

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

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

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

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

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

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

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

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

ANNOTATED AGENDA & MINUTES
September 21, 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.

Inspirational Thought- *"By all these lovely tokens September days are here, with summer's best of weather and autumn's best of cheer."*
~Helen Hunt Jackson, poet

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

Staff Present: Monica Nino, County Administrator
Mary Ann Mason, County Counsel

There were no announcements from Closed Session.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.66 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

PRESENTATION proclaiming the Month of September, 2021 as National Recovery Month in Contra Costa County. (Supervisor Mitchoff)

Speakers: Tom Aswad; No name given; Gita, Alcohol and Other Drugs Advisory Board; Addie, Concord.

PRESENTATION proclaiming September 19-25, 2021 National Adult Day Service Week. (Supervisor Burgis)

Speakers: Debbie Toth, Executive Director, Choice and Aging.

DISCUSSION ITEMS

D.1 CONSIDER adopting Resolution No. 2021/289 approving the attached Side Letter Agreement between the County and AFSCME, Local 2700, to modify Section 2 and Section 46 of the Memorandum of Understanding pursuant to AB 119 and SB 866. (David Sanford, Chief of Labor Relations)

Speaker: Name not given.

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

D.2 HEARING to consider adopting Resolution No. 2021/286 authorizing the submittal of a Permanent Local Housing Allocation grant application to the State of California for an allocation of up to \$13,061,028, and AUTHORIZE the Conservation and Development Director, or designee, to execute the grant Standard Agreement and all related documents. (100% State funds, no County match) (Amalia Cunningham, Conservation and Development Department)

Name not given;

AYE: District I 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 on the appeal of the Notices and Orders to Abate a public nuisance on the real property located at 4725 and 4835 Tranquility Bay, Knightsen. (Assessor's Parcel Nos. 023-070-017 and 023-070-018) (U.S. Gods Dragan Management, Inc. and Enquan He, owner/appellant) (Jason Crapo, Department of Conservation and Development)

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

D.4 CONSIDER update on COVID 19 and Facts on Vaccination; and PROVIDE direction to staff. (Anna Roth, Health Services Director, Dr. Farnitano, Health Officer, and Erika Jenssen, Deputy Director)

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

D.5 CONSIDER adopting Resolution No. 2021/293 approving and authorizing the County Administrator, or designee, to enter into an agreement with the California Business, Consumer Services and Housing Agency for administration of the County's allocation of federal Emergency Rental Assistance Program funds, receive an update on statewide eviction protections to take effect October 1, 2021 and take related actions. (Timothy Ewell, Chief Assistant County Administrator)

Speakers: Name not Given; William Goodwin; Ally, Healthy and Active Before 5; Rabbi Parris Wolf Prusan; Wolfgang Prosky; Monica Thompson; Retu Modi, Clinica de la Raza; David Sharples, Pittsburg ACCE; Mijala Goff, Clinica de la Rasa; Debra Ballinger, Executive Director Monument Impact; Ned Resnicoff, Policy Manager for UCSF How to Prevent and Independent Homelessness; Betty Gabledon; Irving Torres; Francisco Torres, Pittsburg; Camilla Anderson; Jamila Henderson, Policy Link; Destiny Briscoe; Cecilia; Marianna Moore; Addie; Nicole Zapata; Michelle Tierlo; Karen Hernandez; Rosie Antonio, Californian Apartment Association; Dulce Maria N. Galicia Noguez, Richmond Municipal Advisory Council; Sophia DeWitt; Hector Malvido, ACCE; Julia Semano; Kristi Laughlin; Scott McIntire; Deshare Young; Patricia Aguilar, Pittsburg.

ADOPTED the recommendations; and DIRECTED staff to explore working with the current contractors to seek additional funding for legal and eviction defense and return to the Board with possible options.

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

D.6 CONSIDER whether to adopt Ordinance No. 2021-32, an urgency ordinance continuing a temporary prohibition on certain evictions of residential tenants, and related matters (Mary Ann McNett Mason, County Counsel)

The ordinance was not adopted.

AYE: District I Supervisor John Gioia, District V Supervisor Federal D. Glover

NO: District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff

D. 7 CONSIDER Consent Items previously removed.

There were no items removed from consent for discussion.

D. 8 PUBLIC COMMENT (2 Minutes/Speaker)

Caller 1, spoke on dissatisfaction with the level of response from Supervisors to her questions.

D. 9 CONSIDER reports of Board members.

There were no items reported today.

ADJOURN

Adjourned today's meeting at 6:25 p.m.

CONSENT ITEMS

Road and Transportation

C.1 ADOPT Resolution No. 2021/271 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning September 19, 2021 until September 18, 2022 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (No fiscal impact) (continued from September 14, 2021)

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

C.2 APPROVE the 2020 Surface Treatment Project contingency fund increase of \$221,217 for a new contingency fund total of \$547,640, and a new payment limit of \$3,811,875, effective September 14, 2021, and AUTHORIZE the Public Works Director, or designee, to execute a contract change order with American Pavement Systems, Inc., in an amount not to exceed \$221,217, Alamo, El Sobrante, and North Richmond areas. (100% 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

C.3 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dewberry Engineers Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (100% Various Funds)

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

C.4 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Quincy Engineering, Incorporated in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (100% Various Funds)

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

C.5 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with CPM Associates, Inc., in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (100% Various Funds)

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

C.6 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with UNICO Engineering Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (100% Various Funds)

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

C.7 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with WSP USA Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (100% Various Funds)

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

C.8 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a right of entry permit with the State of California, Department of Parks and Recreation, authorizing the County's use of a portion of State-owned property, identified as Assessor's Parcel Number 007-380-011, in connection with the County's 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

Special Districts & County Airports

C.9 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vickie Lee Scharr, to increase the payment limit by \$55,000 to a new payment limit of \$260,000 to provide additional technical support and planning services regarding the West Contra Costa Health Care District, with no change in the term January 1, 2021 through December 31, 2021. (100% West Contra Costa Healthcare District)

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

C.10 APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County, a consent to the transfer of ownership of Buchanan Fields Golf Course, Inc. (Golf Course) to Dianna Hall, in accordance with the terms of the lease between the County and Golf Course dated October 1, 1991. (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.11 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the construction contract with W.E. Lyons Construction Company to increase the payment limit by \$263,335 to a new payment limit of \$13,253,335 for electrical work for the construction of the new Aircraft Rescue and Firefighting facility, terminal, and administrative office at Buchanan Field Airport. (47% Federal Aviation Administration Airport Improvement Program, 1% Caltrans, 52% Airport Enterprise Funds)

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

C.12 APPROVE and AUTHORIZE the Director of Airports to terminate the lease with Excelsior J D Co, LLC, dba Java Detour, for property located at 2301 Meridian Park Boulevard at the Buchanan Field Airport and AUTHORIZE County Counsel to pursue legal action to regain possession of the property. (100% Airport Enterprise Fund)

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

Claims, Collections & Litigation

C.13 DENY claims filed by Daniel Artiga, Jose C. Ceja, Farmers Insurance Exchange, Dennis Morrison and Salvador Virgen Ruiz.

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

Statutory Actions

C.14 ACCEPT Board members meeting reports for August 2021.

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

C. 15 APPROVE Board meeting minutes for July and August 2021, as on file with the Office of the Clerk of the Board.

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

Honors & Proclamations

C. 16 ADOPT Resolution No. 2021/302 proclaiming September 19-25, 2021 as National Adult Day Services Week, as recommended by Supervisor Burgis.

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

C. 17 ADOPT Resolution No. 2021/275 recognizing Adam Daniels, Library Assistant-Journey Level, for his 20 years of service on behalf of the County, the Contra Costa County Library, and the citizens of Walnut Creek and San Ramon, as recommended by the County Librarian.

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

C. 18 ADOPT Resolution No. 2021/300 proclaiming the Month of September, 2021 as National Recovery Month in Contra Costa County, as recommended by Supervisor Mitchoff.

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

C. 19 ADOPT Resolution No. 2021/301 recognizing Monument Impact for their 20 years of service to our community, as recommended by Supervisor Mitchoff.

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

C. 20 ADOPT Resolution No. 2021/304 honoring the 100th anniversary of Iron Workers Local 378, 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

Appointments & Resignations

C. 21 APPOINT Aaron Alarcon-Bowen as Alternate to Kathy Gallagher on the Contra Costa First 5 Children and Families Commission.

AYE: District I Supervisor 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 APPOINT Treston Shull to the Labor #1 seat and Terry Baldwin to the Labor #1 Alternate seat on the Hazardous Materials Commission to complete the current terms that will expire on December 31, 2022, as recommended by the Internal Operations Committee.

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

Appropriation Adjustments

C. 23 **Child Support Services:** APPROVE Appropriations Adjustment No. 5000 authorizing new revenue in the amount of \$472,643 in the Child Support Operating Fund (113400) to reflect the increase in the Final Budget Allocation from the California State Department of Child Support Services. (34% State, 66% Federal)

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

C. 24 Arts and Culture Commission (1151): APPROVE Appropriation and Revenue Adjustment No. 5002 authorizing California Arts Council Jump StArts Planning Grant and State Local Partnership Grant additional allocation in the amount of \$2,800 and expenditure adjustments for Non County Professional/Specialized Services, in the Arts and Culture Commission. (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

Personnel Actions

C. 25 ADOPT Position Adjustment Resolution No. 25804 to cancel three vacant Registered Nurse - Project (represented) positions and add three Registered Nurse - Project Beginning Level (represented) positions in the Health Services Department. (Cost savings)

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

C. 26 ADOPT Resolution No. 2021/296 approving a modification to Management Benefits Resolution No. 2019/507 to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment, as recommended by the County Administrator.

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

C. 27 ADOPT Position Adjustment Resolution No. 25803 to add one Director of Provider Relations and Credentialing (represented) position in the Health Services Department. (100% SAMHSA)

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

C. 28 ADOPT Position Adjustment Resolution No. 25802 to reassign one Public Health Nutritionist (represented) position from the Public Health Division to the California Children's Services Division in the Health Services Department. (65% Federal; 27% State; 8% County)

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

Grants & Contracts

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

C. 29 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept grant funding from the California Governor's Office of Emergency Services (Cal OES), Victim Services (XC) Branch, in an amount not to exceed \$388,574 for the period January 1, 2022 through December 31, 2022. (100% Federal)

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

C. 30 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Robinson Mills + Williams, to extend the term from October 23, 2021 through October 23, 2022 and increase the payment limit by \$750,000 to a new payment limit of \$1,500,000, to provide as-needed architectural services for various County facilities projects, Countywide. (100% Various Funds)

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

C. 31 ADOPT Resolution No. 2021/285 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$69,937 from the California Department of Aging to provide Medicare Improvements for Patients and Providers Act services for the period September 1, 2021 through August 31, 2022. (100% Federal)

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

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

C. 32 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Healthcare Source HR, to add the NetCompetency software module to the NetLearning software and eLearning library and increase the payment limit by \$131,740 to a new payment limit of \$401,895 for the period March 2, 2021 through March 1, 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

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

C. 33 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Health Management Systems, Inc., to decrease the payment limit by \$1,000,000 to a new payment limit of \$2,000,000 due to a decrease in auditing services for the Contra Costa Health Plan for the period January 1, 2021 through December 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

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

C. 34 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Cotiviti, Inc., doing business in California as Cotiviti I, Inc., to increase the payment limit by \$320,000 to a new payment limit of \$620,000 and extend the termination date from October 31, 2021 to October 31, 2022 to provide additional auditing services. (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 Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Hologic, Inc., in the amount not to exceed \$2,500,000 for purchase of COVID-19 related laboratory testing supplies for the Public Health laboratory for the period August 1, 2021 through July 31, 2022. (100% 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. 36 APPROVE and AUTHORIZE the Employment and Human Services Department to execute a contract with CareAcademy.co, Inc. in the amount of \$889 for a subscription agreement for on-line caregiver education for the period October 1, 2021 through December 31, 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. 37 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with ECS Imaging, Inc., in an amount not to exceed \$233,000 to provide software licenses, support and project management associated with the implementation of an electronic records content management system, for the period September 30, 2021 through September 29, 2024, Countywide. (100% Various Funds)

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

C. 38 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Nicolaos Theophanous (dba Theophanous Structural Engineers) effective September 21, 2021, to extend the term from January 1, 2023 through January 1, 2024 and increase the payment limit by \$205,000 to a new payment limit of \$400,000, to provide on-call structural engineering services for various County facilities projects, Countywide. (100% Various Funds)

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

C. 39 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Redwood Healthcare Center, LLC, in an amount not to exceed \$600,000 to provide skilled nursing facility services to Contra Costa Health Plan members and County recipients for the period October 1, 2021 through September 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)

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

C. 40 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lake Merritt Healthcare Center, LLC, in an amount not to exceed \$600,000 to provide skilled nursing facility services to Contra Costa Health Plan members and County recipients for the period October 1, 2021 through September 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)

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

C. 41 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a blanket purchase order with Lakeshore Equipment Company, in an amount not to exceed \$1,900,000, for childcare center furniture, classroom supplies, and equipment for the period August 1, 2021 through July 31, 2026. (40% State, 60% Federal)

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

C. 42 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with ADAPT: A Behavioral Collective, Inc., in an amount not to exceed \$375,000 to provide applied behavioral analysis services to Contra Costa Health Plan members for the period September 1, 2021 through August 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. 43 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with David J. Powers & Associates in an amount not to exceed \$229,213 for the preparation of an Environmental Impact Report for the Spieker Senior Continuing Care Community Project in the unincorporated area of Walnut Creek, for the period June 7, 2021 through July 30, 2022. (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. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay ABA Group, LLC, in an amount not to exceed \$1,200,000 to provide applied behavioral analysis services to Contra Costa Health Plan members for the period September 1, 2021 through August 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. 45 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Public Health Foundation Enterprises, Inc. (dba Heluna Health), in an amount not to exceed \$795,096 to provide consultation and technical assistance on community health promotion for the County's Public Health Division's Health Emergency Unit and Health Services Department's Emergency Medical Service Unit for the period July 1, 2021 through June 30, 2022. (100% Federal)

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

C. 46 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with William A. Liss, M.D., in an amount not to exceed \$1,050,000 to provide dermatology services at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2022 through December 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. 47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with ABA Plus, Inc., in an amount not to exceed \$900,000 to provide applied behavioral analysis services to Contra Costa Health Plan members for the period September 1, 2021 through August 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. 48 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bridge Hospice East Bay, LLC, in an amount not to exceed \$300,000 to provide hospice services to Contra Costa Health Plan members for the period September 1, 2021 through August 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. 49 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BrainStorm, Inc, in an amount not to exceed \$129,352 to provide cloud-based Microsoft training services for the period June 15, 2021 through June 14, 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. 50 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to purchase order with ASD Healthcare, to increase the payment limit by \$300,000 for a new payment limit of \$795,000 for the purchase of Remdesivir for Contra Costa Regional Medical Center patients with no change in the term January 1, 2021 through December 31, 2021. (100% 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. 51 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with DocuStream, Inc., in an amount not to exceed \$1,100,000 to provide claims processing services for the Contra Costa Health Plan and Behavioral Health Services divisions for the period November 1, 2021 through October 31, 2022. (80% Contra Costa Health Plan Enterprise Fund II; 20% Mental Health Services Act)

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

C. 52 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to the License Agreement with First Databank Inc. and the purchase order in an amount not to exceed \$632,468, to renew MedKnowledge software licenses and support for the period July 1, 2021 through June 30, 2024. (100% Hospital Enterprise Fund I)

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

C. 53 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with NTT America, Inc., in an amount not to exceed \$729,481 for the purchase of Proofpoint email protection software and services and support for the period from July 7, 2021 through September 30, 2024. (100% Hospital Enterprise Fund I)

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

C. 54 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Modesto Residential Living Center, Inc., in an amount not to exceed \$306,567 to provide augmented board and care services for Contra Costa County patients for the period September 1, 2021 through August 31, 2022. (51% Mental Health Realignment; 49% Mental Health Services Act)

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

C. 55 APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a consulting services agreement with CSI Telecommunications, Inc. in an amount not to exceed \$750,000 to provide professional services for the design of a new communications tower and site to replace the tower at the 651 Pine Street Building Complex, for the period of July 1, 2021 through June 30, 2023. (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. 56 APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Chief Information Officer, Department of Information Technology, to execute a Purchase Order to Thermo Bond Buildings, LLC, in an amount not to exceed \$355,000 to provide a concrete equipment shelter for the Carquinez Tower Project. (100% General Fund)

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

Other Actions

C. 57 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a blanket purchase order with Producers Dairy Foods, Inc., in an amount not to exceed \$400,000, to provide fresh dairy food products for the Community Services Bureau Food Services Division for the period July 1, 2021 through June 30, 2025. (50% Federal, 50% 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. 58 APPROVE and ACKNOWLEDGE that, by its terms, the contract between County and Kaiser Foundation Health Plan, Inc., pertaining to healthcare services to Contra Costa County Health Plan Medi-Cal members enrolled in the Kaiser Foundation Health Plan, and initially approved by the Board on September 27, 2016 (Item C.34), with a maximum payment limit of \$600,000,000 will renew automatically every two years unless terminated by either party, notwithstanding a prior contract amendment with a termination date of September 30, 2021.

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

C. 59 APPROVE and AUTHORIZE the Conservation and Development Director to submit the County's FY 2020/21 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development for the following federal programs: Community Development Block Grant, HOME Investment Partnership Act, Emergency Solutions Grant, Housing Opportunities for Persons with AIDS, and Neighborhood Stabilization Program. (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. 60 ADOPT the 2021-22 secured property tax rates and AUTHORIZE the levy of the 2021-22 Property Tax Roll, as recommended by the Auditor-Controller.

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

C. 61 APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (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. 62 ADOPT Resolution No. 2021/295 authorizing the issuance and sale of "Martinez Unified School District General Obligation Bonds, Election of 2016, Series 2021" in an amount not to exceed \$30,000,000 by the Martinez Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

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

C. 63 ACCEPT the Small Business Enterprise, Outreach, and Local Bid Programs Report, reflecting departmental program data for the period July 1 through December 31, 2020, as recommended by the Internal Operations Committee. (No fiscal impact)

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

C. 64 ADOPT revisions to the Mental Health Commission Bylaws pertaining to meeting attendance and member recruitment and selection, as recommended by the Internal Operations Committee. (No fiscal impact)

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

C. 65 ADOPT the attached proposed modified 2021 meeting schedule for the Contra Costa County Board of Supervisors, which includes the addition of a regular Board of Supervisors meeting on November 23, 2021, as recommended by the County Administrator.

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

C. 66 AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of \$0.09 per special assessment, pursuant to Board Resolution No. 84/332 to mitigate the Assessor's costs to administer the special assessment on behalf of other local agencies, as recommended by the Assessor. (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

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.eccounty.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:

www.contracosta.ca.gov

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	December 8, 2021	11:00 a.m.	See above
Family & Human Services Committee	September 27, 2021	9:00 a.m.	See above
Finance Committee	October 4, 2021 canceled November 1, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	December 6, 2021	10:30 a.m.	See above
Internal Operations Committee	October 11, 2021	10:30 a.m.	See above
Legislation Committee	October 11, 2021	1:00 p.m.	See above
Public Protection Committee	September 27, 2021	10:30 a.m.	See above

Sustainability Committee	September 28, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	October 11, 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: September 21, 2021

Subject: AFSCME Local 2700 Side Letter to Modify Section 2 and Section 46 of the Memorandum of Understanding

RECOMMENDATION(S):

ADOPT Resolution 2021/289 approving the attached Side Letter Agreement between the County and AFSCME, Local 2700, to modify Sections 2 and 46 of the Memorandum of Understanding pursuant to AB 119 and SB 866.

FISCAL IMPACT:

This is a change to administrative process and has no direct fiscal impact.

BACKGROUND:

AB 119, which mandates union access to new employee orientations, was passed on June 27, 2017. The bill requires public agencies to provide ten (10) days' advance notice to the applicable union of any new employee orientation. In addition, the bill also requires public agencies to provide to the unions, the name, job title, department, work location, work, home, personal cellular telephone number, personal e-mail address, and home address of any new employee within thirty (30) days of hire or by the first pay period of the month following hire. The same information must also be regularly provided to the unions for all employees every one hundred and twenty (120) days. Most of the County's current memoranda of understanding already include a procedure for

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Alvan Mangalindan,
(925) 655-2072

BACKGROUND: (CONT'D)

unions to access employees during orientation. Several of the County's bargaining groups, however, have requested to negotiate the structure, time, and manner of access of the union to a new employee orientation, as permitted under this bill.

SB 866, which addresses how public agencies and unions are to manage union membership dues, was passed on June 27, 2018. As a result of the bill, unions are now responsible for informing the County of any current dues deductions for their members.

The attached side letter is the resulting agreement reached with AFSCME, Local 2700. The County and AFSCME, Local 2700 have agreed to incorporate the side letter into Section 2 (Union Security) and Section 46 (Union Representation of Temporary Employees) of the Memorandum of Understanding between Contra Costa County and AFSCME, Local 2700.

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter of agreement is not approved, the current process for onboarding new employees will continue until an alternative process is adopted.

CLERK'S ADDENDUM

Speaker: Name not given.

AGENDA ATTACHMENTS

Resolution 2021/289

Side Letter - AFSCME 2700

MINUTES ATTACHMENTS

Signed Resolution No. 2021_289

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/289

In the Matter Of: Approving the Side Letter between the County of Contra Costa and AFSCME, Local 2700 to Modify Section 2 and Section 46 of the Memorandum of Understanding.

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective after approval by the Board of Supervisors, the attached Side Letter of Agreement between the County of Contra Costa and AFSCME, Local 2700 be **ADOPTED**. A copy of the Side Letter is attached.

I hereby certify that this 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: Alvan Mangalindan, (925)
655-2072**

ATTESTED: September 21, 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

**SIDE LETTER
BETWEEN
CONTRA COSTA COUNTY AND AFSCME, LOCAL 2700**

This Side Letter amends the Memorandum of Understanding between AFSCME, Local 2700 ("Union" or "Local 2700") and the County of Contra Costa ("County"), (July 1, 2013 – June 30, 2022) to modify Section 2 – Union Security and Section 46 – Union Representation of Temporary Employees of the MOU as follows:

SECTION 2 – UNION SECURITY

2.1 Dues Deduction. Pursuant to Board of Supervisors' Resolution No. 81/1165, only a majority representative may have dues deduction and as such the Union has the exclusive privilege of dues deduction ~~or agency fee deduction~~ for all employees, including temporary employees, in its units.

A. The Union shall regularly provide the County in a manner that has been mutually agreed upon, with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section. The Union will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period.

The Union certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

B. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the County. The County shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.

C. The Union shall not provide the County a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. **P.E.O.P.L.E.** Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).

(NOTE: Relocated existing language - Formerly Section 2.11)

E. The Union shall indemnify, defend, and save the County 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 union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

(NOTE: Relocated existing language - Formerly Section 2.2.G)

~~2.2 Agency Shop:~~

- ~~A. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.~~
- ~~B. All employees employed in a representation unit on or after the effective date of this MOU and continuing until the termination of the MOU, shall as a condition of employment either:~~
- ~~1. Become and remain a member of the Union or;~~
 - ~~2. pay to the Union, an agency shop fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law, which under no circumstances shall exceed the monthly dues, initiation fees and general assessments made during the duration of this MOU. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~
 - ~~3. do both of the following:~~
 - ~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
 - ~~b. pay a sum equal to the agency shop fee described in Section 2.2.B.2 to a non-religious, non-labor, charitable fund chosen by the employee from the following charities: Family and Children's Trust Fund, Child Abuse Prevention Council and Battered Women's Alternative.~~
- ~~C. The Union shall provide the County with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payer covered by this MOU within one (1) month from the date it is approved and annually thereafter, and as a condition to any change in the agency shop fee. Failure by an employee to invoke the Union's Hudson Procedure within one (1) month after actual notice of the Hudson Procedure shall be a waiver by the employee of their right to contest the amount of the agency shop fee.~~
- ~~D. The provisions of Section 2.2.B.2 shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leave of absence with a duration of more than thirty (30) days.~~
- ~~E. The Union shall provide the Human Resources Director with copies of a financial report patterned after Form LM-2 pursuant to the Labor Management Disclosure Act of 1959. Such report shall be available to employees in the unit. Failure to file such a report not later than June 1st of each calendar year shall result in the termination of all agency shop fee deductions without jeopardy to any employee, until said report is filed.~~

~~F. Compliance.~~

- ~~1. An employee employed in or hired into a job class represented by the Union shall be provided with an "Employee Authorization for Payroll Deduction" form by the Human Resources Department.~~
- ~~2. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee, initiation fee or charitable contribution required under Section 2.2.B.3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee and the initiation fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~

~~G. The Union shall indemnify, defend, and save the County 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 union security section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.~~

(NOTE: Relocated existing language to 2.1.E)

~~H. The Human Resources Department shall monthly furnish a list of all new hires to the Union.~~

(NOTE: Now addressed under Section 2.8.F)

~~I. In the event that employees in a bargaining unit represented by the Union vote to rescind Agency Shop, the provisions of Section 2.3 and 2.4 shall apply to dues-paying members of the Union.~~

2.32 Maintenance of Membership. All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall ~~as a condition of continued employment~~ pay dues to the Union for the duration of this MOU and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 2.54.

2.43 Union Dues Form. Employees ~~hired into classifications represented by the Union shall, as a condition of employment,~~ may elect to complete a Union dues authorization card provided by the Union ~~and shall to~~ have deducted from their paychecks the membership dues of the Union. ~~Said employees shall have thirty (30) days from the date of hire to decide if he/she does not want to become a member of the Union. Such decision not to become a member of the Union must be made in writing to the Auditor Controller with a copy to the Labor Relations Division within said thirty (30) day period. If the employee decides not to become a member of the Union, any Union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, he/she shall be deemed to have voluntarily agreed to pay the dues of the Union.~~

Each such dues authorization form referenced above shall include a statement that ~~the Union and the County have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above~~ as provided in Section 2.4 below. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his/her right to revoke said authorization.

2.54 Withdrawal of Membership Recission of Dues Authorization. ~~By notifying the Auditor-Controller's Department Employees who wish to rescind their membership shall notify the Union in writing, between August 1 and August 31 any employee may withdraw from Union membership and discontinue paying dues as of the payroll period, commencing September 1; discontinuance of dues payments to then be reflected in the October 10 in accordance with the AFSCME membership application. Immediately upon close of the above mentioned thirty (30) day period, the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.~~

2.65 Communicating With Employees. The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of County buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed have to do with matters within the scope of representation and further provided that the employee organization appropriately posts and removes the information. The Department Head reserves the right to remove objectionable materials after consultation with the Union.

Representatives of the Union, not on County time, shall be permitted to place a supply of employee literature at specific locations in County buildings if arranged through the Department Head or designated representative; said representatives may distribute employee organization literature in work areas (except work areas not open to the public) if the nature of the literature and the proposed method of distribution are compatible with the work environment and work in progress. Such placement and/or distribution shall not be performed by on-duty employees.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- a. to post literature on bulletin boards;
- b. to arrange for use of a meeting room;
- c. to leave and/or distribute a supply of literature as indicated above;
- d. to represent an employee on a grievance, and/or to contact a union officer on a matter within the scope of representation.

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above purposes is the reason for the visit, will be made with the departmental representative in charge of the work area, and the visit will not interfere with County services.

2.76 Use of County Buildings. The Union shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- a. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;

- b. there is no additional cost to the County;
- c. it does not interfere with normal County operations;
- d. employees in attendance are not on duty and are not scheduled for duty;
and
- e. the meetings are on matters within the scope of representation.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition.

The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.87 Advance Notice. The Union shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter.

The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice.

In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

2.98 Written Statement for New Employees.

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Union, that the employee's classification is represented by the Union and the name of a representative of the Union. ~~The County will provide the employee with a packet of information which has been supplied by the Union and approved by the County. The County shall notify the Union of the Human Resources Department new employee orientation meetings and provide an opportunity for the Union to make a fifteen (15) minute presentation at the end of the Human Resources Department's new employee orientation meetings.~~
- B. The County will provide written notice of both Employer-wide and department-level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Union, at least ten (10) days prior to the event.
- C. The new employee orientation notice provided to the Union will include the date, time, and location of the orientation. Also the full name, classification, and department of all new employees shall be provided.
- D. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation.

- E. A bargaining unit member attending orientation as a Union representative shall be given paid release time sufficient to cover the Union's presentation and travel time. The Union will provide the names of any employees who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- F. The County Human Resources Department shall monthly furnish an electronic list in a Microsoft Excel file of all new hires to the Union including the following information: full name, job titles, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file with the County and/or the Department. The County shall also furnish a list of all the changes in status or representation of employees

2.409 Section 22 of 1977-79 MOU. Section 22 of the 1977-1979 Memorandum of Understanding between the County and United Clerical Employees shall continue for the duration of this MOU.

2.10 Compliance with the Law. The parties agree to comply with SB866 (2018) and agree that changes to the law impacting this section of the MOU will trigger a meet and confer among the parties.

~~2.11 P.E.O.P.L.E. Employees in classifications represented by United Clerical, Technical & Specialized Employees, Local 2700, AFSCME may make a voluntary, monetary monthly contribution to P.E.O.P.L.E., said contributions to be deducted from employees' pay by the County and remitted to AFSCME, P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality).~~

(NOTE: Relocated existing language to 2.1.D)

SECTION 46 - UNION REPRESENTATION OF TEMPORARY EMPLOYEES

46.1 Recognition. AFSCME, Local 2700 is the formally recognized employee organization for temporary employees, not including emergency appointments and retiree temporary appointments, who are employed by Contra Costa County in those classifications covered by the MOU between AFSCME, Local 2700 and Contra Costa County.

- A. Temporary Employees. Temporary employees hired on or after January 1, 1997 may work a maximum of 1600 hours within a department. Thereafter, that temporary may not work in that department for one year as a temporary.
- B. The County may employ temporary employees in excess of 1600 hours for the following reasons:
1. To cover for employees on leaves of absence, e.g., maternity, military, medical, workers' compensation.
 2. While a department is actively recruiting to fill a position.
 3. For regular recurring departmental needs, e.g., election season (Clerk-Recorder), property tax season (Treasurer-Tax Collector), and "closing the assessment roll" season (Assessor).

4. Temporary assignments for pre-determined periods of time, as determined by the hiring department.
5. For short term seasonal work needed by a department, not to exceed 1600 hours.

The County may not replace a temporary employee with another temporary employee except as provided in Subsections 1, 2, 3, and 4 of this Section B. above.

The County will notify the union in advance of the period of the temporary assignment under Subsection 4 and the period of the seasonal assignment under Subsection 5.

- C. Student Worker/Administrative Intern: The County may employ a person as a Student Worker or an Administrative Intern only if that person is enrolled in a school and is performing work for the County that is related to his/her course of study, interest, aptitude, or education, provided however, that a student worker/administrative intern hired for the summer may perform work not related to his/her course of study, interest, aptitude or education. Student Workers and Administrative Interns may not be used in lieu of hiring regular County employees.
- D. The County may employ temporary agency employees in a manner consistent with Government Code Section 31000.4, which provides: "The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such purpose. Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation."
- E. The County will provide to the union a temporary employee report to show the total number of hours worked by each County temporary employee and each temporary agency employee and not merely the annual number of hours. It shall also include the reason the County temporary employee was hired by referring to one of the 5 reasons specified in B. above or the reason the temporary agency employee was hired as set forth in paragraph D.
- F. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, credited paid time off hours and earned, but not yet credited paid time off hours, shall be converted to vacation hours and subject to the MOU provisions relating to vacation, except that when a temporary employee is appointed to a permanent position, the employee shall be allowed to use the earned paid time off hours during the first six (6) months of employment in a permanent position.

Upon receipt of a request by the Union, the Human Resources Department agrees to meet to discuss the issues related to continuous testing and the frequency of such testing regarding specific classifications.

Effective January 1, 2000, the County shall provide quarterly reports regarding temporary employees which include the following information: employee name, classification,

department, mail drop I.D., and number of hours worked in all classifications and departments on a calendar year-to-date basis.

46.2 Appointments Not Covered. Emergency appointments as defined in Section 809 of the Personnel Management Regulations, and retiree temporary appointments as provided for in Government Code, Section 31680.2, are not covered by this Letter of Understanding.

46.3 Agency Shop:

~~A. All covered temporary employees, as specified above shall either:~~

~~1. Become and remain a member of the Union and pay an agency shop fee of one percent (1%) of their regular pay per semi-monthly pay period; this percentage may be changed by the Union who will notify the County Auditor/Controller of the new percentage and effective date; or~~

~~2. Pay to the Union an agency shop service fee of the amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory and case law, which under no circumstances shall exceed the amount specified in 2.2.B.2 above. It shall be the sole responsibility of the Union to determine an agency shop fee which meets the above criteria; or~~

~~3. Do both of the following:~~

~~a. Execute a written declaration that the employee is a member of a bona fide religion, body or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment or declare that the employee has a bona fide religious conscientious objection to joining or financially supporting a public employee organization; and~~

~~b. Pay a sum equal to the agency shop service fee specified in 2.2.B.2 above to a non-religious, non-labor charitable fund chosen by the employee from those listed in the MOU between AFSCME, Local 2700 and Contra Costa County~~

~~B. No initiation fee or special assessments shall be required of these employees.~~

~~C. The Union shall provide the County with a copy of the Union's "Hudson Procedure" for the determination and protect of its agency shop fees. The Union shall provide a copy of said "Hudson Procedure" to every fee payor covered by this MOU within one month from the date it is approved and annually thereafter, and also as a condition to any change in the agency shop fee. Failure by a fee payor to invoke the Union's Hudson Procedure within one month after actual notice of the Hudson Procedure shall be a waiver by the employee of his/her right to contest the amount of the agency shop fee.~~

~~46.4~~ **Agency Shop Deductions.**

- ~~A. A current temporary employee or a new temporary employee hired into a job class represented by Local 2700 shall be provided through the Human Resources Department with an Employee Authorization for Payroll Deduction form. Said employee shall have thirty (30) calendar days to fully execute the authorization form of his/her choice and return said form to the Human Resources Department.~~
- ~~B. If the form authorizing payroll deduction is not returned within thirty (30) calendar days after notice of this agency shop fee provision and the union dues, agency shop fee or charitable contribution required under Section 3 are not received, the Union may, in writing, direct that the County withhold the agency shop fee from the employee's salary, in which case the employee's monthly salary shall be reduced by an amount equal to the agency shop fee and the County shall pay an equal amount to the Union.~~
- ~~C. The Union shall indemnify, defend and save the County 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 Union Security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney fees and costs.~~
- ~~D. The authorization of payroll deductions described above shall require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.~~

46.53 Salary.

- A. **Temporary Hourly Rates.** The hourly rate paid temporary employees shall be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.
- B. **New Employees.** Except as otherwise permitted in deep class resolutions, temporary employees shall generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

~~46.64~~ **Salary Increments Within Range.**

- A. **Increment Eligibility and Salary Review.** All temporary employees shall accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee shall be advanced to the next higher step, or other step as specified by deep class resolution, in the salary range for the classification. Advancement to a higher step shall be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend granting the salary increment or unconditional denial of the increment.
- B. **Frequency of Increments.** Increments within range shall not be granted more frequently than once per every 2080 straight time hours worked by a temporary employee.

- C. Effective Date. Step increases resulting from an approved salary review shall be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.
- D. New Employees. Temporary employees hired at Step 1 of the salary range for their classification or at Step 1 of the salary range for their assigned level in a deep class will be eligible for a salary review as described above after completion of 1040 straight time hours worked; additional salary reviews will be after the cumulation of an additional 2080 straight time hours as described above.
- E. No provision of this section shall be construed to make the granting of salary increments mandatory on the County.

46.75 Paid Time Off.

- A. Temporary employees shall accumulate a record of straight time hours worked.
- B. Based upon the accumulation of straight time hours recorded, effective on the payroll following the payroll on which payment was made for the 1040th straight time hour worked, the temporary employee shall be credited with twenty (20) hours of paid time off (PTO). For each additional 1040 hours of straight time worked, the temporary employee shall be credited with an additional twenty (20) hours of paid time off. Forty (40) hours paid time off credit is the maximum amount an employee may have at any time.
- C. Use. PTO shall not be taken until credited. PTO shall be taken by an employee only with the approval of his/her supervisor.
- D. Paid Off At Separation. If a temporary employee terminates his/her County employment (separates from County service), the employee shall be paid all currently credited PTO hours and, in addition, shall be paid off for that portion of PTO hours earned but not yet credited on the basis of that portion of the 2080 straight time hours worked (STHW) cumulation. The formula for the earned but not credited payoff is: STHW divided by 2080 multiplied by forty (40) multiplied by the current hourly pay rate at separation.
- E. Appointment to a Permanent Position. If a temporary employee is appointed to a permanent position, the credited PTO hours and the earned but not yet credited PTO hours, as described in above, shall be converted to vacation hours and subject to the MOU provisions relating to vacation except that when a temporary employee is appointed to a permanent position, the employee will be allowed to use the earned PTO hours during the first six (6) months of employment.
- F. Health Benefits for Temporary Employees. Effective one hundred and twenty (120) days after all Coalition Employee Organizations have signed their respective Letters of Understanding, the following benefit program shall be offered to temporary employees:
 - 1. Program. The County shall offer CCHP Plan A-2 at the subvention rate of fifty percent (50%) of the cost of the premium for a single individual, to those temporary employees who meet and maintain eligibility.

2. Eligibility. Initial eligibility shall be achieved when an employee has worked three (3) continuous months of service at an average of fifty percent (50%) time per month. In order to maintain eligibility, a temporary employee must remain in paid status a minimum of forty (40) hours during each successive month and maintain an average of fifty percent (50%) time year-to-date from the date of eligibility.
3. Pre-Pay. Employees who have achieved eligibility under the terms of D.2 will pre-pay the employee's portion of the premium cost so that the effective date of enrollment begins effective the first of the month of eligibility. Employees must continue to pre-pay their portion of the health insurance premium in order to continue benefits. In addition, temporary employees who meet the eligibility requirements and who have been voluntarily paying for a County group health program shall be allowed to enroll in CCHP Plan A-2 without a waiting period.
4. Family Coverage. Employees may elect to purchase at their own expense, family coverage, including domestic partner, and shall follow the procedures outlined in 3. above for payment for this optional coverage.
5. Implementation. There shall be a sixty (60) day Open Enrollment period with the initial date of coverage effective August 1, 2000. Subsequent Open Enrollment periods shall be for thirty (30) days and coincide with the open enrollment period for County employees beginning in 2001. Temporary employees who are not currently eligible, but who subsequently meet the eligibility requirements, shall be notified of their eligibility and shall have thirty (30) days to decide whether or not to elect coverage under this program.

46.86 Provisional Employees. AFSCME, Local 2700 is the formally recognized employee organization for all provisional employees appointed by the County from "outside County service" in classifications covered by the MOU between the County and the Union. The provisional employee will continue to receive the salaries and benefits provided in the MOU for provisional employees. ~~Provisional employees shall be covered by the agency shop provisions of the MOU applicable to permanent employees, with the exception that provisional employees shall not be required to pay any initiation fee or special assessment fee.~~

46.97 Grievance Procedure. Temporary and provisional employees covered by Section 46 may grieve only alleged violations of the specific terms and conditions specified in Section 46.

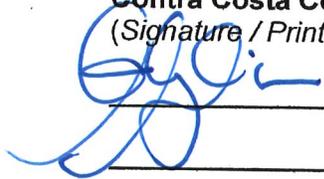
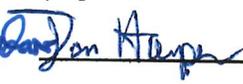
46.108 Temporary Employee Special Pays. Temporary employees may be eligible for certain special types of pays or benefits in addition to wages under specifically defined circumstances. A list of those special pays and benefits that are applicable to temporary employees is included as Attachment G. If a special pay or benefit that is described in this MOU does not specifically reference temporary employees or the special pay or benefit is not included in Attachment G, then it does not apply to temporary employees.

The terms of this Side Letter are effective after it is approved by the Board of Supervisors and will be incorporated into the successor MOU between the County and AFSCME, Local 2700. All other terms and conditions of the MOU between Contra Costa County and AFSCME, Local 2700 dated July 1, 2016 – June 30, 2022, remain unchanged by this Side Letter.

Date: 9/3/2021

Contra Costa County:
(Signature / Printed Name)

AFSCME, Local 2700:
(Signature / Printed Name)

	/	<u>Alvan Mangalindan</u>	/		/	<u>Dan Harper</u>
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Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 21, 2021

Subject: Authorization of Application for Permanent Local Housing Allocation Grant of Estimated \$13 Million

RECOMMENDATION(S):

1. OPEN the hearing on submittal of Permanent Local Housing Allocation grant application; RECEIVE and CONSIDER oral and written testimony; and CLOSE the hearing.
2. ADOPT Resolution No. 2021/286 authorizing the submittal of a Permanent Local Housing Allocation grant application to the State of California for an allocation up to \$13,061,028.
3. AUTHORIZE the Conservation and Development Director, or designee, to execute the grant Standard Agreement and all related documents.

FISCAL IMPACT:

The grant allows up to 5% administrative costs, and staff has prepared an application that includes that 5% allocation. Staff anticipates all costs to the County being funded by that amount. This will result in no net costs to the County if the grant application is approved as submitted.

BACKGROUND:

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

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Amalia Cunningham,
925-655-2881

cc:

BACKGROUND: (CONT'D)

the cities except for Antioch, Pittsburg, Walnut Creek, and Concord, which have their own entitlements. The State estimates the Urban County will receive approximately \$13 million over the program's first five years, but the amount may fluctuate from year to year as it is based on recording fees from actual real estate transactions.

The required submittal includes an expenditure plan called a "Five Year Plan" (Plan) for the Board's approval as part of the complete application package. The draft Plan (attached) identifies the broad categories of planned uses of the PLHA award to comply with the program parameters. The anticipated category of use is new multifamily rental housing construction for households earning up to 80% of the Area Median Income (AMI) anywhere in the Urban County. This is consistent with the Board's direction on August 9, 2021, when it authorized staff to prepare the full PLHA application and include the funding source in the Housing and Community Improvement (HCI) group's annual Notice of Funding Available. In accordance with the State's PLHA Guidelines, proposals that include even deeper levels of affordability, 60% AMI and below, will be given priority consideration for the funds.

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 Plan and the complete application must be authorized by the Board of Supervisors for the initial submittal, with subsequent annual requests submitted administratively. 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. The State allows a plan amendment process to provide some flexibility in the event that the funds are undersubscribed, but HCI staff has already received multiple inquiries about PLHA funds, and expects them to be fully subscribed.

Affordable developments throughout the Urban County will be eligible for the program. Every city in the Urban County was invited to a meeting with DCD staff in December 2020 to learn more about PLHA. While some cities considered requesting a sub-allocation of funds, ultimately none pursued it due to the administrative burden of meeting the State's requirements.

The Board's review of this item was advertised in the East Bay Times 10 days in advance of the meeting date, and the Plan and application were posted online for public review, meeting the State's public notice requirements.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not authorize the submittal of the PLHA grant application, the Urban County will not receive an estimated \$13 million to help fund new housing affordable to households making 80% or less of the Area Median Income over the next five years.

CLERK'S ADDENDUM

Name not given;

AGENDA ATTACHMENTS

Resolution 2021/286

PLHA Application

PLHA Five-Year Plan

MINUTES ATTACHMENTS

Signed Resolution No. 2021/286

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/286

Authorizing resolution for projects utilizing Permanent Local Housing Allocation Funds

The Board of Supervisors of the County of Contra Costa hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") is authorized to provide up to \$195 million to Cities and Counties for assistance under the SB 2 Permanent Local Housing Allocation Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));
- B. WHEREAS, the Department issued Permanent Local Housing Allocation Final Guidelines ("PLHA Program Guidelines") in October 2019;
- C. WHEREAS, the Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation ("PLHA");
- D. WHEREAS, Applicant is a City or County eligible to submit an application for and administer Permanent Local Housing Allocation Funds; and
- E. WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the PLHA Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW, BE IT THEREFORE RESOLVED:

1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA to be \$13,061,028, in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
4. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
5. Director of the Department of Conservation and Development John Kopchik, or his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department

may deem appropriate.

**Contact: Amalia Cunningham,
925-655-2881**

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

ATTESTED: September 21, 2021

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

By: June McHuen, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 09/21/2021 by the following vote:

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

AYE:

5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/286

Authorizing resolution for projects utilizing Permanent Local Housing Allocation Funds

The Board of Supervisors of the County of Contra Costa hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") is authorized to provide up to \$195 million to Cities and Counties for assistance under the SB 2 Permanent Local Housing Allocation Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));
- B. WHEREAS, the Department issued Permanent Local Housing Allocation Final Guidelines ("PLHA Program Guidelines") in October 2019;
- C. WHEREAS, the Department issued a Notice of Funding Availability ("NOFA") dated 02/26/2020 under the Permanent Local Housing Allocation ("PLHA");
- D. WHEREAS, Applicant is a City or County eligible to submit an application for and administer Permanent Local Housing Allocation Funds; and
- E. WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the PLHA Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW, BE IT THEREFORE RESOLVED:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA to be \$13,061,028, in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the PLHA funds only for Eligible Activities as approved by the Department and in accordance with all Program requirements, PLHA Program Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement, its Application, and other contracts between the Applicant and the Department.
- 4. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines, and any other applicable SB 2 guidelines published by the Department.
- 5. Director of the Department of Conservation and Development John Kopchik, or his designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department

may deem appropriate.

I hereby certify that this 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: Amalia Cunningham,
925-655-2881

ATTESTED: September 21, 2021
Monica Nino, County Administrator and Clerk of the Board of Supervisors


By: June McHuen, Deputy

cc:

Permanent Local Housing Allocation (PLHA) Formula Allocation

2021 Application for New Applicants



**State of California
Governor, Gavin Newsom**

**Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

**Gustavo Velasquez, Director
Department of Housing and Community Development**

Program Design and Implementation, PLHA Program
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833
PLHA Program Email: PLHA@hcd.ca.gov

**Final Filing Date: December 31, 2021
at 11:59 P.M. PST**

Instructions

This application form is limited to Applicants who did not apply to the 2020 Formula Allocation NOFA

Rev. 5/14/21

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's website. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at <https://www.hcd.ca.gov/grants-funding/active-funding/plha.shtml>. All applicable information must be received by HCD no later than 11:59 p.m. on:

Friday, December 31, 2021

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. If you encounter problems with the application, please fill out the Application Support worksheet and email the entire workbook to Application Support at AppSupport@hcd.ca.gov and PLHA@hcd.ca.gov

General Instructions Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "\$" and the corresponding guideline section number.

"Yellow" cells are for Applicant input. Failure to provide the required attachments and documentation will disqualify your application from consideration.

Required attachments are indicated in "orange" throughout the Supplemental Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Payee Data" for Applicant 1 Payee Data Record/STD. 204.

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program.

Applicant must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

302(c)(4) Plan

Legislative Contacts

Checklist

Threshold Requirement	Electronic File Name	Document Description	Included?
X	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
	App1 TIN	Taxpayer Identification Number Document	Included
X	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column A1)	N/A
X	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Included
X	Executed Application	Provide a copy of the signed application. Signature in blue ink preferred.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Local Government Formula Allocation for New Applicants

Rev. 5/14/21

Eligible Applicant Type:	Entitlement
Local Government Recipient of PLHA Formula Allocation:	
2019 PLHA Formula Allocation Amount:	\$2,170,178
2020 PLHA Formula Allocation Amount:	\$3,373,129
2020 Allowable Local Admin (5%):	\$108,509
2021 Allowable Local Admin (5%):	\$168,656

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities.

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the same Activity twice (or more times) and the different AMI level the Activity will serve. Please enter the percentage of funds allocated to the Activity in only the first Activity listing to avoid double counting the funding allocation.

For each year (2019-2023), allocations must equal to 100% annually including the allowable administrative costs of up to five percent.

Eligible Applicants §300

§300(a) and (b) Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	Department of Conservation and Development							
Address:	30 Muir Road							
City:	Martinez	State:	CA					
Zip:	94553	County:	Contra Costa					
Auth Rep Name:	Amalia Cunningham	Title:	Assistant Deputy Director					
Auth Rep. Email:	amalia.cunningham@dcd.cccounty.us		Phone:	925-655-2881				
Address:	30 Muir Road	City:	Martinez	State:	CA	Zip Code:	94553	
Contact Name:	Cathy Remick	Title:	Planner	Contact Email:	cathy.remick@dcd.cccounty.us		Contact Phone:	925-655-2887
Address:	30 Muir Road	City:	Martinez	State:	CA	Zip Code:	94553	

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds? No

§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300 (c) and (d)? A sample agreement can be found by double clicking on the icon to the right

File Name:	Application and Adopting the PLHA Plan (2019-2023 Allocations) Reso	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2019-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Uploaded to HCD?	Yes
File Name:	App1 TIN	Taxpayer Identification Number Document	Uploaded to HCD?	Yes
File Name:	Applicant Delegation Agreement	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 17, column AI)	Uploaded to HCD?	N/A

Eligible Activities, §301

§301(a) Eligible activities are limited to the following:	Included?
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	<input checked="" type="checkbox"/> YES
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	<input type="checkbox"/> YES
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	<input type="checkbox"/> YES
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	<input type="checkbox"/> YES
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	<input type="checkbox"/> YES
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	<input type="checkbox"/> YES
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	<input type="checkbox"/> YES
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	<input type="checkbox"/> YES
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	<input type="checkbox"/> YES
§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	<input type="checkbox"/> YES

Threshold Requirements, §302

§302(a) The Applicant's Housing Element and Delegating Local Government's Housing Element (if applicable) was/were adopted by the Local Government's governing body by the application submittal date subsequently determined to be in substantial compliance with state Housing Element Law pursuant to Government Code Section 65585.	Yes
§302(c)(2) Applicant certified in the Resolution submitted with this application that submission of the application was authorized by the governing board of the Applicant.	Yes
§302(c)(3) Applicant certified in the Resolution submitted with this application that, if the Local Government proposes allocation of funds for any activity to another entity, the Local government's selection process had no conflicts of interest and was accessible to the public.	Yes
§302(c)(4) Applicant certified in the Resolution submitted with this application that the application include a Plan in accordance with §302(c)(4)?	Yes
§302(c)(4)(D) Applicant certified in the Resolution submitted with this application that the Plan was authorized and adopted by resolution by the Local Government and that the public had an adequate opportunity to review and comment on its content.	Yes
§302(c)(5) Applicant certified in the Resolution submitted with this application that the Plan submitted is for a term of five years (2019-2023). Local Governments agree to inform the Department of changes made to the Plan in each succeeding year of the term of the Plan.	Yes

§302(c)(6) Applicant certified in the Resolution submitted with this application that it will ensure compliance with §302(c)(6) if funds are used for the acquisition, construction, or rehabilitation of for-sale housing projects or units within for-sale housing projects.			Yes	
§302(c)(7) Applicant certified in the Resolution submitted with this application that it will ensure that the PLHA assistance is in the form of a low-interest, deferred loan to the Sponsor of the Project, if funds are used for the development of an Affordable Rental Housing Development. The loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the Local government-approved underwriting of the Project for a term of at least 55 years.			Yes	
§302(c)(8) Has Applicant attached a program income reuse plan describing how repaid loans or accrued interest will be reused for eligible activities specified in Section			Yes	
File Name:	Reuse Plan	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Narrative uploaded to HCD?	Yes
Administration				
Applicant agrees to adhere to §500 , Accounting Records.			Yes	
Applicant agrees to adhere to §501 , Audits/Monitoring of PLHA Files.			Yes	
Applicant agrees to adhere to §502 , Cancellation/Termination.			Yes	
Applicant agrees to adhere to §503 , Reporting.			Yes	
Certifications				
On behalf of the entity identified below, I certify that: The information, statements and attachments included in this application are, to the best of my knowledge and belief, true and correct and I possess the legal authority to submit this application on behalf of the entity identified in the signature block.				
Amalia Cunningham	Assistant Deputy Director			
Authorized Representative Printed Name	Title	Signature		Date

§302(c)(4) Plan

Rev. 5/14/21

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

Contra Costa County plans to use the funds for the predevelopment, development, acquisition, rehabilitation, and preservation of housing that is affordable to Extremely Low-Income, Very Low-Income, and Low-Income households (Activity 1).

PLHA assistance will be offered in the form of low-interest, deferred loans. The loans will be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement will restrict occupancy and rents for a term of at least 55 years.

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

PLHA funds will be made available to affordable housing developers through a competitive Notice of Funding Availability (NOFA) process, which the County has extensive experience in from many years of successfully administering Federal Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) funds for affordable housing. The PLHA funds will be added to the annual NOFA cycle for the Federal housing funds. The NOFA will seek development proposals that include new affordable housing units for households with incomes at or below 80% AMI, with priority consideration given to projects with units serving 60% AMI and below. A mixed-income project with some units at higher levels may be eligible, but awards will be based on number of units at 80% AMI or lower.

The County has successfully leveraged HOME and CDBG funds to support affordable housing projects that have been funded by tax credits and other state funds. This existing plan will be utilized for administering PLHA funds as well. County housing staff is currently aware of potential projects in the pipeline that may be eligible for PLHA funds and will be reviewing applications annually as part of the NOFA process.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

Providing funds for affordable housing and assisting in new construction of affordable housing is one of the key policies in the County's Certified Housing Element. The following sections of the County's Certified Fifth Cycle Housing Element demonstrate that this 302(c)(4) Plan is consistent with the overall goals to increase the number and quality of affordable housing in the area:

Housing Element Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhoods in Contra Costa County.
 Housing Element Goal 3: Increase the supply of housing with a priority on the development of affordable housing, including housing affordable to extremely low-income households.
 Housing Element Goal 4: Increase the supply of appropriate and supportive housing for special needs populations.

Activities Detail (Activities Detail (Must Make a Selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

The PLHA funds will be used for the predevelopment, development, acquisition, rehabilitation, and/or preservation of multifamily rental housing that is affordable to low-income persons earning 80% or less of the area median income (AMI). Funds will be evidenced through a Promissory Note and secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the PLHA-required term of 55 years.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2019-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the Activity as many times as needed to capture all of the AMI levels that will be assisted, but only show the percentage of annual funding allocated to the Activity one time (to avoid double counting).

Funding Allocation Year	2019	2020	2021	2022	2023										
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity	95.0%	95.0%	95.0%	95.0%	95.0%										
§302(c)(4)(E)(ii) Area Median Income Level Served	80%	80%	80%	80%	80%										TOTAL
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level Note: complete for year 2019 & 2020 only	35	35													70
§302(c)(4)(E)(ii) Projected Number of Households Served	10	15	11	11	11										58
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity (55 years required for rental housing projects)	55 Years														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

The funds will be included in the County's annual Notice of Funding Availability (NOFA). The 2022-2023 NOFA will be released the week of October 7, 2021, and will be the first to include PLHA funds (contingent upon a successful application). Year 1 and Year 2 funds will be included in the funds awarded to applicants who meet the guidelines of the PLHA program.

Awards will be made in Spring 2022 for funds available July 1, 2022, subject to the State's schedule. Once the County is in contract with the State for the PLHA entitlement award, the funding awards may be under contract within a year of award, and disbursement complete one year thereafter.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.

§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.

§301(a)(5) Capitalized Reserves for Services connected to the preservation and creation of new permanent supportive housing.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.

Legislative and Congressional Information

Rev. 5/14/21

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application.

To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

[California State Assembly](#)

[California State Senate](#)

[U.S. House of Representatives](#)

Applicant Office Location			
	District #	First Name	Last Name
State Assembly Member	Please see attached list.		
State Senate Member			
U.S. House of Representatives			
Activity Location 1 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 2 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 3 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 4 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 5 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 6 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 7 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 8 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 9 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			
Activity Location 10 (if different from applicant location)			
	District #	First Name	Last Name
State Assembly Member			
State Senate Member			
U.S. House of Representatives			

LEGISLATIVE AND CONGRESSIONAL INFORMATION

Contra Costa County

	District Number	First Name	Last Name
State Assembly Member	14	Timothy	Grayson
State Senate Member	3	Bill	Dodd
U.S. House of Representatives	11	Mark	DeSaulnier
State Assembly Member	11	Jim	Frazier
State Senate Member	7	Steve	Glazer
U.S House of Representatives	9	Jerry	McNerney
State Assembly Member	16	Rebecca	Bauer-Kahan
State Senate Member	7	Steve	Glazer
U.S. House of Representatives	15	Eric	Swalwell
State Assembly Member	15	Buffy	Wicks
State Senate Member	9	Nancy	Skinner
U.S. House of Representatives	5	Mike	Thompson



Permanent Local Housing Allocation 5-Year Plan and Application for Funding

Contra Costa County
Department of Conservation and Development, Housing and Community Improvement Division
30 Muir Road
Martinez, CA 94553
925-655-2700
www.contracosta.ca.gov

September 2021

INTRODUCTION

§302(c)(4) Plan

In 2017, Governor Brown signed the Legislative Housing Package to address the State's housing shortage and high housing costs. Seventy percent of the revenues generated from the California State Property Transfer Fees (SB2, 2017) are earmarked for Permanent Local Housing Allocation (PLHA). The revenue from SB2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity.

The PLHA provides an annual source of funding to all governments in California to help cities and counties implement plans to increase affordable housing stock. These funds will be allocated as formula grants to entitlement and non-entitlement jurisdictions based on the formula prescribed under federal law for the Community Development Block Grant (CDBG) to be locally administered.

The California Department of Housing and Community Development (HCD) announced the availability of approximately \$195 million in funding for the PLHA program in their Notice of Funding Availability (NOFA). This NOFA is funded from revenues deposited in the Building Homes and Jobs Trust Fund in calendar year 2019.

PURPOSE

As an entitlement local government for PLHA funds for the Urban County, Contra Costa County will receive an estimated 5-year allocation of \$13,021,068. This document will provide a summary of Contra Costa County's Five-Year Plan and application to California HCD.

Eligible activities for the PLHA are limited to the following:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-, Very low-, Low-, or Moderate-income households, including necessary operating subsidies. Extremely Low Income is household income at or below 30% of Area Median Income (AMI); Very Low Income is at or below 50% AMI; Low Income is at or below 80% AMI and Moderate Income is at or below 120% AMI. Income limits are adjusted for household size.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120% of AMI. ADUs shall be available for occupancy for a term of no less than thirty days.
3. Matching portions of funds placed into Local or Regional Housing Trust Funds.
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.
5. Capitalized Reserves for services connected to the preservation and creation of new, permanent supportive housing.

Draft Permanent Local Housing Allocation 5-Year Plan

6. Assisting persons who are experiencing or at-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
7. Accessibility modifications in Lower-Income owner-occupied housing.
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.
9. Homeownership opportunities, including, but not limited to, down payment assistance.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing project. Matching funds investments by both the county and the city also shall be a grant or low interest deferred loan to the affordable housing project.

Eligible activities must also be consistent and compliant with the County's Adopted Housing Element, and at least 20% of the allocation statewide must be used for Affordable Owner-Occupied Workforce Housing (AOWH) defined as housing that is affordable to persons and families of low- or moderate-income. Funds available for administrative expenses are limited to 5% of the allocation.

REQUIREMENTS

To participate in the formula allocation, Contra Costa County is required to develop a five-year plan detailing the way allocated funds will be used for eligible activities.

PERMANENT LOCAL HOUSING ALLOCATION FORMULA ALLOCATION PLAN APPLICATION

§302(c)(4)(A) The manner in which allocated funds will be used for eligible activities

Contra Costa County plans to use the funds for the predevelopment, development, acquisition, rehabilitation, and preservation of housing that is affordable to Extremely Low-Income, Very Low-Income, and Low-Income households (Activity 1).

PLHA assistance will be offered in the form of low-interest, deferred loans. The loans will be evidenced through a Promissory Note secured by a Deed of Trust, and a Regulatory Agreement will restrict occupancy and rents for a term of at least 55 years.

§302(c)(4)(B) Description of the way the County will prioritize investments that increase the supply of housing for households with incomes at or below 60% Area Median Income (AMI)

PLHA funds will be made available to affordable housing developers through a competitive Notice of Funding Availability (NOFA) process, which the County has extensive experience in from many years of successfully administering Federal Community Development Block Grant (CDBG) and Home

Investment Partnership (HOME) funds for affordable housing. The PLHA funds will be added to the annual NOFA cycle for the Federal housing funds. The NOFA will seek development proposals that include new affordable housing units for households with incomes at or below 80% AMI, with priority consideration given to projects with units serving 60% AMI and below. A mixed-income project with some units at higher levels may be eligible, but awards will be based on number of units at 80% AMI or lower.

The County has successfully leveraged HOME and CDBG funds to support affordable housing projects that have been funded by tax credits and other state funds. This existing plan will be utilized for administering PLHA funds as well. County housing staff is currently aware of potential projects in the pipeline that may be eligible for PLHA funds and will be reviewing applications annually as part of the NOFA process.

§302(c)(4)(C) Description of how the Plan is consistent with programs set forth in the County's Housing Element

Providing funds for affordable housing and assisting in new construction of affordable housing is one of the key policies in the County's Certified Housing Element.

The following sections of the County's Certified Fifth Cycle Housing Element demonstrate that this 302(c)(4) Plan is consistent with the overall goals to increase the number and quality of affordable housing in the area:

Housing Element Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhoods in Contra Costa County.

Housing Element Goal 3: Increase the supply of housing with a priority on the development of affordable housing, including housing affordable to extremely low-income households.

Housing Element Goal 4: Increase the supply of appropriate and supportive housing for special needs populations.

ACTIVITIES DETAIL

§302(c)(4)(E)(i) Detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity

The PLHA funds will be used for the predevelopment, development, acquisition, rehabilitation, and/or preservation of multifamily rental housing that is affordable to low-income persons earning 80% or less of the area median income (AMI). Funds will be structured as low-interest, deferred loans to the sponsor of the project. The loans will be evidenced through a Promissory Note and secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with the PLHA-required term of 55 years.

§302(c)(4)(E)(iii) Description of major steps/actions and a proposed schedule for the implementation and completion of the Activity

Draft Permanent Local Housing Allocation 5-Year Plan

The funds will be included in the County's annual Notice of Funding Availability (NOFA). The County has completed this process annually for many years, successfully awarding millions of dollars of Federal HOME, CDBG, and Housing Opportunities for Persons with AIDS (HOPWA) funding. The 2022-2023 NOFA will be released the week of October 7, 2021, and will be the first to include PLHA funds (contingent upon a successful application). Year 1 and Year 2 funds will be included in the funds awarded to applicants who meet the guidelines of the PLHA program.

Awards will be made in Spring 2022 for funds available July 1, 2022, subject to the State's schedule. Once the County is in contract with the State for the PLHA entitlement award, the funding awards may be under contract within a year of award, and disbursement complete one year thereafter.

PROGRAM INCOME REUSE

Program income is defined as gross income received by the recipient or a subrecipient directly generated from the use of PLHA funds, 4.3.2. Any program income received from activities in this plan will first be utilized to deliver additional activities of the same type as defined by Section 2.5. If future amended plans no longer support the allocation of funds to that activity, the project income will be programmed according to the activity allocation in effect at that time. The County is committed to following the Reuse Plan adopted by this policy and defined further in Attachment A.

ASSURANCES

The County will provide PLHA assistance in the form of deferred, low-interest loans to project sponsors for use in the development of affordable rental housing. Regulatory Agreements and Promissory Notes secured by Deeds of Trust against the property housing the development will assure long-term affordability

REPORTING

Pursuant to HSC Section 504740(b)(2)(B)(ii)(III), the County will provide an Annual Report documenting the uses and expenditures of any awarded allocated every July 31 to the Department of Housing and Community Development grant management division according to its specifications.

Attachment A

CONTRA COSTA COUNTY RE-USE PLAN

Contra Costa County commits to maintaining policies and procedures that separate out Permanent Local Housing Allocation (PLHA) program income for future reuse in accordance with the following policies:

1. All repayments of PLHA loan principal and interest shall be received by the County Department of Conservation and Development and deposited into a separate reuse account maintained by the Department's Finance staff. The County's PLHA loan documentation will track information such as borrower name and address, loan/reference number, grant year, and principal and interest.
2. The reuse account shall be an interest-bearing account into which all earned interest shall be deposited. Interest earned shall be considered reuse funds and will be used in the same manner and with the same restrictions as principal and interest payments.
3. All funds deposited into the reuse account shall be the property of the County.
4. All PLHA reuse funds shall be expended in accordance with PLHA regulations. This includes, but is not limited to, income levels, homebuyer education requirements, and coordinated entry requirements.
5. Reuse funds may be used for PLHA eligible activities in the following categories, but must be in alignment with the State approved PLHA Plan.
 - a. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households, including necessary operating subsidies.
 - b. The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120-percent of AMI, or 150-percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30-days.
 - c. Assisting persons who are experiencing or at risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.
 - d. Accessibility modifications in lower-income owner-occupied housing.
 - e. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.

f. Homeownership opportunities, including, but not limited to, down payment assistance.

g. Up to five percent (5%) for administration.

6. Reuse funds may be used within the boundaries of the Urban County of Contra Costa County.

7. The County shall allow HCD full access to the reuse account records for the purpose of determining compliance with PLHA regulations



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 21, 2021

Subject: Hearing on the appeal of the Notices and Orders to Abate a public nuisance on the real property located at 4725 and 4835 Tranquility Bay, Knightsen

RECOMMENDATION(S):

1. OPEN the hearing on the appeal of the Notices and Orders to Abate a public nuisance on the real property located at 4725 and 4835 Tranquility Bay, Knightsen (APNs: 023-070-017, 023-070-018); RECEIVE and CONSIDER oral and written testimony and other evidence from the County Abatement Officer, the property owners, and other persons; and CLOSE the hearing.
2. FIND that the facts set forth below are true.
3. AFFIRM the County Abatement Officer's determination in the Notices and Orders to Abate by finding that: the hoophouse structures constructed without the necessary building permits and in use without valid certificates of occupancy; the electrical system consisting of generators, extension cords, and lighting fixtures used to light the hoophouse structures and installed without the necessary permits, not using commercially supplied electricity, and in use without authorization from the County building official; and the lighting fixtures installed and used in a manner resulting in glare on adjoining properties; on the above-referenced real properties are a public nuisance in violation of Contra Costa County Ordinance Code sections 72-6.202, 74-2.002, 76-2.002, 76-4.602, 76-4.608, and 76-4.612, and California Building Code sections 105.1, 111.1, and 112.1.

APPROVE OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Jason Crapo (925)
655-2800

cc:

RECOMMENDATION(S): (CONT'D)

4. ORDER the property owners to abate the public nuisance by doing all of the following within thirty (30) days of the mailing of the Board's decision:

- a. Remove the hoophouse structures from the subject properties; and
- b. Disconnect and remove the electrical system from the subject properties.

5. DIRECT the County Abatement Officer to remove the hoophouse structures, and disconnect and remove the electrical system from the subject properties, and charge the cost of the work and all administrative costs to the property owners, if the property owners do not comply with the Board's order to abate the public nuisance.

6. DIRECT the County Abatement Officer to send the Board's decision by first-class mail to the property owners and to each party appearing at this hearing, and to file the Board's decision with the Clerk of the Board of Supervisors.

FISCAL IMPACT:

Staff estimates the cost of removing the hoophouse structures, and disconnecting and removing the electrical system from the subject properties to be approximately \$10,000 to \$15,000 per parcel. If the County Abatement Officer performs the work of abatement and the property owners do not pay, the actual cost of the work and all administrative costs will be imposed as a lien on the properties after notice and a hearing, and may be collected in an assessment against the properties.

BACKGROUND:

1. The real property located at 4725 Tranquility Bay, Knightsen, California in Contra Costa County; APN 023-070-017 is owned by U.S. God's Dragan Management, Inc. The real property located at 4835 Tranquility Bay, Knightsen, California in Contra Costa County; APN 023-070-018 is owned by Enquan He.

2. The above-referenced properties are contiguous. Each property is split-zoned, with a portion of each property located in a general agricultural (A-2) zoning district and the remaining portion of each property located in a heavy agricultural (A-3) zoning district.

3. Contra Costa County Ordinance Code section 72-6.202 and California Building Code section 105.1 prohibit the erection, construction, enlargement, alteration, repair, movement, improvement, removal, conversion, or demolition of any building or structure regulated by Title 7 of the County Ordinance Code, or the performance of any work regulated by Title 7 of the County Ordinance Code without the necessary permits from the County building official.

4. Contra Costa County Ordinance Code sections 74.2.002 and California Building Code section 111.1 prohibit occupancy of a building until a final inspection is made and the building official issues a certificate of occupancy.

5. Contra Costa County Ordinance Code sections 72-6.202 and 76-2.002 and California Building Code sections 105.1 and 112.1 prohibit making connections from a utility, source of energy, fuel, or power to any building or system for which a permit is required until approved by the building official.

6. Contra Costa County Ordinance Code section 76-4.602 prohibits connecting a source of electrical energy or supplying electric service to any electrical equipment for which a permit is required without first obtaining the County building official's written authorization.

7. Contra Costa County Ordinance Code section 76-4.608(a) requires all occupancies that have commercially supplied electricity to connect to the commercial supplier. Section 76-4.608(b) prohibits any occupancy that has commercially supplied electricity from using a permanent or temporary generator, except when authorized by the County building official.

8. Contra Costa County Ordinance Code section 76-4.612 requires lighting fixtures to be installed, controlled, or directed so that light will not glare on adjoining property.

9. Based on complaints from the public, County staff made an initial inspection of the above-referenced properties on November 30, 2020. County staff observed the construction of hoophouse structures greater than 120 square feet in size without required permits, in violation of Contra Costa County Ordinance Code section 72-6.202 and California Building Code section 105.1. County staff observed that occupancy of the hoophouse structures had occurred without an approved final inspection or issuance of a certificate of occupancy in violation of Contra Costa County Ordinance code section 74-2.002 and California Building Code section 111.1. County staff observed that an extensive electrical system consisting of generators, extension cords, and lighting fixtures use to light the hoophouse structures had been installed without the necessary permits, was not using commercially supplied electricity, and was in use without authorization from the County building official in violation of Contra Costa County Ordinance Code sections 72-6.202, 76-2.002, 76-4.602, and 76-4.608, and California Building Code Sections 105.1 and 112.1.

10. County staff observed what appeared to be a single industrial hemp cultivation operation occurring across both properties, including a single entry point providing access to both properties. Approximately 168 hoophouse structures have been constructed on APN 023-070-017. Approximately 142 hoophouse structures have been constructed on APN 023-070-108. County staff observed the electrical system installed to provide lighting to the hoophouse structures on both properties.

11. Inspection of County files related to the above-referenced properties revealed that no building permit was issued for either property for the construction of the hoophouse structures or installation of the electrical system.

12. Re-inspection of the properties on December 7, 2020, January 6, 2021, January 20, 2021, February 3, 2021, March 9, 2021, and May 24, 2021 showed that the properties continued to be in violation of Contra Contra County Ordinance Code sections 72-6.202, 74-2.002, 76-2.002, 76-4.602, and 76-4.608, and California Building Code sections 105.1, 111.1, and 112.1. Based on complaints and evidence submitted by neighboring property owners, County staff also determined that lighting fixtures within the hoophouse structures resulted in light glaring onto adjoining properties in violation of Contra Costa County Ordinance Code section 76-4.612. See Attachment A for the chronology of events and site inspections at the properties.

13. The Notices and Orders to Abate were served on the respective property owners by certified mail on May 24, 2021, and posted on the above-referenced properties on May 24, 2021.

14. A representative of the property owners file an Appeal of Notice and Order to Abate on May 25, 2021.

15. The Appeal contends that the property owners (U.S. God's Dragan Management, Inc., and Enquan He) leased the properties to other parties in September 2020 and that under the lease agreement, the property owners are not responsible for any operations conducted on the properties. However, the property owners are responsible for code violations on their property, notwithstanding any lease they

may have. As described herein, County staff has observed violations of the County Ordinance Code and California Building Code on the subject properties. Under the County Ordinance Code, the County abatement officer may declare and abate these violations as public nuisances upon notice to the property owner. County staff properly serviced the Notices and Orders to Abate on the respective property owners by mail and physically posted the Notices and Orders to Abate at the properties in accordance with County Ordinance Code section 14-6.412.

16. The Appeal also contends that the lessees of the subject properties have obtained licenses to plant industrial hemp and have applied for building permits for the hoopouses, but that those building permit applications have not been processed. Inspection of county files related to the subject properties revealed that there are no pending building permit applications for the properties. On November 17, 2020, the Board of Supervisors adopted an urgency ordinance to establish a moratorium on industrial hemp cultivation and processing that also prohibited the issuance of building permits for hoopouses or any other structures used or intended to be used for industrial hemp cultivation or processing. Even if a building permit application had been submitted, a building permit for the hoopouse structures on the subject properties, which are currently being used for industrial hemp cultivation, could not have been issued during the moratorium.

17. The current State hemp registration associated with the subject properties will expire on September 22, 2021. Under the County's Industrial Hemp Cultivation Ordinance, the registration cannot be renewed because outdoor cultivation of industrial hemp, including cultivation within a hoopouse structure, is not permitted on the subject properties.

18. Re-inspection of the properties on August 30, 2021 showed no change in the conditions, including the continued nighttime light glare from operations on the subject properties, and that the properties continued to be in violation of Contra Costa County Ordinance Code sections 72-6.202, 74-2.002, 76-2.002, 76-4.602, 76-4.608, and 76-4.612, and California Building Code sections 105.1, 111.1, and 112.1.

19. Notice of this appeal hearing was sent to the representative and property owners by the Clerk of the Board by certified mail and e-mail on September 10, 2021. Notice was also mailed to the tenants named in the appeal letter.

ATTACHMENTS

Attachment A-Event Chronology for 4725 and 4835 Tranquility Bay

Exhibit A - Photos

Attachment B-Notice and Order to Abate letters for 4725 and 4835 Tranquility Bay

Attachment C-Appeal Letter of Notice to Abate

Attachment D - PowerPoint Presentation. Tranquility Bay

Chronology of Events for 4725 and 4835 Tranquility Bay

Site address: 4725 Tranquility Bay Rd, Knightsen CA
Owner: U.S Gods Dragan Management Inc.
APN: 023-070-017
REF: BIRF21-00088

Site address: 4835 Tranquility Bay Rd, Knightsen CA
Owner: Enquan He
APN: 023-070-018
REF: BIRF20-01015

The following chronology of events documents the code violations observed by County staff culminating in the Notices and Orders to Abate.

November 30, 2020: Initial site visit based on complaints. Staff observed structures over 120 square feet being constructed with electrical for lighting without approvals or permits. See photos dated November 30, 2020 in Exhibit A. Staff issued a field Notice to Comply for 4835 Tranquility Bay.

December 7, 2020: Site visit to follow up on Notice to Comply. All violations still present, and additional structures under construction. See photos dated December 7, 2020 in Exhibit A.

January 6, 2021: Follow up site visit. All violations still present. Staff issued new Notice to Comply for 4835 Tranquility Bay to include violations related to unpermitted electrical system and generators.

January 20, 2021: Follow up site visit. All violations still present, and additional structures under construction. See photos dated January 20, 2021 in Exhibit A. Staff confirmed that no building permits had issued for 4835 Tranquility Bay. Prepared, posted, and served a Notice of Intent to Record a Notice of Pending Nuisance Abatement Proceeding and Notice of Pending Nuisance Abatement Proceeding.

February 3, 2021: Follow up site visit. All violations still present, and additional structures under construction. See photos dated February 3, 2021 in Exhibit A. Staff determined that property consists of two separate parcels. Staff confirmed that no building permits had issued for 4725 Tranquility Bay. Staff issued a Notice to Comply for 4725 Tranquility Bay. Prepared, posted, and served a Notice of Intent to Record a Notice of Pending Nuisance Abatement Proceeding and Notice of Pending Nuisance Abatement Proceeding.

March 3, 2021: Recorded Notice of Pending Nuisance Abatement Proceeding for subject properties.

March 9, 2021: Follow up site visit. All violations still present, and additional structures under construction. Posted recorded Notices at property.

April 15, 2021: Received complaint from neighboring property owner regarding light pollution from subject property. Staff determined that lighting fixtures within the hoop house structures resulted in light glaring onto adjoining properties.

May 24, 2021: Follow up site visit. No change in site conditions. Prepared, posted, and served Notice and Order to Abate.

May 25, 2021: Received joint appeal from property owners' representative.

August 30, 2021: Follow up site visit. All violations still present, including nighttime light glare. See photos dated August 30, 2021 in Exhibit A.

EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen

November 30, 2020



EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



December 7, 2020

EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



January 20, 2021





EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen

February 3, 2021



EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



August 30, 2021



**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Amalia Cunningham
Assistant Deputy Director

NOTICE AND ORDER TO ABATE
(C.C.C. Ordinance Code 14-6.410)

May 24, 2021

US GODS DRAGAN MANAGEMENT INC
5600 EDGEVIEW DR
DISCOVERY BAY, CA 94505-9281

SITE: 4725 TRANQUILITY BAY, KNIGHTSEN, CA
APN: 023-070-017
REF: BIRF21-00088

NOTICE IS HEREBY GIVEN that: (1) the hoophouse structures located on the subject property were constructed without the necessary building permits and are in use without valid certificates of occupancy in violation of Sections 72-6.202 and 74-2.002 of the Contra Costa County Ordinance Code and Sections 105.1 and 111.1 of the California Building Code; (2) the electrical system consisting of generators, extension cords, and lighting fixtures used to light the hoophouse structures was installed without the necessary permits, does not use commercially supplied electricity, and is in use without authorization from the County building official, in violation of Sections 72-6.202, 74-2.002, 76-2.002, 76-4.602, and 76-4.608 of the Contra Costa County Ordinance Code and Sections 105.1 and 112.1 of the California Building Code; and (3) the lighting fixtures on the subject property are installed and used in a manner resulting in glare on adjoining properties in violation of Section 76-4.612 of the Contra Costa County Ordinance Code. These violations have been declared a public nuisance by the County abatement officer and must be abated immediately. The public nuisance is on property located at 4835 TRANQUILITY BAY, KNIGHTSEN, CA, APN 023-070-018.

YOU ARE HEREBY ORDERED TO ABATE SAID PUBLIC NUISANCE within **ten (10)** consecutive calendar days from the issuance of this order. The issuance date is specified below. You may abate the public nuisance by removing the hoophouse structures, and disconnecting and removing the electrical system, from the subject property. If you fail to abate the public nuisance within the number of days specified, the County may order its abatement by public employees, private contractor, or other means. The cost of said abatement, if not paid, may be levied and assessed against the property as a special assessment lien and may be collected at the same time

and in the same manner as ordinary county taxes are collected, subject to the same penalties, procedures and sale in case of delinquency.

YOU MAY APPEAL FROM THIS ORDER OF ABATEMENT, but any such appeal must be brought prior to the expiration of the number of days specified above for completion of abatement. The appeal must be in writing; specify the reasons for the appeal; contain your name, address, and telephone number; be accompanied by an appeal fee of one hundred twenty-five dollars (\$125.00); and be submitted to the Clerk of the Board of Supervisors at the following address:

**Clerk of The Board of Supervisors
County of Contra Costa
1025 Escobar Street, 1st Floor
Martinez, Ca 94553**

One who is legally indigent may obtain a waiver of the appeal fee. Upon timely receipt of the appeal and accompanying fee, or waiver, the Clerk of the Board will cause the matter to be set for hearing before the Board of Supervisors and notify you of the date and location of the hearing.

If you have any questions regarding this matter, you may direct them to the county officer issuing this notice at the address or telephone number listed below.

ISSUANCE DATE: May 24, 2021

REFERENCE #: BIRF20-01015



Joe Losado
Building Inspector/Code Enforcement Officer
(925) 655-2802
Joe.Losado@dcd.cccounty.us

**Department of
Conservation and
Development**

30 Muir Road
Martinez, CA 94553

Phone: 1-855-323-2626

**Contra
Costa
County**



John Kopchik
Director

Aruna Bhat
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Amalia Cunningham
Assistant Deputy Director

NOTICE AND ORDER TO ABATE
(C.C.C. Ordinance Code 14-6.410)

May 24, 2021

HE ENQUAN
5600 EDGEVIEW DR
DISCOVERY BAY, CA 94505-9281

SITE: 4835 TRANQUILITY BAY, KNIGHTSEN, CA
APN: 023-070-018
REF: BIRF20-01015

NOTICE IS HEREBY GIVEN that: (1) the hoophouse structures located on the subject property were constructed without the necessary building permits and are in use without valid certificates of occupancy in violation of Sections 72-6.202 and 74-2.002 of the Contra Costa County Ordinance Code and Sections 105.1 and 111.1 of the California Building Code; (2) the electrical system consisting of generators, extension cords, and lighting fixtures used to light the hoophouse structures was installed without the necessary permits, does not use commercially supplied electricity, and is in use without authorization from the County building official, in violation of Sections 72-6.202, 74-2.002, 76-2.002, 76-4.602, and 76-4.608 of the Contra Costa County Ordinance Code and Sections 105.1 and 112.1 of the California Building Code; and (3) the lighting fixtures on the subject property are installed and used in a manner resulting in glare on adjoining properties in violation of Section 76-4.612 of the Contra Costa County Ordinance Code. These violations have been declared a public nuisance by the County abatement officer and must be abated immediately. The public nuisance is on property located at 4835 TRANQUILITY BAY, KNIGHTSEN, CA, APN 023-070-018.

YOU ARE HEREBY ORDERED TO ABATE SAID PUBLIC NUISANCE within **ten (10)** consecutive calendar days from the issuance of this order. The issuance date is specified below. You may abate the public nuisance by removing the hoophouse structures, and disconnecting and removing the electrical system, from the subject property. If you fail to abate the public nuisance within the number of days specified, the County may order its abatement by public employees, private contractor, or other means. The cost of said abatement, if not paid, may be levied and assessed against the property as a special assessment lien and may be collected at the same time

and in the same manner as ordinary county taxes are collected, subject to the same penalties, procedures and sale in case of delinquency.

YOU MAY APPEAL FROM THIS ORDER OF ABATEMENT, but any such appeal must be brought prior to the expiration of the number of days specified above for completion of abatement. The appeal must be in writing; specify the reasons for the appeal; contain your name, address, and telephone number; be accompanied by an appeal fee of one hundred twenty-five dollars (\$125.00); and be submitted to the Clerk of the Board of Supervisors at the following address:

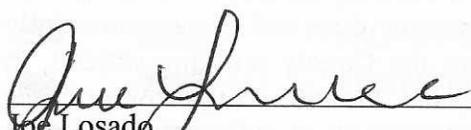
**Clerk of The Board of Supervisors
County of Contra Costa
1025 Escobar Street, 1st Floor
Martinez, Ca 94553**

One who is legally indigent may obtain a waiver of the appeal fee. Upon timely receipt of the appeal and accompanying fee, or waiver, the Clerk of the Board will cause the matter to be set for hearing before the Board of Supervisors and notify you of the date and location of the hearing.

If you have any questions regarding this matter, you may direct them to the county officer issuing this notice at the address or telephone number listed below.

ISSUANCE DATE: May 24, 2021

REFERENCE #: BIRF20-01015



Joe Losado
Building Inspector/Code Enforcement Officer
(925) 655-2802
Joe.Losado@dcd.cccounty.us

MagStone LAW

WWW.MAGSTONELAW.COM

4633 OLD IRONSIDES DR
SUITE 160
SANTA CLARA, CA 95054

475 EL CAMINO REAL
SUITE 408
MILLBRAE, CA 94030

1001 AVENUE OF THE AMERICAS
SUITE 1105
NEW YORK, NY 10018

May 25, 2021

VIA PRIORITY MAIL

Clerk of the Board of Supervisors
County of Contra Costa
1025 Escobar Street, 1st Floor
Martinez, CA 94553
Joe.losado@dcd.cccounty.us

Re: Appeal Submission to Notice and Order to Abate

Dear Sir or Madam,

I am a partner of MagStone Law, LLP. I write on behalf of my clients U.S. Gods Dragan Management Inc. ("UGDM") and Enquan He ("HE") to submit an appeal regarding the Notice and Order to Abate, dated May 24, 2021 (the "Notice").

In September 2020, UGDM and HE each purchased a piece of land with APN # 023-070-017-1 and 023-070-018, respectively. Upon obtaining the lands, UGDM and HE leased the lands to U.S. Phoenix Management Inc. ("UPMI") and Xiaozhen Mai ("MAI") to plant industry hemp. UGDM and HE signed a lease agreement (the "Lease Agreement") with UPMI and MAI. Pursuant to the relevant terms of the Lease Agreement, the parties agree that UPMI and MAI will be in charge of all operations they conduct on the lands and that UGDM and HE cannot intervene such operations. UPMI and MAI will also be responsible to obtain any licenses and permits needed relating to the industrial hemp planting.

UPMI and MAI applied for and obtained a license to plant industrial hemp. During this process, UPMI and MAI inquired the relevant department regarding building hoopouses and was informed that it could build hoopouses to plant industry hemp. Specifically, UPMI was informed that there are no laws or regulations forbidding them from building hoopouses for the purpose of planting industry hemp. UPMI then submitted an application to build hoopouses with the relevant department. However, UPMI was informed that its application could not be processed at that time due to the slowdown of the government operations triggered by COVID-19.

Based on the above facts, UGDM and HE respectfully request that the County withdraw the Notice and Order to Abate for the following reasons:

First, the Notice was issued to UGDM and HE. However, UGDM and HE leased the lands to UPMI and MAI in September 2020 and, pursuant to the Lease Agreement, they are not responsible for any operations conducted on the lands. Therefore, any notices relating to the operations conducted on the lands should be issued to UPMI and MAI instead.

Moreover, UPMI and MAI have already obtained the license and/or permit to plant industry hemp on the lands and have also applied for building hoopouses on the lands. However, the relevant department could not process their application due to the slowdown of the operations of government agencies. Therefore, UPMI and MAI have followed the processes to submit an application. It is not their fault if the relevant department cannot process their application in a timely manner.

Please direct all future communications relating to this matter to me. Meanwhile, should you have any questions regarding this matter, please feel free to contact me at 925-257-3097 or via email at bingzhangryan@magstonelaw.com. Thank you.

Regards,

s/ Bing Ryan

Partner
MagStone Law, LLP

PRESS FIR

EXPECTED DELIVERY DAY: 05/26/21

USPS SIGNATURE® TRACKING #



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94553
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R2304H108634-20

FROM:

Bing Ryan
16 Southward Drive
Orinda, CA 94563

TO:

Clerk of the Board of Supervisors
County of Contra Costa
1025 Escobar Street, 1st Floor
Martinez, CA 94533

Expected delivery date specified for domestic use.

Most domestic shipments include up to \$50 of insurance (restrictions apply).*

USPS Tracking® included for domestic and many international destinations.

Limited international insurance.**

When used internationally, a customs declaration form is required.

Insurance does not cover certain items. For details regarding claims exclusions see the

Domestic Mail Manual at <http://pe.usps.com>.

See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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PS00001000014

EP14F May 2020

OD: 12 1/2 x 9 1/2

EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen

November 30, 2020



EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



December 7, 2020

EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



January 20, 2021





EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen

February 3, 2021

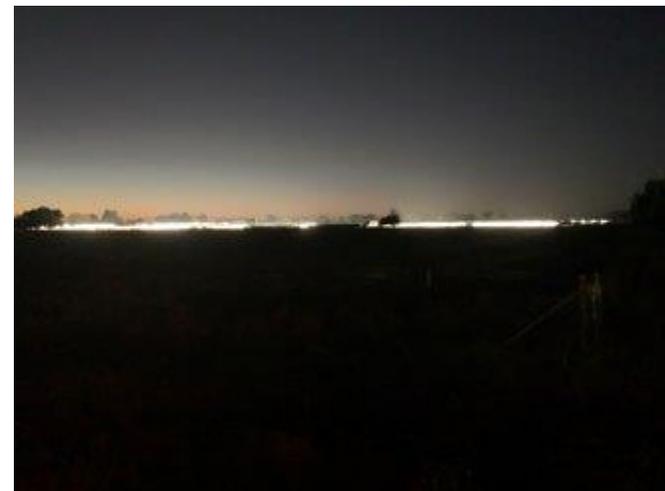


EXHIBIT A

4725 and 4835 Tranquility Bay, Knightsen



August 30, 2021





Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Update on COVID -19

RECOMMENDATION(S):

CONSIDER update on COVID 19 and facts on vaccination; and PROVIDE direction to staff. (Health Department - Anna Roth, Director, Dr. Farnitano, Health Officer, and Erika Jenssen, Deputy Director)

FISCAL IMPACT:

Administrative Reports with no specific fiscal impact.

BACKGROUND:

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Monica Nino

cc:

AGENDA
ATTACHMENTS
MINUTES
ATTACHMENTS
Covid-19 Update

Covid Update Report

D.4 09-21-2021

Anna Roth, Contra Costa Health Services Director

Covid-19 has continued to devastate the world, our country and our county. According to data compiled by Johns Hopkins university as of September 20, 2021 more than 675,000 people in the United States have died from Covid-19, with the current rising rate of an average of more than 1900 fatalities a day. What that means is that Covid-19 is now the deadliest pandemic in U.S. history, exceeding the death toll of the 1918 influenza pandemic known as the Spanish flu. Last week we also passed a grand milestone where data was released that 1 in 500 Americans have now died from the virus. At this time in Contra Costa County there are 135 people hospitalized with Covid-19, with 54 of those in the critical care units. While the peak of the summer long surge seems to have passed the county's daily case rate remains as high as it was in February.

Throughout this pandemic Contra Costa Health Services (CCHS) has used every tool available to help save lives. That includes a team of seasoned health professionals scanning all available science and evidence as it has grown and evolved in regard to a novel virus. CCHS health officers are a team of health physicians and professionals that work together as well as a number of seasoned public health professionals with years of experience who are reviewing information daily, to ensure our guidance is based on science and importantly, it's up to date. The team of at CCHS have been hard at work ensuring that the information on cchealth.org is reliable and based on known science.

It is known that wearing masks, social distancing, a variety of protective measures are really important. It is also known layering this with vaccination, contact tracing, good indoor ventilation and moving as many activities as we can outdoors is the safest possible way forward. It is known that the vaccine remains the best and most powerful tool of protection against Covid-19.

The majority of people who are hospitalized and/or die from Covid-19 in our county are the unvaccinated. Since December 15th the unvaccinated residents have accounted for 95.4% of the county's deaths. September 20th, CCHS added a new online dashboard that displays the rate of the daily hospitalizations per 100,000 people due to Covid-19, for both vaccinated and unvaccinated. 80% of all Covid-19 hospitalizations are among the unvaccinated.

Since July 1st, in the 18 to 65 age group, 86% of our hospitalizations have been in that group have been in the unvaccinated. And since July 1st, 86% of the deaths in the 18 to 65 group have been unvaccinated. Unvaccinated people are on average 13 years younger than vaccinated people that are dying. Local hospital data continues to show that getting vaccinated is the most powerful step that we can take and can reduce our risk of acquiring and having a bad outcome from Covid-19.

Erika Jensen, CCHS Deputy Health Director.

Every public health measure known has been implemented in the fight against Covid-19, including education about the science of Covid-19, how it's transmitted, directing people to stay at home through health orders, isolation and quarantine, contact-tracing, travel restrictions, masking and testing. Even with all of those public health measures there have been and still are people very sick and dying, particularly hardest hit being elder adults.

The first vaccine in the western world was introduced in 1796 by Edward Jenner. The smallpox vaccine was distributed in the continental army with General Washington. Smallpox was a deadly disease for thousands of

years, responsible for 300 to 500 million deaths. By using public health measures, we as humans have eliminated smallpox and it no longer causes any disease or deaths anywhere on our planet. This was only because of vaccines.

In March 2020, Ms. Jensen oversaw and coordinated the response to the first outbreak of Covid in a care facility in Orinda. There was no vaccine. It was not possible to prevent multiple deaths in that facility or other care facilities in the county. Even though weekly and on-demand testing were available for both the residents and workers. These were heartbreaking and tragic and incredibly scary times, for residents, for family members, for staff in the facilities, and for the health department staff.

When the vaccine came CCHS offered vaccines to the first responders, law enforcement and firefighters as well as emergency medical personnel and health care professionals before the general public as they recognized the importance of these staff, in character for the County as well as their increased risk given their professions.

The other tool that CCHS has is a vaccine mandate. In the early 1900s, the first mandate was in Boston. They became more widespread in the early 1900s and in 1905 the Supreme Court upheld vaccine mandates to keep up the health of the community. Most people are familiar with the mandated vaccines required to attend school. Many essential workers in the health and education fields are familiar with vaccine requirements that are designed to protect them as well as the public such as hepatitis b, measles and influenza.

In 2016, the California legislature eliminated the ability to exempt children from the vaccine requirements because their family claimed a personal belief exemption. The only way children can go to school in California is either they are advance necessitated or they have an approved medical exemption. This is to protect themselves and everyone else because vaccine mandates save lives.

Listening to the experts about what to do during an emergency is truly a matter of life and death. We know this information they share with us is based on the information they have and based on their expertise and training. Misinformation is dangerous and costs lives.

Chris Farnitano, M.D., Public Health Officer

It is clear now that the delta variant is very deadly and that if the delta variant had arrived before we had vaccines widely available, many, many more people would have died, than have. The delta variant is more contagious and it's more deadly. And the delta variant is quietly circulating in Contra Costa County

When the state blueprint was lifted in June 2021, the state mask requirements were lifted we found that the vaccination level of our community was not high enough to prevent this deadly summer surge of the Delta variant. Though progressing better than many parts of the country, we have not gotten all of our residents vaccinated.

One of the biggest challenges we're facing in stopping this coronavirus is the widespread misinformation about the Covid-19 vaccines. It's permeating our social media feeds, it's permeating our communities and unnecessarily taking lives with it. It is clear that vaccination against Covid-19 is far and away the most effective means of preventing infection with the Covid-19 virus. The vaccines reduce the risk of Covid-19 infection by 70 to 95%. They reduce the risk of hospitalization by over 90%. And they reduce the risk of dying from Covid by over 90%. Additionally the vaccinations also appear to reduce the chance of spreading Covid from a vaccinated person who does unfortunately get infected. They are less likely the spread the infection by 40 to 60% by most estimates. Not only does this vaccine protect the person but other people they may come into contact with.

The mRNA technique that's used in both the Pfizer and Moderna vaccines has been studied by hundreds of researchers over decades. It's been studied for developing vaccines for rabies, flu, SARS 1 and other is

diseases. The first animal trial for an mRNA trial was done in the 1990s and the first human clinical trials were started in 2013. here is a lot of scientific experience with these vaccines.

These vaccines do not change a persons DNA and the mRNA in the vaccine leaves the body after a few days. They are very, very safe. There are very rare risks of these vaccines. Those risks are minuscule in comparison to the risk of the Covid virus itself.

The instance of blood clots occurring after the Johnson & Johnson vaccine is estimated to be about seven cases in one million vaccinated women between the ages of 18 and 49 years old. These blood clots are even rarer in older women and even rarer in men. Note three people did die from these blood clots before the use of this vaccine was paused for the CDC to better understand the issue and communicate to doctors how best to treat these blood clots. With those better treatment protocols, any future occurrences of this rare side effect can be prevented and in fact there have been no further confirmed deaths related to the vaccine since the because was lifted. There is no evidence at all that any of the Covid vaccines have contributed to any other Covid deaths from whatever cause. The Covid infection from the virus actually causes many more blood clots in patients than vaccine does.

There were reports of heart problems that are related to the mRNA vaccine called myocarditis. The highest risk seems to be in young males that have been vaccinated with either Pfizer or Moderna vaccine. These cases have been mild and self-effective in a matter of a few days.

About about 20 to 30% of patients hospitalized with Covid show heart problems and the chance of becoming severely ill after Covid infection is much, much higher for all age groups, in fact the hospitalization risk for a young boy or man related to Covid, a quarter of those young men and teenage boys wind up in the ICU and about one in 150 hospitalized young men who are hospitalized with Covid end up dying.

There have been estimated that over 33,000 deaths in children are prevented every single year by just our routine childhood vaccinations that probably all of us have received when we were kids. However, there are still approximately 300 deaths a year in children from these same diseases in children who are either unvaccinated or incompletely vaccinated.

Covid-19 is even bigger threat to children's health than all of these other vaccine preventable diseases combined, polio, measles, chicken pox, meningitis, because of the low vaccination rates against Covid in our teens and the lack of an authorized vaccine at this point for children under 12. Our teenagers and our children are at much greater risk for Covid-19 than they are for all these other childhood vaccinations that we just get routinely without too much concern. Since the pandemic began last spring and as of September 15th of this year there have been 516 Covid deaths in children across the United States. That is more than the estimated number of deaths from all these other vaccine preventable diseases in children in the same time period. Even though children are less risk than adults, Covid is still the biggest infectious disease risk in children that exists in this country today.

There are claims that link the Covid vaccine to infertility and pregnancy. There is no information to support that. The American Medical Association recommends vaccination for all young women who are considering a future pregnancy. The American College of Obstetrics and Gynecology strongly recommends all pregnant women to receive the vaccine.

There are several drugs that are talked about for treatment or prevention of Covid-19 which have shown to be completely ineffective in treating or preventing Covid-19. That includes hydroxychloroquine, et cetera, i strongly recommend people not use these treatments for either preventing or treating Covid-19.

The other issue is long Covid where people have suffered for months or longer with brain fog, breathing difficulties, fatigue, other symptoms that can go on after someone's recovered from an acute Covid infection.

One survey showed that one in five Covid-19 survivors reported having persistent symptoms, getting Covid, you know even if you survive it, even if you don't get hospitalized, it can still lead to severe symptoms, that can go on for a long period of time.

Comparing Covid to other diseases, in a typical flu year we see about zero to one flu flu deaths a week in Contra Costa County. If you add in all the deaths from pneumonia in Contra Costa County from all causes we might see two or three deaths a week from all causes of pneumonia. We have been seeing 15 to 20 Covid deaths reported a week for the past four weeks. And almost all of those the deaths could have been prevented if those individuals had been vaccinated prior do getting sick.

Sergio Urcuyo, M.D, Family Medicine Specialist

Contra Costa Regional Medical Center (CCRMC) is approaching the end of the fourth wave of Covid infections at the facility. The staff has done a marvelous job of protecting the sick and they are tired. Contra Costa has been in the state of semi-emergency. This last wave has been different in some ways better, in many worse.

It's been different because staff know what to do, know how to diagnose, know how to treat in ways that they didn't when this hit the scene in March of 2020. They are all more exhausted this time around, because the sick patients in the hospital have been unvaccinated. It feels almost universal on the medical wards. They watch patients suffer and die all the while knowing we have a tool that can prevent it. This is a different brand of fatigue than it was for the first few waves and it crushes deeper than the fatigue from a lack of sleep.

Unlike earlier waves, people are now questioning why they make the sacrifices they do. This is new. This is a different sort of fatigue. Different kind of exhaustion that the staff is feeling. CCRMC is often asked to take Covid-19 patient transfers from other counties that are overwhelmed. Particularly in central California where there are no beds left. Our infrastructure has been okay, and one of the reasons it has been okay is because we are one of the fortunate counties. In terms of hospitalizations. And that's in large part thought to be due to our overall high vaccination rate. Yet the transfer system is still impacted now. There are delays in transferring patients for a lack of staffed beds. The lack of staffed beds across the region has left transfers delayed, and left patients in the lurch in ways that they should not be and frankly that they wouldn't be if vaccinations were universally taken by everybody. Vaccines are the key to having staffed beds and that staffed bed is the critical shared resource for the region and for the state. And that's the pivotal piece here in terms of vaccinating our staff members.

Supervisor Andersen noted that with hospitalizations, case numbers have been declining for past three weeks. Contra Costa's demographics are a little bit different than San Francisco or Berkeley. We don't have a major city center universally, so she would like to know why did we go out on our own with implementing vaccine verifications, for restaurants and bars.

San Francisco and Berkeley did put similar restrictions in place for vaccine verification, for restaurants, bars and gyms. As did Los Angeles and Palm Springs. There is not always full consensus across the Bay Area with every one of the 11 counties. But CCHS felt this was really important.

Covid cases are high, the hospitals were really stressed, the school systems were really stressed, too. The schools are struggling to open up in the midst of a surge for full in-person learning. Many children are needing to quarantine and isolate, some classrooms have had to close. So there was an urgency of getting these cases down and get them down quickly to allow kids to stay in school and not have them go back to remote learning like they did last year. And the need to prevent future surges, too. After every holiday there was an increase in cases.

When this order was launched we hadn't seen the effect yet of labor day weekend. There was a slight bump in cases among the unvaccinated population. Fortunately it was a small uptick and hopefully we can start seeing

the numbers decrease again. But the fall and winter holidays are coming up. People will be moving more indoors and we don't want to see another fall or winter wave.

So we need to get the cases down now. We need to help keep them from going up in the near future. We know that these venues are high risk for transmission. There was one study that estimated at one point, 10% of transmission was related to public venues. And we know also that there is a lot of the community that doesn't feel safe going to an indoor restaurant or an indoor gym when there is other people there who may be unvaccinated. We've seen this across the nation that when Covid cases surge, people tend to not go out as much. They tend not to go out to restaurants. Those businesses actually suffer and that's independent of whether there's been a local or state restriction on those businesses. People decide on their own to avoid these high risk businesses. Hopefully by putting these requirements to either show your vaccination or recent negative test, people will feel more confident dining at an indoor restaurant or going to an indoor bar or indoor gym and it may actually drive traffic to those businesses.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: UPDATE ON EMERGENCY RENTAL ASSISTANCE PROGRAM AND EVICTION PROTECTIONS
ESTABLISHED BY AB 832 (CHAPTER 27, STATUTES OF 2021)

RECOMMENDATION(S):

1. ADOPT Resolution No. 2021/293 approving and authorizing the County Administrator, or designee, to enter into an agreement with the California Business, Consumer Services and Housing Agency for administration of the County's allocation of federal Emergency Rental Assistance Program 2 funds.
2. AUTHORIZE the Chair of the Board of Supervisors to sign a letter in support of a reallocation of unused federal Emergency Rental Assistance Program 1 funds by the U.S. Treasury from jurisdictions outside of California to the State of California, including for the benefit of Contra Costa County as an Option A partner in the State Emergency Rental Assistance Program.
3. RECEIVE an update on AB 832 statewide eviction protections in place effective October 1, 2021 through March 31, 2022 following the scheduled expiration of the statewide eviction moratorium on September 30, 2021.

FISCAL IMPACT:

\$71,605,012, 100% Federal. \$38,941,950 from a Federal direct allocation to the County and \$32,663,061 from a State subrecipient allocation to the County. Both sources funded by the American Rescue Plan Act. As a part of today's recommendation, the County's Federal direct allocation of ERAP 2 funds would be transferred to the State as was done with the ERAP 1 Federal direct allocation CFDA No. 21.023.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes: See Addendum

VOTE OF SUPERVISORS

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

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

ATTESTED: September 21, 2021

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

By: June McHuen, Deputy

Contact: Timothy Ewell, (925)
655-2043

FISCAL IMPACT: (CONT'D)

Cumulatively, the County will have been allocated a total of \$147,427,324; \$75,822,311 from ERAP 1 together with \$71,605,012 (outlined above) from ERAP 2 to provide rental and utility assistance to County residents.

BACKGROUND:

Emergency Rental Assistance Program History

The Emergency Rental Assistance Program (ERAP) makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been funded by the Federal government to support this endeavor: ERAP 1 provides up to \$25 billion under the Consolidated Appropriations Act, 2021, which was enacted on December 27, 2020, and ERAP 2 provides up to \$21.55 billion under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021. The funds are provided directly to states, U.S. territories, local governments, and (in the case of ERAP 1) Tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

In Contra Costa County, the combined share of ERAP 1 and ERAP 2 allocations is \$147,427,324 (\$75,822,312 from ERAP 1 and \$71,605,012 from ERAP 2). Note that both figures include a state allocation to the County in addition to the federal direct allocation. ERAP 1 funds must be spent by September 30, 2022 and ERAP 2 funding must be spent by September 30, 2025.

On February 9, 2021, the Board of Supervisors selected Option A pursuant to SB 91, allowing the State to implement the Emergency Rental Assistance Program (ERAP) on behalf of the County. The County was one of several large counties (i.e. those with populations over 200,000), including Butte, Los Angeles, San Mateo, Santa Cruz, San Luis Obispo, Tulare, Ventura and Yolo that opted into Option A along with all small counties (i.e. those with populations under 200,000). Subsequently, the County Administrator filed an Expression of Interest Form with the California Department of Housing and Community Development and, ultimately, executed an agreement with the State to operate the program on March 18, 2021. Authority was granted to the County Administrator to take these actions on March 2, 2021 as part of Resolution No. 2021/78.

On March 15, 2021, the Statewide program opened to the public, including a multilingual website (housingiskey.com) and toll-free hotline (1-833-430-2122). The State has contracted with the Local Initiative Support Corporation (LISC) to assist with outreach for the program. The State's partnership with LISC includes contracts with "Local Partner Network Organizations", primarily local community-based organizations, to provide assistance to residents seeking rental and utility payment relief. In Contra Costa County, residents can dial 1-833-687-0967 to make an appointment with a Local Partner Network Organization.

On March 23, 2021, the Board authorized additional funding in the amount of \$514,000 to further supplement outreach to residents throughout the County and to establish a Housing Stability Service program, as follows:

- \$313,320 - Community Outreach & Engagement (Administered by Richmond Community Foundation)
- \$75,000 - Local Housing Stability Services (Bay Area Legal Aid administered by Richmond Community Foundation)
- \$50,000 - 211 for Rental Assistance Navigation (Contra Costa Crisis Center)
- \$20,000 - Emergent Needs (Administered by Richmond Community Foundation)

\$55,680 - Fiscal/Administrative Fee Allowance (Richmond Community Foundation)

\$514,000 Total

The above services are funded through December 31, 2021, with the exception of the allocation to the Contra Costa Crisis Center for 211 services, which is through September 30, 2021.

Contra Costa County ERAP 2 Allocation

The U.S. Treasury notified eligible jurisdictions that the grant awards portal was open on Tuesday, May 4, 2021 with a due date on Monday, May 10, 2021 and concurrently released updated Frequently Asked Questions (FAQs) integrating the unique eligibility requirements contained in ERA2 with those already in place for ERAP 1. The County Administrator timely filed the grant application on Friday, May 7, 2021 as requested by the U.S. Treasury to qualify for funding. On May 18, 2021, the Board ratified action taken by the County Administrator to apply for the ERAP 2 allocation and the County received a 40% advance of its federal direct allocation in the amount of \$15,576,780 on May 27, 2021. The remainder of funds are to be allocated to jurisdictions once each jurisdiction has obligated 75% of the initial allocation.

On July 13, 2021, following the passage of AB 832, the California Department of Housing and Community Development issued a letter to local government agencies outlining options for participation in the State ERAP program using the ERAP 2 allocations issued by the U.S. Treasury. The state requested a letter of intention no later than July 27, 2021. On July 27, 2021, the County Administrator's Office responded to the State communicating an intention to continue participating as an Option A partner contingent on approval by the Board of Supervisors. Based on the responses to the State, several jurisdictions that had initially decided to run local programs with ERAP 1 funding have now decided to migrate to the State program for ERAP 2. Most notably, the counties of San Francisco, San Joaquin, Orange, Placer, Merced, Stanislaus and the cities of Los Angeles, Irvine, Modesto and Santa Clarita.

On September 13, 2021, the State distributed a draft Resolution to localities electing to continue participation as an Option A partner in the State program, which has been incorporated into this agenda item for consideration by the Board.

Today's action requests the the Board again opt-in to participation in the statewide rental assistance program for the ERAP 2 allocation and transfer the County ERAP 2 federal direct allocation back to the U.S. Treasury for reallocation to the State for the benefit of County residents. The U.S. Treasury has released instructions specifically to accommodate situations such as this. In addition, staff has included a recommendation to authorize the Chair of the Board to sign a letter in support of the U.S. Treasury potentially reallocating ERAP 1 allocations previously unused by September 30, 2021 from jurisdictions outside of California to the State of California for the direct benefit of California residents, including those within Contra Costa County. Staff will include additional context on this during today's presentation.

Finally, staff will provide an update on eviction protections that will take effect beginning on October 1, 2021 through March 31, 2022 pursuant to AB 832. This presentation will dovetail into the Board's subsequent discussion item from the County Counsel's Office related to County eviction moratoria.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have a formal resolution authorizing the transfer of the Federal ERA2 direct allocation and entering into an agreement for administration of the ERA2 allocation by the State on the County's behalf. The resolution, transfer and execution of the agreement are necessary to continue providing access to the ERAP program for the benefit of County residents.

CLERK'S ADDENDUM

Speakers: Name not Given; William Goodwin; Ally, Healthy and Active Before 5; Rabbi Parris Wolf Prusan; Wolfgang Prosky; Monica Thompson; Retu Modi, Clinica de la Raza; David Sharples, Pittsburg ACCE; Mijala Goff, Clinica de la Rasa; Debra Ballinger, Executive Director Monument Impact; Ned Resnicoff, Policy Manager for UCSF How to Prevent and Independent Homelessness; Betty Gabledon: Irving Torres; Francisco Torres, Pittsburg; Camilla Anderson; Jamila Henderson, Policy Link; Destiny Briscoe; Cecilia; Marianna Moore; Addie; Nicole Zapata; Michielle Tierlo; Karen Hernandez; Rosie Antonio, Californian Apartment Association; Dulce Maria N. Galicia Noguez, Richmond Municipal Advisory Council; Sophia DeWitt; Hector Malvido, ACCE; Julia Semano; Kristi Laughlin; Scott McIntire; Deshare Young; Patricia Aguilar, Pittsburg.

ADOPTED the recommendations; and DIRECTED staff to explore working with the current contractors to seek additional funding for legal and eviction defense and return to the Board with possible options.

AGENDA ATTACHMENTS

Resolution 2021/293

PowerPoint Presentation

MINUTES ATTACHMENTS

Signed Resolution No. 2021/293

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

Adopted this Resolution on 09/21/2021 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/293

A RESOLUTION OF THE GOVERNING BODY OF THE COUNTY OF CONTRA COSTA AUTHORIZING PARTICIPATION IN THE STATE RENTAL ASSISTANCE PROGRAM – 2

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (Pub.L. No. 117-2) (“**ARPA**”) was signed into law. Section 3201 of Subtitle B of Title III of ARPA established the federal Emergency Rental Assistance Program (“**ERA2**”), and authorized the direct allocation of funds to states, the District of Columbia, units of local government, territories, and high-need grantees. The ERA2 funds are intended to assist low-income households that have experienced financial hardship during or due to the COVID-19 pandemic, are unable to pay for rent and utilities, and are at risk of experiencing homelessness or housing instability.

WHEREAS, California Assembly Bill No. 832 (2021-2022 Reg. Sess.) (“**AB 832**”) established the State of California’s program for administering its share of ERA2 funds (the “**State Rental Assistance Program – Round 2**,” “**SRA2**,” or “**SRA2 Funds**”). AB 832 amended Sections 50897, 50897.1, 50897.2, 50897.3, and 50897.4 of, and added Sections 50897.2.1 and 50897.3.1 to, the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the “**Department**”) to administer the SRA2 Funds in accordance with state and federal law.

WHEREAS, pursuant to Section 3201 of Subtitle B of Title III of ARPA, the U.S. Department of the Treasury (“**Treasury**”) will allocate ERA2 funds to Locality (this allocation, and any and all additional tranches thereof, the Locality’s “**ERA2 Allocation**”).

WHEREAS, pursuant to Health and Safety Code section 50897.2.1, subdivision (a)(3), the Department will apportion a share of the SRA2 Funds to Locality (this amount, and any and all additional tranches thereof, the Locality’s “**Proportionate SRA2 Share**”).

WHEREAS, Locality intends and agrees that the Department will **(1)** receive and administer the Locality’s ERA2 Allocation for and on behalf of Locality; and **(2)** administer the Locality’s Proportionate SRA2 Share.

WHEREAS, the Department will administer the Locality’s ERA2 Allocation and Proportionate SRA2 Share pursuant to Health and Safety Code section 50897.3.1, subdivision (b)(3). Furthermore, in accordance with Section 3201(d)(1)(C) of ARPA, the Department will use ERA2 funds to provide Locality with a grant, which Locality shall use to pay any costs it incurs, beginning on March 11, 2021, to support and benefit the State Rental Assistance Program – Round 2 (such costs, the Locality’s “**Supplemental Administrative Costs**”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa:

1. Locality is hereby authorized and directed to make any necessary arrangements to effectuate the Department’s receipt of Locality’s ERA2 Allocation for the purpose of administering it for and on behalf of Locality.
2. Locality is hereby authorized and directed to accept a grant from the Department, in an amount not to exceed \$1,168,258.51, which grant shall be used to pay Locality’s Supplemental Administrative Costs.
3. Locality is hereby authorized and directed to enter into, execute, and deliver any and all documents (and amendments thereto) that are required or deemed necessary or appropriate UNDER STATE OR FEDERAL LAW to govern the Department’s

administration of the Locality’s ERA2 Allocation for and on behalf of the Locality, as well as the Locality’s acceptance of a grant for payment of its Supplemental Administrative Costs (collectively, the ‘**SRA2 Documents**’). Such SRA2 Documents shall include a Department-approved STD 213, Standard Agreement in a total amount not to exceed \$71,605,012.26 (the ‘**Standard Agreement**’), and all amendments thereto.

- 4. Locality acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement.
- 5. The County Administrator, or designee, is authorized to execute the SRA2 Documents on behalf of the Locality for participation in the State Rental Assistance Program – Round 2. The County Administrator's designees are hereby appointed as the following: the Chief Assistant County Administrators and the County Finance Director.

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

ATTESTED: September 21, 2021

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

Contact: Timothy Ewell, (925) 655-2043

By: June McHuen, Deputy

cc: John Kopchik, DCD Director, Kathy Gallagher, EHSD Director, Lavonna Martin, Deputy HSD Director

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 09/21/2021 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/293

A RESOLUTION OF THE GOVERNING BODY OF THE COUNTY OF CONTRA COSTA AUTHORIZING PARTICIPATION IN THE STATE RENTAL ASSISTANCE PROGRAM – 2

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (Pub.L. No. 117-2) (“**ARPA**”) was signed into law. Section 3201 of Subtitle B of Title III of ARPA established the federal Emergency Rental Assistance Program (“**ERA2**”), and authorized the direct allocation of funds to states, the District of Columbia, units of local government, territories, and high-need grantees. The ERA2 funds are intended to assist low-income households that have experienced financial hardship during or due to the COVID-19 pandemic, are unable to pay for rent and utilities, and are at risk of experiencing homelessness or housing instability.

WHEREAS, California Assembly Bill No. 832 (2021-2022 Reg. Sess.) (“**AB 832**”) established the State of California’s program for administering its share of ERA2 funds (the “**State Rental Assistance Program – Round 2**,” “**SRA2**,” or “**SRA2 Funds**”). AB 832 amended Sections 50897, 50897.1, 50897.2, 50897.3, and 50897.4 of, and added Sections 50897.2.1 and 50897.3.1 to, the Health and Safety Code. Health and Safety Code section 50897.1, subdivision (a)(1) authorizes the Department of Housing and Community Development (the “**Department**”) to administer the SRA2 Funds in accordance with state and federal law.

WHEREAS, pursuant to Section 3201 of Subtitle B of Title III of ARPA, the U.S. Department of the Treasury (“**Treasury**”) will allocate ERA2 funds to Locality (this allocation, and any and all additional tranches thereof, the Locality’s “**ERA2 Allocation**”).

WHEREAS, pursuant to Health and Safety Code section 50897.2.1, subdivision (a)(3), the Department will apportion a share of the SRA2 Funds to Locality (this amount, and any and all additional tranches thereof, the Locality’s “**Proportionate SRA2 Share**”).

WHEREAS, Locality intends and agrees that the Department will (1) receive and administer the Locality’s ERA2 Allocation for and on behalf of Locality; and (2) administer the Locality’s Proportionate SRA2 Share.

WHEREAS, the Department will administer the Locality’s ERA2 Allocation and Proportionate SRA2 Share pursuant to Health and Safety Code section 50897.3.1, subdivision (b)(3). Furthermore, in accordance with Section 3201(d)(1)(C) of ARPA, the Department will use ERA2 funds to provide Locality with a grant, which Locality shall use to pay any costs it incurs, beginning on March 11, 2021, to support and benefit the State Rental Assistance Program – Round 2 (such costs, the Locality’s “**Supplemental Administrative Costs**”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa:

1. Locality is hereby authorized and directed to make any necessary arrangements to effectuate the Department’s receipt of Locality’s ERA2 Allocation for the purpose of administering it for and on behalf of Locality.
2. Locality is hereby authorized and directed to accept a grant from the Department, in an amount not to exceed \$1,168,258.51, which grant shall be used to pay Locality’s Supplemental Administrative Costs.
3. Locality is hereby authorized and directed to enter into, execute, and deliver any and all documents (and amendments thereto) that are required or deemed necessary or appropriate UNDER STATE OR FEDERAL LAW to govern the Department’s

administration of the Locality's ERA2 Allocation for and on behalf of the Locality, as well as the Locality's acceptance of a grant for payment of its Supplemental Administrative Costs (collectively, the 'SRA2 Documents'). Such SRA2 Documents shall include a Department-approved STD 213, Standard Agreement in a total amount not to exceed \$71,605,012.26 (the "Standard Agreement"), and all amendments thereto.

4. Locality acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement.

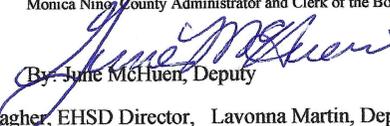
5. The County Administrator, or designee, is authorized to execute the SRA2 Documents on behalf of the Locality for participation in the State Rental Assistance Program – Round 2. The County Administrator's designees are hereby appointed as the following: the Chief Assistant County Administrators and the County Finance Director.

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

Contact: Timothy Ewell, (925) 655-2043

ATTESTED: September 21, 2021

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


By: June McHuen, Deputy

cc: John Kopchik, DCD Director, Kathy Gallagher, EHSD Director, Lavonna Martin, Deputy HSD Director



EMERGENCY RENTAL ASSISTANCE PROGRAM / AB 832 EVICTION PROTECTIONS UPDATE

September 21, 2021



Agenda

▶ **Emergency Rental Assistance Program Update**

- Contra Costa County Performance
- Statewide Performance and Projected Needs
- Recap of Services Available and Outreach

▶ **Statewide Eviction Protections**

- AB 832 Eviction Protections effective October 1, 2021
- Modified Tenant Protections Remain in Place

Get 100% of your rent and utilities paid.

The CA COVID-19 Rent Relief program is an official State of California sponsored program.

Apply Now: HousingIsKey.com or call 833-430-2122

Previous applicants will be further compensated to reach 100%. No need to reapply!

CA COVID-19 RENT RELIEF

The advertisement features a blue background with white and yellow text. A yellow circle with a dollar sign is positioned in the top right corner. The text is arranged in a clear, hierarchical manner, with the main offer in large, bold letters and supporting information in smaller text below.



Rental Assistance Update

➤ \$147,427,324 for Contra Costa

- ERAP 1: \$75,822,311
- ERAP 2: \$71,605,012

➤ as of September 14, 2021

- 11,176 active cases
- \$140,241,698 in relief requested
- \$81,172,112 in relief approved
- \$48,179,117 in relief paid
- 4,131 cases paid

➤ Broader Use Categories (ERAP 2)

- Security Deposits
- Tenant Relocation Costs
- Potential to braid revenue with other federal and state housing dollars

	Contra Costa	Los Angeles	Ventura	San Mateo	Santa Cruz
Population	1,142,251	10,081,570	847,263	767,423	273,962
ERAP 1 & 2 Allocations	\$ 147,427,324	\$ 718,144,921	\$ 80,660,362	\$ 98,853,722	\$ 36,410,930
Active Cases	11,176	91,438	7,257	4,798	1,583
Relief Requested	\$ 140,241,698	\$ 1,212,615,785	\$ 73,215,780	\$ 66,814,645	\$ 18,322,173
Relief Approved	\$ 81,172,112	\$ 418,798,763	\$ 43,975,923	\$ 43,576,805	\$ 10,551,954
Relief Paid	\$ 48,179,117	\$ 232,722,745	\$ 24,777,268	\$ 26,598,244	\$ 4,873,501
Cases Paid	4,131	19,030	2,195	1,843	423
% Cases/Population	1.0%	0.9%	0.9%	0.6%	0.6%
% Requested/Allocation	95.1%	168.9%	90.8%	67.6%	50.3%
% Approved/Allocation	55.1%	58.3%	54.5%	44.1%	29.0%
% Paid/Allocation	32.7%	32.4%	30.7%	26.9%	13.4%
% Cases Paid/Active Cases	37.0%	20.8%	30.2%	38.4%	26.7%

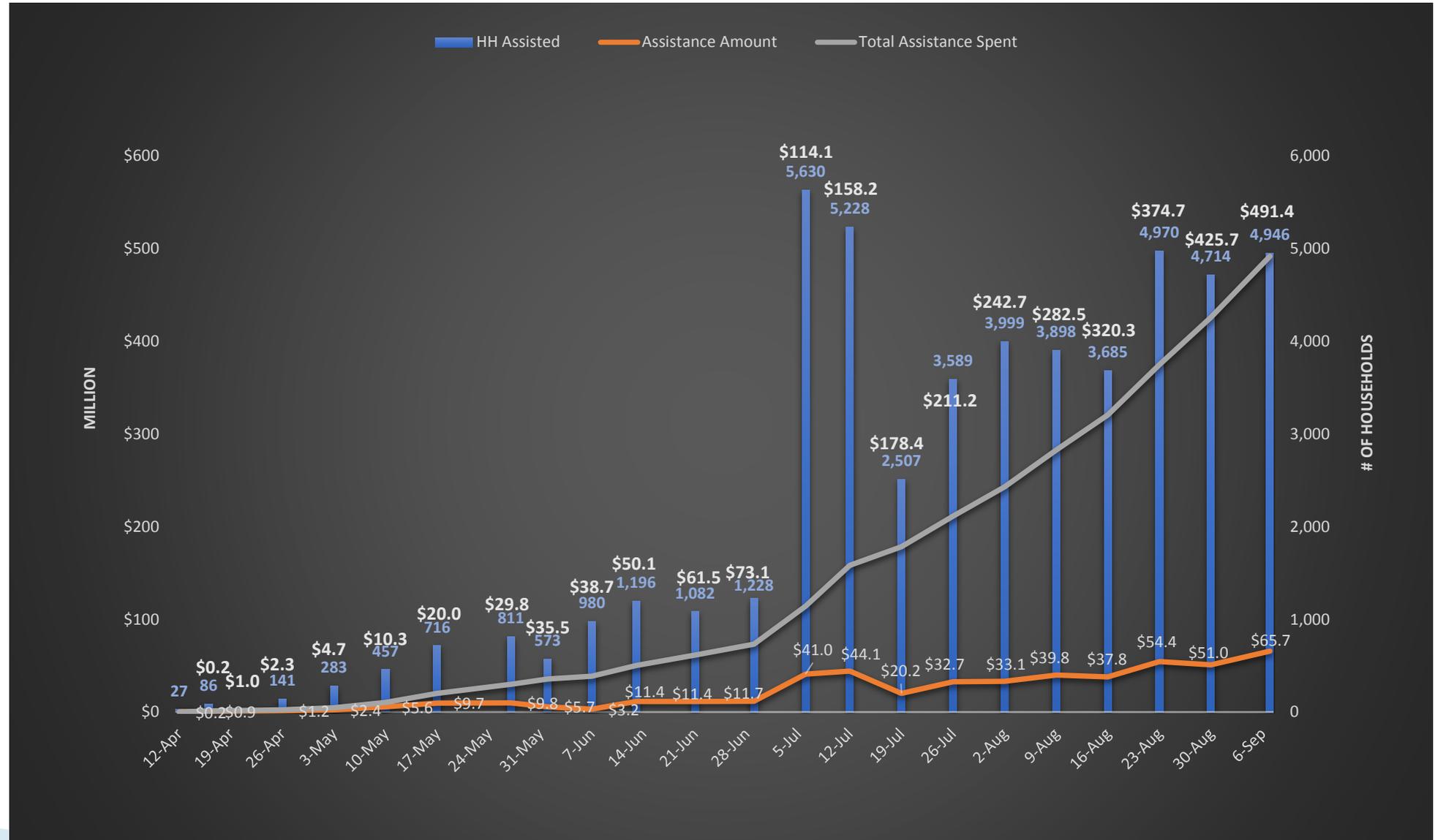
as of 9/14/21



Statewide ERAP Performance

Key Takeaways:

1. Cumulative program payments have grown exponentially
2. Program has matured significantly over last 6 months
3. AB 832 increased reimbursement from 80% to 100% of unpaid rent and utilities

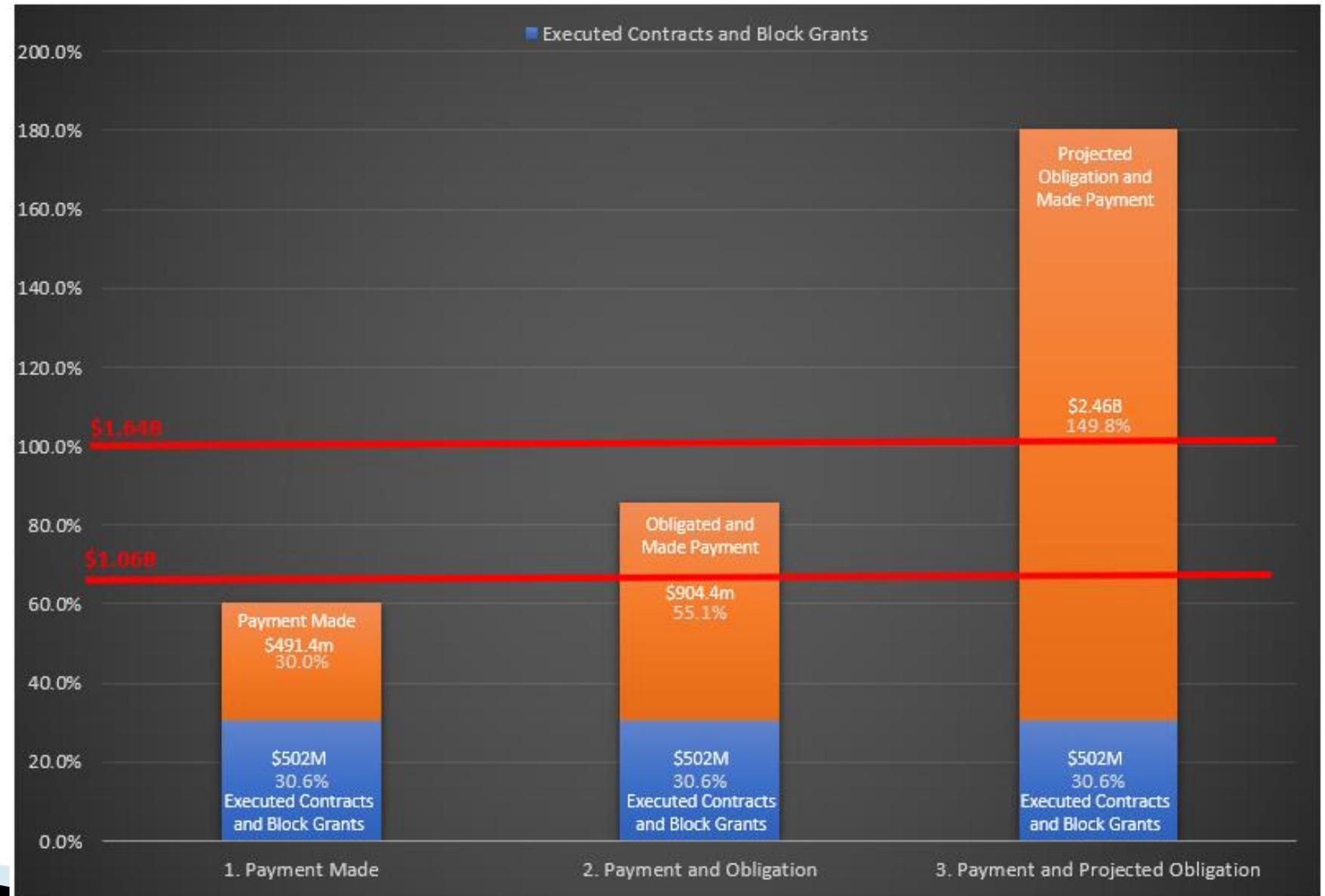




Statewide Projected Needs

Key Takeaways:

1. Jurisdictions that have not obligated 65% of ERAP 1 funds by September 30, 2021 risk having funds reallocated to other jurisdictions
2. The State has met Federal requirements to pay or obligate 65% of ERAP 1 funds by September 30, 2021
3. The State (and the County) are well positioned to receive a reallocation of ERAP 1 funds from the Treasury





ERAP Local Providers

State Funded Providers

Alliance of Californians for Community Empowerment Institute
Community Housing Development Corporation of North Richmond
East Bay Asian Local Development Corporation
International Rescue Committee, Inc.
Jakara Movement
Monument Impact
Northern California Land Trust
Richmond Neighborhood Housing Services
San Francisco Housing Development Corp
Shelter Inc.
YMCA of the East Bay

County Funded Providers

Able Community Development Foundation
Aspiranet – Antioch/Delta First Five
Aspiranet – East County First Five
Beat the Streets
Choice In Aging
City of Richmond Rent Program
Contra Costa Family Justice Alliance
Contra Costa Crisis Center
Collaborising
Healthy & Active Before 5
Lions Center for the Visually Impaired
Monument Impact
New Life Movement
Northern California LAND Trust
One Accord
SparkPoint Contra Costa
The Latina Center
Vision Y Compromisos
West Coast Center for Victorious Youth

**A local organization
can help you
apply for rent
and utility relief!**

- Don't have a computer or internet access?
- Need help filling out an application?
- Need assistance in another language?

Call 833-687-0967 to schedule an appointment
or visit [HousingIsKey.com](https://www.housingiskey.com).

CA COVID-19 RENT RELIEF | Local Partner Network



County Outreach

- ▶ County website – 8,078 referrals to State Rent Relief websites (click throughs) through September 15, 2021
 - Website banners at top of contracosta.ca.gov urls
 - ERAP News Flash listing
 - Eviction and Rent Freeze Ordinance FAQ page
- ▶ 140,000+ ERAP postcards mailed to County social service program clients
- ▶ 35,000+ Rent Relief messages played on County EHSD wait lines to unique callers monthly in English and Spanish



Contra Costa Crisis Center / 211

03/30/2021 - 06/30/2020

Total Calls	671
Issues	
Housing: Eviction Assistance	103
Housing: Rental Assistance	1488
Legal Services: Landlord/Tenant Services	394
Grand Total	1985

➤ Top 5 Referrals:

1. Season of Sharing Contra Costa County - CCC EHSD (344)
2. Eviction Prevention - Shelter, Inc. (221)
3. California COVID-19 Rent Relief (219)
4. Concord Family Service Center - Catholic Charities of the East Bay (134)
5. COVID-19 Assistance - Catholic Charities (117)





AB 832 Eviction Protections

- Statewide and County eviction moratoria end on September 30, 2021
- Significant Statewide eviction protections take effect beginning October 1, 2021 through March 31, 2022 for those impacted by COVID-19.
- **Landlord Responsibilities:**
 - Prior to a Landlord filing an eviction complaint with the Court, the Landlord must have:
 - Provided a “3 Day Notice to Pay or Quit”, including information about how to apply to the statewide rental assistance program;
 - Submitted a completed application for rental assistance on behalf of the Tenant (if Tenant has not already applied); AND
 - The application must have been denied.



AB 832 Eviction Protections

➤ **Tenant Responsibilities:**

- A household with unpaid rent must show proof it has applied for rent relief and are waiting to find out if assistance will be approved.
- If a Landlord completed a rent relief application on behalf of the Tenant, the Tenant must complete their portion of the application within 15 business days of receipt from the State

➤ **Court Responsibilities:**

- The Court is not allowed to issue judgement until it finds:
 1. A Landlord completed their application for rental assistance prior to filing the complaint; AND
 2. The Landlord's application was denied because:
 - 1. The Tenant was ineligible for the program;
 - 2. No more rental assistance funds were available; OR
 - 3. The Tenant failed to complete their portion of the application within 15 business days of the Landlord completing their portion.



Recommendations

1. ADOPT Resolution No. 2021/293 approving and authorizing the County Administrator, or designee, to enter into an agreement with the California Business, Consumer Services and Housing Agency for administration of the County's allocation of federal Emergency Rental Assistance Program 2 funds.
2. AUTHORIZE the Chair of the Board of Supervisors to sign a letter in support of a reallocation of unused federal Emergency Rental Assistance Program 1 funds by the U.S. Treasury from jurisdictions outside of California to the State of California, including for the benefit of Contra Costa County as an Option A partner in the State Emergency Rental Assistance Program.



Questions

Get 100% of
your rent and
utilities paid.

The CA COVID-19 Rent Relief program is an official State of California sponsored program.

Apply Now: [HousingIsKey.com](https://www.HousingIsKey.com)
or call 833-430-2122



Previous applicants will
be further compensated
to reach 100%.
No need to reapply!

 CA COVID-19
RENT RELIEF



**Contra
Costa
County**

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: September 21, 2021

Subject: Urgency ordinance continuing certain residential eviction prohibitions

RECOMMENDATION(S):

CONSIDER whether to adopt Ordinance No. 2021-32, an urgency ordinance continuing a temporary prohibition on certain evictions of residential tenants, and related matters.

FISCAL IMPACT:

None.

BACKGROUND:

The County's existing urgency ordinance, Ordinance No. 2021-20, which continued a temporary prohibition on certain evictions of residential tenants and small-business commercial tenants impacted by the COVID-19 pandemic, is set to expire on September 30, 2021. The Board may wish to consider allowing the current ordinance to expire on its own terms on September 30, or could adopt the attached urgency ordinance.

If adopted, the attached urgency ordinance would continue the County's existing residential eviction protections. This ordinance would continue a temporary prohibition on no-fault evictions of residential tenants, and would continue a temporary prohibition on evicting tenants for allowing an unauthorized tenant to live in the dwelling unit if the unauthorized tenant is an immediate family member living in the unit because of the pandemic.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes: See Addendum

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Federal D. Glover, District V Supervisor

NO: Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor

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

ATTESTED: September 21, 2021

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

Contact: Mary Ann McNett Mason, County Counsel, (925) 655-2200

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

The attached urgency ordinance specifies that these restrictions would last through a date to be determined by the Board.

Prohibition on Residential Evictions

The COVID-19 Tenant Relief Act of 2020 (the Act), is a state law (Assembly Bill 3088, Senate Bill 91, and Assembly Bill 832), that provides eviction protections for residential tenants, including mobilehome tenants, who are experiencing a financial hardship related to COVID-19. The Act prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19-related hardship, as long as the tenant provides the landlord with a written declaration of hardship. Under the Act, residential tenants who experienced a new COVID-19-related hardship between September 1, 2020, and September 30, 2021, are also protected from eviction through this date as long as they pay 25 percent of the rent due by September 30, 2021.

As amended by AB 823, the Act also establishes requirements to ensure that before a court orders the eviction of a residential tenant on the basis of nonpayment of rent, an attempt is made to secure rental assistance funds to cover the unpaid amount. Under the Act, from October 1, 2021, through March 31, 2022, a court may not issue a summons in an unlawful detainer case based on nonpayment of rental debt that accumulated due to COVID hardship unless the landlord can show that they applied for rental assistance and the application was denied. This requirement does not apply to new tenancies created after October 1, 2021. If a landlord does not make this showing within 60 days, the court must dismiss the case. Also, starting October 1, 2021, a tenant in an unlawful detainer case who has an approved rental assistance application can ask the court to stop the eviction until the funding is received. The case will be dismissed if that payment resolves the unpaid rent that is the basis of the unlawful detainer.

The Act also authorizes local jurisdictions to amend existing urgency ordinances to continue prohibitions on certain types of residential evictions, including no-fault evictions. (Code of Civil Procedure, § 1179.05(b).) As authorized by the Act, the attached urgency ordinance continues the County's existing prohibition on certain residential evictions. These regulations were contained in Ordinance No. 2021-20. The attached ordinance would prohibit a landlord from terminating a residential tenancy for a "no-fault" reason; prohibit a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit, if the occupant is the tenant's immediate family member living in the dwelling unit as a result of the COVID-19 pandemic; and prohibit a landlord from increasing rent on a residential real property. These restrictions would last through the date determined by the Board.

The attached ordinance would not continue the existing prohibition on small-business commercial evictions. The Governor's Executive Order N-08-21 authorized local jurisdictions to suspend, through September 30, 2021, the evictions of commercial tenants for the nonpayment of rent if the nonpayment was a result of the COVID-19 pandemic. The County's existing prohibition expires September 30, 2021. As of the date of this Board Order, no Executive Order has been issued that would extend beyond September 30, 2021, the authority of local jurisdictions to suspend commercial evictions. If a new Executive Order is issued, the Board could then consider whether to adopt a new ordinance suspending the evictions of small-business commercial tenants for the nonpayment of rent, if the nonpayment was a result of the COVID-19 pandemic.

The attached ordinance would not continue the County's existing moratorium on residential rent increases past September 30, 2021. Under the state's "Housing Is Key" rent relief program, qualifying landlords and renters are eligible for 100% of rent and utilities owed. Additional information and

application forms are available at: <https://housing.ca.gov>. At the Board's discretion, the Board could choose to extend the County's existing moratorium on residential rent increases.

Applicability

The regulations in the attached ordinance apply to cities within Contra Costa County and unincorporated Contra Costa County. Government Code section 8634 authorizes the Board of Supervisors to "promulgate countywide orders and regulations necessary to provide for the protection of life and property" during a local emergency. The California Attorney General has opined that when a county has declared a local emergency within its jurisdictional boundaries in an area that includes both unincorporated and incorporated territory, the county may adopt emergency rules and regulations pursuant to Government Code section 8634 that will be effective in both unincorporated and incorporated areas. (62 Ops.Cal.Atty.Gen. 701 (1979).) Under the ordinance, if the governing body enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation will supersede the attached ordinance within that jurisdiction.

At the Board's discretion, the Board could choose to have the ordinance apply only in the unincorporated areas of Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

None.

CLERK'S ADDENDUM

The ordinance was not adopted.

ATTACHMENTS

Ordinance No. 2021-32

ORDINANCE NO. 2021-32 **DRAFT**

AN URGENCY ORDINANCE CONTINUING A TEMPORARY PROHIBITION ON CERTAIN EVICTIONS OF RESIDENTIAL TENANTS IN CONTRA COSTA COUNTY

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. On January 30, 2020, the World Health Organization declared the outbreak of a novel coronavirus that causes the disease named coronavirus disease 2019 (“COVID-19”), a public health emergency of international concern.
- B. On January 31, 2020, as the result of confirmed cases of COVID-19, the U.S. Secretary of Health and Human Services declared a public health emergency nationwide.
- C. On March 3, 2020, Contra Costa Health Services announced the first case of local transmission of the virus causing COVID-19 in Contra Costa County.
- D. On March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.
- E. On March 10, 2020, the Board of Supervisors found that due to the introduction of COVID-19 in the County, conditions of disaster or extreme peril to the safety of persons and property had arisen, commencing on March 3, 2020. Based on these conditions, pursuant to Government Code section 8630, the Board adopted Resolution No. 2020/92, proclaiming the existence of a local emergency throughout the County.
- F. The legislative bodies of a number of cities in Contra Costa County also adopted local emergency proclamations due to COVID-19 pursuant to Government Code section 8630.
- G. On March 16, 2020, the County Health Officer issued an order requiring County residents to shelter at their places of residence in order to slow community transmission of COVID-19, subject to exceptions for the provision and receipt of essential services while complying with social distancing requirements to the maximum extent possible. The County Health Officer extended the order on March 31, 2020, and on April 29, 2020.
- H. On May 18, 2020, the County Health Officer extended the shelter-in-place order, continuing restrictions on many activity, travel, and business functions but allowing a limited number of additional businesses to resume operating. On June 2, June 5, and June 16, 2020, the County Health Officer issued orders allowing additional businesses to resume operating. On July 11, 2020, in response to an increase in community transmission and illness caused by the virus that causes COVID-19, the County Health Officer issued an order amending the June 16, 2020, order, increasing the restrictions on certain business and activities presenting a high risk for disease transmission.

- I. On August 26, 2020, September 4, 2020, and September 14, 2020, the County Health Officer issued orders allowing a limited number of additional businesses to resume operating. The County Health Officer issued orders amending the September 14, 2020, order on October 27, 2020, and November 4, 2020. The State implemented its Regional Stay at Home Order on December 17, 2020, and lifted the order on January 25, 2021.
- J. On June 15, 2021, the State of California eliminated its Blueprint for a Safer Economy, a COVID-19 recovery plan that reopened sectors of the economy and loosed restrictions on gatherings under a series of tiers based on case and testing positivity rates and other factors.
- K. On March 16, 2020, the Governor issued Executive Order N-28-20, which authorized local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic.
- L. On June 30, 2020, the Governor issued Executive Order N-71-20, which extended the authority of local jurisdictions to suspend the evictions of residential and commercial tenants for the non-payment of rent if the non-payment was a result of the COVID-19 pandemic through September 30, 2020.
- M. On April 6, 2020, the Judicial Council of California adopted Emergency Rule 1, effectively suspending action on or entry of default in eviction cases, and suspending judicial foreclosures, except where necessary to protect public health and safety.
- N. On April 21, 2020, the Board of Supervisors adopted Ordinance No. 2020-14, an urgency ordinance temporarily prohibiting evictions of residential and commercial real property tenants in the County impacted by the COVID-19 pandemic and establishing a moratorium on certain rent increases.
- O. On May 26, 2020, the Board of Supervisors adopted Ordinance No. 2020-16, an urgency ordinance continuing and modifying a temporary prohibition on evictions of tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing and modifying a residential rent increase moratorium.
- P. On July 14, 2020, the Board of Supervisors adopted Ordinance No. 2020-20, an urgency ordinance continuing a temporary prohibition on evictions of residential and certain commercial real property tenants in Contra Costa County impacted by the COVID-19 pandemic, and continuing a moratorium on certain residential rent increases.
- Q. The Judicial Council voted on August 14, 2020, to terminate the eviction protections in its Emergency Rule 1. This rule terminated September 1, 2020.
- R. On August 31, 2020, the Governor signed Assembly Bill 3088, the COVID-19 Tenant Relief Act of 2020 (the Act). The Act established statewide eviction protections for residential tenants, including mobilehome tenants, who are experiencing a financial hardship related to COVID-19. The Act was amended by Senate Bill 91 on January 29, 2021, and by Assembly Bill 832 on June 28, 2021.

- S. The Act prohibits residential tenants from being evicted for failure to pay rent because of a COVID-19-related hardship occurring between March 1, 2020, and August 31, 2020, as long as the tenant provides the landlord with a written declaration of hardship. Residential tenants who experienced a new COVID-19-related hardship between September 1, 2020, and January 31, 2021, and were served with an eviction notice before February 1, 2021, are also protected from eviction as long as they pay 25 percent of the rent due by January 31, 2021. Residential tenants who experienced a new COVID-19-related hardship between September 1, 2020, and September 30, 2021, and were served with an eviction notice on or after February 1, 2021, are also protected from eviction as long as they pay 25 percent of the rent due by September 30, 2021.
- T. In addition, under the Act, as amended by Assembly Bill 832, from October 1, 2021, through March 31, 2022, a court may not issue a summons in an unlawful detainer case based on nonpayment of rental debt that accumulated due to COVID hardship unless the landlord can show that they applied for rental assistance and the application was denied. This requirement does not apply to new tenancies created after October 1, 2021. If a landlord does not make this showing within 60 days, the court must dismiss the case. Also, starting October 1, 2021, a tenant in an unlawful detainer case who has an approved rental assistance application can ask the court to stop the eviction until the funding is received. The case will be dismissed if that payment resolves the unpaid rent that is the basis of the unlawful detainer.
- U. The COVID-19 pandemic and associated state and local public health orders resulted and continue to result in a loss of income to a widespread portion of the local population that depend on wages or business income, hindering their ability to pay rent and leaving them vulnerable to eviction, and in higher medical expenses for certain Contra Costa County residents.
- V. Contra Costa County and the cities within the County are also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- W. Many of the County's renters are rent-burdened, paying over 30 percent of their income on rent, and some renters are severely rent-burdened, paying over 50 percent of their income on rent, which leaves less money for families to spend on other necessities like food, healthcare, transportation, and education.
- X. Housing displacement due to evictions occurring during the local emergency could lead to increased spread of COVID-19, including new variants of the virus, overburdening the healthcare delivery system and potentially resulting in greater loss of life.
- Y. There is an urgent need for the County to continue a temporary prohibition on certain residential evictions to protect the health, safety, and welfare of its residents in light of the emergency declared regarding the COVID-19 pandemic.
- Z. The Act authorizes local jurisdictions to amend existing urgency ordinances to continue prohibitions on certain types of residential evictions, including no-fault evictions.

Without local protections in addition to statewide eviction protection for residential renters, eviction notices are likely to increase in light of the COVID-19 pandemic.

- AA. On September 22, 2020, the Board adopted Ordinance No. 2020-25, which prohibits a landlord from terminating a residential tenancy for a no-fault reason; prohibits a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit, if the occupant is the tenant's immediate family member living in the dwelling unit as a result of the COVID-19 pandemic; and prohibits a landlord from increasing rent on a residential real property.
- BB. On September 29, 2020, the Board adopted Ordinance No. 2020-26, which prohibits a landlord from terminating specified residential tenancies, prohibits a landlord from increasing rent on a residential real property, and authorizes a temporary prohibition on evictions of certain commercial tenants impacted by the COVID-19 pandemic.
- CC. On November 17, 2020, the Board adopted Ordinance No. 2020-29, which continued, through January 31, 2021, the prohibitions on specified residential and small-business commercial evictions that were included in Ordinance Nos. 2020-25 and 2020-26.
- DD. On February 2, 2021, the Board adopted Ordinance No. 2021-04, which continued, through June 30, 2021, the prohibitions on specified residential evictions that were included in Ordinance No. 2020-29; and continued, through March 31, 2021, the prohibitions on specified small-business commercial evictions that were included in Ordinance No. 2020-29.
- EE. On March 23, 2021, the Board adopted Ordinance No. 2021-11, which continued, through June 30, 2021, the prohibitions on specified residential and small-business commercial evictions that were included in Ordinance No. 2021-04.
- FF. On June 22, 2021, the Board adopted Ordinance No. 2021-20, which continued, through September 30, 2021, the prohibitions on specified residential and small-business commercial evictions that were included in Ordinance No. 2021-11.
- GG. As authorized by the Act, the residential eviction protections in Ordinance No. 2021-20 continue to remain in effect through _____. The Board finds, pursuant to Civil Code section 1946.2 and Code of Civil Procedure section 1179.05(b), that: the just cause for termination of a residential tenancy under this urgency ordinance is consistent with Civil Code section 1946.2; this urgency ordinance, by prohibiting a landlord from terminating a residential tenancy on the basis that a tenant allowed an unauthorized occupant to live in the dwelling unit if the occupant is the tenant's immediate family member living in the dwelling unit as a result of the COVID-19 pandemic, provides additional tenant protections that are not prohibited by any other provision of law; and this urgency ordinance is more protective than the provisions of Civil Code section 1946.2.

Section 2. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Immediate family” means a person’s spouse, domestic partner, children, grandchildren, parents, or grandparents.
- (b) “No fault cause for eviction” means any eviction for which the notice of termination of tenancy is not based on an alleged fault of the tenant.
- (c) “Residential real property” includes a mobilehome park and a mobilehome park space or lot.
- (d) “Tenancy” means the lawful occupancy of residential real property by agreement on a month-to-month basis or for a fixed term in excess of 30 days.

Section 3. Prohibitions on Certain Residential Evictions.

- (a) Through _____, a landlord shall not terminate a residential tenancy for any no fault cause for eviction.
- (b) Through _____, a landlord shall not terminate a residential tenancy on the basis of a tenant allowing an unauthorized occupant to live in the dwelling unit, if the occupant is a member of the tenant’s immediate family living in the dwelling unit as a result of the COVID-19 pandemic.
- (c) Notwithstanding the foregoing, nothing in this section limits a landlord’s ability to terminate a residential tenancy for any of the following reasons:
 - (1) The termination is necessary to protect the landlord’s health or safety or any other tenant’s health or safety.
 - (2) The termination is necessary where the owner or a member of the landlord’s immediate family intends to occupy the residential real property.
 - (3) The termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq.
- (d) To the extent state law is more protective of a residential tenancy than this section, those state law provisions shall apply to the residential tenancy. Nothing in this section shall be construed to supersede any applicable requirements in Civil Code section 1946.2 pertaining to relocation assistance or rent waiver.

Section 4. Remedies.

- (a) The provisions of this ordinance may be asserted as an affirmative defense in an unlawful detainer action.
- (b) If a landlord attempts to recover possession or recovers possession of residential real property or commercial real property in violation of this ordinance, retaliates against a tenant for the exercise of any rights under this ordinance, or attempts to prevent a tenant

from acquiring any rights under this ordinance, the tenant may institute a civil proceeding for injunctive relief, money damages of not more than three times actual damages (including damages for mental or emotional distress), and whatever other relief a court deems appropriate. If damages are awarded for mental or emotional distress, the award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the provisions of this ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

Section 5. Supersedes. This ordinance supersedes Ordinance No. 2021-20. Ordinance No. 2020-14 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between March 16, 2020, and May 25, 2020. Ordinance No. 2020-16 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between May 26, 2020, and July 13, 2020. Ordinance No. 2020-20 applies to eviction notices for residential real property, and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and August 31, 2020. Ordinance No. 2020-20 applies to eviction notices for commercial real property (as defined in Ordinance No. 2020-20), and unlawful detainer actions based on those notices, served or filed between July 14, 2020, and September 30, 2020. Ordinance No. 2020-26 applies to eviction notices for residential real property, and unlawful detainer actions based on those notices, served or filed between September 1, 2020, and November 16, 2020. Ordinance No. 2020-26 applies to eviction notices for commercial real property, and unlawful detainer actions based on those notices, served or filed between October 1, 2020, and November 16, 2020. Ordinance No. 2020-29 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between November 17, 2020, and January 31, 2021. Ordinance No. 2021-04 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between February 1, 2021, and March 22, 2021. Ordinance No. 2021-11 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between March 23, 2021, and June 30, 2021. Ordinance No. 2021-20 applies to eviction notices, and unlawful detainer actions based on those notices, served or filed between July 1, 2021, and September 30, 2021.

Section 6. Applicability. Government Code section 8634 authorizes the Board of Supervisors to promulgate countywide orders and regulations necessary to provide for the protection of life and property during a local emergency. Pursuant to Government Code section 8634, the regulations in this ordinance shall apply to cities within Contra Costa County and unincorporated Contra Costa County. To the extent that the governing body of a city enacts an ordinance or adopts a regulation that governs the subject matter of this ordinance, that city ordinance or regulation shall supersede this ordinance within that jurisdiction.

Section 7. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstances is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other ordinance provisions or clauses or applications thereof that can be implemented without the invalid provision or clause or application, and to this end the provisions and clauses are declared to be severable. The Board of Supervisors hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional, or otherwise unenforceable.

Section 8. Declaration of Urgency. This ordinance is hereby declared to be an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety of the County. The facts constituting the urgency of this ordinance’s adoption are set forth in Section 1.

Section 9. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors. This ordinance shall expire and be repealed as of _____, unless shortened or extended by the Board of Supervisors based on the existence of a local emergency.

Section 10. Publication. Within 15 days after passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the East Bay Times, a newspaper published in this County.

PASSED ON September 21, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Board Chair

By: _____
Deputy

[SEAL]



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Approve & Authorize to fully close a portion of Oak View Ave., on every Sunday beginning September 19, 2021 until September 18, 2022, Kensington area.

RECOMMENDATION(S):

ADOPT Resolution No. 2021/271 approving and authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning September 19, 2021 until September 18, 2022 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Kensington Community Market operates the Kensington Farmers' Market, a California Certified Farmers' Market that hosts live music and sells produce and is a non-profit, community-based organization. The Kensington Farmers' Market is open every Sunday from 9:00 a.m. to 2:00 p.m. at Colusa Circle in Kensington. Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Bob Hendry (925)
374-2136

cc:

AGENDA ATTACHMENTS

Resolution No. 2021/271

MINUTES ATTACHMENTS

Signed: Resolution No.

2021/271

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

Adopted this Resolution on 09/14/2021 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2021/271

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning September 19, 2021 until September 18, 2022 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (District I)

RC21-19

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Kensington Community Market to fully close Oak View Avenue between Santa Fe Avenue and Colusa Avenue, except for emergency traffic, on every Sunday beginning September 19, 2021 until September 18, 2022 for the period of 6:00 a.m. through 4:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Kensington Community Market shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Kensington Police Protection and Community Services District, and Kensington Fire Protection District.

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

Contact: Bob Hendry (925) 374-2136

ATTESTED: September 14, 2021

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

By: , Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, Ronald Lai, Engineering Services, Kensington Policy Protection & Community Services District, Kensington Fire Protection District

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/271

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Oak View Avenue between Santa Fe Avenue and Colusa Avenue, on every Sunday beginning September 19, 2021 until September 18, 2022 from 6:00 a.m. through 4:00 p.m., for the purpose of a farmers' market, Kensington area. (District I)

RC21-19

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Kensington Community Market to fully close Oak View Avenue between Santa Fe Avenue and Colusa Avenue, except for emergency traffic, on every Sunday beginning September 19, 2021 until September 18, 2022 for the period of 6:00 a.m. through 4:00 p.m., subject to the following conditions:

1. Traffic will be detoured via neighboring streets.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. Kensington Community Market shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Kensington Police Protection and Community Services District, and Kensington Fire Protection District.
6. Applicant shall maintain a minimum 5-foot sidewalk width along existing sidewalks of Oak View Avenue for pedestrian and ADA accessibility.

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

ATTESTED: September 21, 2021

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

Contact: Bob Hendry (925) 374-2136

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

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Contingency Fund Increase and Contract Change Order for the 2020 Surface Treatment Project, Alamo, El Sobrante, and North Richmond areas.

RECOMMENDATION(S):

APPROVE the 2020 Surface Treatment Project contingency fund increase of \$221,216.59 for a new contingency fund total of \$547,640.10, and a new payment limit of \$3,811.875.26, and

AUTHORIZE the Public Works Director, or designee, to execute Contract Change Order No. 1 with American Pavement Systems, Inc., effective September 14, 2021, in an amount not to exceed \$221,216.59, Alamo, El Sobrante, and North Richmond areas. Project No. 0672-6U2185 (District I, II, IV)

FISCAL IMPACT:

The Project is being funded by 100% Local Road Funds.

BACKGROUND:

Contract Change Order No. 1, is necessary to pay the contractor, American Pavement Systems, Inc., for additional costs incurred as a result of adding the additional quantities for surface treatment of Oak Road. The contingency fund increase is necessary to compensate the contractor for unforeseen extra work required to complete the project.

CONSEQUENCE OF NEGATIVE ACTION:

The lack of approval would prevent successful completion of this contract and prevent payment for the additional work performed by the contractor.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Consulting Services Agreement with Dewberry Engineers Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Dewberry Engineers Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (Project No.: Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call Consulting Services Agreement is funded by Developer Fees and Local State and Federal funds for Local Road, Flood Control, and Airport Projects. (100% Various Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the seven firms to provide construction management services on an "on-call" basis. The Consultant will augment Public Works staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call Consulting Services Agreement will be in effect for three years.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that Dewberry Engineers Inc. provides.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:

BACKGROUND: (CONT'D)

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:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring construction management services will occur. Executing this Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring construction management expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Consulting Services Agreement with Quincy Engineering, Incorporated, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with Quincy Engineering, Incorporated in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (Project No.: Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call Consulting Services Agreement is funded by Developer Fees and Local State and Federal funds for Local Road, Flood Control, and Airport Projects. (100% Various Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the seven firms to provide construction management services on an "on-call" basis. The Consultant will augment Public Works staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call Consulting Services Agreement will be in effect for three years.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that Quincy Engineering, Incorporated provides.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:

BACKGROUND: (CONT'D)

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:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring construction management services will occur. Executing this Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring construction management expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Consulting Services Agreement with CPM Associates, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with CPM Associates, Inc., in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (Project No.: Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call Consulting Services Agreement is funded by Developer Fees and Local State and Federal funds for Local Road, Flood Control, and Airport Projects. (100% Various Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the seven firms to provide construction management services on an “on-call” basis. The Consultant will augment Public Works staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call Consulting Services Agreement will be in effect for three years.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that CPM Associates, Inc., provides.

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

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:

BACKGROUND: (CONT'D)

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:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring construction management services will occur. Executing this Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring construction management expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Consulting Services Agreement with UNICO Engineering Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with UNICO Engineering Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (Project No.: Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call Consulting Services Agreement is funded by Developer Fees and Local State and Federal funds for Local Road, Flood Control, and Airport Projects. (100% Various Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the seven firms to provide construction management services on an “on-call” basis. The Consultant will augment Public Works staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call Consulting Services Agreement will be in effect for three years.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that UNICO Engineering Inc. provides.

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

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:

BACKGROUND: (CONT'D)

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:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring construction management services will occur. Executing this Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring construction management expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Consulting Services Agreement with WSP USA Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement with WSP USA Inc. in an amount not to exceed \$350,000 for on-call construction management services for the period September 21, 2021 through September 30, 2024, Countywide. (Project No.: Various) (All Districts)

FISCAL IMPACT:

Work performed under this on-call Consulting Services Agreement is funded by Developer Fees and Local State and Federal funds for Local Road, Flood Control, and Airport Projects. (100% Various Funds)

BACKGROUND:

The Public Works Department is involved in various projects in the County that require construction management services for road, flood control, and airport projects. After a solicitation process, this firm was selected as one of the seven firms to provide construction management services on an "on-call" basis. The Consultant will augment Public Works staff on an as-needed basis. They will be used as an extension of Public Works staff during busy times when extra help is needed or when in-house expertise is not available. This on-call Consulting Services Agreement will be in effect for three years.

Government Code Section 31000 and 4525 authorizes the County to contract for services including the type of construction management that WSP USA Inc. provides.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta,
925.313.2305

cc:

BACKGROUND: (CONT'D)

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:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A possible delay in completing projects requiring construction management services will occur. Executing this Consulting Services Agreement will facilitate the process of design and construction for various Public Works projects requiring construction management expertise.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Execution of a Right of Entry Permit with State of CA, Dept. of Parks and Recreation related to the Marsh Creek Road Bridges Replacement Project.

RECOMMENDATION(S):

APPROVE a Right of Entry Permit (Permit) with the State of California, Department of Parks and Recreation (State), authorizing Contra Costa County (County) use of a portion of State-owned property, identified as Assessor's Parcel Number 007-380-011, which is necessary for fencing, access, roadway realignment and slope accommodation in connection with the County's Marsh Creek Road Bridges #28C-0143 & #28C-0145 Replacement Project, a County highway project, as recommended by the Public Works Director, Brentwood area. Project No.: 0662-6R4083, Federal No.: BRLS 5928(125).

AUTHORIZE Public Works Director, or designee, to execute said Permit on behalf of the County.

APPROVE payment of \$4,095.00 for Right of Entry Permit and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Department of Parks and Recreation, State Parks Diablo Range District, Attn: April Marson, 15751 Tesla Road, Livermore, CA 94550, to be forwarded to the Real Estate Division for delivery.

FISCAL IMPACT:

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Angela Bell, 925.
957-2451

cc:

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, 2020, all in compliance with CEQA. SCH No.: 2020040312/DCD-CP #15-41.

Under the Permit, the County will have an irrevocable right of possession of property rights in State-owned property that the County requires to construct the Project. The Permit also requires the State to grant the County permanent easements the County requires to maintain the Project. The County will pay the State \$4,095 for the Permit.

As a condition of, and as partial consideration for, the rights granted under the Permit, the Grantor is requiring the County to indemnify Grantor from liabilities that arise from the County's use of the area under the Permit. The risk to the County can be mitigated by requiring the Project construction contractor to indemnify and defend the County from liabilities that arise during construction.

These property rights are required to obtain Project approval from Caltrans, which is a condition of Project funding. Real Estate staff recommend that the Board approve execution of the Permit so that the Project construction can proceed as planned.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

ATTACHMENTS

Right of Entry Permit

RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation
Diablo Range District
Marsh Creek State Park

Project: Marsh Creek Road Bridge Replacement

This Right of Entry Permit (Permit) is made and entered into this ___ day of September 2021, between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called State, and Contra Costa County, hereinafter called Permittee; State and Permittee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as Marsh Creek State Park, in the County of Contra Costa, State of California; and
- **Whereas**, Permittee has applied to State for permission to access Marsh Creek State Park for purposes of carrying out Permittee's Marsh Creek Road Bridge Replacement Project #28C-0143 & #28C-0145 (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Marsh Creek State Park for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's Mitigated Negative Declaration (MND) environmental document entitled Marsh Creek Road Bridge Replacement 143 and 145 Project (SCH Number 2020040312) and dated April 2020, the Environmental Document is herein incorporated by reference, the State's Notice of Determination dated August 3, 2021, incorporated herein by reference as Exhibit "A", and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.
- **Whereas**, Permittee has requested a Temporary Construction Easement in Parcel 5 for fencing and access during Project construction in addition to the permanent easement for new road realignment and slope accommodation over Parcels 1 and 8, as described in the legal descriptions attached hereto. This permit is expected to be the first phase of a two-phase process which will ultimately result in State granting a permanent easement for the Project to Permittee.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted and/or described on Exhibit "B" (the Property), attached hereto and herein incorporated by this reference, solely for the purpose of completing the Project, the limits of which are described in the Environmental Document.
2. **Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

3. **Possession and Term of Permit:** As to the Temporary Construction Easement area (Parcel 5), this Permit shall only be for the period beginning upon signature by both parties, and ending on May 14, 2023, or as may be reasonably extended by written mutual agreement of the Parties. As to Parcels 1 and 8, this Permit shall remain in effect until permanent roadway and slope easements

in Parcels 1 and 8 are conveyed to Permittee, at which time this Permit shall terminate as to Parcels 1 and 8.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Permit, save and except Paragraph 21, the irrevocable right of possession and use of Parcels 1, 5, and 8 by Permittee, including the right to remove and dispose of improvements, shall commence on the execution of this Permit by both parties.

4. **Consideration:** Permittee agrees to pay State the sum of four thousand ninety five and No/100 Dollars (\$4,095.00) as consideration for the Temporary Construction Easement rights granted by this Permit. Payment is due within 30 days after the execution of this Permit. The check should be payable to Department of Parks and Recreation and mailed to State Parks Diablo Range District, Attn: April Marson, 15751 Tesla Road, Livermore, CA 94550 along with a fully executed copy of this Permit.

As to the permanent roadway and slope easements in Parcels 1 and 8, Permittee agrees to pay State, under a separate transaction, with consideration and payment instructions to be provided by State.

5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted.
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see DEFAULT paragraph below) allowing State to terminate this Permit and seek all legal remedies.
8. **Insurance Requirements:** As a condition of this Permit and in connection with Permittee's indemnification and waiver of claims contained herein, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- C. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured

for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- K. **Self Insurance.** Permittee may provide self-insurance in lieu of any insurance policy required under this Permit given that the insurance limits meet the State standard requirements. In the event Permittee elects to provide self-insurance, Permittee shall provide State a letter or certificate from Permittee's Risk Management Division confirming the policies and policy limits for which self-insurance is being provided.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

- 9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State and as shown in Exhibit B for the purpose of providing an area for workers to move around in and install temporary fencing while performing construction work on existing road and new road right of way.
 - (a) Permittee will provide State access to south gate at all times.
 - (b) Prior to entering park property and while onsite, all equipment and vehicles will be inspected daily, free of leaks, and cleaned as necessary to remove soil, vegetative matter, or other debris that could contain weed seeds or propagules to minimize the spread of invasive species.
 - (c) Permittee will provide to State prior to initiation of project: description of site preparation activities, location of staging areas and access routes, pre-construction survey results, and documentation of pre-project site conditions within permit are and along access routes.
 - (d) Any vegetation management or ground disturbance must be provided to State for approval at least three weeks in advance of scheduled activities.
 - (e) Any observations of rare plant, special status wildlife, and nesting birds within the easement must be reported to State Parks. Rare plant and special status wildlife observations will be uploaded to the California Natural Diversity Database.

11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Marsh Creek State Park named below. At least seventy-two (72) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least seventy-two (72) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Contact: Gina Benigno,
District Environmental Coordinator
District: Diablo Range District
Address: 15751 Tesla Rd
Livermore, CA 94550
Telephone: 925-409-8392
Email: gina.benigno@parks.ca.gov

PERMITTEE'S CONTACT:

Contact: Angela Bell, Sr Real Property Agent
Address: 40 Muir Road
Martinez, CA 94553
Telephone: 925-957-2451
Email: angela.bell@pw.cccounty.us

Contact: Neil Leary, Senior Civil Engineer
Address: 40 Muir Road
Martinez, CA 94553
Telephone: 925-313-2278
Email: neil.leary@pw.cccounty.us

12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
14. **Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by the Project MND shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation/ground disturbance activities on the Property available to the State archaeologist for observation and monitoring. During excavation/ground disturbance, the State archaeological monitor may observe and report to the State on all activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a State archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The

specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed by State staff, the Permittee shall provide a written work schedule to the State at least one week in advance of the work. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors. The archaeologist responsible for this project with the County shall communicate with State Park Archaeologist to help coordinate monitoring effort and knowledge about the area.

15. **Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.

Revegetation and use of seed mix for restoration purposes on park land must be consistent with State Parks Genetic Integrity Policy described on Exhibit "C", attached hereto and herein incorporated by this reference. Any seeds or plantings must be from a local source and Permittee must have prior written approval by State.

16. **Performance Bond:** Not required.

17. **Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.

18. **Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to: any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

19. **State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

20. **Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:

- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
- (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
- (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
- (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.

- (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.
21. **Default:** In the event of a default or material breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
 - (b) Provide Permittee notice of default or material breach and a reasonable opportunity to cure the material default or breach of not less than 30 days. If Permittee fails to cure the default or material breach within that 30 day period, State may terminate this Permit; provided, however, that if a default or material breach cannot reasonably be cured within that 30-day period, State shall not terminate this Permit as long as Permittee commences to cure the default or material breach within that 30-day period and diligently continues to take steps leading to the cure of the default or material breach within a reasonable time thereafter. Upon termination of this Permit, Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.
22. **State's Right to Cure Permittee's Default:** At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.
23. **Revocation of Permit:** The State shall have the absolute right to revoke this Permit for default or material breach only after providing notice and an opportunity to cure, as set forth in Section 21. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.
24. **Recovery of Legal Fees:** In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said

action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of State.
30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California.

STATE OF CALIFORNIA
Department of Parks and Recreation

By: _____
Name: Eduardo Guaracha
Title: Diablo Range District Superintendent

Dated: _____

CONTRA COSTA COUNTY
Public Works Department

ACCEPTED:

By: _____
Name: Brian Balbas
Title: Public Works Director

RECOMMENDED FOR APPROVAL:

By: _____
Name: Angela Bell
Title: Supervising Real Property Agent

Dated: _____



State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

NOTICE OF DETERMINATION

TO: State Clearinghouse
Office of Planning and Research
1400 Tenth Street, Room 222
P.O. Box 3044
Sacramento, California 95812-3044

FROM: Department of Parks and Recreation
Diablo Range District
15751 Tesla Road
Livermore, CA 94550

SUBJECT: Filing of the Notice of Determination in compliance with Section 21108 of the Public Resources Code.

STATE CLEARINGHOUSE NUMBER: 2020040312

PROJECT TITLE: Marsh Creek Road Bridge Replacement

PROJECT APPLICANT: Contra Costa County Public Works Department

LEAD AGENCY: Contra Costa County Department of Conservation and Development

PROJECT LOCATION: Contra Costa County

PROJECT DESCRIPTION: State Parks will grant land rights to Contra Costa County which are necessary for completion of the Marsh Creek Road Bridge Replacement Project. Bridge 145 is adjacent to Marsh Creek State Park. Bridge replacement at this site requires a 8,476-square-foot temporary construction easement, 13,723-square-foot permanent slope easement, and 17,744-square-foot permanent right-of-way acquisition along a section of Marsh Creek Road.

A Mitigated Negative Declaration was prepared for the project, and the Lead Agency determined no significant effect with the incorporation of mitigation measures.

This is to advise that the California Department of Parks and Recreation (State Parks), acting as a Responsible Agency, has approved the above project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment. This determination is limited to effects within Marsh Creek State Park.
2. State Parks considered the Negative Declaration prepared by the Lead Agency for this project, pursuant to the provisions of CEQA.
3. Mitigation measures were not made a condition of State Parks approval of the project.
4. A Mitigation reporting or monitoring plan was not adopted by State Parks for this project.
5. A Statement of Overriding Considerations was not adopted by State Parks for this project.
6. Findings were not made by State Parks pursuant to the provisions of CEQA.

This is to certify that the record of project approval by State Parks as Responsible Agency is available at the California Department of Parks and Recreation, Diablo Range District Office, located at 15751 Tesla Road, Livermore, CA 94550. Mitigated Negative Declaration with comments and responses and record of project approval is available to the General Public from the Lead Agency listed above.

CONTACT: Gina Benigno
Diablo Range District

PHONE NO.: (925) 409-8392
EMAIL: Gina.Benigno@parks.ca.gov

DocuSigned by:
Eduardo Guaracha
A01CE38C48E7482 ..

Eduardo Guaracha
State Park Superintendent V
Diablo Range District

Date: 8/3/2021

Exhibit "B"

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 the State of California Department of Parks and Recreation recorded November 20, 2002 in Recorder's Series number 2002-0438115, Contra Costa County records, described as follows:

Parcel 1 – Road Easement

Beginning at the southwest corner of the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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, along said right of way line south 65°00'23" west 513.24 feet to a tangent curve, concave to the south; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 2°48'41", an arc length of 148.43 feet to a non-tangent line, a radial bearing to said point bears north 27°48'18" west; thence leaving said right of way line north 46°15'05" east 15.27 feet; thence north 59°42'27" east 73.78 feet; thence north 60°47'41" east 473.61 feet; thence north 61°12'48" east 122.63 feet to the westerly line of the property designated as Exception 5(A) of said Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 55.14 feet to the Point of Beginning.

Containing an area of 17,744 square feet of land, more or less.

Parcel 8 – Slope Easement

Commencing at the southwest corner of the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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 property designated as Exception 5(A) of Parcel One (2002-0438120), north 2°36'02" west 55.14 feet to the Point of Beginning; thence from said Point of Beginning, leaving said westerly line south 61°12'48" west 122.63 feet; thence south 60°47'41" west 473.61 feet; thence south 59°42'27" west 73.78 feet; thence south 46°15'05" west 15.27 feet to a point on said right of way line, also being a

point on a non-tangent curve, concave to the south, a radial to said point bears north 27°48'18" west; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 0°33'04", an arc length of 29.10 feet to a non-tangent line, a radial bearing to said point bears north 28°21'22" west; thence leaving said right of way line north 46°15'05" east 45.37 feet; thence north 58°48'09" east 488.65 feet; thence north 55°43'19" east 101.11 feet; thence north 58°39'10" east 99.64 feet to the westerly line of said property designated as Exception 5(A) of Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 41.69 feet to the Point of Beginning.

Containing an area of 13,723 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III derived from GPS observations.

Exhibit "B", a plat is attached hereto, and by this reference, made a part hereof.

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

Signature: 

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: 7/19/2021



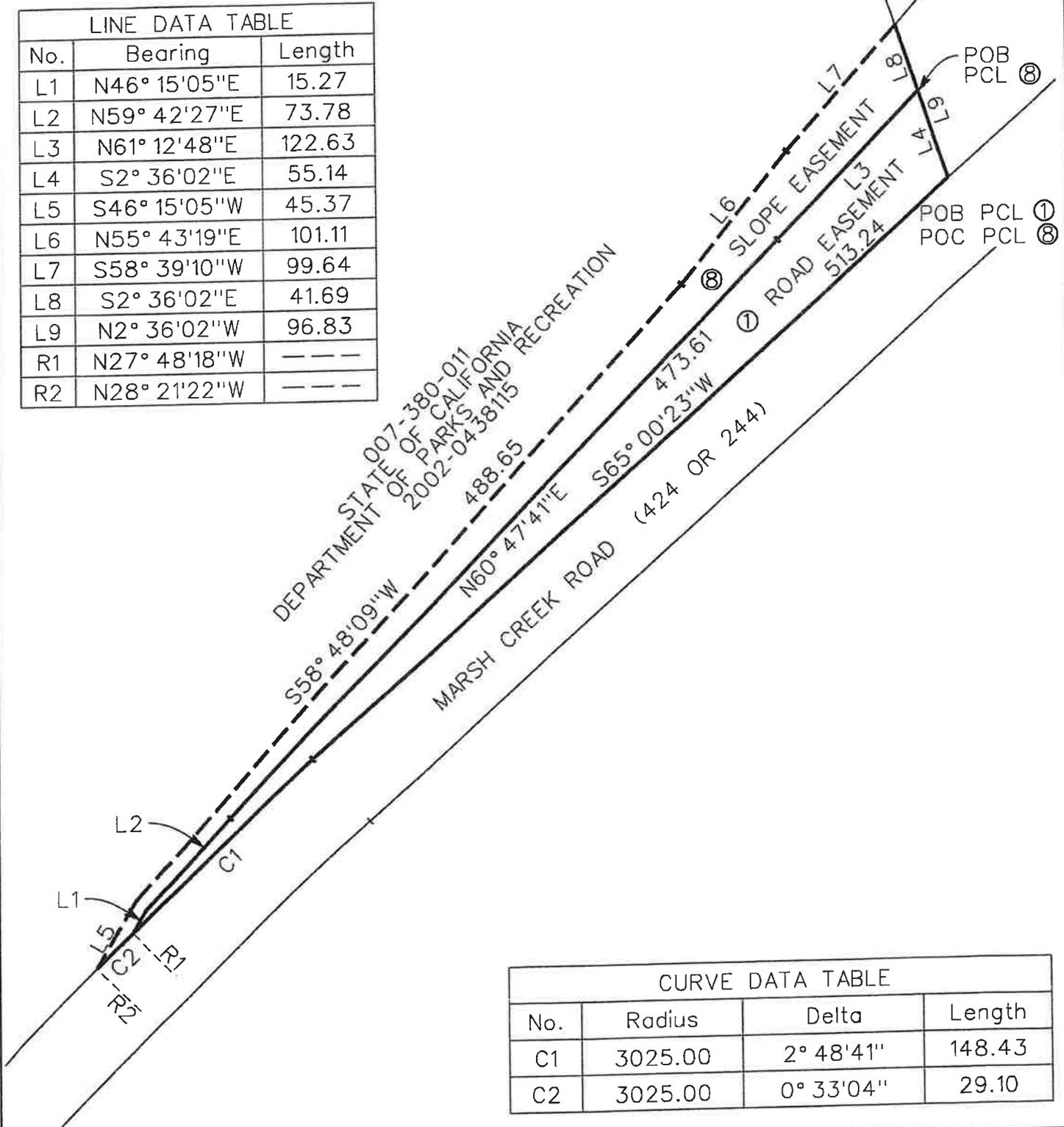
EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"

007-380-019
C.C.C.F.C.&W.C.D.
2002-0438120



No.	Bearing	Length
L1	N46° 15'05"E	15.27
L2	N59° 42'27"E	73.78
L3	N61° 12'48"E	122.63
L4	S2° 36'02"E	55.14
L5	S46° 15'05"W	45.37
L6	N55° 43'19"E	101.11
L7	S58° 39'10"W	99.64
L8	S2° 36'02"E	41.69
L9	N2° 36'02"W	96.83
R1	N27° 48'18"W	----
R2	N28° 21'22"W	----



No.	Radius	Delta	Length
C1	3025.00	2° 48'41"	148.43
C2	3025.00	0° 33'04"	29.10

Instrument : Road Easement & Slope Easement	Scale 1"=80'	Date JUNE 11, 2021
	Drawn By TL	File No.
Series No.	Recorded	Checked By
		Cad File RW997420_007-380-011 State of Ca Exhibit B.dgn

Exhibit "B"

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 the State of California Department of Parks and Recreation recorded November 20, 2002 in Recorder's Series number 2002-0438115, Contra Costa County records, described as follows:

Parcel 5 – 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 the property designated as Exception 5(A) of said Parcel One (2002-0438115), 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 property designated as Exception 5(A) of Parcel One (2002-0438120), north 2°36'02" west 96.83 feet to the Point of Beginning; thence from said Point of Beginning, leaving said westerly line south 58°39'10" west 99.64 feet; thence south 55°43'19" west 101.11 feet; thence south 58°48'09" west 488.65 feet; thence south 46°15'05" west 45.37 feet to a point on said right of way line, also being a point on a non-tangent curve, concave to the south, a radial to said point bears north 28°21'22" west; thence westerly along said curve, having a radius of 3025.00 feet, through a central angle of 1°18'03", an arc length of 68.68 feet to a non-tangent line, a radial bearing to said point bears north 29°39'25" west; thence leaving said right of way line north 43°19'57" east 65.40 feet; thence north 59°02'37" east 538.59 feet; thence north 54°32'37" east 61.13 feet; thence north 28°11'20" west 27.17 feet; thence north 54°12'16" east 27.41 feet; thence south 44°26'21" east 27.04 feet; north 59°29'01" east 109.27 feet to the westerly line of said property designated as Exception 5(A) of Parcel One (2002-0438115); thence along said westerly line south 2°36'02" east 9.68 feet to the Point of Beginning.

Containing an area of 8,476 square feet of land, more or less.

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III derived from GPS observations.

Exhibit "B", a plat is attached hereto, and by this reference, made a part hereof.

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: 7/19/2021



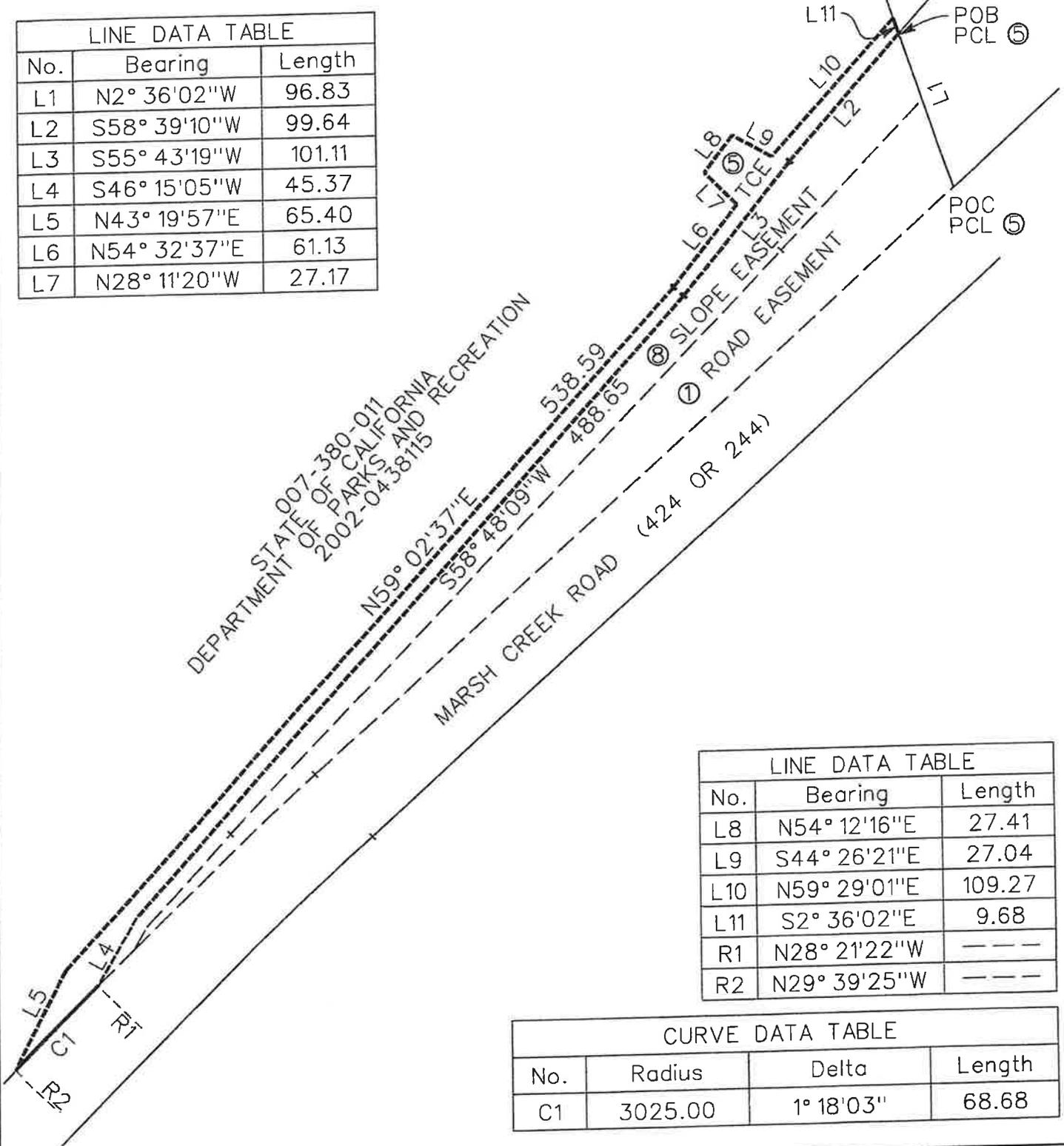
TEMPORARY CONSTRUCTION EASEMENT

007-380-019
C.C.C.F.C.&W.C.D.
2002-0438120

Exhibit "B"



LINE DATA TABLE		
No.	Bearing	Length
L1	N2° 36'02"W	96.83
L2	S58° 39'10"W	99.64
L3	S55° 43'19"W	101.11
L4	S46° 15'05"W	45.37
L5	N43° 19'57"E	65.40
L6	N54° 32'37"E	61.13
L7	N28° 11'20"W	27.17



LINE DATA TABLE		
No.	Bearing	Length
L8	N54° 12'16"E	27.41
L9	S44° 26'21"E	27.04
L10	N59° 29'01"E	109.27
L11	S2° 36'02"E	9.68
R1	N28° 21'22"W	---
R2	N29° 39'25"W	---

CURVE DATA TABLE			
No.	Radius	Delta	Length
C1	3025.00	1° 18'03"	68.68

Instrument : N/A	Scale 1"=80'	Date JUNE 11, 2021
Series No. N/A	Recorded N/A	Drawn By TL
		Checked By
		Cad File RW197420_007-380-011 State of Ca Exhibit B.dwg



DEPARTMENT OF PARKS AND RECREATION

Diablo Range District
14311 Tesla Road
Livermore, CA 94550

Lisa Ann L. Mangat, Director

Exhibit "C"

Department of Parks and Recreation
Department Operations Manual (DOM)
Natural Resources Section
Plant Resources Chapter 0310.4.1

Genetic Integrity Policy

In order to maintain the genetic integrity and diversity of native California plants, revegetation or transplant efforts in the State Park System will employ local populations, unless it is shown by scientific analysis that these populations are not genetically distinct from other populations being proposed for use. If local populations have been decimated, the closest, most genetically similar population(s) to those being lost from the State Park System unit will be used (California State Park and Recreation Commission Policy II.4).

Sources of materials for revegetation will be, in preferred order:

1. Seeds, plants, and cuttings salvaged from the site prior to disturbance;
2. Materials from similar vegetation and sites within the unit;
3. Materials collected offsite, but from within the same ecological region, elevation, and site characteristics as the site to be revegetated.

If seeds or plants must be acquired from commercial sources, the origin of the materials should be from within the same ecological region, elevation, and site characteristics as the project area.

In order to eliminate the possibility of genetic contamination of any naturally occurring population at or near a revegetation site, threatened or endangered plant taxa will not be used for revegetation unless the revegetation is being done as part of a restoration plan for that taxon (See DOM Section 0310.5.3.1).



Contra
Costa
County

To: West Contra Costa Healthcare District
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Amendment #23-648-5 with Vickie Lee Scharr

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #23-648-5 with Vickie Lee Scharr, an individual, effective September 1, 2021, to amend Contract #23-648-4 to increase the payment limit by \$55,000, from \$205,000, to a new payment limit of \$260,000, with no change in the term of January 1, 2021 through December 31, 2021, to provide additional consultation, technical support and planning services with regard to the West Contra Costa Health Care District (WCCHCD).

FISCAL IMPACT:

This amendment will result in additional expenditures of \$55,000 for a 1 year period and is funded 100% by West Contra Costa Healthcare District allocations. (No rate increase)

BACKGROUND:

On January 1, 2019, the Contra Costa Board of Supervisors became the appointed Board of Directors for the WCCHCD.

On October 13, 2020, the Board of Supervisors approved Contract #23-648-4 with Vickie Lee Scharr in an amount not to exceed \$205,000,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Patrick Godley,
925-957-5405

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

for the provision consultation, technical support and planning services to the Chief Operating Officer with regard to the WCCHCD including but not limited to financial planning and operational improvement, for the period from January 1, 2021 through December 31, 2021.

Approval of Contract Amendment #23-648-5 will allow the contractor to provide additional services through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Health Services Department will not be able to use this contractor's expertise with regard to the WCCHCD.



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 21, 2021

Subject: Consent to Assignment Pursuant to the Lease between the County and Buchanan Fields Golf Course, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County, a consent to assignment under which the County consents to the assignment of the outstanding shares of Buchanan Fields Golf Course, Inc. ("Golf Course") to Dianna Hall, the new owner of Golf Course, in accordance with the terms of the lease between the County and Golf Course dated October 1, 1991.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will continue to receive lease and other revenues provided for in the Lease. The County General Fund will continue to receive property, sales, and possessory interest tax revenues from the Lease.

BACKGROUND:

The County entered into a ground lease with Buchanan Fields Golf Course, Inc. ("Golf Course") on October 1, 1991, for property at Buchanan Field Airport located at 1091 Concord Avenue, Concord ("Lease"). Pursuant to an agreement dated July 9, 2021, between the original owner of Golf Course ("Assignor") and the current owner of Golf

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee (925)
681-4200

cc:

BACKGROUND: (CONT'D)

Course (“Assignee”) (the “Parties’ Mutual Agreement”), Assignor agreed and affirmed that Assignee is the current owner of Golf Course. Under the terms of the Lease, the County must consent to the transfer of a controlling interest in Golf Course.

Assignee has been responsible for the ongoing operation of Golf Course since at least November 6, 2018, pursuant to an order issued that day by the Superior Court of California, County of Contra Costa, in Case No. C18-00376. Since that time, Golf Course has complied with the material terms of the Lease and made all required payments in a timely manner.

This Board action would authorize the Director of Airports to consent to the assignment of a controlling interest in Golf Course that was effectuated by the Parties’ Mutual Agreement. The County’s consent is appropriate given Golf Course is in compliance with the material terms of the Lease and to prevent a technical default under the Lease.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not consent to the assignment effectuated by the Parties’ Mutual Agreement, creating a cloud on the leasehold interest in the Lease.



Contra
Costa
County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 21, 2021

Subject: Increase in Payment Limit on Contract with W.E. Lyons Construction Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute an amendment to the May 12, 2021, contract with W.E. Lyons Construction Company (W.E. Lyons), under which W.E. Lyons is building the new Aircraft Rescue and Firefighting facility, terminal, and administrative office at Buchanan Field Airport, to increase the payment limit by \$263,335 to a new payment limit of \$13,253,335.

FISCAL IMPACT:

There is no impact on the County General Fund; the increased cost is fully funded by a combination of Federal Aviation Administration (FAA) grants and Airport Enterprise Funds.

BACKGROUND:

The new terminal building will be located in a section of Buchanan Field that, until recently, was the site of JSX airlines' operations. Before construction of the new terminal building could commence, it was necessary to relocate the JSX operations to a temporary facility and to provide power to the temporary facility. The installation of power to the temporary facility was planned to be completed by County staff and on-call electrical contractors. When approached

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

by County staff, local utilities indicated there would be extensive delays in the utility companies' review of the proposed plans. To avoid these delays and the resultant impact on the overall project schedule, W.E. Lyons, the construction company that is constructing the new terminal building, designed and implemented an alternative approach to installing power to the JSX temporary facility. The cost to complete the work, which was outside W.E. Lyons' original scope of work, was \$263,335.

CONSEQUENCE OF NEGATIVE ACTION:

If approval of the increase in the payment limit is not approved, W.E. Lyons will not be paid for the work it performed for the County's benefit, which could lead to an action against the County for payment under the legal theory of "quantum meruit."



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 21, 2021

Subject: APPROVE AND AUTHORIZE TERMINATION OF LEASE AGREEMENT WITH EXCELSIOR J D CO., dba
JAVA DETOUR

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports to terminate the lease with Excelsior J D Co, LLC, dba Java Detour, for property located at 2301 Meridian Park Boulevard at the Buchanan Field Airport. AUTHORIZE County Counsel to pursue legal action to regain possession of the property.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund will cover the cost of any legal action.

BACKGROUND:

On October 1, 2010, the County entered into a lease with Excelsior J D Co. LLC, dba Java Detour (Tenant) for use of the property located at 2301 Meridian Park Boulevard at the Buchanan Field Airport (Lease). The Tenant is currently in default under their lease as they are over five (5) months behind on their ground rent (\$21,531 as of September 1, 2021) and they closed the building for its intended business purpose around July 26, 2021.

Contra Costa County Airports (Airport) staff have been working with the Tenant since March to address the outstanding rent and since July 2021 to address what appears

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

to be the abandonment of the Premises. Unfortunately, despite all efforts, the Tenant continues to remain in default of its Lease.

The Tenant has been given time to cure the defaults. They, however, have been unsuccessful in curing the defaults.

Airport staff is requesting authority to terminate the Lease and to pursue legal action against Tenant through County Counsel to regain possession of the property. Such actions are consistent with adopted Airport policies. In addition, by recovering possession of the Premises, the Airport will be able to make the property available to another interested business.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to terminate the Lease and pursue legal action against Tenant would result in the Airport being unable to enforce adopted Airport policies and procedures.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Daniel Artiga, Jose C. Ceja, Farmers Insurance Exchange, Dennis Morrison and Salvador Virgen Ruiz.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Daniel Artiga: Personal injury claim for trip and fall in the amount of \$100,000.

Jose C. Ceja: Property claim for damage to vehicle in the amount of \$1,000.

Farmers Insurance Exchange: subrogation claim for damage to an insured's vehicle in the amount of \$8,939.24

Dennis Morrison: Property claim for damage to vehicle in the amount of \$1,150.

Salvador Virgen Ruiz: Personal injury claim for bodily injury as a result of police pursuit in the amount of \$1,000,000.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Risk Management

cc:



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: ACCEPT Board members meeting reports for August 2021

RECOMMENDATION(S):

ACCEPT Board members meeting reports for August 2021.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. Districts I, IV and V have nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joellen Bergamini
925.655.2000

cc:

ATTACHMENTS

District II August 2021 Report

District III August 2021
Report

District III July 2021 Report

Supervisor Candace Andersen – Monthly Meeting Report *August 2021*

Date	Meeting	Location
2	Staff meeting	Zoom Meeting
2	SWAT	Zoom meeting
3	Board of Supervisors	Zoom meeting
4	Mental Health Comm	Zoom meeting
5	County Connection	Zoom Meeting
5	CC Mayors' Conf	Zoom Meeting
5	Staff meeting	Zoom Meeting
9	TWIC	Zoom Meeting
10	Board of Supervisors	Zoom meeting
11	CCCERA	Zoom Meeting
11	LAFCO	Zoom meeting
12	Redistricting Training	Zoom meeting
12	Public Works	Zoom meeting
12	Staff meeting	Zoom meeting
16	Alamo Liaison	Zoom meeting
16	Staff meeting	Zoom meeting
16	TVTC Special Meeting	Zoom meeting
18	Staff meeting	Zoom meeting
19	CCCTA	Zoom meeting
19	ABAG	Zoom meeting
23	Family & Human Services	Zoom Meeting
23	Public Protection Committee	Zoom meeting
24	Staff meeting	Zoom meeting
24	Saranap address meeting	Zoom meeting
25	CCCERA	Zoom meeting
26	East Bay EDA	Zoom meeting
26	Recycle Smart	Zoom meeting
26	Staff meeting	Zoom meeting
27	Lafayette Mayor meeting	Zoom meeting
31	Staff meeting	Zoom meeting

Supervisor Diane Burgis - August 2021 AB1234 R

(Government Code Section 53232.3(d) requires that members legislative attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
2-Aug	Contra Costa Regional Medical Center - Joint Conference Committee	Web Meeting
3-Aug	Board of Supervisors Meeting	Web Meeting
4-Aug	Martinez Office	Martinez
5-Aug	Delta Protection Commission Meeting	Web Meeting
9-Aug	Transportation, Water, and Infrastructure Committee Meeting	Web Meeting
10-Aug	Board of Supervisors Meeting	Web Meeting
10-Aug	Contra Costa County Fire Protection District Meeting	Web Meeting
11-Aug	LAFCO Meeting	Web Meeting
12-Aug	Transplan Committee Meeting	Web Meeting
13-Aug	Delta Counties Coalition Meeting	Web Meeting
16-Aug	Martinez Office	Martinez
23-Aug	Family and Human Services Committee Meeting	Web Meeting

* Reimbursement may come from an agency other than Contra Costa County

Report

bodies report on meetings
meals, lodging, etc).

Purpose
Meeting
Meeting
Board Letters for CAO
Meeting
Board Letters for CAO
Meeting

Supervisor Diane Burgis - July 2021 AB1234 Re
 (Government Code Section 53232.3(d) requires that members legislative
 attended for which there has been expense reimbursement (mileage,

Date	Meeting Name	Location
9-Jul	Delta Counties Coalition Meeting	Web Meeting
9-Jul	Family Justice Center Board Meeting	Web Meeting
12-Jul	Internal Operations Committee Meeting	Web Meeting
13-Jul	Board of Supervisors Meeting	Web Meeting
13-Jul	Housing Authority Meeting	Web Meeting
13-Jul	East Contra Costa County Habitat Conservancy Meeting	Web Meeting
14-Jul	Martinez Office	Martinez
15-Jul	Non-Profit Roundtable	Web Meeting
15-Jul	Delta Protection Commission Meeting	Web Meeting
20-Jul	Board of Supervisors Special Meeting	Web Meeting
20-Jul	Contra Costa County Fire Protection District Meeting	Web Meeting
23-Jul	San Joaquin JPA Board Committee	Web Meeting
26-Jul	Family and Human Services Committee Meeting	Web Meeting
26-Jul	Tour of GoMentum	Concord
27-Jul	Board of Supervisors Meeting	Web Meeting
28-Jul	Martinez Office	Martinez
28-Jul	Tri Delta Transit Meeting	Web Meeting

* Reimbursement may come from an agency other than Contra Costa County

port
bodies report on meetings
meals, lodging, etc).

Purpose
Meeting
Board Letters for CAO
Community Outreach
Meeting
Community Outreach
Meeting
Board Letters for CAO
Meeting



Contra
Costa
County

To: Board of Supervisors

From:

Date: September 21, 2021

Subject: APPROVE the Board meeting minutes for July and August 2021

RECOMMENDATION(S):

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

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded. Districts I, IV and V have nothing to report for January 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joellen Bergamini
925.655.2000

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: September 21, 2021

Subject: Adult Day Service Week

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Antonia Welty, Deputy

Contact: District III
925-252-4500

cc:

ATTACHMENTS

Resolution
2021/302

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

In the matter of:
proclaiming Nation Adult Day Services Week

Resolution No. 2021/302

WHEREAS, Adult Day Service centers in Contra Costa County and nationwide are providing professional and compassionate services for adults, and

WHEREAS, Adult Day Services centers have never been more critical as we've seen during this pandemic in preventing skilled nursing placement.

WHEREAS, Adult Day Services centers offer an alternative to nursing home placement for those who do not need 24-hour skilled nursing, and

WHEREAS, Adult Day Services centers provide a coordinated program of services including physical and cognitive skilled and preventative care, and individual and group activities, and

WHEREAS, Adult Day Services centers offer participants an opportunity for enriching educational, therapeutic, and social experiences outside the home, and

WHEREAS, Adult Day Services centers may offer specialized models including intergenerational, dementia, culturally specific, Veterans, people with intellectual and developmental disabilities, and

WHEREAS, Adult Day Services centers provide much-needed assistance and counseling for caregivers and liaise with participants' health team and circle of support, and

NOW THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors does hereby proclaim September 19 – 25, 2021, National Adult Day Services Week, celebrating Adult Day Services and urge the residents of Contra Costa County to honor and celebrate this special week.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: September 21, 2021

Monica Nino, County Administrator

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: September 21, 2021

Subject: Recognizing Adam Daniels for Twenty Years of Service to the County Library

RECOMMENDATION(S):

ADOPT Resolution No. 2021/275 recognizing Adam Daniels, Library Assistant-Journey Level, for his 20 years of service on behalf of the County, the Contra Costa County Library, and the citizens of Walnut Creek and San Ramon.

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

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Antonia Welty, Deputy

Contact: Walt Beveridge
925-608-7730

cc:

ATTACHMENTS

Resolution
2021/275

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

In the matter of:

Resolution No. 2021/275

Recognizing the contributions of Adam Daniels for his twenty years of service to Contra Costa Library

WHEREAS, Adam Daniels began his career with Contra Costa County on June 25, 1998 as a Library Student Assistant with the Library Department at the El Sobrante Library, where he briefly separated on February 10, 2001 and returned on July 2, 2001; and

WHEREAS, he received a Bachelor's Degree in History from California State University East Bay in 2006; and

WHEREAS, on April 24, 2006, he was hired as a permanent-intermittent Library Assistant - Journey Level working at Contra Costa County library branches as needed; and

WHEREAS, in 2014, he worked with the manager of the Crockett Library and with the Crockett Historical Society to incorporate items from their collection of historical photos in support of the Crockett Library's 100th anniversary; and

WHEREAS, on June 29, 2015, he was hired in a full-time position at the Walnut Creek Library, and on August 1, 2020 he was reassigned to the San Ramon Library; and

WHEREAS, over his years of service, Mr. Daniels has worked with dozens of volunteers at the locations he has been employed, overseeing their important work in assisting the operations of the Walnut Creek Library and other Contra Costa County libraries; and

WHEREAS, he managed the Rossmoor books program, which worked with Rossmoor volunteers to provide library service access to patrons who might otherwise face accessibility challenges, with the result of delivering books to approximately 50 Rossmoor resident patrons and circulating approximately 400 items per month; and

WHEREAS, he currently hosts the English as a Second Language program for the Sam Ramon Library; and

WHEREAS, Mr. Daniels feels fortunate that he has been able to serve his community for twenty years and hopes to do so for twenty more; and

WHEREAS, Adam Daniels' dedication has benefited both Contra Costa County Library and the citizens of his community;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors does hereby recognize and honor Adam Daniels for his twenty years of service, and gives its full appreciation for this dedicated service to the Library and the people of this County.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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action taken
and entered on the minutes of the Board of Supervisors on
the date
shown.

ATTESTED: September 21, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: September 21, 2021

Subject: Proclaiming the Month of September, 2021 as National Recovery Month in Contra Costa County

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Antonia Welty, Deputy

Contact: 925-521-7100

cc:

ATTACHMENTS

Resolution

2021/300

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

In the matter of:

Resolution No. 2021/300

Proclaiming the Month of September, 2021 as National Recovery Month in Contra Costa County

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and
WHEREAS, prevention of mental and alcohol and other drug use disorders works, treatment is effective, and people recover in our area and around the nation; and
WHEREAS, preventing and overcoming alcohol and other drug disorders is essential to achieving healthy lifestyles, both physically and emotionally; and
WHEREAS, we must encourage relatives and friends of people with mental and alcohol and other drug disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services like housing, employment, education, vocational rehab; and
WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Contra Costa County Board of Supervisors invite all residents of Contra Costa County to participate in National Recovery Month and
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, do hereby proclaim the Month of September 2021 as NATIONAL RECOVERY MONTH in Contra Costa County and call upon the people of Contra Costa County to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery theme, *Recovery is for Everyone: Every Person, Every Family, Every Community*.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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ATTESTED: September 21, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: September 21, 2021

Subject: In the Matter of Recognizing Monument Impact for their 20 years of service to our community.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Antonia Welty, Deputy

Contact: Colleen Awad,
925-521-7100

cc:

ATTACHMENTS

Resolution

2021/301

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

In the matter of:

Resolution No. 2021/301

In the Matter of Recognizing Monument Impact for their 20 years of service to our community.

WHEREAS, Monument Impact has served over 90,000 immigrants and refugees since its inception in 2001; and

WHEREAS, the early iteration of the Monument Community Partnership and its economic arm, Monument Futures, established a hiring hall with a goal of building economic opportunity for day laborers, as well as community leadership through Neighborhood Action Teams; and

WHEREAS, the Neighborhood Action Teams evolved into Monument Impact's current Community Engagement Programs focusing on immigrant rights and housing justice; and

WHEREAS, in 2009, Monument Futures was renamed the Michael Chavez Center for Economic Opportunity in honor of the late Concord Councilmember; and

WHEREAS, in 2009, in response to the Great Recession, their Workforce Development Program was launched to provide more job skills to the entire community; and

WHEREAS, in 2012, Monument Community Partnership and the Michael Chavez Center merged to become Monument Impact; and

WHEREAS, programs in Workforce Development, Healthy Community and Community Engagement were expanded; and

WHEREAS, after years of planning, in 2014, Monument Impact launched Mentas Positivas en Acción (MPA), an evidence-based mental health program exclusively for the Spanish-speaking community and led by 10 trained community promotoras and has served 1,000 people in central and east Contra Costa; and

WHEREAS, in 2020, Monument Impact launched its \$2 million dollar Monument Relief & Recovery Fund to provide financial aid and rental assistance for nearly 3,000 undocumented families hardest hit by the COVID-19 pandemic; and

WHEREAS, with job losses putting families at risk of losing their homes, tenant organizing and tenant legal clinics were expanded into East Contra Costa and all programs pivoted to online formats allowing Monument Impact to reach over 10,000 people in programs, Census 2020, Get Out the Vote and other campaigns; and

WHEREAS, the Day Labor Center connects members to an average of 5,000 jobs annually and has provided health and safety workshops and skills development every year; and

WHEREAS, Monument Impact offers job readiness to the Afghan community and technology training in Farsi; and

WHEREAS, Monument Impact’s Promotoras have reached over 22,000 residents in central and east Contra Costa with vaccine outreach and appointment assistance and information about rental assistance, especially reaching out to the Latino community; and

WHEREAS, Monument Impact’s mission is to ensure that immigrants, refugees, and low-income residents in Concord and surrounding communities have the voice, tools, and relationships necessary to have an equitable share of the social and economic wealth in our region; and

WHEREAS, Monument Impact envisions a strong connected community that determines its own future, is rooted in relationships and equity, where the well-being of all is cherished.

Now Therefore Be It Resolved that the Board of Supervisors does hereby honor Monument Impact on the 20th Anniversary and applauds your dedication and hard work in jobs training, housing advocacy, and mental health in our community.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: September 21, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 21, 2021

Subject: HONORING 100th ANNIVERSARY OF IRON WORKERS LOCAL 378

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Antonia Welty, Deputy

Contact: James Lyons,
510-942-2222

cc:

ATTACHMENTS

Resolution
2021/304

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

In the matter of:

Resolution No. 2021/304

HONORING 100th ANNIVERSARY OF IRON WORKERS LOCAL 378

Whereas, Iron Worker's Local 117 becomes Local 378 on September 22, 1921; and

Whereas, Iron Workers Local 378 members help build the Carquinez Bridge in 1927, the Benicia to Martinez Southern Pacific Railway Bridge in 1930, and the Bay Bridge during the period 1933-1936; and

Whereas, With America's involvement in WWII, the Richmond Shipyards employed many Ironworkers , including many women who were first entering the trades; and

Whereas, In 1953 Ironworkers started construction of the Richmond-San Rafael Bridge, which opened in 1956, and the second parallel Carquinez Bridge was opened in 1958; and

Whereas, The Iron Workers moved to their own Hall at 1734 Campbell St. in Oakland Ca. in 1957 where they were located until 1991; and

Whereas, The George Miller Memorial Bridge Otherwise known as the Benicia Bridge, which opened in 1963 was built by Ironworkers; and

Whereas, After the Loma Prieta earthquake of 1989, in less than 30 days Ironworkers assisted in the rescue of trapped commuters and repaired the damaged section of the Bay Bridge, restoring transportation to and from San Francisco and the Peninsula; and

Whereas, In 1991, the Ironworkers move to Benicia, California and established a training center for Bay Area Ironworkers of Locals 378 and 377; and

Whereas, Built by Ironworkers, the Alfred Zampa Memorial Bridge is opened in 2003. This was the first suspension built in over thirty years and is the only bridge in the State of California named after a working man, an Ironworker; tradespeople who played an integral role in the construction of the Golden Gate Bridge and numerous other bridges in the Bay Area; and

Whereas, In 2013, the eastern section of the Bay bridge was opened. This was built to address the seismic inadequacy of the 75-year-old cantilever section of the bridge; and

Whereas, In April of 2020, The Ironworkers are deemed essential workers during the pandemic; and

Whereas, Ironworkers play a key role in civic engagement and political involvement, providing pathways for underserved populations to enter into the middle class, offering apprenticeship opportunities for men and women, and fighting for living wages and local hiring – among other advocacy;

Therefore, Let it be Resolved that the Board of Supervisors of Contra Costa County does hereby honor the Ironworkers Local 378 on its 100th, and congratulate the men and women of the trade on their numerous contributions to the people and places of Contra Costa County.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor

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

ATTESTED: September 21, 2021

Monica Nino, County Administrator

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: Appointment of Aaron Alarcon-Bowen as Alternate on First 5 Commission

RECOMMENDATION(S):

APPOINT Aaron Alarcon-Bowen as Alternate to Kathy Gallagher on the Contra Costa First 5 Children and Families Commission.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Ordinance 99-15 (County Children and Families First Commission – Proposition 10) established Contra Costa's Commission to complement Proposition 10, adopted on November 3, 1998.

Section 26-14.008 describes the process for Board appointment of alternate commissioners to include appointing the nominee proposed by the Employment and Human Services Department (EHSD) Director as the alternate for the EHSD Director.

Katharine Mason, the most recent alternate to the EHSD Director, resigned from County service in July 2021. The EHSD Director recommends the appointment of Aaron Alarcon-Bowen, Director of the Community Services Bureau, to serve as her alternate to the First 5 Commission.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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:

If this appointment is not approved, the EHSD Director will not have anyone serving as her alternate on the First 5 Commission.

CHILDREN'S IMPACT STATEMENT:

The First 5 Commission addresses critical issues related to children aged 0-5 years old.

ATTACHMENTS

A. Alarcon-Bowen Commission Application & Resume



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 **Middle Initial** **Last Name**

Home Address - Street **City** **State** **Postal Code**

Primary Phone (best number to reach you) **Email Address**

Resident of Supervisorial District (if out of County, please enter N/A):

Do you work in Contra Costa County? Yes No **If Yes, in which District do you work?**

EDUCATION Check appropriate box if you possess one of the following:

High School Diploma CA High School Proficiency Certificate G.E.D. Certificate

Colleges or Universities Attended	Degree Type/Course of Study/Major	Degree Awarded	
University of Texas at El Paso	BA in Public Relations	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
University of North Texas	Masters in Public Administration	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Walden University	PhD in Public Policy (Graduation soon)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed: **Certificate Awarded for Training?**
 Yes No

Board, Commission, or Committee **Seat Name**

Have you ever attended a meeting of the advisory board for which you are applying?
Please check one: Yes No **If Yes, how many?**

Please explain why you would like to serve on this particular board, committee, or commission.

I am the Director of the Community Services Bureau, the arm of Contra Costa county government that oversees all the Early Head Start and Head Start centers that are affiliated to the county. I believe that because of my position, being part of this Commission is mutually beneficial to both organizations. In addition, Kathy Gallagher, Employment and Human Services Department Head (who is part of the Commission) has asked me to be her alternate.

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

See resume attached (Please note that my resume does not include my current position)

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

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

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

Aging Action Initiative (Marin county) Board of Directors (Executive Committee)
California Association of Welfare Fraud Investigators (Board of Directors, Director)
California Association of Public Authorities (Board of Directors, Director)

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234).

Please check one: Yes No

If Yes, please identify the nature of the relationship:

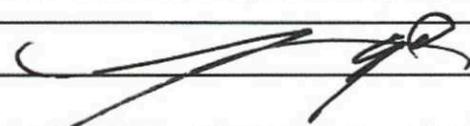
Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: Yes No

If Yes, please identify the nature of the relationship:

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

Signed:



Date:

8/9/21

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

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

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships: (1) Mother, father, son, and daughter; (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter; (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter; (4) Registered domestic partner, pursuant to California Family Code section 297; (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner; (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Aaron Alarcon-Bowen, MPA

1130 3rd Ave., Apt. 110

Oakland, CA 94606

(915) 309-9147

Email: alarconaaron@gmail.com

-
- Profile:** *Committed, effective and driven leader (*bilingual*) with 21 years of experience in social service, with an outstanding track record of proven success in *program development* and *enhancement*.
- *Strong ability to *build relationships* with stakeholders, partner agencies and staff. Critical thinker. Effective decision maker with the ability to listen and show empathy.
- Education:** **The University of Texas at El Paso**, El Paso, TX
BA in Organizational Communication/Public Relations
Graduation date: May 1999
- The University of North Texas**, Denton, TX
Masters in Public Administration
Graduation date: May 2008
- Walden University**, Minneapolis, MN
PhD in Public Policy and Administration
Expected Graduation date: May 2021
- Work Experience:** **IHSS Public Authority of Marin**, San Rafael, CA March 2017 – Present
Executive Director (Staff size: 7. Budget: \$2.7 million)
Accountable for the overall management of an independent, government agency that provides in-home care for vulnerable populations and supports their caregivers. Responsibilities fall under four components: leadership, programs and advocacy, finance/operations/human resources, and board governance. *Accomplishments: rebranded the organization, increased recruitment of caregivers and Board members, improved policies and procedures, added community partnerships, expended and improved services.*
- County of Marin**, San Rafael, CA July 2014 – March 2017
Program Integrity Coordinator
Oversaw the Program Integrity for the In-Home Supportive Services program, assuring that assistance received by the recipients was utilized according to regulations. Also represented the County during Fair Hearings, among others duties. *Accomplishments: designed and implemented policies and procedures, became Board member of the California Welfare Fraud Investigators Association*
- ChildNet Youth and Family Services**, Long Beach, CA November 2013 – April 2014
Recruitment Coordinator
Responsible of the recruitment process of potential foster parents. This process includes: outreach, screening, certification and training of potential foster parents. *Accomplishments: Met and surpassed recruitment goals.*
- Catholic Charities of Dallas**, Dallas, TX October 2008 – September 2013
Family Services Program Director (Staff size: 15. Budget: \$2 million)
Managed a program that provided financial and material assistance to low-income individuals. Grant writing, public speaking and fundraising. *Accomplishments: Created and developed the Financial Education Program for the agency. Implemented a self-sufficiency service plan for struggling families, including follow up and measurable outcomes.*
- Guardianship Services, Inc.**, Fort Worth, TX December 2005 – September 2008
Guardianship Specialist
Handled a caseload of up to 80 legally incapacitated clients; tasks included monthly visits to supervise their medical and mental status and making important life decisions such as placement, living arrangements and financial matters. *Accomplishments: Assigned to challenging cases because of documented, successful results.*
- L.U.L.A.C. Project Amistad** El Paso, Texas June 2002- August 2005
Guardianship Specialist/Program Director (Staff size: 12. Budget: \$750,000)
Legal decision maker for mentally incapacitated adults. Duties included weekly visits monitoring Wards; making key decisions on behalf of Wards; performing assessments on new referrals; attending court hearings, testifying before the Court. *Accomplishments: Promoted to Guardianship Program Director.*
- Palm Beach Opera**, West Palm Beach, Florida Sept 2000 – April 2001
Development Associate/Performer
Assisted with the fundraising activities of the company. Responsibilities included special events planning, such as golf tournaments, dinner galas and summer camps for unprivileged children. *Accomplishments: Started the "Amigos de la Opera" society, the first Spanish-speaking membership group of the organization.*
- United Way of El Paso County**, El Paso, Texas May 1999 – Sept 2000
Campaign Associate
Fundraiser for one of the top non-profit organizations in the United States. Duties included conducting presentations both in English and Spanish to manufacturing companies, as well as maintaining year-long relations with these businesses and their management team. *Accomplishments: Surpassed fundraising goal of one million dollars.*

References: Upon request.



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: September 21, 2021

Subject: RECOMMENDATION FOR APPOINTMENT TO THE HAZARDOUS MATERIALS COMMISSION

RECOMMENDATION(S):

APPOINT Teston Shull to the Labor #1 seat and Terry Baldwin to the Labor #1 Alternate seat on the Hazardous Materials Commission to complete the current terms that will expire on December 31, 2022.

FISCAL IMPACT:

None.

BACKGROUND:

In 2013, IOC reviewed Board Resolution Nos. 2011/497 and 2011/498, which stipulate that applicants for At Large/Non Agency-Specific seats on specified bodies are to be interviewed by a Board Committee. The IOC made a determination that it would delegate the screening and nomination of Hazardous Materials Commission candidates to the Commission, for review by the IOC.

The Hazardous Materials Commission was established in 1986 to advise the Board, County Staff and the mayor's council members, and staffs of the cities within the County, on issues related to the development, approval and administration of the County Hazardous Waste Management Plan. Specifically, the Board charged the Commission with drafting a Hazardous Materials Storage and Transportation Plan and Ordinance, coordinating the implementation of the Hazardous Materials Release Response Plan and

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Michael Kent (925)
313-6712

cc:

BACKGROUND: (CONT'D)

inventory program, and to analyze and develop recommendations regarding hazards materials issues with consideration to broad public input, and report back to the Board on Board referrals.

Henry Alcaraz resigned from the Labor #1 seat on June 30, 2021. The Clerk of the Board posted this vacancy on July 13, 2021. The alternate for Labor #1 seat has been vacant for this entire term.

The bylaws of the Commission provide that the Labor Seats be screened by the Internal Operations Committee and appointed by the Board of Supervisors. The Contra Costa Building and Construction Trade Council has nominated Teston Shull to fill the Labor #1 seat and Terry Baldwin to fill Labor #1 Alternate seat. Their applications and letter of support are attached, as well as a third application from Charles Leonard. The terms for these seats will expire on December 31, 2022.

The Internal Operations Committee reviewed and approved the recommended appointments at its regular meeting on September 13, 2021.

ATTACHMENTS

2021 HazMat Commission Roster

Candidate Application_Treston Shull_HazMat Commission

Candidate Application_Terry Baldwin_HazMat Commission

CC Building and Trades Council Nomination Letter_8/3/21

Candidate Application_Charles Leonard_HazMat Commission

CONTRA COSTA COUNTY
HAZARDOUS MATERIALS COMMISSION
597 Center Avenue, Suite 200
Martinez CA 94553
2021 MEMBERSHIP ROSTER

REPRESENTATIVES	MEMBERS (ALTERNATES)	EXPIRATION
Business Seat #1 * West County Council of Industries * West County Wastewater District	Fred Glueck Aaron Winer (A)	December 31, 2022 December 31, 2022
Business Seat #2 * Industrial Association * Industrial Association	Mark Hughes Amy McTigue (A)	December 31, 2021 December 31, 2021
Business Seat #3 * Contra Costa Taxpayers Association * Contra Costa Taxpayers Association	Don Bristol Marj Leeds (A)	December 31, 2024 December 31, 2024
City Seat #1 * City of El Cerrito * City of San Ramon	Gabe Quinto Dave Hudson (A)	December 31, 2022 December 31, 2022
City Seat #2 * City of Martinez * City of Concord	Mark Ross Edi Birsan (A)	December 31, 2023 December 31, 2023
City Seat #3 <ul style="list-style-type: none"> • City of Pleasant Hill • City of Clayton 	Ken Carlson Peter Cloven	December 31, 2024 December 31, 2024

** For identification purposes only*

Environmental Engineering Seat * GBR Smith Group * Innovex Environmental Management	George Smith – Chair Ron Chinn (A)	December 31, 2021 December 31, 2021
Environmental Justice Seat	Sara Gurdian Heather Youngs (A)	December 31, 2024 December 31, 2024
Environmental Organization Seat #1 * Richmond South Shoreline Area Community Advisory Group * Sierra Club	Steven Linsley Lisa Park (A)	December 31, 2024 December 31, 2024
Environmental Organization Seat #2 * Sierra Club * Sustainable Contra Costa	Jonathan Bash Ed Morales (A)	December 31, 2023 December 31, 2023
General Public Seat	Vacant Tim Bancroft (A)	December 31, 2023 December 31, 2023
Labor Seat #1 * Central Labor Council *	Vacant Vacant (A)	December 31, 2022 December 31, 2022
Labor Seat #2 * United Steelworkers - Local 5 * United Steelworkers - Local 5	Jim Payne Tracy Scott (A)	December 31, 2023 December 31, 2023
League of Women Voters Seat	Marielle Boortz Madeline Kronenberg (A)	December 31, 2024 December 31, 2024

Michael Kent, Executive Assistant (925) 313-6587

9/13/2021



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: Treston Last Name: Shull

Home Address - Street: City: Citrus Heights Zip Code: 95610

Phone (best number to reach you): Email:

Resident of Supervisorial District (if out of County, please enter N/A): N/A

Do you work in Contra Costa County? Yes No If Yes, in which District do you work? All Districts

EDUCATION Check appropriate box if you possess one of the following:

High School Diploma CA High School Proficiency Certificate G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
New Mexico Military Institute	Military Leadership/Political Science	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed:

Board, Committee, or Commission Name: Hazardous Materials Commission Seat Name: Labor Seat 1

Have you ever attended a meeting of the advisory board for which you are applying?
Please check one: Yes No If Yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.
I would like to serve on the Commission because the Laborers Union is the Hazardous Waste Worker Union. Laborers are directly involved in Natural Gas/Petroleum Pipelines, Hazardous Material clean-up & Safety Attendant work in facilities such as Power Plants and Refineries. Laborers remove all asbestos, lead and mold during demolition and perform the demolition work as well. I take the health of our 9,000 Laborers and the health of the community very serious. I want to make sure that Contra Costa has the best pathway for the health and safety of its' residents and I believe I can do that as a member of the Hazardous Materials Commission.

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

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

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

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

Please check one: Yes No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please list the Contra Costa County advisory board(s) on which you have **previously** served:

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

Member - Bureau of Ocean Energy Mgmt - Ca Intergovernmental Renewable Energy Task Force
Vice President - Contra Costa Building and Construction Trades Council (2019-Current)
Member - Humboldt County Workforce Development Board (2018-Current)
Residents Empowerment Assoc of Citrus Heights (member 2016-2020, President 2021-Current)

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
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.

Treston Shull

- Objective** To be appointed to the Contra Costa County Hazardous Materials Commission under the Labor Seat
- Experience** 12/1/2018 – Current Laborers Union Local 324 Martinez, CA
Vice President/Business Representative
- Enforce Union Contract Language and State and Federal Law on Construction Projects such as Refineries, Natural Gas/Petroleum Pipelines, Nuclear Power Plants, etc.
 - Handle member and contractor grievances when sections of the Union Contract and State and Federal Law is violated.
 - Visit job sites and worker facilities.
 - Negotiate all Union Contracts for Laborers Local 324
 - Attend all required meetings for Refineries, Pre-jobs, Building Trades Councils and Public Meetings.
 - Facilitate member trainings for over 9,000 members who live in Contra Costa County, classes such as OSHA 10, OSHA 30, Hazardous Waste 40hr, etc.
 - Co-Chair of the Local 324 Apprenticeship Sub-Committee overseeing over 800 Apprentices.
- 10/15/2009 – 11/30/2018
Laborers PSW Regional Organizing Department Martinez, CA
Labor Relations Representative
- Spoke to non-union contractors from all types of fields and tried to get them to become Union.
 - Partnered with and signed dozens of contractors into the Union who work with or around hazardous materials.
 - Attend Public meetings to speak on behalf of the Local Union and its' members.
 - Heavily involved with community engagement for the Region on behalf of the Laborers' Unions 30,000 members in Northern California.
- 05/2004 – 10/2009
Laborers Union California, Arizona, New Mexico
Laborer
- Primarily worked in the Natural Gas/Petroleum field on mainline transmission & distribution lines. Additional work in Coal Burning Power Plants and General Construction.

Application Form

Profile

Terry _____ A _____ Baldwin _____
 First Name Middle Initial Last Name

Home Address _____ Suite or Apt _____
 Concord _____ CA _____ 94521 _____
 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 _____

None

Degree Type / Course of Study / Major _____

Degree Awarded?

Yes No

College/ University B

Name of College Attended _____

None

Degree Type / Course of Study / Major _____

Degree Awarded?

Yes No

College/ University C

Name of College Attended

None

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

IBEW training center

Hours Completed

Continuous

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Hazardous Materials Commission: Submitted

Seat Name

Labor Seat / 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.

As a Union Member and in leadership and a Family Man and father / grand father I feel it is time to give back to the community and with a seat I hope to be able to help out where I can..

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 am part of the membership development for IBEW local 302 and have been a member of Local 302 for over 26 years. When it comes to kids and family's Career days and Mentoring and Part of The wrestling Program for Collage Park for many years even after my own children's had graduated. Go where ever I am needed from west south and east Contra Costa County.

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

n/a

[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

Contra Costa Building and Construction Trades Council

2727 Alhambra Ave. Suite 5
Martinez, CA 94553
FAX (925) 372-7414



Bill Whitney
C.E.O.
Phone (925) 228-0900

August 3, 2021

Michael Kent
Contra Costa County Hazardous Materials Commission
597 Center Ave, Suite Suite110
Martinez, CA 94553

Dear Mr. Kent:

On behalf of the Contra Costa Building and Construction Trades Council and its Affiliates, I would like to nominate Mr. Treston Shull with Laborers Local 324 to fill the Labor seat on the Contra Costa County Hazardous Materials Commission previously held by Rick Alcaez. In addition, as Mr. Shull's alternate to the Contra Costa County Hazardous Materials Commission, I would also like to nominate on behalf of the Contra Costa Building and Construction Trades Council and its Affiliates Mr. Terry Baldwin with IBEW Local 302.

I have worked with Mr. Shull and Mr. Baldwin for many years, and I have been impressed with their dedication and commitment to the tasks at hand. They have exhibited the leadership and integrity needed to succeed as a member of the Hazardous Materials Commission. In addition, they are skilled communicators and problem solvers. I believe they have all the assets necessary to be positive forces on the Contra Costa County Hazardous Materials Commission.

The Contra Costa Building and Construction Trades Council asks that you please give Mr. Shull and Mr. Baldwin your utmost consideration.

Thank you for your time and consideration,

Sincerely,


Bill Whitney, CEO

Application Form

Profile

Charles

First Name

G

Middle Initial

Leonard

Last Name

Home Address

Suite or Apt

Vallejo

City

CA

State

94591

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 *

G.E.D. Certificate

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

4yr Local 342 Steamfitter Apprenticeship Graduate

Hours Completed

800

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Hazardous Materials Commission: Submitted

Seat Name

Labor Seat

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 interested in taking a proactive and interactive approach in the short and long term handling and sustainable storage, removal, and transportation of hazardous waste in Contra Costa County.

Charles G Leonard

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 am currently seated on the Contra Costa County Sustainability Commission.

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

Please see attached resume.

[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

CHARLES LEONARD, JR.

Residence: Vallejo, CA 94591 ·
Professional: UA Local 342, 935 Detroit Avenue, Concord, CA 94518-2501
chuckl@ua342.org

EXPERIENCE

01/2019 – PRESENT

AT LARGE COMMITTEE MEMBER, CONTRA COSTA COUNTY SUSTAINABILITY COMMISSION

Implement the County's climate action plan.

01/2019 – PRESENT

BUSINESS REPRESENTATIVE, PLUMBERS & STEAMFITTERS LOCAL UNION 342 (UA LOCAL 342)

Seek work for, represent, and protect the interests of the members of Plumbers & Steamfitters Local Union 342
Current Assignment: Representation of members working in Heavy Industrial projects in Contra Costa & Alameda Counties

01/2019 – PRESENT

TRUSTEE, UA LOCAL 342

Protect the interests of participants of UA Local 342 Pension, Supplemental Pension, Health & Welfare, and Apprenticeship Training Trusts

08/1983 – PRESENT

JOURNEYMAN STEAMFITTER & UNION MEMBER, UA LOCAL 342

In addition to those listed above, elected offices held over course of membership include: President, Vice President, Executive Board; Committees served on include: Negotiating Committee, Work Preservation Committee

01/2018 – 12/2018

PUBLIC SECTOR BUSINESS REPRESENTATIVE, UA LOCAL 342

Represent and protect the interests of the public sector members of UA Local 342

2016 – 2018

TRAINING INSTRUCTOR – LABOR HISTORY, UA LOCAL 342 JATC

2002 – 2016

TRAINING INSTRUCTOR – INDUSTRIAL CONTROLS, UA LOCAL 342 JATC & UA LOCAL 343 JATC

EDUCATION

06/1986

CERTIFICATE OF COMPLETION, UA LOCAL 342 JATC

COUNCIL DELEGATE

Serving as a delegate for UA Local 342: Contra Costa Construction & Building Trades Council, Contra Costa Central Labor Council, Alameda Labor Council, Building Trades Council of Alameda County, State Building & Construction Trades Council of California



Contra
Costa
County

To: Board of Supervisors
From: Melinda Self, Child Support Services Director
Date: September 21, 2021

Subject: Appropriation Adjustment for the Fed Aid Family Support (Child Support) FY 21-22 Budget

RECOMMENDATION(S):

APPROVE Appropriations Adjustment No. 5000 authorizing new revenue in the amount of \$472,643 in the Child Support Operating Fund (113400) to reflect the increase in the Final Budget Allocation from the California State Department of Child Support Services.

FISCAL IMPACT:

This action will increase FY 21/22 revenue appropriations by \$472,643 and increase the cost of personnel and services expenses within Org.1780 by the same amount.

BACKGROUND:

The Department of Child Support Services has received notice of an increase in the Final Budget Allocation for FY 21/22 from the California State Department of Child Support Services. This increase is part of the administration budget allocation and will impact Org. 1780. The increase will fund personnel and services to assist in daily child support operations.

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations and estimated revenue in the Child Support Operating fund 113400 will not reconcile with State fiscal records.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021**
 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Sarah Bunnell, (925)
313-4433

cc:

AGENDA ATTACHMENTS

TC 24/27 AP005000

MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No.
5000

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27**

AUDITOR-CONTROLLER USE ONLY:

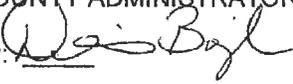
FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Child Support Services		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1780	1011	Permanent Salaries		206,027.00
1780	1060	Employee Group Insurance		138,036.00
1780	1044	Retirement Expense		96,337.00
1780	2303	Other Travel Employees		5,000.00
1780	2310	Non Cnty Prof/Spclzd Svcs		22,243.00
1780	2467	Training & Registrations		5,000.00
			0.00	472,643.00

APPROVED

AUDITOR – CONTROLLER
 By:  Date 7/23/21

COUNTY ADMINISTRATOR
 By:  Date 7-21-2021

BOARD OF SUPERVISORS
 YES:
 NO:

By: _____ Date _____

EXPLANATION OF REQUEST

FY 21/22 state budget allocation increased, and the above are the accounts we have budgeted the increase in.

PREPARED BY: Sarah Bunnell
 TITLE: Administrative Svc Officer
 DATE: 5/27/2021

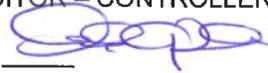
APPROPRIATION APOO 5000
 ADJ. JOURNAL NO.

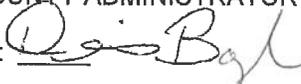
**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Child Support Services		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1780	9553	Fed Aid Family Support	472,643	
TOTALS			472,643.00	0.00

APPROVED

AUDITOR - CONTROLLER
By:  Date 7/23/24

COUNTY ADMINISTRATOR
By:  Date _____

BOARD OF SUPERVISORS

YES:
NO:

By: _____ Date _____

EXPLANATION OF REQUEST
Final State Budget allocation for FY 21/22 was increased.
Adjustment to appropriation necessary to account for budget increase.

PREPARED BY: Sarah Bunnell
TITLE: Administrative Svc Officer
DATE: 5/27/2021

REVENUE ADJ. JOURNAL NO. RAOO 5000

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27**

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:
 BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR
 AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Child Support Services		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1780	1011	Permanent Salaries		206,027.00
1780	1060	Employee Group Insurance		138,036.00
1780	1044	Retirement Expense		96,337.00
1780	2303	Other Travel Employees		5,000.00
1780	2310	Non Cnty Prof/Spolzd Svcs		22,243.00
1780	2467	Training & Registrations		5,000.00
			0.00	472,643.00

APPROVED

AUDITOR - CONTROLLER
By:  Date 7/23/21

COUNTY ADMINISTRATOR
By:  Date 7-21-2021

BOARD OF SUPERVISORS
YES: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: None

By:  Date 9/21/2021

EXPLANATION OF REQUEST
FY 21/22 state budget allocation increased, and the above are the accounts we have budgeted the increase in.

PREPARED BY: Sarah Bunnell
TITLE: Administrative Svc Officer
DATE: 5/27/2021

APPROPRIATION APOO 5000
ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input checked="" type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

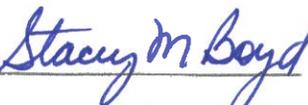
ACCOUNT CODING		DEPARTMENT: Child Support Services		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1780	9553	Fed Aid Family Support	472,643	
TOTALS			472,643.00	0.00

APPROVED

AUDITOR - CONTROLLER
By:  Date 7/23/21

COUNTY ADMINISTRATOR
By:  Date _____

BOARD OF SUPERVISORS
YES: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: None

By:  Date 9/21/2021

EXPLANATION OF REQUEST
Final State Budget allocation for FY 21/22 was increased.
Adjustment to appropriation necessary to account for budget increase.

PREPARED BY: Sarah Bunnell
TITLE: Administrative Svc Officer
DATE: 5/27/2021

REVENUE ADJ. JOURNAL NO. RAOO 5000



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Appropriation Adjustments for the Arts and Culture Commission

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 5002 authorizing California Arts Council (CAC) Jump StArts Planning Grant and State Local Partnership (SLP) Grant additional allocation in the amount of \$2,800 and expenditure adjustments for Non County Professional/Specialized Services (2310), in the Arts and Culture Commission (1151).

FISCAL IMPACT:

This action will establish the revenue and expenditure budgets related to the CAC Jump StArts Planning Grant and SLP Grant Program in the amount of \$2,800 funded with 100% State revenue.

BACKGROUND:

In FY 2021-2022, the Contra Costa County Arts and Culture Commission received additional \$2,800 in revenues from the California Arts Council. The additional revenue includes new CAC Jump StArts Planning Grant in the amount of \$2,500 and an increase of \$300 in the allocations of the SLP Grant. With the funding from the Jump StArts Planning Grant, the Arts and Culture Commission will develop an art project in partnership with the John A. Davis Juvenile Hall and the Office of Reentry and Justice to serve system engaged youth. Two community workshops and a public presentation will be conducted in FY 2021-2022 to identify a future project strategy, actions and timeline.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Dennis Bozanich,
925-655-2050

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations will not be properly allocated.

AGENDA ATTACHMENTS

TC 24/27 AP005002

MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No. 5002

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27**

AUDITOR-CONTROLLER USE ONLY:

FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
- COUNTY ADMINISTRATOR
- AUDITOR-CONTROLLER

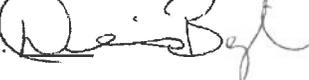
ACCOUNT CODING		DEPARTMENT: Arts and Culture Commission		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1151	2310	Non Cnty Prof/Spclzd Svcs		2,800.00
			0.00	2,800.00

APPROVED

AUDITOR – CONTROLLER

By:  Date 7/28/21

COUNTY ADMINISTRATOR

By:  Date 7-26-2021

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

FY 21-22 state grant funding allocation increased, and the above is the account we have bugeted the increase in.

PREPARED BY: Monica Carlisle
TITLE: Senior Management Analyst
DATE: 7/26/2021

 7/28/21

APPROPRIATION APOO 5002
ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24**

AUDITOR-CONTROLLER USE ONLY:	
FINAL APPROVAL NEEDED BY:	
<input type="checkbox"/>	BOARD OF SUPERVISORS
<input type="checkbox"/>	COUNTY ADMINISTRATOR
<input type="checkbox"/>	AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Arts and Culture Commission		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1151	9435	Miscellaneous State Aid	2,800.00	
TOTALS			2,800.00	0.00

APPROVED

AUDITOR – CONTROLLER
 By:  Date 7/20/21

COUNTY ADMINISTRATOR
 By:  Date 7-26-2021

BOARD OF SUPERVISORS

YES:

NO:

By: _____ Date _____

EXPLANATION OF REQUEST

State budget allocation for FY 2021-22 is increased as follows:

State Jump StArts Planning Grant	\$2,500.00
State SLP Grant Additional Allocation	\$300.00

PREPARED BY: Monica Carlisle  7/26/21
 TITLE: Senior Management Analyst
 DATE: 07/26/2021

REVENUE ADJ. JOURNAL NO. RAOO 5002

**CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT/
ALLOCATION ADJUSTMENT
T/C-27**

**AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:**
 BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR
 AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Arts and Culture Commission		
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>	INCREASE
1151	2310	Non Cnty Prof/Spclzd Svcs		2,800.00
			0.00	2,800.00

APPROVED

AUDITOR – CONTROLLER
 By: [Signature] Date 7/28/21

COUNTY ADMINISTRATOR
 By: [Signature] Date 7-26-2021

BOARD OF SUPERVISORS
 YES: Gioia, Andersen, Burgis, Mitchoff, Glover
 NO: None

By: Stacy M Boyd Date 9/21/2021

EXPLANATION OF REQUEST
 FY 21-22 state grant funding allocation increased, and the above is the account we have bugeted the increase in.

PREPARED BY: Monica Carlisle
 TITLE: Senior Management Analyst
 DATE: 7/26/2021

Maclish 7/28/21

APPROPRIATION APOD 5002
 ADJ. JOURNAL NO.

**CONTRA COSTA COUNTY
ESTIMATED REVENUE ADJUSTMENT/
ALLOCATION ADJUSTMENT
TC/24**

AUDITOR-CONTROLLER USE ONLY:
FINAL APPROVAL NEEDED BY:
<input type="checkbox"/> BOARD OF SUPERVISORS
<input type="checkbox"/> COUNTY ADMINISTRATOR
<input type="checkbox"/> AUDITOR-CONTROLLER

ACCOUNT CODING		DEPARTMENT: Arts and Culture Commission		
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE	<DECREASE>
1151	9435	Miscellaneous State Aid	2,800.00	
TOTALS			2,800.00	0.00

APPROVED

AUDITOR – CONTROLLER
By: [Signature] Date 7/20/21

COUNTY ADMINISTRATOR
By: [Signature] Date 7-26-2021

BOARD OF SUPERVISORS
YES: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: None

By: Stacey M Boyd Date 9/21/2021

EXPLANATION OF REQUEST
State budget allocation for FY 2021-22 is increased as follows:

State Jump StArts Planning Grant	\$2,500.00
State SLP Grant Additional Allocation	\$300.00

PREPARED BY: Monica Carlisle [Signature] 7/26/21
TITLE: Senior Management Analyst
DATE: 07/26/2021

REVENUE ADJ. JOURNAL NO. RAOO 5002



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services
Date: September 21, 2021

Subject: Cancel 3 Registered Nurse - Project Positions and Add 3 Registered Nurse - Project Beginning Level Positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25804 to cancel three (3) vacant Registered Nurse - Project (VWX5) positions #18294, #18296 and #18301, at salary plan and grade L32-1880 (\$10,398 - \$12,986); and add three (3) Registered Nurse - Project Beginning Level (VWX2) positions at salary plan and grade L35-1634 (\$9,415) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost savings of approximately \$65,173, with pension costs of \$25,274 already included. (Cost savings - COVID Emergency Response funding)

BACKGROUND:

Earlier this year, several Registered Nurse - Project positions were added to supplement staffing levels to support testing, vaccination, and contact investigation activities related to the COVID-19 pandemic. The Health Services department is experiencing great difficulty with securing and retaining Registered Nurses due to the great demand for nurses throughout the Country. The Beginning Level RN classification requires a nursing license and no experience. The Department hopes to attract new graduates, not only to help them gain valuable experience but to perform tasks related to the COVID-19 response that are well within their scope of practice.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Lauren Ludwig,
925-957-5269

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, COVID response efforts will continue to be impacted due to insufficient staff

AGENDA ATTACHMENTS

P300 No. 25804 HSD

MINUTES ATTACHMENTS

Signed P300 25804

POSITION ADJUSTMENT REQUEST

NO. 25804
DATE 9/7/2021

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 6911 Agency No. A18

Action Requested: Cancel three (3) vacant Registered Nurse - Project (VWX5) positions #18294, #18296, #18301 and add three (3) Registered Nurse - Project Beginning Level (VWX2) positions in the Health Services Department.

Proposed Effective Date: 9/22/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$65,172.62) Net County Cost \$0.00
Total this FY (\$65,172.62) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - COVID Emergency Response Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

9/14/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/14/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.25

NO. 25804
DATE 9/7/2021

Department Health Services
Department No./ Budget Unit No. 0540 Org No. 6911 Agency No. A18
Action Requested: Cancel three (3) vacant Registered Nurse - Project (VWX5) positions #18294, #18296, #18301 and add three (3) Registered Nurse - Project Beginning Level (VWX2) positions in the Health Services Department.

Proposed Effective Date: 9/22/2021

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$65,172.62) Net County Cost \$0.00
Total this FY (\$65,172.62) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - COVID Emergency Response Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

9/14/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [] Day following Board Action.
[] (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/14/2021

[] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED []

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

DATE 09-21-2021

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Modification to Management Benefits Resolution No. 2019/507 - Salary upon Promotion from a Competitive Recruitment

RECOMMENDATION(S):

CONSIDER adopting Resolution No. 2021/296 approving a modification to Management Benefits Resolution No. 2019/507 to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment.

FISCAL IMPACT:

It is anticipated that the number of affected employees will be small. Increased costs, if any, will be absorbed by impacted departments.

BACKGROUND:

County employees who apply for promotional opportunities within the County through a competitive recruitment process and are selected for promotion are restricted to specific salary steps defined in the Salary Regulations. The Regulations limit the employee to either a 5% increase or the salary in the new salary range, which is next higher than the rate the employee was receiving before promotion. A non-County applicant has no step limitation and can be placed on the salary scale according to their education and experience. The attached Management Benefit modification to add Section 11.18 will allow, with the Human Resources Director's approval, placement at a greater level if the County applicant's education and experience warrant a higher step.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

11.18 Salary Upon Promotion from a Competitive Recruitment

Internal candidates applying for promotional opportunities within the County may be disadvantaged over non-County employees when negotiating beginning salary. An employee who is appointed as a result of a competitive recruitment may be placed at any step in the new salary range, provided that their education and experience merit such a step. The Director of Human Resources shall approve or deny any step greater than the step placement defined in the Salary Regulations Section 4.1 – Salary-On Promotion.

Existing Salary Regulation Language

4.1 Salary-On Promotion: Any employee who is appointed to a position of a class allocated to a higher salary range than the class he previously occupied, shall receive the salary in the new salary range, which is next higher than the rate he was receiving before promotion. In the event this increase is less than five (5) percent, the employee's salary shall be adjusted to the step in the new range which is five (5) percent greater than the next higher step, if the new range permits such adjustment. In the event of the promotion of an employee from the layoff list to the class from which the employee was laid off, the employee shall be appointed at the step the employee had formerly attained in the higher class, unless such step results in an increase of less than five (5) percent; in which case the salary shall be adjusted to the step in the new range which is five (5) percent greater than the next higher step, if the new range permits such adjustment. (Ord. 1727; prior code §2442(d); Ord. 1351; Ord. 1285; prior Ord. Code §36-4.802, Res. 82/852)

CONSEQUENCE OF NEGATIVE ACTION:

Internal candidates will continue to be disadvantaged over non-County candidates when negotiating beginning salary after being selected from a competitive recruitment.

AGENDA ATTACHMENTS

Resolution 2021/296

MINUTES ATTACHMENTS

Signed Resolution No. 2021/296

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/296

In The Matter Of: Approving a modification to Management Benefits Resolution No. 2019/507 to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective September 21, 2021, Management Benefits Resolution No. 2019/507 be modified to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment:

11.18 Salary Upon Promotion from a Competitive Recruitment Internal candidates applying for promotional opportunities within the County may be disadvantaged over non-County employees when negotiating beginning salary. An employee who is appointed as a result of a competitive recruitment may be placed at any step in the new salary range, provided that their education and experience merit such a step. The Director of Human Resources shall approve or deny any step greater than the step placement defined in the Salary Regulations Section 4.1 – Salary-On Promotion.

I hereby certify that this 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: September 21, 2021

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

By: June McHuen, Deputy

cc: Ann Elliott, Director of Human Resources

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/296

In The Matter Of: Approving a modification to Management Benefits Resolution No. 2019/507 to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment

The Contra Costa County Board of Supervisors acting in its capacity as the governing board of the County of Contra Costa and the Board of Directors of the Contra Costa County Fire Protection District **RESOLVES THAT:**

Effective September 21, 2021, Management Benefits Resolution No. 2019/507 be modified to add Section 11.18 - Salary Upon Promotion from a Competitive Recruitment:

11.18 Salary Upon Promotion from a Competitive Recruitment Internal candidates applying for promotional opportunities within the County may be disadvantaged over non-County employees when negotiating beginning salary. An employee who is appointed as a result of a competitive recruitment may be placed at any step in the new salary range, provided that their education and experience merit such a step. The Director of Human Resources shall approve or deny any step greater than the step placement defined in the Salary Regulations Section 4.1 – Salary-On Promotion.

I hereby certify that this 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: September 21, 2021
Monica Nino, County Administrator and Clerk of the Board of Supervisors

June McHuen
(By: June McHuen, Deputy)

cc: Ann Elliott, Director of Human Resources



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: September 21, 2021

Subject: Add One Director of Provider Relations and Credentialing in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25803 to add one Director of Provider Relations and Credentialing (VRGD) position at salary plan and grade ZA5-1970 (\$9,529 - \$11,583) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of approximately \$229,266, with \$88,909 pension already included. (100% SAMHSA Grant)

BACKGROUND:

The Behavioral Health division of the Health Services department is in need for a Director of Provider Relations and Credentialing due to new and increasing state and federal regulations. The duties of the Behavioral Health Division's Provider Relations Services Unit have increased and the Division is in need of creating this position. This position will monitor all providers on the Provider Information Management System, conduct investigations regarding issues of questionable billing practices, provider issues, Medi-Cal fraud, and provider accusations from licensing boards, credential and determine scope of

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: June McHuen, Deputy

Contact: Stacey Tupper,
925-957-5150

cc:

BACKGROUND: (CONT'D)

practice of all active County and contracted employees (approximately 2,000) and assignment of staff numbers, and ensure providers of services that require a license, registration or waiver maintain a current license, registration, or waiver.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Behavioral Health Division's Provider Relations Services Unit will not be able to keep up with the new and increasing state and federal regulations.

AGENDA ATTACHMENTS

P300 No. 25803 HSD

MINUTES ATTACHMENTS

Signed Resolution No. 25803

POSITION ADJUSTMENT REQUEST

NO. 25803
DATE 9/14/2021

Department Health Services Department Department No./
Budget Unit No. 0467 Org No. 5943 Agency No. A18

Action Requested: Add one Director of Provider Relations and Credentialing (VRGD) position at salary plan and grade ZA5-1970 (\$9,529 - \$11,583) in the Health Services Department. (Represented)

Proposed Effective Date: 09/22/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$229,266.00 Net County Cost \$229,266.00
Total this FY \$229,266.00 N.C.C. this FY \$229,266.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% SAMHSA Grant

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

9/14/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/14/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the Department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

NO. 25803
DATE 9/14/2021

Department Health Services Department Department No./
Budget Unit No. 0467 Org No. 5943 Agency No. A18

Action Requested: Add one Director of Provider Relations and Credentialing (VRGD) position at salary plan and grade ZA5-1970 (\$9,529 - \$11,583) in the Health Services Department. (Represented)

Proposed Effective Date: 09/22/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	<u>\$229,266.00</u>	Net County Cost	<u>\$229,266.00</u>
Total this FY	<u>\$229,266.00</u>	N.C.C. this FY	<u>\$229,266.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% SAMHSA Grant

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for 9/14/2021

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____
Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____ (Date)

(for) Director of Human Resources Date

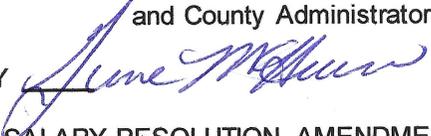
COUNTY ADMINISTRATOR RECOMMENDATION: DATE 9/14/2021
 Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: Approve as recommended by the Department.
Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ~~DISAPPROVED~~

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

DATE 09-21-21

BY 

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Reassign one (1) vacant part-time Public Health Nutritionist

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25802 to reassign one (1) vacant part-time (20/40) Public Health Nutritionist (V9WB) (represented) position #8498 at salary plan and grade TC5 1430 (\$5,582.83 - \$6,785.96) from Department #0450 (Public Health) to #0460 (California Children's Services) in the Health Services Department.

FISCAL IMPACT:

Upon approval, the annual cost of approximately \$79,804, which includes \$15,790 in pension costs, will shift from Public Health Family Maternal and Child Health (0450) to California Children's Services (0460). This cost will be fully offset by 65% Federal and 27% State grants, and 8% County General Fund allocations.

BACKGROUND:

In fiscal year 2019-2020, California Children's Services (CCS) and Women, Infants, and Children (WIC) shared a part-time Public Health Nutritionist position. The allocation of the position granted 16 of the 20 hours to CCS. In fiscal year 2020-2021, CCS became able to fund the full expense of this part-time Public Health Nutritionist position through their existing State/Fed/County grant monies. This circumstance presents an opportunity for this position to be 100% allocated to CCS.

The

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

Contact: Mary Jane De Jesus-Saepharn, 925-957-5240 By: June McHuen, Deputy

cc: MJ De Jesus-Saepharn, Kayla Torres, Jo-Anne Linares, Sylvia Wong-Tam

BACKGROUND: (CONT'D)

Public Health Nutritionist reviews referrals and documentation to make decisions on eligibility for enteral nutrition products and/or medical foods and related Durable Medical Equipment and medical supplies based on CCS State policy. The CCS Public Health Nutritionists assess whether or not prescribed enteral nutrition products are medically appropriate, and consult with the Special Care Center Registered Dietician (RD) as needed. This person will also issue authorizations and denials for requested formulas and medical foods. The primary function of this role will include case management and collaboration with providers and vendors to facilitate the completion of necessary RD assessment and documentation to determine Medical Eligibility for CCS nutrition services.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, this position will not be properly allocated to the California Children's Services (CCS) program and will negatively affect departmental accounting activities.

ATTACHMENTS

P300 No. 25802 HSD

POSITION ADJUSTMENT REQUEST

NO. 25802
DATE 08/20/2021

Department Health Services

Department No./
Budget Unit No. 0460 Org No. 5828 Agency No. A18

Action Requested: Reassign one (1) vacant part-time (20/40) Public Health Nutritionist (V9WB) (represented) position #8498 at salary plan and grade TC5 1430 (\$5,582.83 - \$6,785.96) from Department #0450 to #0460 in the Health Services Department.

Proposed Effective Date: 9/8/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$79,803.53 Net County Cost \$0.00
Total this FY \$66,502.94 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT State, Federal, and County grants

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Mary Jane De Jesus-Saepharn

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

8/30/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/31/2021

Reassign one (1) vacant part-time (20/40) Public Health Nutritionist (V9WB) (represented) position #8498 at salary plan and grade TC5 1430 (\$5,582.83 - \$6,785.96) from Department #0450 to #0460 in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Alycia Leach

8/31/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

9/2/2021

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: California Office of Emergency Services, Victim Services Branch Funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and if awarded accept grant funding from the California Governor's Office of Emergency Services (Cal OES), Victim Services (XC) Branch, in an amount not to exceed \$388,574 for the period January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

County to receive an amount not to exceed \$388,574 from the California State Budget for Fiscal Year 2022 to fund the Elder Abuse Prevention Project for a one year period (January 1, 2022 through December 31, 2022). The Project is supported through both the Victim Compensation Grant Fund (VCGF) and the Victims of Crime Act (VOCA) Victim Assistance Formula Grant Programs. The VOCA Victim Assistance Formula Grant Program of \$250,798 (19VOCA=\$193,481; 20VOCA=\$57,317) requires a cash and/or in-kind match of 20 percent. The Employment and Human Services Department (EHSD) has submitted a Waiver for the Match. If the waiver is not approved, there would be a match of \$62,699 with Adult Protective Services (APS) funds. (100% Federal) (CFDA #16.575) (20% Cash or In-kind match of total VOCA project cost)

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

BACKGROUND:

The goal of the Elder Abuse Prevention Project (EAPP) is to bridge the gap in services addressing Elder Abuse. EAPP is designed to provide direct services to elders in a coordinated manner. The program design takes into account approximately 5,000 annual Adult Protective Services (APS) reports of abuse, and focuses on the areas where direct service is most required: financial abuse, case management, and counseling. This focus will increase justice for, and safety of, elder residents of Contra Costa County. The EAPP provides a platform to raise awareness in the community by helping all providers and the community to better identify and respond to cases of elder abuse.

This grant funding will be used to:

- Continue identification and early intervention of financial abuse of the elderly in Contra Costa County;
- Increase victim safety through linkages to mental health services and civil legal services;
- Strengthen linkages and working relationships among agency partners working with APS clients to better meet the needs of vulnerable Elders at risk of abuse; and
- Increase community awareness and understanding of Elder Abuse leading to better identification of cases by community members.

Employment and Human Services Department's (EHSD) Aging & Adult Services will partner with Contra Costa Health Services Department (HSD)/Mental Health Division, District Attorney's Office, and contracted partners to deliver the elder abuse prevention and interventions outlined in the proposal application to Cal OES. Additional partners may be identified and added as needed.

Pros and cons of request:

Pros:

- Leverages existing APS services and community partners to address gaps in services for elder adults and dependent adults who are victims of crime, elder abuse, neglect, self-neglect, or financial exploitation.
- Focuses on prevention in order for older adults to be in a safe environment.
- Builds capacity for the County's network of community service providers and APS to continue the success of the EAPP.

Cons:

- Sustainability of program funding beyond the end of grant term, December 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Adult Protection Services (APS) division will continue to face an increasing number of vulnerable elder adults facing financial abuse, interpersonal violence, neglect, and exploitation.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Approve and Authorize amendment No. 1 to Consulting Services Agreement with Robinson Mills + Williams

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Robinson Mills + Williams, to extend the term from October 23, 2021 through October 23, 2022 and increase the payment limit by \$750,000 to a new payment limit of \$1,500,000, to provide as-needed architectural services for various County facilities projects, Countywide.

FISCAL IMPACT:

Projects will be assigned to the on-call architect when there is an approved project and funding. (100% Various Funds)

BACKGROUND:

On October 23, 2018, the Board of Supervisors approved a Consulting Services Agreement with Robinson Mills + Williams for as-needed architectural services in the amount of \$750,000. Robinson Mills + Williams is familiar with the County's active projects and the design and construction of typical building types. Therefore, it is recommended that the contract amendment be approved at this time.

Robinson Mills + Williams will continue to provide architectural services, such as programming, design

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

and construction administration. The type, size and location of projects will vary. Typical projects may include new construction, building renovations/modernizations, remodeling of an entire building or specific areas within a building, tenant improvements, exterior building restorations, mechanical/electrical/plumbing upgrades, structural improvements, code-related improvements and deferred maintenance projects. Projects may also include fire district buildings projects.

Extending this as-needed contract will save the County time and money when compared to the time and expense involved in conducting a consultant selection process on a project-by-project basis. In addition, it will allow the design phase to commence sooner and provide for a shorter project completion schedule.

CONSEQUENCE OF NEGATIVE ACTION:

If amendment No. 1 is not approved, projects currently in process will be delayed, which will ultimately result in higher project costs.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: California Department of Aging Medicare Improvements for Patients and Providers Act Funding

RECOMMENDATION(S):

ADOPT Resolution No. 2021/285 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$69,937 from the California Department of Aging to provide Medicare Improvements for Patients and Providers Act (MIPPA) services for the period September 1, 2021 through August 31, 2022.

FISCAL IMPACT:

The County is to receive \$69,937 in Federal MIPPA funding from California Department of Aging. No County match required.

BACKGROUND:

The Employment and Human Services Department's (EHSD) Area Agency on Aging (AAA) is a direct service provider of the Health Insurance Counseling and Advocacy Program (HICAP), which helps older adults and persons with disabilities in Contra Costa County navigate Medicare and other health insurance benefits. California Department of Aging has allocated the AAA \$69,937 in federal MIPPA funding to help eligible beneficiaries lower their Medicare premiums and deductibles. The funding enables HICAP staff and State-certified volunteer counselors reach eligible Medicare beneficiaries and help them enroll in Part D Low Income Subsidy and Medicare Savings Programs. MIPPA funding also allows HICAP to produce and disseminate wellness and preventive services information and materials.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: C. Youngblood, (925)
608-4964

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, MIPPA services could not be provided by EHSD.

AGENDA ATTACHMENTS

Resolution 2021/285

CDA revenue agreement

MINUTES ATTACHMENTS

Res 2021/285 signed

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

Adopted this Resolution on 09/21/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/285

In The Matter Of: California Department of Aging, Medicare Improvements for Patients and Providers Act Funding

WHEREAS: Contra Costa County Employment and Human Services provides Medicare Improvements for Patients and Providers Act (MIPPA) services, through its Health Insurance Counseling and Advocacy Program (HICAP), and

WHEREAS: California Department of Aging has made available funding for MIPPA services for the period September 1, 2021 through August 31, 2022.

Now, Therefore, Be It Resolved: the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$69,937 from California Department of Aging (Agreement # MI-2122), to provide Medicare Improvements for Patients and Providers Act services for the period September 1, 2021 through August 31, 2022.

I hereby certify that this 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: C. Youngblood, (925) 608-4964

ATTESTED: September 21, 2021

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

By: , Deputy

cc:

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

MI-2122-07

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

Contra Costa County

2. The term of this Agreement is:

START DATE

9/1/2021

THROUGH END DATE

8/31/2022

3. The maximum amount of this Agreement is:

\$ 69,937 Sixty-nine thousand nine hundred thirty-seven and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	34 pages
Exhibit E	Additional Provisions	5 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contra Costa County

CONTRACTOR BUSINESS ADDRESS

400 Ellinwood Way

CITY

Pleasant Hill

STATE

CA

ZIP

94523-7785

PRINTED NAME OF PERSON SIGNING

Kathy Gallagher

TITLE

Director, Employment & Human Svcs Dept

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/3/21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95834

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contra Costa County/Kathy Gallagher, Director, Employment & Human Services

Contractor/Vendor Printed Name and Title


Contractor/Vendor Signature

9/3/21
Date

MIPPA

CDA Program/Project

MI-2122-07

Contract Number

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

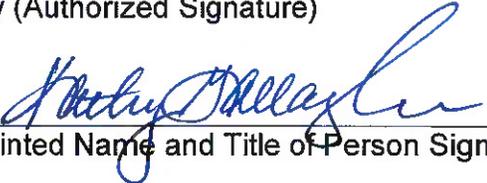
I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed): Contra Costa County	Federal ID Number: 94-6000509
By (Authorized Signature): 	
Printed Name and Title of Person Signing: Kathy Gallagher, Director, Employment & Human Services Department	
Date Executed: 9/3/21	Executed in the County and State of: Contra Costa County, California
Indicate all California Department of Aging contracts your organization participates in:	
<input type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input type="checkbox"/> HICAP (HI)	<input checked="" type="checkbox"/> MIPPA (MI)
<input type="checkbox"/> MSSP (MS)	<input type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Contra Costa County	94-6000509
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Kathy Gallagher, Director, Employment & Human Services Department	
Date Executed	Executed in the County of
9/21/2021 9/3/21	Contra Costa

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation and employee assistance programs; and,

4. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free policy statement; and,
 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-

making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

ARTICLE I. PROGRAM DEFINITIONS

- A. **Aging and Disability Resource Connection (ADRC)** means a program that helps older adults and individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.
- B. **Eligible Service Population** means individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).
- C. **Enhanced Outreach** means outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
- D. **Enrollment Assistance** means one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
- E. **Enrollment Assistance Centers** means locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
- F. **Health Insurance Counseling and Advocacy Program (HICAP)** is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. [Welf. & Inst. Code §9541]
- G. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
- H. **Low-Income Subsidy (LIS)** means a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
- I. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008** means legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- J. **Medicare Prescription Drug Improvement and Modernization Act of 2003** (also known as the “Medicare Modernization Act” or “MMA”) means legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.
- K. **Medicare Savings Programs (MSP)** means three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.
- L. **Program Income** means revenue generated by the Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
 - b. Income from usage or rental fees of real or personal property acquired with funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of items fabricated under a contract agreement.
- M. **Rural** means all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.
- N. **State Health Insurance Assistance Program (SHIP)** means a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- O. **Urban** means all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- P. General Definitions can be found in Exhibit D, Article I.

ARTICLE II. SCOPE OF WORK

A. Program Provisions

1. The Scope of Work shall be performed by the Contractor and/or its subcontractors, which may include, but not be limited to, the HICAP and the ADRC (where applicable). The following MIPPA services must be provided by the respective Priority Area listed below:
 - Priority Area 1 – SHIPs: Must provide enhanced outreach and education to eligible Medicare beneficiaries regarding limited income benefits and application assistance to individuals who may be eligible for LIS or MSPs.
 - Priority Area 2 – AAAs: Must provide enhanced outreach and education to eligible Medicare beneficiaries regarding limited income benefits and application assistance to individuals who may be eligible for LIS or MSPs.
 - Priority Area 3 – ADRCs: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs.
 - All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

B. Contractor Responsibilities

The Contractor, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide enhanced outreach, education, and enrollment assistance to eligible Medicare beneficiaries regarding LIS, MSP, and Medicare preventive services.

ARTICLE II. SCOPE OF WORK (Continued)

2. Develop, update, and implement the CDA approved local MIPPA work plan, which is hereby incorporated by reference. The work plan delineates how the Contractor, HICAP, and ADRC (where applicable) will coordinate their efforts and resources to achieve the performance objectives identified by CDA.
 - a. The MIPPA work plan must be submitted to and approved by CDA before payments can be made to the Contractor.
 - b. Updates to the MIPPA work plan will be required if substantial changes are proposed by the Contractor during the contract period.
3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by CDA. In addition, the Contractor shall review, approve, and monitor all MIPPA-related budgets, expenditures and revisions of subcontractors including, but not limited to, HICAP(s) and ADRC(s) (where applicable).
4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.
5. Evaluate each subcontractor's risk of noncompliance with federal statutes, regulations, and the terms and conditions of this Agreement for purposes of determining the appropriate subcontractor monitoring as required under 2 CFR Section 200.331(b), which may include consideration of such factors as:
 - a. Prior experience with the same or similar subcontracts;
 - b. Results of previous audits including whether or not the Subcontractor receives a Single Audit in accordance with 2 CFR Part 200, Subpart F—Audit Requirements, and the extent to which the same or similar subcontract has been audited as a major program;
 - c. Whether the Subcontractor has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the Subcontractor also receives federal awards directly from a federal awarding agency).

ARTICLE II. SCOPE OF WORK (Continued)

6. Consider imposing specific conditions as described in 2 CFR Section 200.207 upon a subcontractor with a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet expected performance goals of the Contract.
7. Monitor the activities of the Subcontractor as necessary to ensure that funding from this Agreement is used solely for authorized purposes in compliance with federal statutes, regulations, and the terms and conditions of this Agreement; and that performance objectives are achieved.
8. The Contractor, while monitoring the Subcontractor, must:
 - a. Review required financial and programmatic reports. [2 CFR Section 200.302]
 - b. Follow-up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to funds awarded under this Agreement detected through audits, on-site reviews, and other means.
 - c. Issue a management decision for audit findings pertaining to the funds awarded under this Agreement as required by 2 CFR Section 200.521.
9. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
10. Maintain and distribute up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
11. Prepare and submit the Budget to the CDA Fiscal Team. This Budget is hereby incorporated by reference into this Agreement.

C. Performance Measures

CDA has established aggregate measures to be achieved by each Contractor for each Planning and Service Area it serves. The Contractor shall attain the established measures through collaboration with its respective HICAP, ADRC (where applicable), and other appropriate subcontractor(s).

MIPPA related activities that will determine whether Contractor met the established measures include:

ARTICLE II. SCOPE OF WORK (Continued)

1. The number of one-on-one beneficiary contacts that involve discussion or assistance with:
 - a. Low-Income Subsidy benefits and applications,
 - b. Medicare Savings Program benefits and applications, and
 - c. Medicaid benefits for dual eligibles.
2. The number of events conducted that involve:
 - a. Target outreach to beneficiaries in rural areas,
 - b. Target outreach to low-income beneficiaries,
 - c. Education/Information on the Low-Income Subsidy, Medicare Savings Programs, and/or Medicaid benefits for dual eligibles, and/or
 - d. Education/information on Medicare Preventive benefits.

D. Other Provisions and Assumptions

1. Contractors, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with Exhibit D, Article V.
2. The Contractor, whether providing services directly or through a subcontract, shall ensure:
 - a. Services are provided to the Eligible Service Population as defined in Exhibit A, Article I., B.
 - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.
 - c. Compliance with all standards and regulations identified in Exhibit A, Article I., I and J.

State of California
California Department of Aging

Agreement #: MI-2122-07
Date: 9/1/2021
Amendment #:
Date:

Exhibit B, Attachment 1 - Budget Display

Page 1 of 1

**Medicare Improvements for Patients and Providers Act (MIPPA)
Budget Display**

Budget Period: September 1, 2021 - August 31, 2022

Contra Costa County

PROJECT

MIPPA Federal Funds	MIPPA 21-22 Baseline	Amendment	TOTAL
MIPPA: Priority Area 1 SHIPs	38,516	0	38,516
MIPPA: Priority Area 2 AAAs	31,421	0	31,421
MIPPA: Priority Area 3 ADRCs	0	0	0
Grand Total - 2122 MIPPA Funds	69,937	0	69,937

Note 1 Administration costs not to exceed 10% of total allocation.

Note 2 2122 MIPPA funds must be fully expended by August 31, 2022 and reported in closeout no later than September 31, 2022.

Funds for this contract are provided by using the following Administration for Community Living grants:

CFDA#	Project Title	Contract Name	Award #	Effective Date
93.071	MIPPA: Priority Area 1 SHIPs	2122 MIPPA	TBD	9/1/2021
93.071	MIPPA: Priority Area 2 AAAs	2122 MIPPA	TBD	9/1/2021
93.071	MIPPA: Priority Area 3 ADRCs	2122 MIPPA	TBD	9/1/2021

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
- <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. [45 CFR 75]

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

2. Financial Management Systems

The Contractor shall meet the stipulations for Financial management and standards for financial management systems outlined in 45 CFR 75.302 including but not limited to:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

ARTICLE I. FUNDS (Continued)

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available, the itemized budget is received and approved by the State, and the Contractor has received an executed contract.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Continued)

2. Interest earned on advances of federal funds shall be identified as non-match cash.
3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply:
[45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into this Agreement as a part of Exhibit B.
- B. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 2. Fringe Benefits.
 3. Contractual Costs - subcontract and consultant cost detail.
 4. Indirect Costs.
 5. Rent - specify square footage and rate.

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

6. Supplies.
 7. Equipment - detailed descriptions and unit costs.
 8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.
 9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 10. Other Costs - a detailed list of other operating expenses.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Section B. above.
- D. Unless otherwise specified by CDA, the final budget revision must be submitted at least sixty (60) days prior to the ending date of the Contract.
- E. Indirect Costs
1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
 2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
 3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind and used to meet the minimum matching requirements (Title III and Title VII only).
 4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE III. PAYMENT

- A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA no later than the last business day of each month, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse expenditures reported unless payment method was established as an Advance Funds basis for the contract term at the time of contract execution.
 - 1. Reimbursement Request For Funds (CDA 245M) are due to CDA by the last business day of each month, requesting reimbursement for funds reported as expended in the month prior.
 - 2. Advance Request For Funds (CDA 245M) are due to CDA no earlier than two months prior to the advance month and no later than the last business day of the advance month.
- C. Contractor shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller’s Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - 1. Expedite Fees
 - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
 - b. If the contract is executed late due to CDA’s handling then CDA shall cover the incurred processing fees.
 - c. Fees may be waived on a case by case basis.

ARTICLE IV. CLOSEOUT

- A. The MIPPA Financial Closeout Report (CDA 230M) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.

MI-2122 Contract
Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE IV. CLOSEOUT (Continued)

- B. Final expenditures must be reported to CDA in accordance with the budget display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

**MI-2122 Contract
Exhibit D – Special Terms and Conditions**

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “DUNS” means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

MI-2122 Contract
Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. "USC" means United States Code.
16. "HHS" means United States Department of Health and Human Services.
17. "OAA" means Older Americans Act.
18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
21. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

MI-2122 Contract
Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the

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ARTICLE II. ASSURANCES (Continued)

requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

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Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
[29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

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Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
 - 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
 - 3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.
- I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

 - 1. Clean Air Act, as amended. [42 USC 7401]
 - 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
 - 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
 - 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
 - 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]
- J. Debarment, Suspension, and Other Responsibility Matters
 - 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

**MI-2122 Contract
Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

- obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
 - 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
 - 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
- 2. These documents, including minute orders must also identify the action taken.
- 3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

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Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <http://www.dnb.com/duns-number.html>.
2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

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Exhibit D – Special Terms and Conditions**

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

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Exhibit D – Special Terms and Conditions**

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person,

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Exhibit D – Special Terms and Conditions**

ARTICLE V. SUBCONTRACTS (Continued)

firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

MI-2122 Contract
Exhibit D – Special Terms and Conditions

ARTICLE V. SUBCONTRACTS (Continued)

- M. The Contractor shall utilize procurement procedures as follows:
1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

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Exhibit D – Special Terms and Conditions

ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

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Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

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Exhibit D – Special Terms and Conditions**

ARTICLE VII. PROPERTY (Continued)

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 1. For another CDA program providing the same or similar service.
 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

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Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
1300 National Drive, Suite 200
Sacramento, California 95834

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement

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Exhibit D – Special Terms and Conditions

ARTICLE X. AUDIT REQUIREMENTS (Continued)

are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

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Exhibit D – Special Terms and Conditions

ARTICLE XI. INSURANCE (Continued)

- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

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Exhibit D – Special Terms and Conditions

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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Exhibit D – Special Terms and Conditions**

ARTICLE XII. TERMINATION (Continued)

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and

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Exhibit D – Special Terms and Conditions

ARTICLE XII. TERMINATION (Continued)

Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning

**MI-2122 Contract
Exhibit D – Special Terms and Conditions**

ARTICLE XVIII. INFORMATION INTEGRITY; AND SECURITY (Continued)

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

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Exhibit D – Special Terms and Conditions**

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

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Exhibit D – Special Terms and Conditions

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]
- B. Provision of Services
1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]
 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
 3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

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ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS

A. Order of Authority

This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); reauthorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

B. Audit Requirement

This Contract is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3:
ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

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Exhibit E – Additional Provisions**

ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008 SPECIFIC TERMS AND CONDITIONS (Continued)

https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

C. Products

At any phase of the project period, the Contractor shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Contract. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

D. The Contractor shall assure that any project publication must include the following statement:

This project was supported, in whole or in part, by grant number(s) 2101CAMISH, 2101CAMIAA, 2101CAMIDR, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

E. Whistleblower Protections

Contractors are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

F. United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, contractors/subcontractors must review and revise, as

**ARTICLE I. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS) AND MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA) OF 2008
SPECIFIC TERMS AND CONDITIONS (Continued)**

needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

G. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Contractor shall assure, either as MIPPA direct services or contracted services, full compliance with 2 CFR 200.216. The Contractor is prohibited from the direct or indirect use of funds to:

- i. Procure or obtain; or
- ii. Enter into contract to procure or obtain; or
- iii. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

H. Funding Restrictions

Funds may not be used for the following purposes:

- i. Construction and/or major rehabilitation of buildings.
- ii. Basic research (e.g. scientific or medical experiments)
- iii. Continuation of existing projects without expansion or new and innovative approaches.
- iv. Meals are generally unallowable, except for the following:
 - a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
 - b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

ARTICLE II. CONTINUITY OF SERVICE AND TRANSITION PLAN

A. In the event of a change in subcontractors during the term of this Contract, the Contractor shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period. This shall include all requirements specified in Exhibits A, B, C, D, and E of this Agreement.

B. Transition Plan

The Contractor shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor or subcontractor. The transition plan must be approved by CDA prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new Contractor or Subcontractor.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new Contractor or Subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of contractor or subcontractor and the continuation of services.
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing contract.
8. A plan that specifies a timeline for the transition.
9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Contract funds as directed by CDA.
10. Additional information as necessary to effect a safe transition of clients from the outgoing Contractor to the new Contractor.

ARTICLE II. CONTINUITY OF SERVICE AND TRANSITION PLAN (Continued)

- C. The Contractor shall implement the transition plan as approved by CDA.
- D. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

ARTICLE III. REPORTING

A. Data Reporting and Collection

- 1. The Contractor is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to: <http://www.aging.ca.gov/ProgramsProviders/AAA/MIPPA/> for reporting guidance.
- 2. The Contractor shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
- 3. The Contractor shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
- 4. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.

B. Narrative Reports

- 1. Narrative reports are due to CDA at dates to be specified by CDA.
- 2. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.

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

Adopted this Resolution on 09/21/2021 by the following vote:

AYE:	<input type="text" value="5"/>	John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff, Federal D. Glover
NO:	<input type="text" value="0"/>	
ABSENT:	<input type="text" value="0"/>	
ABSTAIN:	<input type="text" value="0"/>	
RECUSE:	<input type="text" value="0"/>	



Resolution No. 2021/285

In The Matter Of: California Department of Aging, Medicare Improvements for Patients and Providers Act Funding

WHEREAS: Contra Costa County Employment and Human Services provides Medicare Improvements for Patients and Providers Act (MIPPA) services, through its Health Insurance Counseling and Advocacy Program (HICAP), and

WHEREAS: California Department of Aging has made available funding for MIPPA services for the period September 1, 2021 through August 31, 2022.

Now, Therefore, Be It Resolved: the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$69,937 from California Department of Aging (Agreement # MI-2122), to provide Medicare Improvements for Patients and Providers Act services for the period September 1, 2021 through August 31, 2022.

I hereby certify that this 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: C. Youngblood, (925) 608-4964

ATTESTED: September 21, 2021

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

By: Laura Cassell, Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Amendment to Software and Services Agreement #23-700-1 with Healthcare Source HR, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment No. 1 to the Software and Services Agreement with Healthcare Source HR, Inc., effective June 14, 2021, to add the NetCompency software module and increase the payment limit by \$131,740, from \$270,155 to a new payment limit of \$401,895, with no change in the original term of March 2, 2021 through March 1, 2024.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$131,740 and will be funded as budgeted by the department in FY 2021-22, by 100% Hospital Enterprise Fund I revenues.

BACKGROUND:

Healthcare Source HR, Inc. provides Contra Costa Health Services (CCHS) continuing medical education software. Healthcare Source HR, Inc.'s NetLearning and Premium eLearning library meet the learning and development needs of CCHS staff by providing skill assessment and e-learning for medical staff orientation and annual competency recertification assessments. On March 2, 2021, the Board of Supervisors approved Contract #23-700 with Healthcare Source HR for licensing the NetLearning system and Premium eLearning Library for the period from March 2, 2021, through March 1, 2024.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

BACKGROUND: (CONT'D)

With this amendment adding the NetCompetency module, CCHS can assess, record, track, and report staff competencies through validation, including direct observation, demonstration, verbalization, and employee-provided evidence. NetCompetency provides hands-on skills assessment and a dictionary of about 1500 healthcare competencies with over 8700 skills.

Approval of this amendment will allow CCHS to use the NetCompetency module through March 1, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCHS will not be able to record, track, and report mandatory clinical education and clinical competency requirements of staff in a single system.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract Amendment #27-799-12 with Health Management Systems, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-799-12 with Health Management Systems, Inc., a corporation, effective September 1, 2021, to amend Contract #27-799-11 to decrease the payment limit by \$1,000,000, from \$3,000,000 to a new payment limit of \$2,000,000, with no change in the original term of January 1, 2021 through December 31, 2023.

FISCAL IMPACT:

This amendment will result in a decrease in contractual service expenditures of \$1,000,000 for a new total of \$2,000,000 over a 3-year period and will be funded 100% by Contra Costa Health Plan Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

Contra Costa Health Plan is mandated by State and Federal law to have a comprehensive fraud, waste, and abuse prevention and detection program which must include measures that prevent, detect, and correct noncompliance with the Centers for Medicare and Medicaid Services (CMS) program requirements.

On February 7, 2017, the Board of Supervisors approved Contract #27-799-6 with Health Management Systems, Inc., for the period from February 1, 2017 through January 31, 2019 for the provision of

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

professional auditing services. On February 6, 2018, the Board of Supervisors approved Amendment Agreement #27-799-7 to add additional auditing service activities with no change to the payment limit of \$3,000,000 or term. On May 5, 2018, the Board of Supervisors approved Amendment/Extension Agreement #27-799-8 to increase the payment limit by \$300,000 to a new payment limit of \$3,300,000 and extend the termination date from January 31, 2019 to December 31, 2020. On January 7, 2020, the Board of Supervisors approved Amendment Agreement #27-799-9 to add additional auditing service activities with no change to the payment limit of \$3,300,000 or term. On February 2, 2021, the Board of Supervisors approved Contract #27-799-11 in the amount of \$3,000,000, for the period from January 1, 2021 through December 31, 2023 for the provision of professional auditing services. Contra Costa Health Plan (CCHP) has been contracting with this vendor since May 2010.

Due to a corporate acquisition, some capabilities provided under Contract #27-799-11 were acquired by Cotiviti, Inc. (Contract #27-791-10). Of the services provided to the County under Contract #27-799-11, Cotiviti, Inc. has acquired the capabilities required for the provision of Fraud, Waste and Abuse, Inpatient Diagnosis Related Group (DRG) Grouping/Pricing Audit and Eliza Services for HIF/MET Program. The capabilities for all other services contracted under Standard Contract #27-799-11 are retained under Standard Contract #27-799-11 (as modified by this Contract Amendment #27-799-12).

Approval of Contract Amendment #27-799-12, will allow this contractor to continue to provide services including insurance billing, provider recoupment, and insurance verifications for CCHP, through December 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, this contractor's service plan will not be revised, and the affected services will not be removed from the service plan.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Amendment #27-791-10 with Cotiviti, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-791-10 with Cotiviti, Inc., doing business in California as Cotiviti I, Inc., a corporation, effective September 1, 2021, to amend Contract #27-791-9, to increase the payment limit by \$320,000 from \$300,000 to a new payment limit of \$620,000, and extend the termination date from October 31, 2021 to October 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$320,000 and will be funded as budgeted by the department in FY 2021-22, by 100% Contra Costa Health Plan Enterprise Fund II revenues.

BACKGROUND:

This contract meets the needs of the County's population by providing data analysis software for Health Plan Employer Data and Information Set (HEDIS) projects and reports in support of State and contractual requirements for Contra Costa Health Plan (CCHP). Cotiviti Inc. provides the licensed program,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

Quality Intelligence, for the calculation and analysis of HEDIS measures used by CCHP. CCHP began contracting with this vendor in November 2009.

On February 25, 2020, the Board of Supervisors approved Contract #27-791-8 with Cotiviti, Inc. doing business in California as Cotiviti I, Inc., for the provision of consultation and technical assistance concerning data analysis services for HEDIS projects and annual reports for the period from November 1, 2019, through October 31, 2020. On October 13, 2020, the Board of Supervisors approved Contract #27-791-9 to allow the contractor to provide software and consultation services, and to license software to the County, through October 31, 2021.

Due to corporate changes, some services provided under contract #27-799-11 with Health Management Systems, Inc. (HMS) will now be performed by Cotiviti, Inc. Of those services, Cotiviti, Inc. has acquired the capabilities required for the provision of Fraud, Waste and Abuse, Inpatient Diagnosis Related Group (DRG) Grouping/Pricing Audit, and Eliza Services for HIF/MET Program. Thus, in consideration for Cotiviti Inc's agreement to increase their services to include auditing services, the County and Cotiviti, Inc. agree to increase the payment limit.

Approval of Contract Amendment Agreement #27-791-10 will allow the contractor to provide additional services through October 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCHP will be able to utilize this contractor for its various auditing capabilities.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Purchase Order with Hologic, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Hologic, Inc., in an amount not to exceed \$2,500,000 for the purchase of COVID-19 related laboratory testing supplies, for the period from August 1, 2021 through July 31, 2022.

FISCAL IMPACT:

Approval of this purchase order will result in annual expenditures of up to \$2,500,000 and will be funded by the American Rescue Plan Act revenues or FEMA reimbursements.

BACKGROUND:

Demand for SARS-CoV-2 screening has remained high at the Public Health Laboratory during the pandemic, requiring many COVID-19 patient specimens to be run on the Hologic instrumentation. Delay in processing this purchase order is due to administrative delays associated with establishing separate purchase orders with Hologic, Inc. for COVID-19 and other routine Public Health Laboratory supplies.

CONSEQUENCE OF NEGATIVE ACTION:

If the purchase order is not approved, the Contra Costa Public Health Laboratory would not have COVID-19 related laboratory testing supplies.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

cc: Stephanie Trammell, Marcy Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: CareAcademy.co, Inc. Contract for Subscription-Based Training Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department, on behalf of the In-Home Supportive Services Public Authority to execute a contract with CareAcademy.co, Inc. (CareAcademy) in the amount of \$889 for a subscription agreement which includes mutual indemnifications for on-line caregiver education for the period October 1, 2021 through December 31, 2022.

FISCAL IMPACT:

\$889 for In-Home Supportive Services Public Authority on-line caregiver education subscription agreement. (100% State)

BACKGROUND:

Through a subscription agreement with Employment and Human Services Department (EHSD) on behalf of the In-Home Supportive Services Public Authority, CareAcademy will provide access to the CareAcademy training website. The website services are for on-line education videos and trainings services to providers, caregivers, and consumers to elevate home care to improve client and customer outcomes. In-Home Supportive Services Public Authority will notify providers, caregivers, and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Elaine Burres
608-4960

cc:

BACKGROUND: (CONT'D)

consumers of the availability of the website and access information.

CareAcademy conducts ongoing research that measures caregivers' knowledge, care experience, and turnover and retention metrics. Certificate trainings are available. The subscription service website is available 24 hours a day, 7 days a week.

The contract has mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

Without the online subscription service for in-home caregiver education services, In-Home Supportive Services Public Authority state mandated caregiver education may not be fulfilled.

ATTACHMENTS

CareAcademy Class List

Introduction to Caregiving		Hours	Class ID
Class	What Does it Mean to Be a Professional Caregiver? <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0100
Description	In this class, we show new and experienced caregivers how to prepare to meet clients. We discuss professionalism, how to interact with clients and their families, how to interact with teammates, and understanding advanced directives. Caregivers will also learn the importance of workplace safety, the importance of self-care, and how to protect themselves from dangers on the job.		
Objectives	Define what a professional caregiver is and what professionalism looks like. Describe the correct way to interact with clients and their families about your care responsibilities. Describe the correct way to interact with your teammates to follow your client's care plan. Identify ways to take care of yourself and keep yourself safe when working in and around the client's home.		
Class	Clients' Rights, HIPAA & Elder Abuse Prevention <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0202
Description	In this class, we discuss clients' privacy, security (confidentiality), and related rights. We discuss elder abuse and neglect, including how to prevent it and how to report it if it does occur. Forms of abuse include verbal, physical, emotional, sexual, and financial abuse. The class also discusses ethical behavior as it relates to being a caregiver.		
Objectives	Recognize the laws on privacy and confidentiality of client information (Health Insurance Portability and Accountability Act, or HIPAA). Apply your knowledge of client's rights when caring for an older adult. Identify the different signs of elder abuse. Apply strategies for preventing elder abuse. Report elder abuse based on the legal requirements for your state. Describe ethical behavior as it relates to being a caregiver. Identify signs of domestic abuse and child abuse.		
Class	Observation, Reporting & Documentation: Part 1 <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0203
Description	This class demonstrates the importance of observing, documenting and reporting on a client's condition. Caregivers will learn techniques for objective and subjective observation, elements and types of reports, and characteristics of effective documentation.		
Objectives	Explain the importance of observation of client condition. Identify types of observation. Describe types of reports caregivers make and the elements of effective reports. Explain the importance of good documentation. Describe the characteristics of good documentation.		
Class	Observation, Reporting & Documentation: Part 2	1 hr	CARE0204
Description	In this class, caregivers will learn how to look for changes in a client's condition, and the importance of reporting abnormal observations. They will learn to identify symptoms of concern and how to respond to changes in different bodily systems, in the client's vital signs, mental status, skin, nutrition, elimination, and in the client's home environment.		
Objectives	Determine necessary observations of normal and abnormal conditions. Identify signs and symptoms of concern for different bodily systems. Describe appropriate observations of a client's family and home environment.		
Class	Observation, Reporting & Documentation: Part 3	1 hr	CARE0205
Description	In this class, caregivers will learn when to report on the client's condition, how to report, and the types of reports to make. The class will also cover the characteristics of effective documentation, common medical terminology used in documentation, and the dangers of inaccurate documentation.		
Objectives	Describe the types of reports caregivers make. Identify elements of effective documentation. Discuss the impact of inaccurate documentation. Identify medical terminology and abbreviations used in documentation.		

Class	Vital Signs: Part 1	1 hr	CARE0206
Description	In this class, caregivers will learn the role of vital signs in assessing a client's health, and the importance of accurately measuring vital signs. Caregivers will learn when to measure temperature, pulse, respiration, and blood pressure, and the normal ranges for each. The course will also cover how to monitor a client's pain.		
Objectives	Describe the five vital signs and why vital signs are important. Explain the importance of monitoring a client's body temperature. Explain the importance of monitoring a client's pulse. Explain the importance of monitoring a client's respiration. Explain the importance of monitoring a client's blood pressure. Explain the importance of monitoring a client's pain.		
Class	Vital Signs: Part 2	1 hr	CARE0207
Description	This class teaches caregivers the techniques for measuring vital signs: temperature, pulse, respiration, blood pressure, and pain. Caregivers will learn when to measure temperature, pulse, respiration, and blood pressure, the normal ranges for each, and what to do when measurements are outside normal ranges.		
Objectives	Demonstrate how to measure a client's body temperature. Demonstrate how to measure a client's pulse. Demonstrate how to measure a client's respiration. Demonstrate how to measure a client's blood pressure. Determine how to assess a client's pain.		
Communication & Professionalism			
Class	Professionalism: Communication, Problem Solving & Cultural Competency	1 hr	CARE0113
	<i>Closed Captions (English) and Spanish Subtitles Available</i>		
Description	This class explores the importance of communication and problem-solving skills for professional caregivers. You will learn to recognize cultural differences and identify strategies for communicating effectively with those whose language and cultural background differ from yours.		
Objectives	Define communication. Demonstrate good communication skills including verbal and non-verbal approaches. Utilize problem-solving skills for dealing with conflicts. Define culture and how it influences an individual's worldview. Recognize cultural differences through behaviors or beliefs. Communicate effectively with those whose language background differs from yours.		
Class	Communicating with Older Adults	1 hr	CARE0103
	<i>Closed Captions (English) and Spanish Subtitles Available</i>		
Description	In this CareAcademy class, we discuss strategies for communicating with older adults who have impairments such as hearing, vision, or memory loss. We also review how to apply good communication skills to manage difficult client behaviors and events.		
Objectives	Identify good communication techniques for working with older adults. Discuss additional communication techniques for older adults with physical disabilities and memory problems.		
Class	Time Management & Organization Skills	1 hr	CARE0104
Description	This class will teach caregivers the importance of time management. Caregivers will learn to determine priorities, set goals, and manage their personal and professional time more effectively.		
Objectives	Describe the importance of time management. Demonstrate how to determine priorities and set realistic goals. Identifying the obstacles to effective time management.		
Class	Hiring & Communicating with Caregivers	1 hr	CARE0105
Description	This class will teach family members how to hire and communicate with caregivers for older adult family members. Family members will learn the steps to follow when selecting and interviewing a caregiver. Family members will consider the financial and legal aspects of bringing a caregiver into the home, and how to maintain effective communication with caregivers.		
Objectives	Determine plans to be made prior to hiring caregivers of older adults. Identify types of caregiving services and strategies for selecting caregivers of older adults. Recognize financial and legal considerations when hiring caregivers of older adults. Describe approaches for effective communication with caregivers of older adults.		

Class	Sexual Harassment Prevention <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0106
Description	This class will teach the caregiver how to recognize, report, and help protect themselves from sexual and other forms of harassment.		
Objectives	Define sexual harassment. Recognize sexual and other forms of harassment. Determine strategies for addressing sexual harassment.		
Class	Working with an Aging Population <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0107
Description	This class will explore the role of aging in the twenty-first century, and explain how ageism impacts older adults. Caregivers will learn how age and illness affect the sensory and motor functions of the older adult, and how to adapt care for an older client's needs.		
Objectives	Explain the role of aging in the twenty-first century. Recognize examples of ageism. Determine how the five senses change with age. Identify the age-related physical changes that impact the care of older adults.		
Assisting with Activities of Daily Living			
Class	Assisting with Personal Care Through ADLs <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0300
Description	In this class on activities of daily living (ADLs), we touch upon how to assist older adults with activities such as transferring, bathing, grooming, dressing, toileting, and eating.		
Objectives	Define activities of daily living and the importance of personal care. Describe the strategies for assisting with personal hygiene. Describe the best practices to be followed while assisting older adults for transferring, bathing, dressing, toileting, and eating.		
Class	Assisting with Bathing	1 hr	CARE0301
Description	This class will teach caregivers how to bathe an older adult. After understanding the importance of bathing, caregivers will be instructed on how to make bathing safe and dignified.		
Objectives	Bathe an older adult. Implement strategies for safe and dignified bathing. Solve conflicts in bathing an older adult.		
Class	Assisting with Elimination Needs	1 hr	CARE0302
Description	This class will teach caregivers the reasons for bowel and bladder control and elimination problems in older adults. Caregivers will learn techniques for using appropriate equipment when assisting clients with elimination.		
Objectives	Explain reasons for bowel and bladder control and elimination problems in older adults. Identify the steps for assisting an older adult in using the toilet. Identify the steps for assisting an older adult in using a bedpan. Identify the steps for assisting an older adult in using a urinal. Describe the purpose and use of urinary catheters in older adults.		
Class	Assisting with Oral Hygiene <i>Closed Captions (English) and Spanish Subtitles Available</i>	1 hr	CARE0303
Description	This class will teach caregivers how to assist clients with oral care. Caregivers will learn how to inspect the mouth for signs of problems, and how to provide care for clients with dental pain.		
Objectives	Describe features of the mouth. Recognize symptoms of mouth problems. Identify oral health problems caused by common medical conditions and medications. Determine caregiving techniques for clients who have dental pain.		

Assisting with Living Independently		Hours	Class ID
Class Assisting with Independent Living Through IADLs <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE0400
Description In this class on instrumental activities of daily living (IADLs), we touch upon how to assist older adults with activities such as meal preparation, medication self-administration, social connections, and transportation.			
Objectives Demonstrate an understanding of food and nutrition when assisting with meal planning for the older adult. Determine tactics for assisting older adults with self-administration of medication. Identify strategies for assisting older adults to maintain social connections. Recognize approaches for transporting older adults.			
Class Overview of Transfers & Mobility Equipment <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE0403
Description This class will teach caregivers how to safely use lifts and mobility equipment with an older adult, as well as ways in which bed rails and alarms can be used to increase nighttime safety.			
Objectives Identify different types of mobility equipment and their use. Explain how to safely transfer an older adult using a gait belt, slide board, or mobility device. Describe how to use a Hoyer lift to transfer an older adult. Determine how to use bed rails, monitors, and alarms to keep an older adult safe in bed.			
Class Assisting with Range of Motion Exercises		1 hr	CARE0404
Description This class will discuss how joints and muscles work together, and their role in mobility. Caregivers will learn how to safely perform active and passive range of motion exercises with an older adult.			
Objectives Describe the anatomy of joints. Explain how muscles help joints to move. Demonstrate how to perform active range of motion exercises for the older adult's upper and lower body. Demonstrate how to perform passive range of motion exercises for older adults who are bedridden.			
Class Assisting with Activities & Recreational Therapy at Home		1 hr	CARE0405
Description This class will teach caregivers the importance of recreational therapy for older adults. Caregivers will learn how to safely use recreational therapy skills with clients. Caregivers will also learn how to safely lead activities for older adults with certain medical conditions.			
Objectives Describe the importance of recreational therapy in the care of older adults. Demonstrate the caregiver's role in providing engagement opportunities for older adults. Identify safe recreational therapy activities for older adults. Explain the barriers to recreational therapy and challenges for older adults living with medical conditions.			
Managing Specific Health Conditions		Hours	Class ID
Class Overview of Cancer Care		1 hr	CARE0500
Description This class will teach caregivers about cancer, what is unique about cancer in an older adult, cancer treatments, cancer symptoms, and potential caregiver tasks. After understanding what cancer is and how it can affect older adults differently, caregivers will be prepared to care for older adults and specific challenges they face when diagnosed and living with cancer.			
Objectives Define cancer. Describe cancer symptoms unique to older adults. Describe side effects of cancer and cancer treatment in older adults. Define caregiver tasks related to cancer.			

Class	Overview of Heart Disease Care	1 hr	CARE0501
Description	This class will teach caregivers about working with patients who have heart disease. The class focuses on how healthy living, medications, and caregiving activities work together to help the client.		
Objectives	Define heart disease. Identify common symptoms of heart disease in older adults. Explain methods for tracking and managing symptoms of heart disease. Describe a healthy diet for an older adult with heart disease.		
Class	Overview of Parkinson's Disease Care	1 hr	CARE0502
Description	This class will provide caregivers with a brief overview of Parkinson's disease, emphasize the importance of watching for worsening disease, and teach strategies to keep older adults with Parkinson's disease safe. By the end of the class, a caregiver will be able to demonstrate understanding of his or her role in the management of Parkinson's disease in older adults by listing some strategies for patient care that ensure dignity and quality of life for clients.		
Objectives	Describe the symptoms of Parkinson's disease in older adults. Describe how to manage the symptoms of Parkinson's disease. Describe a healthy diet and exercise plan for an older adult with Parkinson's disease.		
Class	Overview of Diabetes Mellitus Care	1 hr	CARE0503
Description	This class will teach caregivers what diabetes mellitus is, and how to identify the causes and symptoms of high and low blood sugar. Caregivers will learn to develop nutritious dietary plans for clients with diabetes.		
Objectives	Explain the causes and impact of diabetes mellitus. Describe the diet and nutrition considerations for an older adult with diabetes. Identify the causes and symptoms of low blood sugar in older adults with diabetes. Identify the causes and symptoms of high blood sugar in older adults with diabetes.		
Class	Overview of End of Life Care	1 hr	CARE0504
	<i>Closed Captions (English) and Spanish Subtitles Available</i>		
Description	This class will teach caregivers how to care for the physical and emotional needs of clients at the end of life and how to support the client's family members during this time. Caregivers will also learn how to support the client in the final hours of life and care for a body after death.		
Objectives	Determine appropriate responses to the emotions experienced by an older adult at the end of life. Recommend strategies for caring for the physical needs of an older adult at the end of life. Explain nutritional considerations for older adults at the end of life. Recommend ways to support family members of an older adult at the end of life. Identify signs that an older adult is in the last moments of life, and consider appropriate actions after death.		
Class	Overview of Care After Hospital Discharge	1 hr	CARE0505
Description	This class will teach caregivers the common reasons older adults are hospitalized and the importance of care after discharge. Caregivers will learn how to identify and care for the physical and mental changes that older adults experience after hospital discharge. Caregivers will also learn how to develop safe and effective nutrition plans for older adults after returning home from the hospital.		
Objectives	Explain common reasons why older adults are hospitalized and the importance of care after hospital discharge. Identify medical and medication changes in older adults after hospital discharge. Describe the physical changes older adults experience during hospitalization and after discharge. Develop safe and effective nutrition plans for older adults after a hospital discharge. Identify signs of mental and emotional distress in older adults after hospital discharge.		
Class	Overview of Care After a Stroke	1 hr	CARE0506
Description	This class will teach caregivers how to provide safe care at home to clients after a stroke. Caregivers will learn how to identify the common physical, mental, and emotional effects of a stroke. They will also learn how to help the client manage activities of daily living.		
Objectives	Identify common physical effects of a stroke. Describe how to help a client perform activities of daily living after a stroke. Identify common mental effects of a stroke. Identify common emotional effects of a stroke. Determine approaches for helping a client meet nutritional needs after a stroke.		

Class	Overview of Intellectual Disability Care	1 hr	CARE0507
Description	This class will provide an introduction to caring for adults with intellectual disabilities. Caregivers will learn to identify common causes of intellectual disability. They will also learn to assess baseline functioning of an older adult with intellectual disability. Caregivers will also learn how to recognize changes in clients with intellectual disability and determine possible reasons for those changes.		
Objectives	Define intellectual disability and identify common causes. Determine baseline functioning for an older adult with intellectual disability. Recognize changes that may occur in older adults with intellectual disability.		
Class	Gastrointestinal Issues: Heartburn, Constipation & Diarrhea	1 hr	CARE0508
Description	This class will teach caregivers basics of the digestive process and how digestive functions change with age. Caregivers will learn how to identify and help older adults manage gastrointestinal issues such as heartburn, constipation, and diarrhea.		
Objectives	Describe the digestive process. Explain how digestive functions change with age. Identify causes and management of heartburn. Identify causes and management of constipation. Identify causes and management of diarrhea.		
Class	Obesity & Weight Management	1 hr	CARE0509
Description	This class will teach caregivers the factors that contribute to obesity in older adults, and the risks of overweight and obesity. Caregivers will learn how to help older adults manage their weight with diet, meal planning, and physical activity.		
Objectives	Identify the factors that contribute to overweight and obesity in older adults. Describe the diet and nutrition requirements for an older adult with overweight or obesity. Explain meal preparation for weight management for older adults with overweight or obesity. Determine physical activities for weight management for older adults with overweight or obesity.		
Class	Overview of Arthritis Care	1 hr	CARE0511
Description	This class will help caregivers understand common types of arthritis in older adults. Caregivers will learn to recognize arthritis symptoms and how to help clients manage daily tasks.		
Objectives	Identify common types of arthritis. Describe strategies for helping older adults manage arthritis. Explain methods of supporting daily tasks for older adults with arthritis.		
Class	Advanced Heart Disease Care	1 hr	CARE0512
Description	This class teaches caregivers the parts of the cardiovascular system and common cardiovascular conditions that affect older adults. Caregivers will learn the symptoms of cardiovascular diseases, common medications used to treat cardiovascular conditions, and how to observe and report changes in a client's condition. Caregivers will also learn how to assist clients with cardiovascular conditions with activities of daily living.		
Objectives	Identify the components of the cardiovascular system. Describe common cardiovascular diseases and conditions. Determine significant changes in the condition of a client with a cardiovascular condition. Explain how to assist a client with a cardiovascular condition to perform ADLs. Describe common medications used to treat cardiovascular conditions.		
Class	Overview of HIV/AIDS	1 hr	CARE0513
	<i>Closed Captions (English) and Spanish Subtitles Available</i>		
Description	This class gives caregivers an overview of HIV infections and acquired immunodeficiency syndrome (AIDS). In this class, we discuss how to care for an older adult with HIV/AIDS, including considerations for the client's safety, health management, and nutrition.		
Objectives	Identify methods of HIV transmission and infection. Recognize the symptoms of AIDS. Describe the medications and treatments available for older adults living with HIV/AIDS. Provide the home care required for an older adult living with HIV/AIDS.		

Class	Non-Drug Pain Management	1 hr	CARE0514
Description	This class will teach caregivers about common causes of pain in older adults, how to determine when a client is in pain, and how to alleviate pain without using medication.		
Objectives	Describe common causes of pain in older adults. Identify when a client is in pain. Determine ways to alleviate pain in the older adult.		
Class	Assisting with Medication Self-Administration: Part 1	1 hr	CARE0515
Description	This class prepares participants to assist clients with self-administered medications. Caregivers will learn the different types of medication and routes of delivery. They will also learn the appropriate means of storing and handling medications, and how to read prescription labels.		
Objectives	Define the meaning of medication and identify different types of medications. Differentiate routes of medication. Identify appropriate methods of storing and handling medications. Explain prescription label components and instructions.		
Class	Managing Breathing Difficulties	1 hr	CARE0516
Description	This class will help caregivers understand how breathing difficulties affect daily life for an older adult. Caregivers will be introduced to the conditions that cause breathing difficulties, and the common medication and treatments for those conditions. Caregivers will also learn how to support clients with breathing difficulties maintain daily activities and remain safe and secure in their homes.		
Objectives	Describe common causes of breathing difficulties in older adults. Identify common medications, treatments, and equipment for older adults with breathing difficulties. Recommend strategies for managing daily activities for older adults with breathing difficulties. Demonstrate safety measures and emergency management for older adults with breathing difficulties.		
Class	Overview of Skin Care & Wound Prevention	1 hr	CARE0517
Description	This class will teach caregivers how to inspect and protect their clients' skin. Caregivers will identify the conditions that cause changes to the skin of older adults, and learn techniques to prevent wounds and protect the skin.		
Objectives	Identify the conditions that cause changes in older adults' skin. Describe ways of taking care of the older adult's skin. Explain techniques for preventing wounds in older adults.		
Class	Assisting with Medication Self-Administration: Part 2	1 hr	CARE0518
Description	This class prepares caregivers to assist clients with self-administered medications. Caregivers will learn how to ensure the right medications are taken by the right person, in the right amount, at the right time, and by the right route.		
Objectives	Explain the legal aspects of assisting with administering medication. Identify the five rights of medication administration. Demonstrate the process of assisting clients to take medications. Describe how to observe and document a client's self-administered medications.		
Class	Managing Respiratory Diseases	1 hr	CARE0519
Description	This class teaches caregivers the components of the respiratory system and common respiratory conditions that affect older adults. Caregivers will learn the symptoms of respiratory diseases, and how to observe and report changes in a client's condition. Caregivers will also learn how to assist clients with respiratory conditions with activities of daily living.		
Objectives	Identify the components of the respiratory system. Describe common respiratory diseases and conditions. Determine significant changes in the condition of a client with a respiratory condition. Explain how to assist a client with a respiratory condition to perform ADLs. Describe common medications and medical devices used by clients with respiratory conditions.		

Class	Medication Administration Basics	1 hr	CARE0520
Description	This class provides caregivers with the information they need to administer non-injectable medications to their clients. Caregivers will learn techniques to safely and accurately administer medications, including applying standard precautions, reading medication orders, and following the "five rights." They will also learn the importance of reporting and documenting adverse reactions, medication refusals, and errors. The class covers step-by-step procedures for administering pills, liquids, eye, ear and nose drops, topical medications, and vaginal and rectal suppositories.		
Objectives	Explain how to ensure safe medication administration using infection control and accurate measurement techniques. Describe when and how to use five rights of medication administration. Identify potential adverse medication reactions, interactions, side effects, and contraindications. Describe when and how to accurately document the administration of medications. Demonstrate the process of administering pills, liquids, eye, ear and nose drops, topical medications, and vaginal and rectal suppositories.		

Class	Overview of Body Systems	1 hr	CARE0536
Description	This class will teach caregivers about the changes that affect the human body with age. At the end of the class, the caregiver will understand the functions and common disorders that impact different organ systems, including the musculoskeletal system, the integumentary system, the digestive system, the lung and heart systems, the urinary system, and the brain and nervous system.		
Objectives	Identify physical changes due to age and the common disorders that affect the musculoskeletal system. Identify physical changes due to age and the common disorders that affect the integumentary system. Identify physical changes due to age and the common disorders that affect the digestive system. Identify physical changes due to age and the common disorders that affect the lung and heart systems. Identify physical changes due to age and the common disorders that affect the urinary system. Identify physical changes due to age and the common diseases that affect the brain and nervous system.		

Nutrition and Meal Preparation		Hours	Class ID
Class	Overview of Nutrition & Food Preparation	1 hr	CARE0600
	<i>Closed Captions (English) and Spanish Subtitles Available</i>		
Description	This class discusses what appropriate nutrition looks like for an older adult and how to prepare meals that meet clients' nutritional needs. It explores food prep, modified diets, and adaptive equipment to help meet those needs. It also reviews why older adults are at risk for poor nutrition and how to assist with nutritional needs.		
Objectives	Define words that relate to nutrition. Explain why older adults are at risk for poor nutrition. Use food prep, modified diets, and adaptive equipment to meet your client's nutritional needs.		

Class	Modifying Diets to Assist with Difficulty Chewing	1 hr	CARE0601
Description	This class will educate caregivers on the needs of older adults with altered chewing/swallowing functionality, and how to modify meals for those that require diets needing a modified texture or thickened liquids. After reviewing the needs and reasons to why a modified diet is required, the caregiver will be able to identify these potential needs and be able to modify an individual's meal to meet any modified solid or liquid texture needs.		
Objectives	Recognize signs and situations where an older adult may need a modified diet. Choose an appropriate type of dietary modification. Practice ways to decrease risk of issues with chewing and swallowing.		

Infection Control		Hours	Class ID
Class Maintaining a Clean & Healthy Environment (Infection Control) <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE0700
Description In this class, caregivers learn how to maintain a clean and healthy environment for the older adults in their lives. Topics discussed include standard precautions (also known as universal precautions), including hand hygiene and the use of personal protective equipment, and how to dispose of sharps and other contaminated materials and equipment. Also covered are methods of transmission, bloodborne pathogens and airborne diseases, transmission-based precautions, and techniques for cleaning and disinfection for infection control.			
Objectives Identify different ways that infections can be transmitted, including bloodborne pathogens. Define infection control and explain its importance. Demonstrate appropriate practices for controlling infection. Apply strategies for cleaning and disinfecting a client's home to prevent the spread of infection.			
Class Personal Protective Equipment for Home Care <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE0705
Description This class will provide caregivers with information on the use of personal protective equipment (PPE) for home care. They will also learn about different types of PPE, and when and how to use them.			
Objectives Explain the role of PPE in infection control when it is appropriate to use them. Explain the different types of gloves, masks, gowns, and eye protection and when to use them. Describe how to don (put on) gloves, a mask, gowns, and eye protection. Describe how to doff (remove) gloves, a mask, gowns, and eye protection. Determine the correct sequence for donning and doffing pieces of PPE.			
Class Overview of COVID-19		1 hr	CARE0706
Description This class will provide caregivers with relevant information on the coronavirus disease 2019 (COVID-19). Caregivers will learn where to obtain reliable information about the virus, how to help prevent the virus from spreading, and how to care for themselves and their clients.			
Objectives Describe COVID-19, its symptoms, the people most at risk of serious illness from it, and how it is transmitted. Identify reliable sources of information about COVID-19. Apply strategies for reducing the spread of the COVID-19 virus. Describe tactics for providing care to someone who has COVID-19. Explain why cleaning and disinfection is important during the COVID-19 pandemic. Suggest strategies for self-care for caregivers during the COVID-19 global pandemic.			
Class Understanding the COVID-19 Vaccine		0.66 hr	CARE0707
Description This class equips direct care workers to make an informed decision about the vaccine. The class provides direct care workers (DCWs) with relevant, reliable information about the vaccine and vaccination process.			
Objectives Explain the benefits of the COVID-19 vaccine. Differentiate between facts and myths about the vaccine. Explain the vaccine distribution process. Describe the process of receiving the vaccine.			
Emergency & Safety		Hours	Class ID
Class Emergency Procedures <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE0800
Description This class discusses emergency preparedness for disasters such as severe weather, fire, floods, earthquakes, and other emergency situations. It explores how caregivers can plan for these types of emergencies, and how best to care for their clients and themselves should a disaster occur. It also reviews standard fire safety tips.			
Objectives Demonstrate emergency and disaster preparedness (and handling of emergencies and use of emergency services). Apply standard fire safety tips in a fire emergency.			

<p>Class Safety Precautions & Falls Prevention: Part 1</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description Falls are the biggest risk to older adults and, as a caregiver, you can be the first line of defense to help reduce the risk of falls. In this class, we discuss why older adults are likely to fall, identify potential dangers throughout the older adult's home, and explore falls prevention strategies to keep the older adult safe.</p> <p>Objectives Explain why falls happen in older adults and how falls can be prevented. Evaluate each room in the older adult's house for potential risk of falls. Talk to the older adult about falls prevention and how to make it part of his or her daily routine.</p>	1 hr	CAREo802
<p>Class Safety Precautions & Falls Prevention: Part 2</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description In this class, we explore the common medical factors that cause older adults to fall, and review specific exercises for preventing falls. We also discuss additional safety precautions, including managing aggressive behavior when caring for an older adult, and identifying and reporting changes in the older adult's condition.</p> <p>Objectives Discuss how medical factors can contribute to falls in older adults. Demonstrate specific exercises for the older adult that help with preventing falls. Manage aggressive behaviors that may happen when caring for an older adult. Effectively report changes in the older adult's condition. Tell the difference between emergencies that do require calling 911 and emergencies that do not.</p>	1 hr	CAREo803
<p>Caregiver Self-Care</p>		
<p>Class Coping Skills for Caregivers</p> <p>Description This class will teach caregivers about stress and the importance of taking care of themselves. Caregivers will learn coping skills for their physical and emotional health, and how to create a plan to use those skills.</p> <p>Objectives Explain the causes of caregiver stress. Identify healthy and unhealthy coping skills for caregivers. Determine how to create a plan to manage caregiver stress.</p>	1 hr	CAREo900
<p>Class Improving Caregiver Empathy</p> <p>Description This class introduces the concept of empathy and its importance when providing care to older adults. Participants will identify common situations that make it challenging to be empathetic, and review techniques to help build an empathetic approach. Participants will be able to describe the benefits of practicing empathy for both the client and the caregiver.</p> <p>Objectives Define the difference between empathy and sympathy. Describe the importance of empathy for caregivers. Understand when it is difficult for caregivers to empathize with clients. Use strategies for showing empathy with clients.</p>	1 hr	CAREo901
<p>Class Managing Job-Related Stress</p> <p>Description This class will explore work-related stresses that a professional caregiver may encounter, including generational differences, family dynamics, and client conflicts. The class will provide strategies for coping with workplace conflict and how to manage grief after the death of a client.</p> <p>Objectives Define stress and how it impacts health. Implement strategies for dealing with workplace conflicts. Identify differences between generations and types of generational conflicts. Explain the types of conflicts that caregivers experience on-the-job. Describe how professional caregivers may react to the death of a client.</p>	1 hr	CAREo902

Home Management		Hours	Class ID
Class Light Housekeeping Techniques <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE1000
Description The class explores how to maintain cleanliness in the client's home and avoid the spread of infection and bacteria.			
Objectives Identify the daily cleaning tasks that should be completed in your client's home. Apply recommended cleaning tips to the older adult's bedroom, kitchen, bathrooms, family/living room, and other areas of the house.			
Mental Health		Hours	Class ID
Class Overview of Depression Care		1 hr	CARE1100
Description This class will help caregivers understand what depression is. Caregivers will learn signs and symptoms of depression in the older adult. By the end of the course, caregivers will be able to identify who may be at risk and understand non-medical strategies to help treat depression.			
Objectives Define depression. Identify common symptoms of depression in older adults. Identify risks for developing depression in older adults. Explain strategies for helping an older adult with depression.			
Class Overview of Anxiety Care		1 hr	CARE1101
Description This class will help caregivers recognize the signs and symptoms of anxiety in older adults and older adults with dementia. Caregivers will identify common types of anxiety disorders and approaches for managing anxiety in older adults.			
Objectives Define the signs and symptoms of anxiety in older adults. Describe the most common types of anxiety disorders. Identify approaches to managing anxiety in older adults. Recognize signs of anxiety in older adults with dementia.			
Class Overview of Mental Illness Care		1 hr	CARE1102
Description This class will teach caregivers the basics of mental illness in older adults. Caregivers will learn to identify common mental illnesses, their causes, and common treatments. Caregivers will also learn strategies for coping with the challenging behaviors of older adults with mental illnesses, and what to do if those behaviors become inappropriate.			
Objectives Define mental illness. Identify common mental illnesses in older adults. Describe treatment options for older adults with mental illnesses. Determine strategies for managing the behaviors of older adults with mental illness.			
Alzheimer's & Other Dementias		Hours	Class ID
Class Introduction to Dementia Care <i>Closed Captions (English) and Spanish Subtitles Available</i>		1 hr	CARE1200
Description This class was created for professional caregivers to understand dementia and apply recommended care strategies for supporting a client living with dementia in the client's own home. Alzheimer's disease and dementia impact many aspects of care. The caregiver's ability to modify care, recognize and work through challenges, and support themselves and the family are all vital in providing care to those with Alzheimer's and dementia.			
Objectives Define dementia. Identify common symptoms of dementia. Describe stages of Alzheimer's disease and the symptoms experienced at each stage. Recognize dementia-related behaviors. Understand the importance of the care plan for older adults living with dementia. Recognize the impacts of dementia on the client's family. Determine how to care for an older adult in the final stage of Alzheimer's disease. Recognize types of non-medicinal therapies for dementia. Suggest environmental changes to support a client living with dementia.			

<p>Class Communicating with a Person with Dementia</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description This class will teach caregivers about the different stages of dementia and discuss ways to communicate with the older adult living with dementia through each stage. The goal of this class is to give caregivers more tools and confidence around effective styles of communication with older adults with memory problems.</p> <p>Objectives Define early stage dementia and identify positive communication strategies for older adults in this stage Describe middle stage dementia and identify positive communication strategies for older adults in this stage Describe late stage dementia and identify positive communication strategies for older adults in this stage Determine methods of communicating with clients living with dementia who exhibit dementia-related behaviors.</p>	1 hr	CARE1201
<p>Class End of Life Dementia Care</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description This CareAcademy class will teach caregivers how to recognize and provide care for people living with dementia at the end of life, including strategies to manage pain and promote comfort.</p> <p>Objectives Recognize the signs of severe dementia and end of life. Identify strategies for communicating with an older adult living with severe dementia. Determine causes of pain or discomfort in an older adult living with dementia at the end of life. Apply strategies to promote comfort in the older adult living with dementia at the end of life.</p>	1 hr	CARE1202
<p>Class Addressing Agitation & Aggression in Dementia</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description This class will help caregivers recognize agitation and aggressive behaviors in older adults living with dementia, and will provide strategies for preventing and addressing agitation and aggression.</p> <p>Objectives Recognize causes of agitation or aggressive behavior in older adults with dementia. Identify the aggressive behaviors associated with dementia in older adults. Determine strategies for preventing agitation and aggressive behaviors in older adults with dementia. Describe tactics for managing agitated and aggressive behaviors of an older adult with dementia.</p>	1 hr	CARE1203
<p>Class Safety in Dementia</p> <p><i>Closed Captions (English) and Spanish Subtitles Available</i></p> <p>Description This class will teach caregivers the importance of safety for clients living with dementia. It will also show caregivers strategies for protecting the client inside and outside the home while maintaining the client's independence.</p> <p>Objectives Identify safety risks for older adults living with dementia. Implement accident prevention strategies in the home of an older adult living with dementia. Determine tactics for ensuring the safety of the older adult living with dementia outside the home. Consider the importance of balancing independence and safety for older adults living with dementia.</p>	1 hr	CARE1204
<p>Class The Science of Dementia</p> <p>Description This class will teach caregivers about the changes that affect the brain and nervous system with age. Caregivers will also learn about common diseases that cause dementia, including Alzheimer's disease, vascular dementia, Lewy body dementia, frontotemporal dementia, Parkinson's disease dementia, and mixed dementia.</p> <p>Objectives Describe the basic structure, function, and physical changes that affect the brain and nervous system. Identify diseases that cause dementia, common symptoms, and the impact on care practices.</p>	0.5 hr	CARE1205

Class	Parkinson's Disease Dementia	1 hr	CARE1206
Description	This class will teach caregivers how to identify the symptoms of Parkinson's disease and Parkinson's disease dementia, and how to care for an older adult living with Parkinson's disease dementia.		
Objectives	Recognize the relationship between Parkinson's disease and dementia. Identify the symptoms of Parkinson's disease and Parkinson's disease dementia. Describe tactics for supporting the care of an older adult living with Parkinson's disease dementia.		
Class	Person-Centered Care for Older Adults Living with Dementia	0.66 hr	CARE1207
Description	This class demonstrates how to practice person-centered care when assisting clients with dementia. Caregivers will learn how to promote dignity, independence, individuality, and choice, for their clients.		
Objectives	Describe the benefits of providing person-centered care for older adults living with dementia. Explain how to incorporate person-centered care approaches into the care of older adults living with dementia, to respect background, culture, experiences, and attitude.		
Class	Clients' Rights and Abuse Prevention for Older Adults Living with Dementia	1 hr	CARE1208
Description	In this class, caregivers will learn how to identify, prevent, and report situations of abuse, exploitation, and neglect. The class will also cover practices for ensuring the client's rights and self-determination, and how to protect confidential health information.		
Objectives	Define client's rights and the importance of confidentiality, privacy, and security of protected health information. Recognize principles of self-determination and how older adults living with dementia can make informed decisions about advance directives. Demonstrate the ability to identify, prevent, and report situations of abuse, exploitation, and neglect towards older adults living with dementia.		
Class	Addressing Dementia-Related Behaviors When Assisting with ADLs	0.25 hr	CARE1209
Description	In this class, caregivers will learn the importance of person-centered care when assisting older adults living with dementia with activities of daily living (ADLs). Caregivers will apply strategies for supporting clients throughout the progression of dementia and will identify best practices for fostering the client's dignity, independence, and choice.		
Objectives	Apply person-centered care and best practices in assisting older adults living with dementia with ADLs. Describe strategies for addressing ADLs throughout the progression of dementia. Identify situations that may trigger dementia-related behaviors.		
Class	Assisting an Older Adult Living with Dementia with Bathing	0.33 hr	CARE1210
Description	This class covers how to apply person-centered care when assisting clients living with dementia with bathing. Caregivers will learn how to adapt the client's home environment for bathing, ensure the client's dignity and independence, and techniques for assisting the client during the bathing process.		
Objectives	Apply person-centered strategies for assisting older adults living with dementia with bathing. Describe tactics for adapting the client's bathing environment. Recognize best practices for ensuring the client's dignity, independence, and choice before, during, and after bathing.		
Class	Assisting Older Adults Living with Dementia with Grooming	0.25 hr	CARE1211
Description	This class covers how to assist clients living with dementia with grooming, including haircare, shaving, skin and nail care. Caregivers will learn how to support the client during the process of grooming to ensure the client's dignity, independence, and choice.		
Objectives	Apply person-centered care strategies for assisting older adults living with dementia with grooming, including haircare, shaving, skin and nail care. Recognize best practices for supporting the client's dignity, independence, and choice during the grooming process.		

Class	Assisting Older Adults Living with Dementia with Dressing	0.25 hr	CARE1212
Description	This class covers how to apply person-centered care when assisting clients living with dementia with dressing. Caregivers will learn how to adapt the client's home environment for dressing, and how to ensure the client's dignity, independence and choice during the dressing process.		
Objectives	Apply person-centered care strategies for assisting older adults living with dementia with dressing. Describe tactics for adapting the client's home environment for dressing. Recognize best practices for maintaining the client's dignity, independence, and choice while dressing.		
Class	Assisting Older Adults Living with Dementia with Oral Hygiene	0.25 hr	CARE1213
Description	This class covers how to apply person-centered care when assisting clients living with dementia with oral hygiene. Caregivers will learn how to support the client's dignity, independence, and choice during the process of providing oral hygiene. Health considerations and adaptive equipment for oral hygiene are also covered.		
Objectives	Apply person-centered care strategies for assisting older adults living with dementia with oral hygiene. Recognize best practices for maintaining the client's dignity, independence, and choice while providing assistance with oral hygiene. Suggest adaptations and equipment for clients who need additional support during oral hygiene care.		
Class	Assisting an Older Adult Living with Dementia with Toileting	0.25 hr	CARE1214
Description	This class covers how to apply person-centered care when assisting clients living with dementia with toileting. Caregivers will learn how to adapt the client's home environment, and how to support the client's dignity, independence, and choice during the toileting process. Health considerations and adaptive equipment for toileting are also covered.		
Objectives	Apply person-centered care strategies for assisting older adults living with dementia with oral hygiene. Recognize best practices for maintaining the client's dignity, independence, and choice while providing assistance with oral hygiene. Suggest adaptations and equipment for clients who need additional support during oral hygiene care.		
Class	Assisting an Older Adult Living with Dementia with Eating	0.25 hr	CARE1215
Description	This class covers how to apply person-centered care when assisting clients living with dementia with eating. Caregivers will learn how to support the client's dignity, independence, and choice during the dining process. Health considerations, adaptive equipment, and hand over hand assistance for eating are also covered.		
Objectives	Apply person-centered strategies for assisting older adults living with dementia with eating. Describe tactics for adapting the client's home environment to support eating. Recognize best practices for ensuring the client's dignity, independence, and choice during the dining process.		
Class	Mobility and Falls Prevention for Older Adults Living with Dementia	0.25 hr	CARE1216
Description	In this class, caregivers will learn the mobility challenges faced by persons living with dementia, how to adapt the client's home environment to prevent falls, and what steps to take if a client falls.		
Objectives	Explain why older adults living with dementia are at greater risk for falls. Describe tactics for preventing falls.		
Class	Activities for Older Adults Living with Dementia	0.33 hr	CARE1217
Description	In this class, caregivers will learn the benefits of providing activities for older adults living with dementia and how to safely provide meaningful, engaging, person-centered activities.		
Objectives	Describe basic principles and best practices for activities for older adults living with dementia. Identify and plan meaningful and engaging, person-centered activities for older adults living with dementia. Determine how to safely coordinate activities for older adults living with dementia.		

Home Care Office Training		Length	Class ID
Class	Phone Etiquette: The First Step to Building Relationships	0.38 hr	CARE8001
Description	Using basic phone etiquette helps to build positive relationships with your clients from the very beginning. Creating a professional and supportive atmosphere helps them to feel understood and confident in your agency's ability to assist them. In this class, you will learn why phone etiquette is so vital to building relationships and techniques for making a great first impression on the phone.		
Objectives	Explain the importance of using proper phone etiquette. Explain how utilizing proper telephone etiquette helps to build a positive relationship with the caller. Explain how to perform common phone tasks using good phone etiquette. Identify examples of proper phone etiquette.		
Class	Phone Etiquette: Successfully Conducting an Initial Phone Call	0.4 hr	CARE8002
Description	People calling with questions about your agency's services may be unsure of how you can help them. They may even be unsure of their own needs. During these initial calls, it is imperative to listen to the caller to determine what they need, make them feel heard, and guide them to the best solution for their unique situation. Conducting these calls effectively can lead to a new client for your agency and the privilege of helping another family. In this class, you will learn techniques for successfully conducting these initial phone calls.		
Objectives	Describe the importance of successfully conducting an initial phone call. Describe characteristics of callers reaching out with an initial phone call. Identify effective techniques for successfully conducting an initial phone call.		
Class	Phone Etiquette: Addressing Client Concerns	0.4 hr	CARE8003
Description	Speaking with a client who has concerns about an aspect of your agency's services can be challenging. It's important to be prepared for these conversations. Learning to address the caller's concerns in a supportive and professional manner will help meet the client's needs and also prevent unnecessary frustration for you. In this class, you will learn techniques to approach these conversations with confidence and tact.		
Objectives	Explain how to be prepared for a conversation with a concerned caller. Identify techniques for effectively addressing client concerns on the phone.		

Video Library	Length	Class ID
Class Video: Hand Hygiene	03:42	VID0001
Class Video: Donning and Doffing Gloves	01:59	VID0002
Class Video: Assistance with Bedpan Use	04:00	VID0003
Class Video: Tub Bath or Shower	02:16	VID0004
Class Video: Oral Hygiene	01:47	VID0005
Class Video: Assisting with Medication Self-Administration: The Five Rights	03:28	VID0006
Class Video: Assisting an Older Adult to Walk Safely	00:43	VID0007
Class Video: Assisting an Older Adult to Fall Safely	01:04	VID0008
Class Video: Assisting an Older Adult to Transfer Using a Gait Belt	02:50	VID0009
Class Video: Assisting an Older Adult to Transfer from a Wheelchair to a Car	01:57	VID0010
Class Video: Moving an Older Adult Up in Bed	00:56	VID0011
Class Video: Assisting an Older Adult to Sit at the Side of the Bed	01:55	VID0012
Class Video: Proper Body Mechanics & Safety	01:07	VID0013
Class Video: Reporting the Client's Condition	04:08	VID0014
Class Video: Incident Reports	02:01	VID0015
Class Video: Characteristics of Good Documentation	02:28	VID0016
Class Video: Reporting Emergencies	04:55	VID0017
Class Video: Understanding Your Client's Rights	03:46	VID0018
Class Video: Client Confidentiality	04:12	VID0019
Class Video: Health Care Proxy	00:59	VID0020
Class Video: Living Will	00:59	VID0021
Class Video: Setting Clear Goals and Priorities	10:44	VID0022
Class Video: Signs and Symptoms of Anxiety	05:36	VID0023
Class Video: Signs and Symptoms of Depression	03:56	VID0024
Class Video: Determining Normal vs. Abnormal Conditions	01:56	VID0025
Class Video: Documentation Problems	04:31	VID0026
Class Video: How to Administer Oral Liquids	02:27	VID0027
Class Video: Active Range of Motion for the Upper Body	03:12	VID0028
Class Video: Taking a Tympanic Temperature	01:41	VID0029
Class Video: Dealing with Conflict	04:33	VID0030
Class Video: What is Empathy?	06:58	VID0031
Class Video: HIV Transmission and Infection	06:58	VID0032
Class Video: Defining Abuse, Exploitation, and Neglect	03:42	VID0033
Class Video: Types of Elder Abuse	01:59	VID0034
Class Video: Preventing Elder Abuse	04:00	VID0035
Class Video: Objective Observations: Senses	02:16	VID0036
Class Video: Subjective Observations	01:47	VID0037
Class Video: Reporting Elder Abuse	03:28	VID0038
Class Video: Advance Directives	00:43	VID0039
Class Video: Supporting a Client with Mental Illness	01:04	VID0040
Class Video: Diagnosis and Treatment of Mental Illness	02:50	VID0041



CareAcademy Core Class List

CareAcademy Training Courses

1.866.227.3895

hello@careacademy.com

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Class	Video: Assisting with Physical Needs at the End of Life	01:57	VID0042
Class	Video: Assisting with Emotional Needs at the End of Life	00:56	VID0043
Class	Video: Last Moments of Life	01:55	VID0044
Class	Video: Immediately After Death	01:07	VID0045
Class	Video: What is Dementia?	04:08	VID0046
Class	Video: Keeping an Older Adult with Dementia Safe at Home	02:01	VID0047
Class	Video: The Integumentary System	02:28	VID0048
Class	Video: The Musculoskeletal System	04:55	VID0049
Class	Video: The Cardiovascular System	03:46	VID0050
Class	Video: Monitoring Clients with Cardiovascular Conditions	04:12	VID0051
Class	Video: The Brain and Nervous System	00:59	VID0052
Class	Video: The Respiratory System	00:59	VID0053
Class	Video: Monitoring Clients with Respiratory Conditions	10:44	VID0054
Class	Video: The Endocrine System	05:36	VID0055
Class	Video: The Reproductive System	03:56	VID0056
Class	Video: The Urinary System	01:56	VID0057
Class	Video: The Digestive System	04:31	VID0058
Class	Video: Recognizing When a Modified Diet is Needed	02:27	VID0059
Class	Video: Basics of Food and Nutrition	03:12	VID0060
Class	Video: Observing and Monitoring Nutrition	01:41	VID0061
Class	Video: Food and Liquid Texture Modifications	04:33	VID0062
Class	Video: Understanding Temperature	06:58	VID0063
Class	Video: Taking an Oral Temperature	06:58	VID0064
Class	Video: How to Report Temperature	03:42	VID0065
Class	Video: Understanding Pulse	01:59	VID0066
Class	Video: Taking a Pulse	04:00	VID0067
Class	Video: Understanding Respiration	02:16	VID0068
Class	Video: Taking Respirations	01:47	VID0069
Class	Video: Understanding Blood Pressure	03:28	VID0070
Class	Video: Taking Blood Pressure	00:43	VID0071
Class	Video: Observing and Reporting Pain	01:04	VID0072
Class	Video: Assessing Pain	02:50	VID0073
Class	Video: Physical and Verbal Cues of Pain	01:57	VID0074
Class	Video: Heat and Ice for Treating Pain	00:56	VID0075
Class	Video: Assistance with Urinal Use	01:55	VID0076
Class	Video: Observing the Urinary System	01:07	VID0077
Class	Video: Understanding Prescription Labels	04:08	VID0078
Class	Video: Purpose and Types of Medications	02:01	VID0079
Class	Video: Observing and Documenting Medication Self-Administration	02:28	VID0080
Class	Video: Storing and Handling Medications	04:55	VID0081
Class	Video: Assisting with the Use of Oxygen	03:46	VID0082
Class	Video: What is a Stroke?	04:12	VID0083
Class	Video: What is Parkinson's Disease?	00:59	VID0084



CareAcademy Core Class List

CareAcademy Training Courses

1.866.227.3895
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Class	Video: Assisting an Older Adult to Transfer Using a Mobility Device	00:59	VID0085
Class	Video: Assisting an Older Adult to Transfer Using a Slide Board	10:44	VID0086
Class	Video: Assisting with Hoyer Lifts	05:36	VID0087
Class	Video: Assisting with Mobility Devices	03:56	VID0088
Class	Video: Assisting with Wheelchairs	01:56	VID0089
Class	Video: Active Range of Motion for the Lower Body	04:31	VID0090
Class	Video: Passive Range of Motion	02:27	VID0091

“

I wanted to make sure what our caregivers were seeing was relevant and not lip service. You have such versatile content. Your content rocks my face off.

Aubre Phillips
Marketing Coordinator



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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Contract with ECS Imaging, Inc., a California Corporation, Countywide

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with ECS Imaging, Inc., in an amount not to exceed \$233,000 to provide software licenses, support and project management associated with the implementation of Laserfiche, an electronic records content management system, for the period September 30, 2021 through September 29, 2024, Countywide.

FISCAL IMPACT:

100% by various Public Works funds that have been approved for the implementation of Laserfiche. (100% Various Funds)

BACKGROUND:

On September 27, 2016, the Board of Supervisors approved a contract with ECS Imaging, Inc., for software, software support and Laserfiche implementation for all Public Works divisions. On January 16, 2018, the Board of Supervisors approved Contract Amendment No. 1 with ECS Imaging, Inc., to purchase additional software modules and licenses, and to continue with project management. The project management includes working with Public Works divisions to complete their work processes and set up workflows in Laserfiche to more efficiently store records electronically.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Carrie Ricci,
925-313-2235

cc:

BACKGROUND: (CONT'D)

During this contract period, projects assigned to ECS Imaging, Inc., were delayed due to Public Works staff availability in 2020 and 2021. The current contract is set to expire on September 30, 2021.

ECS Imaging, Inc., built the system that Public Works needs in order to have effective electronic records content management and workflows. Additionally, the projects in process are required to be completed in order to use the Laserfiche system effectively.

The Public Works Department requires a new contract with ECS Imaging, Inc., to provide additional project management work, to complete project management work from 2020 and 2021, to allow for additional licensing, and to provide on-call support.

Government Code Section 31000 authorizes the County to contract for services including the services that ECS Imaging, Inc., provides.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the contract, Public Works will not be able to complete Laserfiche implementation and provide software and support for the existing system.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 21, 2021

Subject: Approve and Authorize Amendment No. 1 to Consulting Services Agreement with Nicolaos Theophanous d/b/a Theophanous Structural Engineers.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Nicolaos Theophanous d/b/a Theophanous Structural Engineers effective September 21, 2021, to extend the term from January 1, 2023 through January 1, 2024 and increase the payment limit by \$205,000 to a new payment limit of \$400,000, to provide on-call structural engineering services for various County facilities projects, Countywide.

FISCAL IMPACT:

100% Various Funds as projects are awarded.

BACKGROUND:

Amendment No. 1 is necessary for Theophanous Structural Engineers to continue to provide on-call architectural services associated with the completion of ongoing and future new projects. Theophanous Structural Engineers is familiar with the countywide projects for design and construction. Therefore, it is recommended that the contract amendment be awarded at this time.

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment No. 1 is not approved, projects currently in process will be delayed, which will ultimately result in higher project costs.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Ramesh Kanzaria
925-957-2468

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #77-392 with Redwood Healthcare Center, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-392 with Redwood Healthcare, LLC, a limited liability company, in an amount not to exceed \$600,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 1, 2021 through September 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$600,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF until they are well enough to be sent home.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

These services include, but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor is new to the CCHP Provider Network and will provide SNF services to CCHP members and County recipients.

Under Contract #77-392, this contractor will provide SNF services for CCHP members and County recipients for the period October 1, 2021 through September 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members and County recipients 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: September 21, 2021

Subject: Contract #77-391 with Lake Merritt Healthcare Center, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-391 with Lake Merritt Healthcare, LLC, a limited liability company, in an amount not to exceed \$600,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 1, 2021 through September 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$600,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF until they are well enough to be sent home.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

These services include, but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. This contractor is new to the CCHP Provider Network and will provide SNF services to CCHP members and County recipients.

Under Contract #77-391, this contractor will provide SNF services for CCHP members and County recipients for the period October 1, 2021 through September 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members and County recipients 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: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: Renewal of Purchase Order with Lakeshore Equipment Company

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a blanket purchase order with Lakeshore Equipment Company, in an amount not to exceed \$1,900,000, for childcare center furniture, classroom supplies, and equipment for the period August 1, 2021 through July 31, 2026.

FISCAL IMPACT:

Purchase Order #005954 will be executed in an amount not to exceed \$1,900,000: The purchase order will be funded 60% (\$1,140,000) by Federal Administration for Children and Families and 40% (\$760,000) by State California Department of Education, with no County match. CFDA #93.600.

BACKGROUND:

The Employment and Human Services Department, Community Services Bureau, utilizes Lakeshore Equipment Company to furnish supplies for the childcare centers operated by the department.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to make necessary purchases to operate the childcare centers.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's Community outcomes- Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #77-246-1 with ADAPT: A Behavioral Collective, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-246-1 with ADAPT: A Behavioral Collective, Inc., a corporation, in an amount not to exceed \$375,000, to provide applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members for the period September 1, 2021 through August 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$375,000 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 ABA services including, but not limited to: treatment plans to improve the functioning of CCHP members with pervasive developmental disorders or autism under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been providing ABA services to CCHP members as part of the CCHP Provider Network September 1, 2019.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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 September 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #77-246 with ADAPT: A Behavioral Collective, Inc., in an amount not to exceed \$100,000, for the provision ABA services for CCHP members for the period September 1, 2019 through August 31, 2021.

Approval of Contract #77-246-1 will allow this contractor to continue to provide ABA services to CCHP members through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized ABA 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: John Kopchik, Director, Conservation & Development Department
Date: September 21, 2021

Subject: Contract with David J. Powers & Associates, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with David J. Powers & Associates (DJPA), in an amount not to exceed \$229,213, to prepare an Environmental Impact Report (EIR) for the proposed Spieker Senior Continuing Care Community Project in the unincorporated area of Walnut Creek, for the period June 7, 2021 through July 30, 2022.

FISCAL IMPACT:

None. The project applicant is responsible for paying the costs of all work necessary to complete the EIR for the project.

BACKGROUND:

The Department of Conservation and Development (DCD) seeks to contract with DJPA to prepare and complete an EIR for environmental impacts related to the proposed Spieker Senior Continuing Care Community Project. The project consists of constructing a self-contained continuing care retirement community (CCRC) in the unincorporated area of Walnut Creek. The CCRC will consist of two main components: (a) up to 354 Independent Living Units and amenities for residents residing in the community; and (b) a Health Center for residents requiring daily assistance or daily medical attention, including up to 100 total skilled nursing, memory care, and assisted living units.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Sean Tully, (925)
655-2878

cc:

BACKGROUND: (CONT'D)

Under the contract, DJPA would complete tasks including, but not limited to: (a) preparation of a formal project description; (b) peer review of technical studies and other documents provided by the applicant; (c) preparation of Draft EIR and Final EIR documents; (d) preparation of a mitigation monitoring and reporting program; and (e) attendance at public hearings with DCD staff in a supportive role.

CONSEQUENCE OF NEGATIVE ACTION:

DCD staff would not be able to secure the services and expertise of DJPA, which would result in a significant delay in completion of the required EIR.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #77-100-2 with East Bay ABA Group, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-100-2 with East Bay ABA Group, LLC, a limited liability company, in an amount not to exceed \$1,200,000, to provide applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members for the period September 1, 2021 through August 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,200,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II allocations. (Rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized ABA services for its members under the terms of their Individual and Group Health Plan membership contracts with the County, providing services for members with pervasive developmental disorders or autism including, but not limited to, treatment plans and staff to providing services in the following licensed categories: licensed family therapy, social work, speech and language pathology, educational psychology, and audiology to improve the functioning of members.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

This contractor has been a part of the CCHP Provider Network providing ABA services to CCHP members since August 1, 2017.

On September 10, 2019, the Board of Supervisors approved Contract #77-100-1 with East Bay ABA Group, LLC in an amount not to exceed \$1,000,000, to provide ABA services for CCHP members for the period September 1, 2019 through August 31, 2021.

Approval of Contract #77-100-2 will allow the contractor to continue to provide ABA services for CCHP members through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized ABA 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: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #22-806-32 with Public Health Foundation Enterprises, Inc. (dba Heluna Health)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #22-806-32 with Public Health Foundation Enterprises, Inc. (dba Heluna Health), a corporation, in an amount not to exceed \$795,096, to provide consulting and technical assistance on community health promotion for Public Health's Health Emergency Unit and Health Services Emergency Medical Service Unit, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$795,096 and will be funded 100% by Center for Disease Control funding. (No rate increase)

BACKGROUND:

This contract meets the social needs of the County's population by providing organization services for the Public Health's Health Emergency Unit and Health Services Emergency Medical Service Unit. Services provided by this contract also include leadership and public health advocacy training. This contractor has been providing consulting

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

BACKGROUND: (CONT'D)

and technical assistance services to the County since April 2001.

On July 28, 2020, the Board of Supervisors approved Contract #22-806-30 with Public Health Foundation Enterprises, Inc., in an amount not to exceed \$515,829 for the provision of consulting and technical assistance on community health promotion for the period from July 1, 2020 through June 30, 2021.

On September 15, 2020, the Board of Supervisors approved Amendment Agreement #22-806-31 to increase the payment limit by \$4,404,935, from \$515,829 to a new payment limit of \$4,920,764, for additional assistance to the Health Services Department's COVID-19 Response Team to conduct COVID-19 related activities including contact tracing, surveillance, communication in high risk setting, outreach to high risk populations, and improvement in coordination with other jurisdictions and health systems, with no change in the term of July 1, 2020 through June 30, 2021.

Approval of Contract #22-806-32 will allow the contractor to continue to provide consulting and technical assistance services through June 30, 2022. Retroactive approval is requested due to negotiating services for COVID-19 activity response which resulted in agreement submission delays.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents who depend on services from Public Health Emergency Unit and Health Services Emergency Medical Service Unit may not receive the services they need.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #76-754 with William A. Liss, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-754 with William A. Liss, M.D., an individual, in an amount not to exceed \$1,050,000, to provide dermatology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period January 1, 2022 through December 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$1,050,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. This contractor's dermatology services will include clinic coverage, consultation, training, medical and surgical procedures.

Under new Contract #76-754, William A. Liss, M.D. will provide dermatology services at CCRMC and Contra Costa Health Centers for the period January 1, 2022 through December 31, 2024.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring dermatology services at CCRMC and Contra Costa Health Centers will not have access to this contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #77-249-1 with ABA Plus, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-249-1 with ABA Plus, Inc., a corporation, in an amount not to exceed \$900,000, to provide applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members for the period September 1, 2021 through August 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$900,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II allocations. (Rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized ABA services for its members under the terms of their Individual and Group Health Plan membership contracts with the County, providing services for members with pervasive developmental disorders or autism including, but not limited to, treatment plans and staff to providing services in the following licensed categories: licensed family therapy, social work, speech and language pathology, educational psychology, and audiology to improve the functioning of members. This contractor has been providing ABA services

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: September 21, 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)

to CCHP members as part of the CCHP Provider Network since September 1, 2019.

In August 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #77-249 with ABA Plus, Inc., in an amount not to exceed \$100,000, for the provision ABA services for CCHP members for the period September 1, 2019 through August 31, 2021.

Approval of Contract #77-249-1 will allow the contractor to continue to provide ABA services to CCHP members through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized ABA 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: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #77-375 with Bridge Hospice East Bay, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-375 with Bridge Hospice East Bay, LLC, a limited liability company, in an amount not to exceed \$300,000, to provide hospice services for Contra Costa Health Plan (CCHP) members for the period September 1, 2021 through August 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.

BACKGROUND:

CCHP has an obligation to provide certain specialized hospice health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Services include, on an as needed basis, but are not limited to: visits from registered nurses, certified home health aides, medical social workers, counseling, palliative radiation, custodial care, and in-home physicians. This contractor will provide hospice services to CCHP members as part of the CCHP Provider Network.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: September 21, 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)

Under new Contract #77-375, this contractor will provide hospice services for CCHP members for the period September 1, 2021 through August 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized hospice 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: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #23-728 with BrainStorm, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-728 containing mutual indemnification with BrainStorm, Inc, a corporation, in an amount not to exceed \$129,352, to provide cloud-based Microsoft video training services to the Health Services Department, for the period from June 15, 2021 through June 14, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$129,352 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

This Contract meets the needs of the Health Services Department by providing staff with a video-based e-learning platform that helps maximize the use of Microsoft Office 365 applications, such as Word, Excel, Outlook, and Teams. Brainstorm's QuickHelp software as a cloud subscription platform is an industry leader for software adoption and change management, providing an on-demand library of searchable resources.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

BACKGROUND: (CONT'D)

The content is presented as short video clips and static PDF files that are kept current with any changes made to the Microsoft product line. These services and products are proprietary and work in conjunction with Microsoft FastTrack services, as part of the Department's overarching tools and training suite the project is utilizing to migrate users from Notes to Office 365 Outlook.

Of the products considered, Brainstorm's QuickHelp was chosen for, amongst other things, their long-standing working relationship and ability to integrate directly with Microsoft. The Health Services Information Technology unit first procured QuickHelp from this contractor in May 2018. Contract #23-728 will allow for the formal execution of a Master Service Agreement between the parties for which execution was delayed due to the negotiation of terms between the parties. The Master Service Agreement contains mutual indemnification obligating the County to indemnify Brainstorm for any third party claims that may be asserted alleging the County has infringed any intellectual property rights by providing County data to Brainstorm.

Approval of this new contract #23-728 allows the contractor to provide services through June 14, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Master Service Agreement will not be executed between the parties.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Amendment to Purchase Order with ASD Healthcare

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute an amendment to Purchase Order #21486 with ASD Healthcare, to increase the payment limit by \$300,000 for a new payment limit of \$795,000 for the purchase of Remdesivir for Contra Costa Regional Medical Center patients with no change in the original term of January 1, 2021 through December 31, 2021.

FISCAL IMPACT:

Approval of this purchase order amendment will result in \$300,000 of additional annual expenditures and will be funded by 100% the American Rescue Plan Act (ARPA) allocations.

BACKGROUND:

Contra Costa Regional Medical Center Pharmacy Department has been purchasing Remdesivir for the treatment of COVID-19 patients at Contra Costa Regional Medical Center from ASD Healthcare. ASD Healthcare is the only Federal Government authorized distributor.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order amendment is not approved, we will not be able to purchase Remdesivir which is needed for treating Contra Costa Regional Medical Center COVID-19 patients causing a negative impact in the health of the patients.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5101

cc: Marcy Wilhelm, Irene Segovia



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #27-565-23 with DocuStream, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-565-23 with DocuStream, Inc., a corporation, in an amount not to exceed \$1,100,000, to provide consultation and technical assistance in regard to electronic claims processing services, and to license related Software to the County, for Contra Costa Health Plan (CCHP) and Behavioral Health Services Division (BHSD) for the period November 1, 2021 through October 31, 2022.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,100,000 and is funded by 80% CCHP Enterprise Fund II and 20% Mental Health Services Act. (No rate increase)

BACKGROUND:

This contractor provides consulting and technical assistance with regard to claims processing including scanning, storage, encryption, retrieval and form destruction. This contractor will ensure that all claims submitted to CCHP for payment are accurate and meet the Quality Measures for Encounter Data (QMED). This contractor will process claims to extract data and format data for transmission to CCHP and

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

maintain an alternate eligibility database to match insured ID's against known flaws in the Medical and Medi-Cal data files. This contractor has been providing consultation and technical assistance in regard to electronic claims processing services to the County since November 2003.

On October 13, 2020, the Board of Supervisors approved Contract #27-565-22 with DocuStream, Inc., in an amount not to exceed \$1,100,000 to provide claims processing services including, scanning, storage encryption and retrieval for the period November 1, 2020 through October 31, 2021.

Approval of Contract #27-565-23 will allow this contractor to continue to provide claims processing to CCHP and BHSD through October 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP and BHSD will not receive electronic claims processing services from this contractor. Providers may experience delays in payment and CCHP may be out of compliance and subject to sanctions and civil penalties per California and Federal law.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Purchase Order with First Databank, Inc. MedKnowledge Licenses and Support

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Health Services Department, to execute an Eighth Amendment to License Agreement with First Databank Inc. and a Purchase Order in an amount not to exceed \$632,468, to renew MedKnowledge software licenses and support for the period of July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

Approval of this contract will result in expenditures of up to \$632,468 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Since 2011, Contra Costa Health Services (CCHS) has utilized the First Databank, Inc. drug ordering knowledge database (MedKnowledge) and software for physicians to quickly look-up and order drugs for patients. This renewal is being retroactively amended to July 1st, 2021 due to the length of time it took to receive electronic copies from the vendor. To prevent this moving forward, First DataBank has been notified not to send renewal documents by mail and instead send them to Health Services electronically, three months prior to expiration.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8700

cc: Nick Hammel, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, CCHS physicians will not have access to this drug ordering database and software when prescribing medication to County clients.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Purchase Order for Proofpoint Email Security Software

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with NTT America, Inc., in an amount not to exceed \$729,481 for the purchase of Proofpoint email protection software and services and support for the period from July 7, 2021 through September 30, 2024. This purchase order will be using the General Terms and Conditions, and Proofpoint Security Products Exhibit approved by the board on September 7, 2021.

FISCAL IMPACT:

Approval of this purchase order will result in budgeted expenditures of up to \$729,481 for a three year period and will be funded by 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

Proofpoint email protection software stops malware and non-malware threats such as impostor email. Proofpoint software protects Health Services Department systems and data against advanced threats and compliance risks, and also allows for sending encrypted email for protection of sensitive data. This purchase increases the number of licenses while adding Browser isolation (clicking of email links do not execute on local computer),

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

cc: Marcy Wilhelm, Patrick Wilson

BACKGROUND: (CONT'D)

Targeted Attack Protection for all users, and Cloud Account Defense which automates the removal of malicious emails if/when found in Microsoft Office 365 environment. The County is party to an existing General Terms and Conditions agreement and Proofpoint Security Products Exhibit signed September 7th, 2021 with Proofpoint, Inc. that governs the license and support of the software.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order renewal is not approved, the Department will not be able to pay for continuance of email protections and support which reduces the security of the health services network.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Contract #24-681-82(17) with Modesto Residential Living Center, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-681-82(17) with Modesto Residential Living Center, Inc., a corporation, in an amount not to exceed \$306,567, to provide augmented board and care services for the period from September 1, 2021 through August 31, 2022.

FISCAL IMPACT:

This contract will result in contractual service annual expenditures of up to \$306,567 and will be funded as budgeted by the department by 51% Mental Health Realignment and 49% Mental Health Services Act. (No rate increase)

BACKGROUND:

The Behavioral Health Services Department has been contracting with Modesto Residential Living Center, Inc., since September 1, 2007 to provide augmented board and care services for mentally ill adults.

This contract meets the social needs of the County's population by augmenting room and board and providing twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

On July 14, 2020, the Board of Supervisors approved Contract #24-681-82(14) with Modesto Residential Living Center, Inc, in an amount not to exceed \$231,012, to provide augmented board and care services for mentally ill adults, through August 31, 2021.

On September 8, 2020, the Board of Supervisors approved Contract Amendment Agreement #24-681-82(15) with Modesto Residential Living Center, Inc, to increase the payment limit by \$75,555, from \$231,012 to a new payment limit of \$306,567, with no change in the term of September 1, 2020 through August 31, 2021.

In January 2021, the County Administrator approved and Purchasing Services Manager executed Administrative Amendment Agreement #24-681-82(16) with Modesto Residential Living Center, Inc, to correct the monthly payment limit from \$19,251 to the intended \$25,668 per month with no change in the contract payment limit of \$306,567 or term of September 1, 2020 through August 31, 2021.

On September 7, 2021 the renewal of this contract (Item C.115) was removed from the consent calendar at the request of a community stakeholder due to alleged complaints that had been filed with Community Care Licensing (CCL). Behavioral Health subsequently reviewed CCL complaints of this facility with 100 beds. The Division is aware that complaints do arise from time to time, with facilities serving clients with complex behavioral health needs, that may require attention from the operator. The Division feels the nature of the complaints are consistent with what other programs experience and staff report positive interactions with the provider. Additionally, this facility is one of a limited number that are willing to accept clients with physical co-morbidities and as such fill an important role. In light of this review and the services provided by Modesto Residential Living Center, the Division requests to continue the relationship with this provider and approval of this contract.

Approval of Contract #24-681-82(17) will allow the contractor to continue to provide augmented board and care services through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to provide augmented board and care services to mentally ill adults in Contra Costa County through this contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: September 21, 2021

Subject: APPROVE and AUTHORIZE the Chief Information Officer to execute a consulting services agreement with CSI Telecommunications, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a consulting services agreement with CSI Telecommunications, Inc. in an amount not to exceed \$750,000 to provide professional services for the design of a new communications tower, equipment shelter, and site to replace the tower at the 651 Pine Street Building Complex, for the period of July 1, 2021 through June 30, 2023.

FISCAL IMPACT:

The cost for this agreement is funded with General Fund Capital Reserves.

BACKGROUND:

The Board at its meeting of December 8, 2020 authorized the County Administrator to direct the Chief Information, Department of Information Technology (DoIT), to relocate the telecommunications infrastructure located in and on the 651 Pine Street Building Complex due to the upcoming demolition of the structure. The

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 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)

services provided by the consultant under this consulting services agreement include designing the new communications tower and equipment shelter, surveying the new site for the radio/microwave tower, performing geotechnical analysis, providing civil engineering plans, including a detailed site layout, grading and grounding plans, shelter and tower positions and utility layouts, suggesting road improvements, providing power requirements, filing or modifying County Federal Communications Commission licenses as well as numerous other activities to ensure that the public safety radio equipment and frequencies are working to maximum capacity.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, DoIT will not have the resources to relocate the communications tower and will impede the plans for the demolition of the 651 Pine Street building.

CHILDREN'S IMPACT STATEMENT:



**Contra
Costa
County**

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: September 21, 2021

Subject: APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Chief Information Officer, DoIT, to issue a Purchase Order to Thermo Bond Building, LLC.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent on behalf of the Chief Information Officer, Department of Information Technology, to issue a Purchase Order to Thermo Bond Buildings, LLC, in an amount not to exceed \$355,000 to provide a concrete equipment shelter for the Carquinez Tower Project.

FISCAL IMPACT:

The cost for this purchase is funded through General Fund Capital Reserves.

BACKGROUND:

The Board at its meeting of December 8, 2020 authorized the County Administrator to direct the Chief Information Officer, Department of Information Technology, to relocate the telecommunications infrastructure located in and on the 651 Pine Street Building Complex due to the upcoming demolition of the structure. The new communications tower,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Laura Cassell, Deputy

Contact: Marc Shorr,
925-608-4071

cc:

BACKGROUND: (CONT'D)

which will be located at the Carquinez site will need a shelter to house critical communications equipment, including air conditioning and heating units, a generator, electrical panels, alarm system and internal and external lighting systems needed to render the communications tower operational. This vendor will build and ship a comprehensive 12' x 9' concrete equipment shelter to house the necessary equipment.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase is not approved, the communications tower will not be fully operational.

CHILDREN'S IMPACT STATEMENT:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 21, 2021

Subject: Purchase Order with Producers Dairy Foods, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Employment and Human Services Department, to execute a blanket purchase order with Producers Dairy Foods, Inc., in an amount not to exceed \$400,000, to provide fresh dairy food products for the Community Services Bureau Food Services Division for the period July 1, 2021 through June 30, 2025.

FISCAL IMPACT:

Purchase order #010113 will be executed in an amount not to exceed \$400,000: The purchase order will be funded 50% by Federal Administration for Children and Families and 50% by State California Department of Education, with no County match. CFDA #93.600.

BACKGROUND:

The Employment and Human Services Department, Community Services Bureau, utilizes Producers Dairy Foods, Inc. to provide fresh dairy food products to the childcare centers operated by the department.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to offer fresh dairy food products for its childcare centers.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

CHILDREN'S IMPACT STATEMENT:

The Employment & Human Services Department Community Services Bureau supports three of Contra Costa County's Community outcomes- Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Acknowledge and Approve Board Action Pertaining to Contracted Services with Kaiser Foundation Health Plan, Inc.

RECOMMENDATION(S):

APPROVE and ACKNOWLEDGE that, by its terms, the contract between the County and Kaiser Foundation Health Plan, Inc., pertaining to healthcare services to Contra Costa County Health Plan Medi-Cal members enrolled in the Kaiser Foundation Health Plan, and initially approved by the Board on September 27, 2016 (Item C.34), with a maximum payment limit of \$600,000,000 will renew automatically every two years unless terminated by either party, notwithstanding a prior contract amendment with a termination date of September 30, 2021.

FISCAL IMPACT:

This action will result in no additional contractual expenditures.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network since October 1, 2004, providing health care services for CCHP Medi-Cal recipients.

On September 27, 2016 (Item C.34), the Board of Supervisors approved Contract #27-277-20 with Kaiser Foundation Health Plan, Inc., in an amount not to exceed \$600,000,000

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

to provide health care services for Medi-Cal recipients enrolled in the Kaiser Foundation Health Plan, for the period from October 1, 2016 through September 30, 2019.

On July 10, 2018 (Item C.77), the Board of Supervisors approved Contract Amendment Agreement #27-277-21, to add a delegation provision with no change in the payment limit of \$600,000,000 or term of October 1, 2016 through September 30, 2019.

On September 9, 2019 (Item C.133), the Board of Supervisors approved Contract Amendment/Extension Agreement #27-277-22, to extend the term from September 30, 2019 to September 30, 2021, with no change in the payment limit of \$600,000,000, to allow the contractor to continue to provide additional Medi-Cal services to Medi-Cal members enrolled in the Kaiser Health Plan through September 30, 2021.

This Board Order clarifies the incorrect term language as previously approved by the Board on September 27, 2016, July 10, 2018, and September 10, 2019 to correct the term to match the agreement so it will automatically be renewed for successive two-year periods, until such time it is terminated by either party.

CONSEQUENCE OF NEGATIVE ACTION:

If the recommendation is not approved, the prior Board action will stand and will be inconsistent with the contract term agreed upon in the original contract from 2016.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 21, 2021

Subject: FY 2020/21 Consolidated Annual Performance and Evaluation Report to the U.S. Department of Housing and Urban Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE submission of the County's FY 2020/21 Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the following federal programs: Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP).

FISCAL IMPACT:

No fiscal impact. This action seeks to approve the year-end performance report for the FY 2020/21 CDBG, HOME, ESG, HOPWA and NSP programs administered by the County. CFDA Nos.: CDBG - 14.218; HOME - 14.239; ESG - 14.231; HOPWA - 14.241; NSP - 14.218.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Jaelyn Tummings,
925-655-2886

cc:

BACKGROUND:

Consolidated Annual Performance and Evaluation Report (CAPER): The Housing and Community Development Act of 1974, as amended, requires all CDBG and HOME entitlement jurisdictions to prepare and submit a CAPER (Attachment A) to the U.S Department of Housing and Urban Development (HUD) by September 30th of each year. The CAPER provides the County and interested stakeholders with an opportunity to evaluate the progress in carrying out priorities and objectives contained in the County's five-year Consolidated Plan and annual Action Plan. HUD uses the CAPER to evaluate whether: (1) the County has carried out projects/programs as described in its Consolidated Plan and annual Action Plan; (2) the CDBG, HOME, ESG, NSP, and HOPWA assisted activities are eligible and meet a national objective, and if expenditures meet certain statutory requirements; and (3) the County has demonstrated a continuing capacity to carry out its HUD funded programs.

The basic elements of the CAPER are the following: summary of resources and expenditures, programmatic accomplishments, status of actions taken during the year to implement objectives contained in the Consolidated Plan, and evaluation of progress made during the year in addressing identified priority needs and objectives.

Highlights of the FY 2020/21 CAPER include the following:

- The County received approximately \$9.2 million in FY 2020/21 CDBG, HOME, HOPWA, ESG funds for use in accomplishing housing and non-housing community development objectives.
- The County expended \$6.55 million on approved projects and programs (expenditures were for projects funded in previous and current years).
- The County continued to meet HUD's requirements related to spending CDBG and HOME funds in a timely manner.
- For each dollar of the County federal funds spent for projects that were completed during the year, \$11.69 was leveraged from other federal, State, local, and private resources.
- Over 33,000 lower income persons/families were served through public service programs.
- 11 lower income people were placed in jobs through Economic Development programs.
- 324 businesses were assisted through Economic Development programs.
- 2 Infrastructure/Public Facilities projects were completed.
- 46 rental housing units were constructed for low income households including 2 HOPWA units.
- 118 rental housing units were constructed for low income seniors.
- 14 owner-occupied homes were rehabilitated.
- 617 low income renters received services and/or financial assistance to prevent them from being homeless or to quickly regain housing following an episode of being homeless.

In addition, the County received additional funds from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), to add approximately \$7.02 million in Community Development Block Grant-Coronavirus (CDBG-CV) funds and \$10.6 million in Emergency Solutions Grant-Coronavirus (ESG-CV) funds, for use in accomplishing housing and non-housing community development objectives in response to COVID-19. The County is still expending those additional resources and staff anticipates expenditure of those funds to continue through June 30, 2022. As of June 30, 2021, the additional funds have assisted in providing the following to address the impacts of COVID-19:

- 6,279 lower income persons/families were aided in Food Security
- 26 microenterprises were awarded grants
- 491 low-income renters received financial assistance to prevent them from being homeless during the pandemic

CONSEQUENCE OF NEGATIVE ACTION:

The County cannot submit the CAPER without Board approval, which would jeopardize future HUD funding.

CHILDREN'S IMPACT STATEMENT:

The project/programs funded with CDBG, HOME, ESG, HOPWA, and NSP funds support one or more of the following children's outcomes: (1) Children Ready for and Succeeding in School; (2) Children and Youth Healthy and Preparing for Productive Adulthood; (3) Families that are Economically Self Sufficient; (4) Families that are Safe, Stable and Nurturing; and (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

Attachment A: Draft 2020/21 CAPER

CONTRA COSTA COUNTY FY2020/21 CAPER

(Consolidated Annual Performance & Evaluation Report)



COMMUNITY DEVELOPMENT BLOCK GRANT
HOME INVESTMENT PARTNERSHIPS ACT
EMERGENCY SOLUTIONS GRANTS
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
NEIGHBORHOOD STABILIZATION PROGRAM

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CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Housing and Community Development Act of 1974, as amended, requires all Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program entitlement jurisdictions to prepare and submit a Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) by September 30 of each year. The CAPER provides the County and interested stakeholders with an opportunity to evaluate the progress in carrying out priorities and objectives contained in the County's five-year Consolidated Plan and annual Action Plan.

- Over 33,000 low/moderate-income persons/families were served through the County funded public service programs
- 11 low/moderate-income people were placed in jobs through the County funded economic development programs
- 324 businesses were assisted through micro-enterprise assistance programs
- 2 infrastructure/public facilities projects were completed within low/moderate-income neighborhoods
- 46 rental housing units were constructed and occupied by low-income households including 2 HOPWA units
- 118 rental housing units were rehabilitated and occupied by low-income households
- 14 low/moderate-income owner-occupied homes were rehabilitated
- 617 low-income renters received assistance to prevent them from becoming homeless or to help them quickly regain housing following an episode of being homeless
- 6,279 lower income persons/families were aided in food security.
- 26 microenterprises were awarded grants to assist businesses in working through the COVID-19 pandemic.
- 491 low-income renters received financial assistance to prevent them from being homeless during the COVID-19 pandemic.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

DRAFT

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
AH-1 New Construction of Affordable Rental Housing	Affordable Housing	CDBG: \$ / HOME: \$ / ESG: \$ / HOPWA: \$1,054,665	Rental units constructed	Household Housing Unit	125	137	109.60%	135	33	24.44%
AH-1 New Construction of Affordable Rental Housing	Affordable Housing	CDBG: \$ / HOME: \$ / ESG: \$ / HOPWA: \$1,054,665	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	
AH-2 Homeownership Opportunities	Affordable Housing	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Homeowner Housing Added	Household Housing Unit	20	12	60.00%	42	0	0.00%
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3560				

AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Rental units rehabilitated	Household Housing Unit	125	266	212.80%	229	90	39.30%
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Homeowner Housing Rehabilitated	Household Housing Unit	75	102	136.00%	17	14	82.35%
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Housing for Homeless added	Household Housing Unit	0	0				
AH-3 Maintain and Preserve Affordable Housing	Affordable Housing Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / ESG: \$0 / HOPWA: \$0	Housing for People with HIV/AIDS added	Household Housing Unit	0	0				
AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Rental units constructed	Household Housing Unit	50	0	0.00%			

AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Rental units rehabilitated	Household Housing Unit	30	0	0.00%			
AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	Housing for People with HIV/AIDS added	Household Housing Unit	12	0	0.00%			
AH-4 New Supportive Housing - Special Needs	Affordable Housing Homeless Non-Homeless Special Needs	CDBG: \$ / HOME: \$ / HOPWA: \$	HIV/AIDS Housing Operations	Household Housing Unit	0	0				
CD-1 General Public Services	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25,000	86,844	347.38%	5,000	19,711	394.22%
CD-1 General Public Services	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Homeless Person Overnight Shelter	Persons Assisted	0	0				

CD-2 Non-Homeless Special Needs Population	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6,740	35,017	519.54%	1,348	10,464	776.26%
CD-3 Youth	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4,300	11,479	266.95%	860	3,198	371.86%
CD-4 Fair Housing	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	194	97.00%	40	0	0.00%
CD-5 Economic Development	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	80	1400	1,750.00%	16	436	2,725.00%

CD-5 Economic Development	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Jobs created/retained	Jobs	8	8	100.00%	2	3	150.00%
CD-5 Economic Development	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Businesses assisted	Businesses Assisted	300	784	261.33%	60	177	295.00%
CD-6 Infrastructure/Public Facilities	Non-Housing Community Development	CDBG: \$ / HOME: \$0 / ESG: \$0 / HOPWA: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	17,7535	7,101.40%	500	13,2017	26,403.40%
CD-7 Administration	General Administration of the CDBG, HOME, ESG, and HOPWA Programs	CDBG: \$ / HOME: \$ / ESG: \$ / HOPWA: \$	Other	Other	4	4	100.00%	4	0	0.00%

H-1 Housing & Supportive Services for the Homeless	Affordable Housing Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$0	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	18,398		3,200	1,047	32.72%
H-1 Housing & Supportive Services for the Homeless	Affordable Housing Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$0	Homeless Person Overnight Shelter	Persons Assisted	1,400	1,148	82.00%	0	0	
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	14,327		0	918	
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	150	135	90.00%	30	0	0.00%
H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$	Homelessness Prevention	Persons Assisted	140	82	58.57%	30	0	0.00%

H-2 Prevention Services for Homeless	Homeless	CDBG: \$ / HOME: \$0 / ESG: \$ / HOPWA: \$	Housing for People with HIV/AIDS added	Household Housing Unit	100	0	0.00%			
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

DRAFT

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All of the County's HOME Investment Partnerships Program (HOME), Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG), and Housing Opportunities for Persons With AIDS (HOPWA) funding sources address the priorities and specific objectives identified in the FY 2020/2025 Consolidated Plan. All of the funded activities meet at least one of the highest priority needs identified in the Consolidated Plan.

The County has made significant progress in meeting the goals and objectives contained in the Five-Year Consolidated Plan. During FY 2020/21, CDBG-funded public service projects provided a wide range of social services to over 33,000 Urban County residents and households, including the homeless, mentally and physically disabled, seniors, victims of domestic violence, and other special needs populations. Economic development programs offered training and placement services for 11 lower income persons and assisted with the creation and expansion of 324 microenterprises/small businesses. There were five Infrastructure/Public Facilities projects completed in FY 2020/21 that created a variety of infrastructure and accessibility improvements.

DRAFT

DRAFT

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).
91.520(a)

	CDBG	HOME	ESG
White	11,160	8	2,430
Black or African American	5,436	11	1,864
Asian	3,094	3	98
American Indian or American Native	220	0	643
Native Hawaiian or Other Pacific Islander	294	0	113
Total	20,204	22	5791
Hispanic	2,746	7	1,021
Not Hispanic	17,458	15	4,770

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The County requests that sub-grantees/subrecipients collect race and ethnicity information using nine different categories in addition to Hispanic ethnicity. The figures above do not take into account mixed-race categories. For a complete view of the race/ethnicity demographic information of the residents/beneficiaries served by the various CDBG/HOME/ESG/HOPWA funded projects and programs, please see the project/program tables in Attachment B.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	6,469,935	6,256,400
HOME	public - federal	3,671,988	1,806,691
ESG	public - federal	394,663	455,581
Other	public - federal	1,264,955	244,405

Table 3 - Resources Made Available

Narrative

The "Resources Made Available" includes the current year grant allocation, program income, returned or recaptured funds and prior year unexpended funds. The amount expended during program year 2019/20 includes funds expended on completed projects/activities and on projects/activities that are underway but not yet completed.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Contra Costa County	100	100	Countywide

Table 4 – Identify the geographic distribution and location of investments

Narrative

The Contra Costa County HOME Consortium area is comprised of the unincorporated areas and incorporated cities/towns of the County. In terms of geographic distribution of investment of HOME funds, HOME housing activities will go towards all eligible areas of the HOME Consortium area to benefit low-income households.

Contra Costa County also receives an allocation of CDBG funds from HUD to benefit residents of the Urban County. The Urban County area is comprised of all the unincorporated areas and incorporated cities/towns of the County, minus the Cities of Antioch, Concord, Pittsburg, and Walnut Creek. These four cities receive their own allocation of CDBG funds from HUD and therefore are not part of the Urban County area. In terms of specific geographic distribution of investments, infrastructure improvements and public facilities were focused primarily in areas with concentrations of low- to moderate-income populations within the Urban County area. Investments in CDBG housing activities occur in any Urban County area.

Contra Costa County also receives an allocation of ESG funds from HUD. The ESG area for the County is the Urban County area (similar to the County's CDBG Urban County area explained above). In terms

of geographic investment of ESG funds, ESG funds were distributed throughout the Urban County to provide assistance to the homeless population or those at risk of becoming homeless who are within the Urban County area of Contra Costa County.

Contra Costa County is also a sub-grantee to the City of Oakland (Alameda County) for the HOPWA program. Contra Costa County's HOPWA area is the entire County unincorporated areas and incorporated cities/towns of the County.

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

For each dollar spent in County federal funds for projects that were completed during the program year, \$11.40 was leveraged in other federal, State, local, and private resources. The 100 percent ESG matching requirements were met through other federal (non-ESG), State, local, and private resources. The 25 percent HOME Program match requirement was exceeded through non-federal resources and the excess will be carried over for the next federal fiscal year.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	45,017,147
2. Match contributed during current Federal fiscal year	343,088
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	45,360,235
4. Match liability for current Federal fiscal year	560471
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	44,799,764

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
17-05-HSG(Antioch Scattered Site Renovations)	FY 2020/21	0	343,088	0	0	0	0	343,088

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
113,308	497,090	49,709	0	558,689

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	26,045,416	0	0	0	0	26,045,416
Number	4	0	0	0	0	4
Sub-Contracts						
Number	139	0	2	3	10	124
Dollar Amount	18,258,261	0	773,178	3,757,691	1,078,022	13,349,370
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	26,045,416	0	26,045,416			
Number	4	0	4			
Sub-Contracts						
Number	139	11	128			
Dollar Amount	18,258,261	1,675,724	16,582,538			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

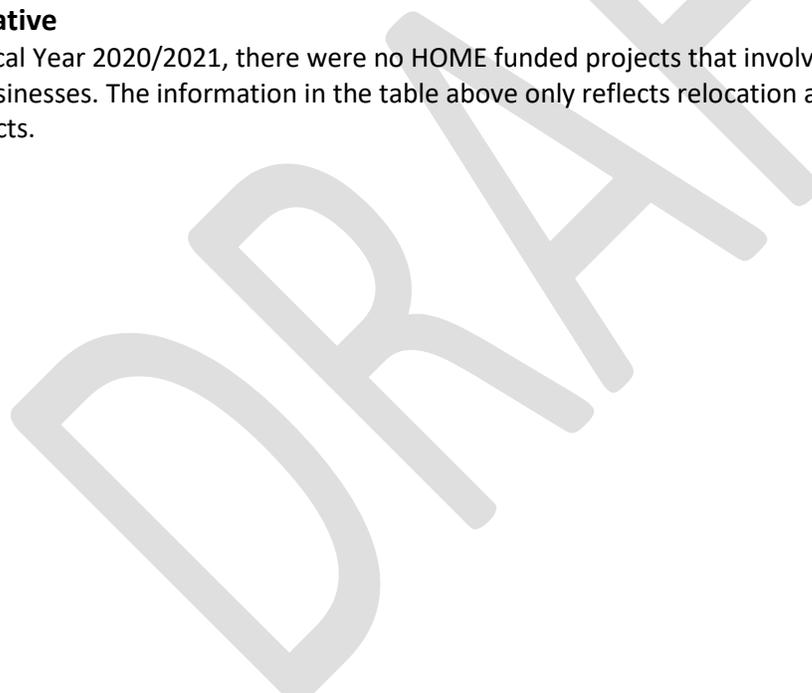
Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired		0		0		
Businesses Displaced		0		0		
Nonprofit Organizations Displaced		0		0		
Households Temporarily Relocated, not Displaced		0		0		
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

Narrative

In Fiscal Year 2020/2021, there were no HOME funded projects that involved the relocation of tenants or businesses. The information in the table above only reflects relocation activities for HOME funded projects.



CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	287	16
Number of Special-Needs households to be provided affordable housing units	6	18
Total	293	

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	31	18
Number of households supported through Rehab of Existing Units	175	8
Number of households supported through Acquisition of Existing Units	87	0
Total	293	

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During FY 2020/21, Contra Costa continued to make progress toward meeting its affordable housing goals. There are also several developments currently under construction or will be commencing construction in the coming months. In measuring the County's accomplishments, it must be noted that the majority of funded housing projects are complex, involving new construction or acquisition and rehabilitation of multifamily housing and requiring multiple funding sources. In general, these projects require two to five years from initial development planning to completion and occupancy. In order to facilitate the ability of the project sponsor to obtain additional funding from other sources (e.g., LIHTCs and State programs), the County often commits resources relatively early in the process. Therefore, the number of units funded and completed with current resources is often less than the number funded and in development.

Antioch Renovations, Carena Development, and Saint Paul’s Commons both closed out during this fiscal year. Construction of Heritage Point is complete and lease-up and closing activities are in process. Hacienda Apartments and Veteran’s Square both commenced construction during FY 2020/21.

Discuss how these outcomes will impact future annual action plans.

The development schedule of the above listed projects will not impact future annual action plans. The progress and completion information will be reported in future CAPERs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	4	11
Low-income	7	21
Moderate-income	6	2
Total	17	34

Table 13 – Number of Households Served

Narrative Information

In FY 2020/21, the following housing activities were accomplished with the disbursement of HOME/CDBG/HOPWA funds:

- 14 owner-occupied homes were rehabilitated with CDBG funds as part of the Neighborhood Preservation Program. Of these 14 homeowners, 4 were extremely low income (30%), 7 were low income (50%), and 3 were moderate income (80%).
- 46 rental housing units (the Saint Paul’s Commons project) were constructed with the assistance of HOME funds, 18 of which are HOME-assisted and are reported above. In addition, the project was funded with HOPWA funds with 2 HOPWA units.
- 56 rental housing units (the Antioch Renovations project) were rehabilitated with with the assistance of HOME funds, 8 of which are HOME-assisted and are reported above.
- 65 rental housing units (the Carena Development project) were rehabilitated with the assistance of HOME funds, 8 of which are HOME-assisted and are reported above.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Contra Costa Continuum of Care uses a number of strategies to reach out to unsheltered persons experiencing homelessness and assess their individual needs, including direct outreach and marketing, the use of phone-based services including the 211 line, marketing in other languages (e.g., Spanish), making physical and virtual locations accessible to those with disabilities, and collaborating with local law enforcement.

All persons experiencing homelessness who are interested in housing receive a VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) assessment, the common assessment tool being used by the Contra Costa Coordinated Entry System to prioritize those with the highest levels of chronicity and acuity for available housing resources and services. Persons are also referred to CARE (Coordinated Assessment Resource) Centers to access services for basic needs, case management, housing navigation, and health care.

Outreach Services: As a part of the Contra Costa Coordinated Entry System, CORE (Coordinated Outreach, Referral and Engagement) Teams serve as an entry point into the homeless system of care, providing both day and evening outreach resources and services to encampments and service sites. The outreach teams seek out individuals on the street and in encampments and provide clients with access to food and shelter, and to integrated health, mental health and substance abuse services. This year outreach included a survey and special count of unsheltered and sheltered homelessness in the region through the County homeless Continuum of Care's annual Point-In-Time Count. This year the County utilized CORE teams and local service providers to support outreach for the U.S. Census, which will ensure the County receives funding for all residents, which may allow for improvements in service and housing available for people experiencing homelessness in the area.

Health Care for the Homeless: In addition to providing direct medical care, testing and immunization services, the County-funded Health Care for the Homeless Program uses its mobile healthcare van for outreach. The bilingual Healthcare for the Homeless Team assesses client's needs, provides social support, and links clients to appropriate services and programs, including mental health and substance abuse programs, Medi-Cal, the County's Basic Adult Care program, and the Covered California healthcare insurance exchange. Healthcare for the Homeless also partners closely with the CORE outreach teams to provide care to people without shelter or housing.

Impacts of COVID-19: This year during the COVID-19 pandemic, outreach and assessments were severely impacted as it was not physically possible to engage with people experiencing homelessness in

the same ways to protect the health and safety of unsheltered and temporarily sheltered clients and homeless services staff. Congregate facilities such as CARE and Warming Centers that are often used by unsheltered persons, were temporarily closed under orders of the County Health Officer. While the County did deploy outreach teams, the type and content of the outreach shifted to include ensuring those who were unsheltered received personal protective equipment, hygiene and sanitation training and supplies, and that necessary resources and services such as food and healthcare access continued with modifications. The County and local governments also provided increased access to handwashing stations, port-o-potties, showers, and laundry. Healthcare for the Homeless mobile services and other mobile services were well suited to adapt to changing conditions and were able to continue service. Other new and continuing mobile services included hygiene stations, portable toilets, handwashing stations, and mobile laundry and shower facilities.

Addressing the emergency shelter and transitional housing needs of homeless persons

During Fiscal Year 19-20 (July 1, 2019 to June 30, 2020) there were 8,410 people served in programs for people experiencing homelessness (making up 7,139 households). There has been a 43% five-year increase in the number of households served in programs for people experiencing homelessness (from 4,989 in 15-16 to 7,139 in 2019-20).

Crisis services, including emergency shelter and transitional housing, are a critical component of the Contra Costa Coordinated Entry System. For individuals and families experiencing a housing crisis that cannot be diverted, CORE Teams and CARE Centers make referrals to over 900 emergency shelter and transitional housing beds throughout Contra Costa County. In keeping with a Housing First approach, the goal of Contra Costa's crisis response system is to provide immediate and easy access to safe and decent shelter beds, when available, to the most vulnerable unsheltered people, including those that are chronically homeless, with the housing-focused goal of re-housing people as quickly as possible. Contra Costa CoC has established system-level performance measures for emergency shelter, including reducing the average length of stay increasing exits to permanent housing and increasing non-returns to homelessness.

For FY 2019/20, CDBG funds were awarded to Concord's Adult Emergency Shelter to provide shelter and case management services to homeless adults. Upon entry to the shelter, each resident is assigned a case manager to assist the individual in determining an appropriate service plan that will help them regain housing as soon as possible. The shelters are part of Contra Costa County's Continuum of Care and enables individuals and families the opportunity to work on stabilizing their lives and moving toward a permanent housing solution.

HUD CoC Program Funding: Under HUD's 2019 CoC Program NOFA, the County CoC obtained an award \$16,665,017, the majority of which supports funding for outreach, rental assistance, and housing navigation and placement into permanent and permanent supportive housing for the most vulnerable, including seniors, chronically homeless individuals, and for survivors of domestic violence and their children.

Impacts of COVID-19: While transportation and indoor congregate shelter facilities were severely limited, the County with support from federal, state, and local funding were able to shift resources to make indoor noncongregate facilities (such as hotels) available to persons most vulnerable to the disease before expanding those services to others. The County continues working with the community, including the Council on Homelessness, to use data driven processes to develop a COVID Recovery Plan, with specific strategies and objectives of reopening shelters safely, leveraging new and existing noncongregate shelters for medium and long term emergency shelter capacity, increasing permanent housing opportunities to reduce emergency shelter utilization and overall homelessness, and coordinating prioritization and system procedures to ensure longterm housing stability and system capacity for disaster and inflow impacts.

State ESG Funding: The State, in consultation with HUD, redesigned its ESG Program prior to the 2016 Program Year. The redesign intended to accomplish the following: align State ESG with local entities' ESG programs and HUD goals; increase coordination of State ESG investments with local homelessness systems and investments; invest in the most impactful activities, based on key performance goals and outcomes; shift from an intensive provider competition, in which local providers competed for State ESG funds with other local providers and providers throughout the State, to a much more local competition and where the administration of the program is streamlined; and improve geographic distribution of funding. Under this program design, the State established a dedicated CoC allocation and simplified process available to California communities that are able to administer ESG locally. Under this process, eligible local government entities can act as Administrative Entities (AE) of State ESG funds in furtherance of these goals. In 2016, HCD began distributing funding to Continuum of Care Service Areas (or Service Areas) through two allocations: Continuum of Care Allocation for Service Areas that contain a city or county that receives ESG directly from HUD; and the Balance of State Allocation for Service Areas that do not contain a city or county that receives ESG directly from HUD. The County's Department of Conservation and Development (DCD) receives ESG funds directly from HUD to administer the County's own ESG Program, so it is an eligible local government entity that can act as an AE of State ESG funds under the State's program. On March 30, 2016, the State approved DCD as an AE to administer State ESG funds on behalf of the State for the County's CoC Service Area, which includes all of Contra Costa County, with emphasis toward households/residents of the cities of Antioch, Concord, Pittsburg, and Walnut Creek, as required by the State ESG regulations. The other cities in the County, including Richmond, are part of the Urban County and are therefore served the County's direct ESG grant.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Contra Costa CoC has implemented a triage tool used by 211 and other crisis service entry points into our system to identify clients on the brink of homelessness and connect them to prevention, mainstream services, and diversion services. In 2019 the CoC also implemented rapid resolution services

to assist clients at the system access points move towards early alternate stable housing options and reduce inflow and length of time in the homeless system. In 2020 rapid resolution services, which also includes landlord-tenant mediation, was scaled to allow all service providers to use those strategies to help clients at any stage. Rapid Resolution services have also been paired successfully with the CoC's flexible housing pool (Housing Security Fund), to provide financial assistance that may be necessary to secure those alternate housing options, including short term rental assistance and utility arrears.

Clients are connected to prevention services throughout the County's Coordinated entry system via the telephonic system (211) and also connect directly to several other prevention providers. 1,106 households were served in prevention programs during FY 19-20. Three-quarters (74%) of people in prevention programming exited to permanent housing; 8% of households in prevention programming exited to a temporary setting; 7% exited to homelessness. Work is currently underway to enhance integrations of prevention and diversion services into the homeless CoC, including use of coordinated entry system, data collection and storage, broader access among providers and populations to the local flexible housing use fund, and potentially a regional approach to prevention services and funding.

Season of Sharing provides \$900k annually in temporary financial assistance (emergency rent payments, utilities, & other aids to prevent homelessness) for families in crisis. Discharge planning w/hospitals, mental health, substance abuse treatment, corrections & foster care systems also help to reduce first time homelessness. Federal Emergency Solutions Grants and Supportive Services for Veteran Families funding are also available in the County and accessible through 211 to provide prevention and rental assistance support to persons at risk of homelessness.

There is significant cross system collaboration including with hospitals and clinics, Department of Probation, law enforcement, and the Office of the Public Defender. H3 and other CoC partner agencies work closely with those systems, agencies and the County Employment and Human Services Department to ensure affordable housing and social services are available to individuals who are at risk of discharge into homelessness or unstable housing. H3 is working to strengthen other partnerships and collaborative projects, including with foster care system and workforce development services. CORE outreach teams are often bridging across these systems on the ground and working closely with a variety of providers to connect vulnerable populations to the available resources.

Veterans: In cooperation with the local VA, Contra Costa's CoC has worked to increase its capacity to house and serve homeless veterans, including the distribution of HUD-VASH vouchers and rental assistance for permanent housing units provided to homeless veterans and their families under the Supportive Services for Veteran Families (SSVF) program. The County continues to work with the Contra Costa Public Housing Authority (PHA) and local affordable housing developers to maximize the inventory of affordable housing units to which formerly homeless clients can eventually transition. The Assistant to the Executive Director of the PHA serves on the Contra Costa CoC advisory board in the Housing Provider seat, and has consistently provided needed political support and commitment to gain approval of new affordable housing projects in the County.

Reducing Recidivism: The Contra Costa County's Health Services Department has integrated the County's Mental Health, Alcohol and Other Drug Services and Homeless Programs into a single

Behavioral Health Division that is able to address the mental health and substance abuse issues that are common barriers to long-term housing success for homeless individuals and families.

Impacts of COVID-19 pandemic: The CoC used system modeling and Homeless Management Information System (HMIS) data to identify any additional needs and costs of homelessness prevention and rapid resolution services in light of the pandemic and local factors, including the County-wide eviction moratorium. The CoC convened a series of public meetings during which a working group of the Council on Homelessness made recommendations in line with State and Federal funding and policy guidance to target resources toward permanent housing solutions, medium and long term rental assistance, and emergency shelter in response to the pandemic.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In sum, 16% of households exited to Permanent Housing during 19-20 FY; 44 of those households were housed in RRH, 352 in housing with other type of subsidy, and 769 housed without a subsidy.

The Contra Costa CoC uses the VI-SPDAT (which includes length of homelessness as measure of vulnerability) to help prioritize the most vulnerable people for available Permanent Supportive Housing. This process is used to prioritize individuals and families for Rapid Rehousing and permanent housing options, including Permanent Supportive Housing for individuals and families with high needs. Available housing is also prioritized for persons who have been homeless longest. The CoC and homeless services providers are committed to reducing length of time persons are homeless by reducing barriers to housing and services using a Housing First approach. The CoC also uses a robust housing navigation program to get people housing ready, obtain income, and obtain permanent housing placements in the community. 344 households were served in Housing Navigation during the 19-20 FY.

The CoC uses various data metrics to track, monitor and support decision making around homeless services and housing funding and policy. CoC-wide performance measures, tracked in HMIS, include reducing the average length of stay in emergency shelters, tracking chronicity, and number of permanent housing exits. The CoC has recently used system modeling to help identify strategies to right size the system and maximize existing resources, so more resources would be available to more people to promote faster more stable housing placements. However, Contra Costa's biggest challenge to reducing length of time homeless is lack of affordable housing stock and permanent ongoing funding to support stable housing in our high cost area for low, very low and extremely low income households.

Chronically Homeless: Chronically homeless consumers are generally the most difficult to move from the streets and back into housing. The county tracks chronicity in a By-Name List. One-third (34%) of households were chronically homeless. Chronic homelessness has increased 211% in five years (from

803 households in 15-16 to 2,496 households in 19-20). This large in-flow and low housing placements results in an increasing number on the monthly Chronic By-Name List. Despite the challenges in reaching and housing this population, local outreach teams and care providers continue to successfully engage with the chronically homeless population to begin the process of establishing and maintaining stable housing. In FY19/20 the County continued using funding from the HUD CoC-funded County project for High Utilizers of Multiple Systems (HUMS) pending the construction of microunits for the project participants. This allowed for chronically homeless high needs individuals to benefit from stable permanent housing even before the project building was complete.

Families with Children: In Contra Costa County, 13% (n=944 HH) of households were families with children in 19-20 FY; the number of family households has increased 34% in five years. Families experiencing a housing crisis who cannot be diverted are connected to crisis services and assessed for permanent housing using the Family VI-SPDAT. Using a Housing First approach, the CE Manager makes referrals to services and housing based on the prioritization to ensure the most vulnerable are first matched to resources that meet their needs. As of FY19/20 there are three large Rapid Rehousing projects dedicated to families with children. One of which, in partnership with the Employment and Human Services Department, functions as a primary method of ensuring families of color with children are housed at rates that exceed the proportion of people of color in the population while simultaneously operating as one of the highest performing projects in the system of care with fast placements and high housing stability rates.

Veterans: Veteran households made up 7% of all HH (n=525) in FY 19-20. Veterans had the lowest percent change of all populations with only 2% five-year increase (the overall population increased by 43%). As part of our involvement in the Built For Zero campaign, the Contra Costa CoC focused on improving connections between the Veteran and homeless systems of care by facilitating data sharing between programs to better assess the number of veterans being housed each month in the community. All CoC program-funded providers, including outreach teams, assess veteran eligibility using a standardized HMIS intake form and qualifying clients are referred to veteran services using the coordinated entry system and HMIS database. The CoC also uses a veterans "by name" list to identify veterans who are not yet connected to housing and to center monthly housing placement committee meetings with veteran providers on the needs and options for housing and services on those specific veterans.

Unaccompanied Youth: When foster youth age out of the foster care system, the County links them to the Independent Living Skills Program (ILSP). ILSP includes workshops that prepare youth for emancipation (money management, education, computer skills, home management, and social skills), employment assistance, non-McKinney-Vento housing and retention services, and an individualized transition plan out of foster care.

Reentry Population: Over the past two years, the CoC has developed and scaled multiple projects with criminal justice system agencies to connect people reentering the community after incarceration, with prevention and rapid resolution services, specialized housing navigation services and housing. The CoC also has a seat on the Council on Homelessness dedicated to criminal justice partners to ensure adequate consideration of the needs of this population and to enhance the system of care.

Impacts of COVID-19: The County used Federal and State guidance, including Federal Emergency Management Administration (FEMA) eligibility criteria to rapidly place and transition the most vulnerable populations, including chronically homeless, the elderly, and families at high risk of infection, into noncongregate shelter environments, such as hotels. As part of the County's COVID-19 Response Strategy, those individuals were also prioritized for rapid housing exits to ensure safe and stable permanent housing was available to those homeless individuals to further prevent the spread of coronavirus. As part of the County's ongoing COVID-19 Recovery Plan, the County is working with multiple local partners, including the City of Concord, to plan for transitioning individuals in the noncongregate shelters to safe temporary and permanent placements once the federal FEMA and State Project Roomkey funding expires.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Housing Authority of the County of Contra Costa (HACCC) has begun a long-term project to reposition and rehabilitate its public housing portfolio in the face of ever-decreasing federal, state and local funding. The initial step in this process was the disposition via RAD of the agency's Las Deltas public housing property in North Richmond. HACCC received approval from HUD to move forward with the RAD conversion of this property. The public housing subsidies received for the 214 units at Las Deltas will be converted to RAD project-based voucher assistance at eleven new or rehabilitated housing developments throughout the County. The units at Las Deltas help produce at least 502 units of new or rehabilitated affordable housing throughout the County. Of this total, 125 of the units, to date, will be funded directly with the RAD project-based vouchers received for Las Deltas, 161 will be funded with "regular" project-based vouchers from the housing authority's existing funding and 216 will be funded using other affordable housing funds. An additional 89 units are to be committed to other RAD transactions or replaced through the HUD Demolition and Disposition process that will result in at least another 89 units of funding for voucher replacement units and likely more units leveraged for further project-based voucher assistance.

HACCC budgeted \$2,820,000 of HUD funding to include the following improvements:

- \$600,000 - Replacement of select roofs at the Bayo Vista development.
- \$327,000 – Repair and conversion of the electrical infrastructure at the Alhambra Terrace development.
- \$292,000 - Phase 1 modernization of the Alhambra Terrace development.
- \$168,000 - Security window and door covers for vacant units at the Las Deltas development.
- \$162,000 – Boiler replacement at the Hacienda development.
- \$160,000 - Computer upgrades.
- \$100,000 – Elevator modernization at the Elder Winds development.
- \$55,000 – Demolition of the former day care building at the Las Deltas development.
- \$50,000 - Concrete flatwork repairs at various developments.
- \$30,000 – Roof refurbishing at the Kidd Manor development.
- \$28,000 - Replace refrigerators, ranges, and other dwelling equipment.
- \$27,000 - Relocation costs - RAD

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HACCC holds quarterly meetings/social events at seven public housing properties. Tenants from nearby properties also attend these events. This year due to COVID-19 we only held two back to school gatherings at the Bayo Vista property and El Pueblo. Backpack and school supplies were given to school-age children at these properties. Free lunch programs are operated at Bayo Vista and Vista Del Camino housing developments. HACCC participates in the Campaign for Grade Level Reading and the HACCC provides children's books to families at public housing sites.. HACCC partnered with Pittsburg Police Department and the Sheriff's Department to provide Thanksgiving and Christmas meals to residents in the El Pueblo and Bayo Vista developments. HACCC partnered with Supervisor Glover's office to distribute turkeys for Thanksgiving to residents in Bayo Vista, Hacienda and Casa Serena. HACCC continues to expand partnerships with law enforcement in East County, by installing camera system at Elderwinds, Bridgemont and Casa Del Rio properties in Antioch. Antioch Police Department will monitor each property from a law enforcement perspective and provide HACCC with access any footage of crimes at properties. For the last few years the Bay Area Medical Group has provide the Bayo Vista Community medical service on site. Staff is meeting regularly with elderly and disabled residents to better determine their service needs. The Resident Advisory Board met four times this year to discuss HACCC policies. Their input will be used to craft the Agency's next Annual Plan.

Actions taken to provide assistance to troubled PHAs

Not applicable. HACCC is not designated as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The County will continue its efforts to remove or ameliorate public policies which negatively impact affordable housing development in the County including the following:

- Through the County Density Bonus Ordinance and the State's Density Bonus Statute, an application for a housing development may request a density bonus if they seek and agree to construct on-site affordable housing. Both state and local laws regarding residential density bonus requires the County to grant a bonus in residential density on a site if a certain percentage of units in the project are affordable. The affordability of the units are deed restricted and run with the land. The density bonus that is granted vary depending on the affordability levels of the units based on area median income (AMI) of the affordable units. Units proposed at 30% AMI, 50% AMI, 80% AMI, or 120% AMI all have differing levels of density bonus. A project's location to transit, and the proposal of a childcare facility on-site may also increase the number of incentives, concessions, or density bonus for the project.
- Through the Inclusionary Housing Ordinance, the County requires all developers of five or more residential units to provide 15 percent of the units at affordable costs to moderate, lower, or very-low income households depending on the type of project. Developers may pay a fee in lieu of providing the affordable units if the project is 125 residential units or less.
- Through the Farmworker Housing Ordinance, the County has established requirements and standards for housing accommodations for five or more farmworkers, and established ministerial review and discretionary review process for different housing accommodation types. Housing accommodations for four or fewer farmworkers are not regulated separately by the County Zoning Code, but must comply with all zoning requirements of the zoning district where the housing accommodations are located.
- Through the Accessory Dwelling Units Ordinance, the County has authorized accessory dwelling units, including junior accessory dwelling units, and established procedures for reviewing and approving their development to ensure healthy and safe residential living environments, established location and development standards, and require ministerial review of their proposed development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The County's efforts to increase and maintain the supply of affordable housing, and to meet the objectives identified in the Consolidated Plan, described in the general narrative sections of this report, are all directed to meeting underserved needs. In addition, the criteria for target population and alleviation of affordable housing needs employed in the allocation of HOME and CDBG funds for

housing, establish a priority for projects that reserve a portion of the units for extremely-low income and/or special needs populations.

The following are obstacles to meeting needs of the underserved:

Accessibility to Services: Lack of accessibility to services can be the result of lack of transportation for those in need, services that are not delivered in a culturally appropriate manner or in the appropriate language, burdensome prerequisites to accessing services (“red tape”), and services that are not provided in proximity to those in need. Lack of transportation is a particular challenge for those who do not drive, do not have a car, or are elderly and for persons with disabilities. Most if not all of the public service projects listed in AP-38 are located within the neighborhoods or communities of the target population to provide easy accessibility to their services. Some of the public service projects serving the elderly or persons with disabilities provide transportation to their services or provide "in-home" services.

Awareness of Services: The lack of awareness of the availability of services by those in need and a lack of knowledge about how to access services are significant obstacles to the provision of services. All agencies receiving CDBG, HOME, ESG, or HOPWA funds from the County must provide significant outreach to those in need. County DCD staff continues to monitor CDBG/HOME/ESG/HOPWA funded agencies to verify if an agency's outreach is adequate and that outreach materials are available in various languages.

Coordination of Services: Those in need often access services from several points; similar services may also be provided by more than one agency. Those being served by one agency may have needs that are not being addressed by the particular agency currently serving that person or family. County DCD staff advocates that CDBG/HOME/ESG/HOPWA funded agencies collaborate and coordinate with other agencies in the community or serving their target population. DCD staff continue to encourage agencies to collaborate and coordinate to avoid duplication and to provide more efficient services to their clients or target populations.

Resources: Resources are generally less than required to meet the level of need. The CDBG/HOME/ESG/HOPWA funds that are available are prioritized to the high Priority Needs and Goals established in the 2020-2025 Consolidated Plan. Funding is also prioritized to those undertakings that represent the most efficient use of funds, are delivered by the most qualified persons, and serve the broadest area.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The County has incorporated the requirements of the lead-based paint regulations (24 CFR PART 35) into its affected programs, including the homeowner and rental rehabilitation programs. These programs developed implementation plans that include procedures to test for lead-based paint, determine a scope of work to address lead-based paint hazards, ensure qualified contractors are performing the required work, and obtain a clearance examination at project completion.

Additionally, the County's Neighborhood Preservation Program, a home rehabilitation program, provides grants to homeowners who have received rehabilitation loans and need to abate lead hazards.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The movement of people to above the poverty line involves a variety of policies and programs that extend beyond providing opportunities for employment at a living wage. Access to education, transportation, childcare, and housing are also key components that can assist persons to secure and retain economically self-sustaining employment. The County employs a variety of strategies to help alleviate poverty in the Urban County, including efforts to stimulate economic growth and job opportunities, and to provide Urban County residents with the skills and abilities required to take advantage of those opportunities.

In FY 2020/21, the CDBG program provided funds for three job training and placement programs:

- Opportunity Junction's Bay Point Career Development Services program (20-29-ED) and Job Training and Placement program (20-36-ED) provided personalized vocational training and job placement for persons to establish careers in information technology and office administration.
- Multicultural Institute's Lifeskills/Day Labor program (20-28-ED) provided job-matching, individualized assistance with health, legal and educational needs.

In FY 2020/21, the CDBG program provided funds for a number of programs that do not aid in employment, but are crucial to the reduction of poverty:

- Eden Council for Hope and Opportunity's Tenant-Landlord Housing Services Collaboration program (20-02-PS) provided information and counseling to County tenants on their housing rights.
- CocoKids Road to Success program (20-34-ED) provided microenterprise assistance to low-income residents seeking to start or maintain licensed home-based family child care businesses.
- The City of Lafayette's Lamorinda Spirit Van Senior Transportation Program (20-13-PS) provided transportation to the elderly so that they may maintain their normal lifestyle and age in their homes.
- Mount Diablo Unified School District's CARES After School Enrichment Program (20-24-PS) provided after-school childcare and enrichment to elementary and middle school students.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

DCD continues to provide technical assistance to non-profits to build capacity and assist in the development of programs and projects designed to meet the County's Consolidated Plan objectives through individual meetings and workshops held during the program year. Further, the Department works with non-profits to achieve designation as a Community Housing Development Organization (CHDO) and/or Community Based Development Organization (CBDO) for purposes of participating in the Consortium HOME and County CDBG affordable housing programs.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The County's efforts to coordinate activities and strategies for affordable housing development and the provision of emergency and transitional housing and supportive services included cooperative planning efforts as well as participation in a number of countywide housing and service provider organizations. Planning efforts undertaken during FY 2020/21 included the following:

- Contra Costa Consortium members continued to work on strategies and actions designed to overcome identified impediments and eliminate problems of housing discrimination in Contra Costa.
- The Continuum of Care and the Council on Homelessness worked with Contra Costa jurisdictions, public and private agencies, the interfaith community, homeless advocacy groups and other community organizations to implement the Continuum of Care Plan, which includes strategies and programs designed to alleviate homelessness, and the Ten Year Plan to End Homelessness.
- In addition to the above, the County participated in a number of countywide housing and service provider organizations, which are intended to share resources and coordinate strategies and programs for affordable housing and community development activities.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Urban County staff, along with staff from the other Contra Costa CDBG entitlement jurisdictions (Antioch, Concord, Pittsburg, and Walnut Creek), worked together to prepare the Contra Costa Consortium Analysis of Impediments to Fair Housing Choice (AI). This document outlines and identifies barriers to fair housing and presents a plan to properly navigate them. An update of the AI was completed and approved by each Contra Costa CDBG entitlement jurisdiction in 2019. The AI is effective July 1, 2020 to June 30, 2025, and is available on the County website at:

<https://www.contracosta.ca.gov/4823/Community-Development-Block-Grant>

To address impediments identified in the study, the AI offers the following set of goals and actions.

- 1. Increase available financial resources for affordable housing in order to better fund efforts to foster stable residential integration and increased access to opportunity.**
 - i. Explore a countywide affordable housing bond issuance that includes efforts to develop permanent supportive housing, to build affordable housing for families, and to preserve affordable housing in areas undergoing gentrification and displacement. Efforts to support a bond issue could include the posting of informational materials regarding the need for affordable housing and the possible uses of bond proceedings on government agency websites.
 - ii. If bond does not pass, consider other sources for a County-wide housing trust fund.

2. Provide for the production of additional affordable housing through market incentives and improvements.

- i. Promote market rate housing to include affordable units, such as by promoting use of density bonuses
- ii. Explore the production of units that are affordable by design, such as Accessory Dwelling Units (ADUs) and micro-units
- iii. Evaluate options for stream-line processing of affordable housing developments

3. Increase residential racial and ethnic integration by increasing the supply of affordable housing for families in high opportunity areas.

- i. Discourage or eliminate live/work preferences in inclusionary ordinances
- ii. Coordinate use of housing subsidies such as Project-Based Vouchers and RAD transfers of assistance with emerging opportunities to build or access affordable housing in high-opportunity areas (such as new bond measures or LIHTC development), in order to increase access to designated opportunity areas with low poverty rates, healthy neighborhoods, and high-performing schools among subsidized households.
- iii. Consider any affordable housing funding sources (including new sources such as bond funds) that create balance in the location of affordable housing throughout the county, by supporting the creation of affordable units, in particular for families, in high-opportunity areas.

4. Increase the supply of permanent supportive housing for people with disabilities and services for people with disabilities

- i. To the extent practicable, use affordable housing funds for the construction of permanent supportive housing in developments in which 10-25% of units are set aside for persons with disabilities. Affirmatively market units to individuals with intellectual and developmental disabilities, their families, and service providers, such as the Regional Center of the East Bay.
- ii. Explore methods for nonprofit partners to assist in purchasing or master leasing affordable units within inclusionary market-rate developments, and set a portion of those units aside for persons with disabilities.
- iii. Explore funding options for continuing community-based services for possible expansion of services, particularly for persons with psychiatric disabilities.

5. Reduce housing discrimination and discriminatory barriers to residential mobility.

- i. Educate landlords on criminal background screening in rental housing (using HUD fair housing guidance) and explore the feasibility of adopting ordinances.
- ii. Develop and disseminate a best practices guide to credit screening in the rental housing context in order to discourage the use of strict FICO score cut-offs and overreliance on eviction records.

- iii. Develop and distribute informational brochure on inclusionary leasing practices, including with licenses where applicable.
- iv. Increase outreach to LGBTQ and immigrant stakeholder groups to provide “know your rights” materials regarding housing discrimination.
- v. Continue and increase outreach and education activities for all protected classes.
- vi. Include education on new requirements of the Right to a Safe Home Act in outreach activities to both landlords and the public.
- vii. For publicly-supported housing, develop protocols to ensure responsiveness to reasonable accommodation requests.

6. Address barriers to mobility for families and individuals in publicly-supported housing, including Housing Choice Voucher participants.

- i. Provide mobility counseling and updated briefing materials to families with or eligible for Housing Choice Vouchers, including with regard to healthy neighborhoods and high-performing, low poverty schools.
- ii. Provide block grant or other funding for security deposits (including for voucher holders).
- iii. Require developers to affirmatively market affordable units (especially in opportunity areas) to voucher holders throughout the county.
- iv. Implement measures to address source of income discrimination against Housing Choice Voucher participants and landlord reluctance to participate in the HCV program, including increased landlord support and contact, production of an owner’s packet, and outreach and education (including workshops).

7. Reduce the displacement of low-income communities of color by enhancing protections for vulnerable tenants and homeowners and preserving affordable housing in areas that are gentrifying or at risk of gentrification.

- i. Explore the development of displacement mitigation or replacement requirements for any rezoning activities that could displace existing residents.
- ii. Explore the feasibility of adopting tenant protections, such as relocation costs, increased noticing, just cause, and rent control ordinances (as permitted by state law), to cover the unincorporated areas of the County and the Cities of Antioch, Concord, Pittsburg, and Walnut Creek.
- iii. Continue funding and support multi-agency collaborative efforts for legal services, including organizations that do not receive Legal Services Corporation funding and are able to represent undocumented residents.
- iv. In tandem with investments in affordable housing development in low-poverty areas, provide funds for the preservation of affordable housing in areas that are undergoing gentrification or are at risk of gentrification, in particular in areas of high environmental health.
- v. Encourage the donation of municipally-owned, tax-foreclosed properties to non-profit community land trusts to be rehabilitated, as needed, and preserved for long-term affordable housing.

8. Increase access to opportunity through targeted public investments and efforts to increase economic mobility within Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs).

- i. Prioritize economic development expenditures in and around R/ECAPs including through the Northern Waterfront Economic Development Initiative.
- ii. Prioritize funding for job training activities in and around R/ECAPs including for the types of industrial jobs created through the Northern Waterfront Economic Development Initiative.
- iii. Prioritize infrastructure and streetscaping improvements in R/ECAPs in order to facilitate local retail development.
- iv. Engage with small business incubators, like West Contra Costa Small Business Incubator or the Richmond Commercial Kitchen, to expand to R/ECAPs within Contra Costa County or to provide technical assistance to start-up incubators within the County.
- v. Explore methods for providing low-interest loans and below-market leases for tax-foreclosed commercial properties to low-income residents seeking to start businesses within R/ECAPs.

9. Increase and stabilize access to proficient schools

- i. Create regular lines of communications between PHAs and staff with county and district school boards and school district staff to ensure that districts take into account the needs of low income residents in redistricting and investment decisions, particularly for residents of public and assisted housing in the region.
- ii. To the extent possible, focus the development of new family affordable housing in school districts and school zones with lower rates of school-based poverty concentration, and incentivize new market rate multifamily development in high performing school zones to include more bedrooms in affordable apartments for families with children.

10. Increase coordination of housing and environmental health planning to support access to healthy homes and neighborhoods.

- i. Expand ongoing interagency connections to support weatherization, energy efficiency, and climate adaptation for low-income residents.

11. Improve inter-jurisdictional coordination.

- i. Explore an ongoing working group of representatives from Consortium, PHA, and local housing and community development staff, along with representatives of local and regional transportation, education, climate/energy, and health agencies.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The County Department of Conservation and Development (DCD) is responsible for administration of the following federally funded programs: CDBG, HOME, NSP, ESG and HOPWA. All projects funded through these programs are monitored by DCD to ensure that the projects achieve their approved objectives in a manner consistent with federal regulations, the Consolidated Plan, and other local planning requirements. DCD's monitoring process consists of the following:

- Prior to funding consideration, all project applications are reviewed to ensure consistency with federal regulations, Board of Supervisor policy, the Consolidated Plan, the Analysis of Impediments to Fair Housing Choice (if applicable) and the County Housing Element (if applicable).
- All project sponsors receiving an allocation of CDBG, HOME, NSP, HOPWA and/or ESG funds are required to enter into Project Agreements which specify project objectives, scope of work, eligible activities, performance targets, project budget, implementation time frame, federal regulatory requirements, and monitoring and reporting requirements.
- During project implementation, project sponsors are required to submit periodic progress reports detailing project progress, significant problems encountered (and their resolution), project funding and expenditures, affirmative marketing activity and quantitative participation data that illustrates findings on the amount of outreach to women and minority-owned businesses. In addition, projects are monitored as applicable for compliance with federal accounting and procurement standards, labor and construction standards, relocation, affirmative marketing, equal opportunity, fair housing, and other federal requirements.
- Following project completion, project sponsors are required to submit Project Completion Reports identifying: project accomplishments; population served, including data on household characteristics (e.g., income, ethnicity); rent and/or housing affordability; and total sources and uses of funds.

Affordable housing development projects (e.g., acquisition, rehabilitation, new construction) must also submit annual compliance reports designed to ensure continued compliance with federal regulations, affordability and use restrictions, and other requirements as specified in the project loan documents. In addition, all HOME-assisted projects are subject to periodic onsite inspections to ensure continued compliance with local housing code.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Contra Costa County set a minimum 15-day comment period for citizen participation and to receive comments on the CAPER. Notices announcing the public hearing date to consider acceptance of the CAPER are posted in local newspapers, as well as the County website at least 15 days prior to the public hearing date. A notice announcing the draft of the CAPER and the public hearing date for the CAPER was published on the County website and in the Contra Costa Times on September 5, 2021. The County's Board of Supervisors accepted the FY 2020/21 CAPER at its September 21, 2021 meeting. There were no public comments received prior to or at the September 21, 2021 Board of Supervisors meeting. The draft CAPER was made available for review at the County's Department of Conservation and Development office, and on the following website: <https://www.contracosta.ca.gov/CDBG>.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The County does not anticipate changing any of its program objectives at this time.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Effective January 24, 2015, participating jurisdictions are now required to inspect rental projects funded with HOME funds at least once every three years during the required period of affordability. DCD staff monitors units in one of the three regions of the County (East, Central and West) each year. Staff inspects 15 percent, or no fewer than four, of the HOME-assisted units for each monitored project. Copies of the inspection reports are maintained at the DCD offices.

During FY 2019/20, the County requested waivers and suspensions of HOME program requirements as a result of COVID-19. The waiver requested included the requirement for ongoing on-site inspections of HOME-assisted rental units. This waiver extends the timeframe for PJs to perform on-going periodic inspections and on-site reviews to determine a HOME rental project's compliance with property standards and rent and income requirements. This waiver was in effect through December 31, 2020, and was subsequently extended to include additional waivers and suspensions and extended the effective date through September 30, 2021. The County requested the additional waivers, suspensions, and extension deadline. The ongoing project inspections and file review that was suspended will be completed in the following reporting year.

During FY 2020/21, the County performed on-site physical inspections of 10 units in two newly completed projects. Concurrent with the on-site physical inspections, DCD staff inspects tenant files to ensure the management company complies with the HOME program and local County requirements. The review includes income certifications, rent and utility allowance calculations, appropriate tenant lease provisions, and the annual project audit and operating budget. For all projects with failed units, the County works with the owner and property management company to bring the unit in compliance within 30 days. The following table summarizes the on-site physical inspections completed during the fiscal year:

Project Name	# of Units Inspected	# of Units Passed	# of Units Failed
Hana Gardens	4	4	0
Riviera Family Apartments	6	6	0

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

The objective of affirmative marketing is to promote equal access to housing by all groups within the market area. The County has adopted the following policies and measures:

Information concerning the availability of funding, housing opportunities, and fair housing and affirmative marketing requirements will be distributed to the general public; all jurisdictions and housing agencies located in the County; property owners and developers of affordable housing; and minority and public interest groups.

Notices of funds available are posted on the County website at <http://www.contracosta.ca.gov/CDBG>

Informational material describing the HOME, CDBG, NSP, HOPWA and ESG Programs is available at <http://www.contracosta.ca.gov/aff-hsg-dev> (for developers) <http://www.contracosta.ca.gov/affordablehousing> (for consumers).

The County will maintain records concerning the above activities, including copies of press releases, affirmative marketing materials distributed, and workshops and meetings held with the above groups and organizations.

The County requires owners of federally assisted housing to comply with federal fair housing law and employ the following affirmative marketing activities:

- Advertise the availability of assisted units in local newspapers and newsletters, such as those published by minority groups, neighborhood churches, public service organizations, etc.; and on bulletin boards in community gathering spots (e.g. community center, church, supermarket, laundromat, fair housing/housing counseling agency, and employment offices).
- Contact appropriate community organizations and representatives of minority and other disadvantaged groups to solicit tenants and provide information about the availability of the assisted units.
- Display the Equal Housing Opportunity logo at the project location and in all advertisements pertaining to assisted units.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The amount of HOME program income (PI) received in FY 2020/21 was \$1,575,296. The amount of HOME PI used on projects during FY 2020/21 was \$225,692, which includes PI from previous years. The PI was expended for HOME Program Administration, Saint Paul's Commons, Antioch Scattered Site Renovation, Veterans Square, and Riley Court projects. The unexpended PI funds will be allocated to a housing development project during the FY 20/22/23 Action Plan cycle.

**Describe other actions taken to foster and maintain affordable housing. 91.220(k)
(STATES ONLY: Including the coordination of LIHTC with the development of
affordable housing). 91.320(j)**

Market factors such as the high cost of land suitable for residential development and unprecedented high construction costs continue to be significant constraints on the development of affordable housing in Contra Costa. In addition, the unavailability of local (non-federal) funding available for predevelopment costs has made it much more difficult to obtain funding for affordable housing development. The County attempts to counter these factors with strategies and subsidy programs to develop affordable rental housing and homeownership opportunities, for example:

- The County applied and received State Local Early Action Plan (LEAP) Grant funds to initiate new housing programs.
- Behavioral Health Services is the lead County department to apply to State of California No Place Like Home funds (both competitive and non-competitive funds) for permanent supportive housing development.
- The County has an multifamily housing revenue bond program that allows developers to finance projects at tax-exempt rates and access 4% Low Income Housing Tax Credits.
- The County has a density bonus ordinance to permit increased densities for housing developments that include units affordable to low-income households.
- The County adopted an Inclusionary Housing Ordinance which requires developers to provide 15 percent of the units as affordable to moderate, low, or very-low income households.

Discussion regarding the County's efforts to affirmatively further fair housing can be found in Section CR-35.

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CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	CONTRA COSTA COUNTY
Organizational DUNS Number	139441955
EIN/TIN Number	946000509
Identify the Field Office	SAN FRANCISCO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix	Mr
First Name	Gabriel
Middle Name	0
Last Name	Lemus
Suffix	0
Title	Principal Planner

ESG Contact Address

Street Address 1	Department of Conservation and Development
Street Address 2	30 Muir Road
City	Martinez
State	CA
ZIP Code	-
Phone Number	9256747882
Extension	0
Fax Number	0
Email Address	gabriel.lemus@dcd.cccounty.us

ESG Secondary Contact

Prefix	
First Name	
Last Name	
Suffix	
Title	
Phone Number	
Extension	
Email Address	

2. Reporting Period—All Recipients Complete

Program Year Start Date	07/01/2019
-------------------------	------------

3a. Subrecipient Form – Complete one form for each subrecipient

- Subrecipient or Contractor Name
- City
- State
- Zip Code
- DUNS Number
- Is subrecipient a victim services provider
- Subrecipient Organization Type
- ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 16 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 17 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 18 – Shelter Information

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4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 19 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 20 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	0
Female	0
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 21 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	0
18-24	0
25 and over	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 22 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	0	0	0	0
Victims of Domestic Violence	0	0	0	0
Elderly	0	0	0	0
HIV/AIDS	0	0	0	0
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	0	0	0	0
Chronic Substance Abuse	0	0	0	0
Other Disability	0	0	0	0
Total (Unduplicated if possible)	0	0	0	0

Table 23 – Special Population Served

CR-65 Narrative

The tables within CR-65 are intentionally left blank as directed by HUD. The information for CR-65 is reported within the Sage system (the ESG-CAPER Annual Reporting Tool/System). Sage is the system that configures aggregate information from the Homeless Management Information System (HMIS) and produces all statistical information required by HUD on program participants served in ESG-funded projects. The Sage

system report for the County's ESG program is attached as Attachment A.

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	346,228
Total Number of bed-nights provided	217,936
Capacity Utilization	62.94%

Table 24 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

Annual Performance Measures focus on the outcomes for consumers who access the system of care. HUD pulls data each year from every CoC's Homeless Management Information System (HMIS) Database to generate Systems Performance Measures results. These measures are used to track progress across all HUD-funded programs and to determine funding for each CoC for the following year. The Performance Measures are run for Fiscal Years, October 1 to September 30.

HUD has developed the following seven system-level performance measures to help communities gauge their progress in preventing and ending homelessness: 1. Length of time persons remain homeless; 2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness; 3. Number of homeless persons; 4. Jobs and income growth for homeless persons in CoC; 5. Number of persons who become homeless for the first time; 6. Homelessness prevention and housing placement of persons defined by Category 3 of HUD's homeless definition for CoC Program-funded projects; and, 7. Successful housing placement.

Annual Performance Measures focus on the outcomes for consumers who access the system of care and are required and monitored by HUD. The high-level findings of the 2018 Performance Measures is summarized below:

Since the implementation of the CoC's Coordinated Entry System, Contra Costa County experienced an increase in the number of people accessing the CoC, specifically the more vulnerable populations including chronically homeless, seniors, and people with disabilities. This increase contributed to more people being identified in the PIT counts (Measure Three) and a longer length of time persons experienced homelessness (Measure One). However, the number of people who exited to housing increased as well (Measure Two). Earned income for both system-stayers and system-leavers increased (Measure Four). Little to no difference was found in the number of consumers using shelter or housing programs who were newly homeless (Measure Five). During the last three years, there has been a high proportion of consumers who were hitting the system of care for the first time. There were far more successful exits from outreach (Measure Seven) because there were far more people served and the greater linkages between CORE Outreach and

emergency shelter programs. Housing retention rates in permanent supportive housing remained above 96% the last three years (Measure Seven).

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2018	2019	2020
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	21,424	11,350	0
Expenditures for Housing Relocation & Stabilization Services - Services	29,600	37,147	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	0	0	0
Subtotal Homelessness Prevention	51,024	48,497	0

Table 25 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2018	2019	2020
Expenditures for Rental Assistance	0	0	0
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	23,713	10,971	12,404
Expenditures for Housing Relocation & Stabilization Services - Services	44,321	54,467	99,451
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	68,034	65,438	111,855

Table 26 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2018	2019	2020
Essential Services	72,158	81,000	80,000
Operations	146,367	130,000	130,000
Renovation	0	0	0

Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	218,525	211,000	210,000

Table 27 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2018	2019	2020
Street Outreach	0	25,795	30,844
HMIS	0	0	0
Administration	23,056	29,490	12,092

Table 28 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2018	2019	2020
	360,639	380,220	364,791

Table 29 - Total ESG Funds Expended

11f. Match Source

	2018	2019	2020
Other Non-ESG HUD Funds	151,878	228,942	290,479
Other Federal Funds	345,093	321,158	177,769
State Government	1,629,638	2,028,356	1,682,637
Local Government	1,458,535	1,757,842	651,380
Private Funds	855,563	902,850	1,236,424
Other	98,634	127,873	0
Fees	0	0	0
Program Income	0	0	0
Total Match Amount	4,539,341	5,367,021	4,038,689

Table 30 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2018	2019	2020
	4,899,980	5,747,241	4,403,480

Table 31 - Total Amount of Funds Expended on ESG Activities

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Attachment A - ESG CAPER (SAGE)

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HUD ESG CAPER FY2020

Grant: **ESG: Contra Costa County - CA - Report** Type: **CAPER**

Report Date Range
7/1/2019 to 6/30/2020

Q01a. Contact Information

First name Gabriel
 Middle name _____
 Last name Lemus
 Suffix _____
 Title CDBG/ESG Program Manager
 Street Address 1 30 Muir Road
 Street Address 2 _____
 City Martinez
 State California
 ZIP Code 94553
 E-mail Address gabriel.lemus@dcd.cccounty.us
 Phone Number (925)674-7882
 Extension _____
 Fax Number _____

Q01b. Grant Information

As of 11/13/2020

Fiscal Year	Grant Number	Current Authorized Amount	Total Drawn	Balance	Obligation Date	Expenditure Deadline
2020	E20UC060002	\$403,140.00	\$0	\$403,140.00	8/6/2020	8/6/2022
2019	E19UC060002	\$394,663.00	\$380,220.21	\$14,442.79	8/22/2019	8/22/2021
2018	E18UC060002	\$368,211.00	\$365,199.45	\$3,011.55	8/9/2018	8/9/2020
2017	E17UC060002	\$365,299.00	\$340,056.33	\$25,240.67	10/19/2017	10/19/2019
2016	E16UC060002	\$269,776.00	\$247,036.48	\$22,737.52	7/14/2016	7/14/2018
2015	E15UC060002	\$265,324.00	\$259,725.71	\$5,598.29	7/28/2015	7/28/2017
2014	E14UC060002	\$236,639.00	\$232,412.17	\$4,226.83	7/23/2014	7/23/2016
2013	E13UC060002	\$201,299.56	\$201,299.56	\$0	8/9/2013	8/9/2015
2012						
2011						
Total		\$2,504,351.56	\$2,025,953.91	\$478,397.65		

ESG Information from IDIS

CAPER reporting includes funds used from fiscal year:

2019

Project types carried out during the program year

Enter the number of each type of projects funded through ESG during this program year.

Street Outreach 1
 Emergency Shelter 3
 Transitional Housing (grandfathered under ES) 0
 Day Shelter (funded under ES) 1
 Rapid Re-Housing 1
 Homelessness Prevention 1

Q01c. Additional Information

HMIS

Comparable Database

Are 100% of the project(s) funded through ESG, which are allowed to use HMIS, entering data into HMIS? Yes
 Have all of the projects entered data into Sage via a CSV - CAPER Report upload? Yes
 Are 100% of the project(s) funded through ESG, which are allowed to use a comparable database, entering data into the comparable database? No
 Have all of the projects entered data into Sage via a CSV - CAPER Report upload? Yes

Q04a: Project Identifiers in HMIS

Organization Name	Organization ID	Project Name	Project ID	HMIS Project Type	Method for Tracking ES	Affiliated with a residential project	Project IDs of affiliations	CoC Number	Geocode	Victim Service Provider	HMIS Software Name	Report Start Date	Report End Date	CSV Exception?	Uploaded via emailed hyperlink?
Contra Costa Homeless Program	12	CORE Mobile Outreach	55	4	0			CA-505	069013	0	Clarity HS	2019-07-01	2020-06-30	No	Yes
Contra Costa Homeless Program	12	CCHP - Brookside Shelter	97	1	0			CA-505	069013	0	Clarity HS	2019-07-01	2020-06-30	No	Yes
Contra Costa Homeless Program	12	CCHP - Concord Shelter	96	1	0			CA-505	060810	0	Clarity HS	2019-07-01	2020-06-30	No	Yes
COVID-19 FEMA	58	Best Western Concord FEMA Beds - CCACS	371	1	0			CA-505	069013	0	Clarity HS	2019-07-01	2020-06-30	No	Yes
Contra Costa Homeless Program	12	CCYCS - Calli House	142	1	0			CA-505	069013	0	Clarity HS	2019-07-01	2020-06-30	No	Yes
STAND	37	STAND Emergency Shelter	242	1	0			CA-505	069013	1	Clarity HS	2019-07-01	2020-06-30	No	Yes
SHELTER, Inc.	4	SHELTER, Inc. - ESG (County) RRH	80	13	0			CA-505	069013	1	Clarity HS	2019-07-01	2020-06-30	No	Yes
SHELTER, Inc.	4	SHELTER, Inc. - ESG (County) Prevention	81	12	0			CA-505	069013	1	Clarity HS	2019-07-01	2020-06-30	No	Yes
Trinity Center	34	Trinity Center of Walnut Creek	238	1	0	0		CA-505	069013	0	Clarity HS	2019-07-01	2020-06-30	No	Yes

Q05a: Report Validations Table

Total Number of Persons Served	8110
Number of Adults (Age 18 or Over)	5648
Number of Children (Under Age 18)	459
Number of Persons with Unknown Age	3
Number of Leavers	4925
Number of Adult Leavers	4520
Number of Adult and Head of Household Leavers	4525
Number of Stayers	1185
Number of Adult Stayers	1128
Number of Veterans	336
Number of Chronically Homeless Persons	2284
Number of Youth Under Age 25	354
Number of Parenting Youth Under Age 25 with Children	29
Number of Adult Heads of Household	5512
Number of Child and Unknown-Age Heads of Household	5
Heads of Households and Adult Stayers in the Project 365 Days or More	177

Q06a: Data Quality: Personally Identifying Information (PII)

Data Element	Client Doesn't Know/Refused	Information Missing	Data Issues	Total	% of Error Rate
Name	0	0	93	93	1.52 %
Social Security Number	584	28	630	1240	20.29 %
Date of Birth	12	3	5	20	0.33 %
Race	208	47	0	255	4.17 %
Ethnicity	181	34	0	215	3.52 %
Gender	21	19	0	40	0.65 %
Overall Score				1340	21.93 %

Q06b: Data Quality: Universal Data Elements

	Error Count	% of Error Rate
Veteran Status	70	1.24 %
Project Start Date	17	0.28 %
Relationship to Head of Household	4	0.07 %
Client Location	2	0.04 %
Disabling Condition	1275	20.87 %

Q06c: Data Quality: Income and Housing Data Quality

	Error Count	% of Error Rate
Destination	3503	71.13 %
Income and Sources at Start	669	12.13 %
Income and Sources at Annual Assessment	166	93.79 %
Income and Sources at Exit	3008	66.48 %

Q06d: Data Quality: Chronic Homelessness

	Count of Total Records	Missing Time in Institution	Missing Time in Housing	Approximate Date Started DK/R/missing	Number of Times DK/R/missing	Number of Months DK/R/missing	% of Records Unable to Calculate
ES, SH, Street Outreach	5572	0	0	137	708	718	14.32 %
TH	0	0	0	0	0	0	--
PH (All)	17	0	0	0	0	0	0.00 %
Total	5589	0	0	0	0	0	14.28 %

Q06e: Data Quality: Timeliness

	Number of Project Start Records	Number of Project Exit Records
0 days	1014	249
1-3 Days	1176	250
4-6 Days	955	212
7-10 Days	818	209
11+ Days	1378	4005

Q06f: Data Quality: Inactive Records: Street Outreach & Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	259	7	2.70 %
Bed Night (All Clients in ES - NBN)	0	0	--

Q07a: Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	5648	5337	311	0	0
Children	459	0	455	4	0
Client Doesn't Know/ Client Refused	0	0	0	0	0
Data Not Collected	3	0	0	0	3
Total	6110	5337	766	4	3
For PSH & RRH – the total persons served who moved into housing	4	0	4	0	0

Q08a: Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	5517	5268	244	2	3
For PSH & RRH – the total households served who moved into housing	1	0	1	0	0

Q08b: Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	1086	1056	30	0	0
April	1186	1148	36	1	1
July	1010	978	32	0	0
October	1049	1016	33	0	0

Q09a: Number of Persons Contacted

	All Persons Contacted	First contact – NOT staying on the Streets, ES, or SH	First contact – WAS staying on Streets, ES, or SH	First contact – Worker unable to determine
Once	3480	105	3289	106
2-5 Times	387	9	373	5
6-9 Times	18	0	17	1
10+ Times	17	0	15	2
Total Persons Contacted	3902	114	3674	114

Q09b: Number of Persons Engaged

	All Persons Contacted	First contact – NOT staying on the Streets, ES, or SH	First contact – WAS staying on Streets, ES, or SH	First contact – Worker unable to determine
Once	3170	100	2974	96
2-5 Contacts	329	8	316	5
6-9 Contacts	14	0	13	1
10+ Contacts	12	0	11	1
Total Persons Engaged	3525	108	3314	103
Rate of Engagement	0.90	0.95	0.90	0.90

Q10a: Gender of Adults

	Total	Without Children	With Children and Adults	Unknown Household Type
Male	3409	3338	71	0
Female	2175	1939	236	0
Trans Female (MTF or Male to Female)	9	9	0	0
Trans Male (FTM or Female to Male)	7	7	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	8	8	0	0
Client Doesn't Know/Client Refused	21	19	2	0
Data Not Collected	19	17	2	0
Subtotal	5648	5337	311	0

Q10b: Gender of Children

	Total	With Children and Adults	With Only Children	Unknown Household Type
Male	238	235	3	0
Female	221	220	1	0
Trans Female (MTF or Male to Female)	0	0	0	0
Trans Male (FTM or Female to Male)	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	459	455	4	0

Q10c: Gender of Persons Missing Age Information

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Male	2	0	0	0	2
Female	1	0	0	0	1
Trans Female (MTF or Male to Female)	0	0	0	0	0
Trans Male (FTM or Female to Male)	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	3	0	0	0	3

Q10d: Gender by Age Ranges

	Total	Under Age 18	Age 18-24	Age 25-61	Age 62 and over	Client Doesn't Know/ Client Refused	Data Not Collected
Male	3649	238	193	2668	548	0	2
Female	2397	221	173	1676	326	0	1
Trans Female (MTF or Male to Female)	9	0	2	6	1	0	0
Trans Male (FTM or Female to Male)	7	0	2	5	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	8	0	2	6	0	0	0
Client Doesn't Know/Client Refused	21	0	4	15	2	0	0
Data Not Collected	19	0	1	16	0	0	0
Subtotal	6110	459	377	4394	877	0	3

Q11: Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	184	0	183	1	0
5 - 12	208	0	207	1	0
13 - 17	67	0	65	2	0
18 - 24	377	335	42	0	0
25 - 34	1074	932	142	0	0
35 - 44	1164	1077	87	0	0
45 - 54	1166	1141	25	0	0
55 - 61	990	983	7	0	0
62+	877	869	8	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected	3	0	0	0	3
Total	6110	5337	786	4	3

Q12a: Race

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
White	2790	2522	236	2	0
Black or African American	2107	1775	332	0	0
Asian	96	83	13	0	0
American Indian or Alaska Native	472	393	77	2	0
Native Hawaiian or Other Pacific Islander	85	76	9	0	0
Multiple Races	335	256	79	0	0
Client Doesn't Know/Client Refused	208	191	16	0	1
Data Not Collected	47	41	4	0	2
Total	6110	5337	786	4	3

Q12b: Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Non-Hispanic/Non-Latino	4800	4276	521	1	2
Hispanic/Latino	1095	864	228	3	0
Client Doesn't Know/Client Refused	181	167	13	0	1
Data Not Collected	34	30	4	0	0
Total	6110	5337	766	4	3

Q13a1: Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults ☺	With Only Children	Unknown Household Type
Mental Health Problem	2344	2222	92	30	--	0	0
Alcohol Abuse	359	355	4	0	--	0	0
Drug Abuse	739	726	12	1	--	0	0
Both Alcohol and Drug Abuse	698	691	7	0	--	0	0
Chronic Health Condition	2127	2003	76	47	--	0	1
HIV/AIDS	106	102	4	0	--	0	0
Developmental Disability	831	739	33	59	--	0	0
Physical Disability	2089	2015	55	18	--	0	1

☺ The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q13b1: Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults ☺	With Only Children	Unknown Household Type
Mental Health Problem	832	799	23	10	--	0	0
Alcohol Abuse	130	129	1	0	--	0	0
Drug Abuse	193	189	4	0	--	0	0
Both Alcohol and Drug Abuse	279	278	1	0	--	0	0
Chronic Health Condition	743	714	14	15	--	0	0
HIV/AIDS	36	35	1	0	--	0	0
Developmental Disability	269	252	4	13	--	0	0
Physical Disability	735	716	11	8	--	0	0

☺ The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q13c1: Physical and Mental Health Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children & Adults	Children in HH with Children & Adults	With Children and Adults ☺	With Only Children	Unknown Household Type
Mental Health Problem	496	484	10	2	--	0	0
Alcohol Abuse	70	69	1	0	--	0	0
Drug Abuse	156	155	1	0	--	0	0
Both Alcohol and Drug Abuse	136	135	1	0	--	0	0
Chronic Health Condition	510	485	17	8	--	0	0
HIV/AIDS	16	15	1	0	--	0	0
Developmental Disability	186	175	3	8	--	0	0
Physical Disability	475	465	8	2	--	0	0

☺ The "With Children and Adults" column is retired as of 10/1/2019 and replaced with the columns "Adults in HH with Children & Adults" and "Children in HH with Children & Adults".

Q14a: Domestic Violence History

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	1054	955	99	0	0
No	3917	3716	199	0	2
Client Doesn't Know/Client Refused	667	658	6	2	1
Data Not Collected	15	8	7	0	0
Total	5653	5337	311	2	3

Q14b: Persons Fleeing Domestic Violence

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	345	288	57	0	0
No	656	617	39	0	0
Client Doesn't Know/Client Refused	43	40	3	0	0
Data Not Collected	10	10	0	0	0
Total	1054	955	99	0	0

Q15: Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	634	574	60	0	0
Transitional housing for homeless persons (including homeless youth)	16	16	0	0	0
Place not meant for habitation	4402	4211	186	2	3
Safe Haven	6	5	1	0	0
Host Home (non-crisis)	0	0	0	0	0
Interim Housing ¹	0	0	0	0	0
Subtotal	5058	4806	247	2	3
Institutional Settings	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	14	14	0	0	0
Substance abuse treatment facility or detox center	33	33	0	0	0
Hospital or other residential non-psychiatric medical facility	86	86	0	0	0
Jail, prison or juvenile detention facility	27	27	0	0	0
Foster care home or foster care group home	2	2	0	0	0
Long-term care facility or nursing home	9	9	0	0	0
Residential project or halfway house with no homeless criteria	7	7	0	0	0
Subtotal	178	178	0	0	0
Other Locations	0	0	0	0	0
Permanent housing (other than RRH) for formerly homeless persons	11	10	1	0	0
Owned by client, no ongoing housing subsidy	5	2	3	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, with RRH or equivalent subsidy	1	0	1	0	0
Rental by client, with HCV voucher (tenant or project based)	1	1	0	0	0
Rental by client in a public housing unit	7	7	0	0	0
Rental by client, no ongoing housing subsidy	72	57	15	0	0
Rental by client, with VASH subsidy	0	0	0	0	0
Rental by client with GPD TIP subsidy	1	1	0	0	0
Rental by client, with other housing subsidy	11	7	4	0	0
Hotel or motel paid for without emergency shelter voucher	37	20	17	0	0
Staying or living in a friend's room, apartment or house	108	97	11	0	0
Staying or living in a family member's room, apartment or house	96	87	9	0	0
Client Doesn't Know/Client Refused	64	63	1	0	0
Data Not Collected	3	1	2	0	0
Subtotal	417	353	64	0	0
Total	5653	5337	311	2	3

¹ Interim housing is retired as of 10/1/2019.

Q16: Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
No income	2573	0	602
\$1 - \$150	69	0	30
\$151 - \$250	149	0	62
\$251 - \$500	205	0	65
\$501 - \$1000	1246	5	450
\$1,001 - \$1,500	448	2	182
\$1,501 - \$2,000	170	0	72
\$2,001+	151	0	69
Client Doesn't Know/Client Refused	629	0	133
Data Not Collected	8	0	2866
Number of Adult Stayers Not Yet Required to Have an Annual Assessment	0	955	0
Number of Adult Stayers Without Required Annual Assessment	0	166	0
Total Adults	5648	1128	4520

Q17: Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	387	0	153
Unemployment Insurance	32	0	7
SSI	1101	5	423
SSDI	418	2	161
VA Service-Connected Disability Compensation	42	0	23
VA Non-Service Connected Disability Pension	8	0	6
Private Disability Insurance	6	0	3
Worker's Compensation	10	0	6
TANF or Equivalent	134	0	36
General Assistance	320	0	119
Retirement (Social Security)	106	0	45
Pension from Former Job	47	0	19
Child Support	17	0	7
Alimony (Spousal Support)	12	0	6
Other Source	77	0	23
Adults with Income Information at Start and Annual Assessment/Exit	0	7	1517

Q19b: Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: % with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: % with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: % with Disabling Condition by Source
Earned Income	67	72	139	48.20 %	5	9	14	35.71 %	0	0	0	--
Supplemental Security Income (SSI)	343	68	411	83.46 %	4	3	7	57.14 %	0	0	0	--
Social Security Disability Insurance (SSDI)	129	26	155	83.23 %	2	2	4	50.00 %	0	0	0	--
VA Service-Connected Disability Compensation	21	2	23	91.31 %	0	0	0	--	0	0	0	--
Private Disability Insurance	3	0	3	100.00 %	0	0	0	--	0	0	0	--
Worker's Compensation	3	2	5	60.00 %	0	1	1	0.00 %	0	0	0	--
Temporary Assistance for Needy Families (TANF)	7	2	9	77.78 %	13	14	27	48.15 %	0	0	0	--
Retirement Income from Social Security	36	8	44	81.82 %	0	0	0	--	0	0	0	--
Pension or retirement income from a former job	14	5	19	73.68 %	0	0	0	--	0	0	0	--
Child Support	6	0	6	100.00 %	0	1	1	0.00 %	0	0	0	--
Other source	110	38	148	74.32 %	4	6	10	40.00 %	0	0	0	--
No Sources	361	216	577	62.57 %	4	12	16	25.00 %	0	0	0	--
Unduplicated Total Adults	1030	410	1440		25	42	67		0	0	0	

Q20a: Type of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutritional Assistance Program	1703	1	538
WIC	23	0	7
TANF Child Care Services	6	0	2
TANF Transportation Services	2	0	0
Other TANF-Funded Services	3	0	1
Other Source	14	0	9

Q21: Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
Medicaid	3648	6	1136
Medicare	794	3	308
State Children's Health Insurance Program	70	0	45
VA Medical Services	97	0	63
Employer Provided Health Insurance	43	0	12
Health Insurance Through COBRA	1	0	1
Private Pay Health Insurance	53	0	23
State Health Insurance for Adults	202	1	64
Indian Health Services Program	4	0	2
Other	77	0	24
No Health Insurance	943	0	146
Client Doesn't Know/Client Refused	643	0	155
Data Not Collected	2	166	3141
Number of Stayers Not Yet Required to Have an Annual Assessment	0	1012	0
1 Source of Health Insurance	4066	4	1298
More than 1 Source of Health Insurance	456	3	185

Q22a2: Length of Participation – ESG Projects

	Total	Leavers	Stayers
0 to 7 days	2458	2402	56
8 to 14 days	341	291	50
15 to 21 days	262	215	47
22 to 30 days	248	190	58
31 to 60 days	632	481	151
61 to 90 days	509	272	237
91 to 180 days	932	705	227
181 to 365 days	422	237	185
366 to 730 days (1-2 Yrs)	178	91	87
731 to 1,095 days (2-3 Yrs)	43	18	25
1,096 to 1,460 days (3-4 Yrs)	31	11	20
1,461 to 1,825 days (4-5 Yrs)	24	7	17
More than 1,825 days (> 5 Yrs)	28	3	25
Data Not Collected	0	0	0
Total	6110	4925	1185

Q22c: Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	4	0	4	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	4	0	4	0	0
Average length of time to housing	11.00	--	11.00	--	--
Persons who were exited without move-in	23	9	14	0	0
Total persons	27	9	18	0	0

Q22d: Length of Participation by Household Type

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	2458	2126	325	4	3
8 to 14 days	341	291	50	0	0
15 to 21 days	262	217	45	0	0
22 to 30 days	248	201	47	0	0
31 to 60 days	632	528	104	0	0
61 to 90 days	509	446	63	0	0
91 to 180 days	932	846	86	0	0
181 to 365 days	422	376	46	0	0
366 to 730 days (1-2 Yrs)	178	178	0	0	0
731 to 1,095 days (2-3 Yrs)	43	43	0	0	0
1,096 to 1,460 days (3-4 Yrs)	31	31	0	0	0
1,461 to 1,825 days (4-5 Yrs)	24	24	0	0	0
More than 1,825 days (> 5 Yrs)	28	28	0	0	0
Data Not Collected	0	0	0	0	0
Total	6110	5337	768	4	3

Q22e: Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	223	174	49	0	0
8 to 14 days	64	60	4	0	0
15 to 21 days	24	24	0	0	0
22 to 30 days	51	51	0	0	0
31 to 60 days	115	111	4	0	0
61 to 180 days	253	253	0	0	0
181 to 365 days	184	184	0	0	0
366 to 730 days (1-2 Yrs)	190	181	9	0	0
731 days or more	404	403	1	0	0
Total (persons moved into housing)	1508	1441	67	0	0
Not yet moved into housing	23	9	14	0	0
Data not collected	203	186	17	0	0
Total persons	1734	1638	98	0	0

Q23c: Exit Destination – All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Owned by client, no ongoing housing subsidy	4	3	1	0	0
Owned by client, with ongoing housing subsidy	8	7	1	0	0
Rental by client, no ongoing housing subsidy	67	43	24	0	0
Rental by client, with VASH housing subsidy	3	3	0	0	0
Rental by client, with GPD TIP housing subsidy	1	1	0	0	0
Rental by client, with other ongoing housing subsidy	50	37	13	0	0
Permanent housing (other than RRH) for formerly homeless persons	18	18	0	0	0
Staying or living with family, permanent tenure	35	23	12	0	0
Staying or living with friends, permanent tenure	6	4	2	0	0
Rental by client, with RRH or equivalent subsidy	37	6	31	0	0
Rental by client, with HCV voucher (tenant or project based)	5	4	1	0	0
Rental by client in a public housing unit	2	2	0	0	0
Subtotal	236	151	85	0	0
Temporary Destinations	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	616	546	70	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Transitional housing for homeless persons (including homeless youth)	27	23	4	0	0
Staying or living with family, temporary tenure (e.g. room, apartment or house)	69	40	29	0	0
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	87	71	16	0	0
Places not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	272	271	1	0	0
Safe Haven	1	1	0	0	0
Hotel or motel paid for without emergency shelter voucher	9	7	2	0	0
Host Home (non-crisis)	0	0	0	0	0
Subtotal	1081	959	122	0	0
Institutional Settings	0	0	0	0	0
Foster care home or group foster care home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	2	2	0	0	0
Substance abuse treatment facility or detox center	36	36	0	0	0
Hospital or other residential non-psychiatric medical facility	32	32	0	0	0
Jail, prison, or juvenile detention facility	9	9	0	0	0
Long-term care facility or nursing home	1	1	0	0	0
Subtotal	80	80	0	0	0
Other Destinations	0	0	0	0	0
Residential project or halfway house with no homeless criteria	1	1	0	0	0
Deceased	7	7	0	0	0
Other	17	17	0	0	0
Client Doesn't Know/Client Refused	20	20	0	0	0
Data Not Collected (no exit interview completed)	3483	3017	459	4	3
Subtotal	3528	3062	459	4	3
Total	4925	4252	666	4	3
Total persons exiting to positive housing destinations	755	602	153	0	0
Total persons whose destinations excluded them from the calculation	40	40	0	0	0
Percentage	15.46 %	14.29 %	22.97 %	0.00 %	0.00 %

Q24: Homelessness Prevention Housing Assessment at Exit

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Able to maintain the housing they had at project start--Without a subsidy	0	0	0	0	0
Able to maintain the housing they had at project start--With the subsidy they had at project start	0	0	0	0	0
Able to maintain the housing they had at project start--With an on-going subsidy acquired since project start	0	0	0	0	0
Able to maintain the housing they had at project start--Only with financial assistance other than a subsidy	0	0	0	0	0
Moved to new housing unit--With on-going subsidy	0	0	0	0	0
Moved to new housing unit--Without an on-going subsidy	0	0	0	0	0
Moved in with family/friends on a temporary basis	0	0	0	0	0
Moved in with family/friends on a permanent basis	0	0	0	0	0
Moved to a transitional or temporary housing facility or program	0	0	0	0	0
Client became homeless - moving to a shelter or other place unfit for human habitation	0	0	0	0	0
Client went to jail/prison	0	0	0	0	0
Client died	0	0	0	0	0
Client doesn't know/Client refused	0	0	0	0	0
Data not collected (no exit interview completed)	0	0	0	0	0
Total	6	0	6	0	0

Q25a: Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	140	139	1	0
Non-Chronically Homeless Veteran	196	189	7	0
Not a Veteran	5242	4941	301	0
Client Doesn't Know/Client Refused	54	52	2	0
Data Not Collected	16	16	0	0
Total	5648	5337	311	0

Q26b: Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	2284	2117	166	0	1
Not Chronically Homeless	3073	2477	594	2	0
Client Doesn't Know/Client Refused	645	635	6	2	2
Data Not Collected	108	108	0	0	0
Total	6110	5337	766	4	3

Attachment B - Completed and Ongoing Projects by Funding Category

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**CONTRA COSTA COUNTY
FY 2020/21 CAPER
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)											Income				
								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total		
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.					
Objective CD - 1 General Public Services: Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns such as substance abuse, hunger, and other issues.																							
20-01-PS	Bay Area Crisis Nursery 1506 Mendocino Dr. Concord, CA 94521 (925) 685-6633	Bay Area Crisis Nursery	The purpose of the program is to provide emergency residential/shelter services and childcare for young children living in families who identify experiencing a crisis or parental stress.. Primary Performance Measurement: Provide short-term residential/shelter services and emergency childcare to 13 children ages birth through 5 years.	Complete.	\$15,000	\$15,000.00	23	<u>6</u> 5	8	0	0	0	0	0	<u>5</u> 1	2	<u>2</u> 2	21	0	2	100%		
20-03-PS	Food Bank of Contra Costa 4010 Nelson Avenue PO Box 271966 Concord, CA 94520 (925) 676-7542	Collaborative Food Distribution Program - Urban County	The purpose of this program is to alleviate hunger by providing food for low-income and homeless persons throughout the Urban County. Primary Performance Measurement: 9,000 unduplicated low income individuals will receive food through the Food Banks' program distributed at various sites throughout the Urban County.	Complete.	\$46,500	\$46,500.00	9,342	<u>2712</u> 480	<u>1578</u> 1	<u>1995</u> 1	<u>28</u> 1	156	76	184	6	1	<u>2606</u> 1492	9,342	-	-	100%		
20-05-PS	Monument Crisis Center 1990 Market Street Concord, CA 94520 (925) 825-7751	Critical Safety Net Resources for Families and Individuals - Central County	The purpose of this program is to provide wrap-around safety net services through a variety of services including: on-site food distribution, direct referrals and workshops for financial assistance, and other basic information and referrals and support to lower income families. Primary Performance Measurement: Provide assistance to 2,000 lower income persons.	Complete.	\$15,000	\$15,000.00	4,526	791 208	<u>117</u> 4	<u>506</u> 13	<u>41</u> 6	53	<u>49</u> 26	10	<u>80</u>	<u>25</u> 3	<u>2854</u> 2524	4,123	346	57	100%		

**CONTRA COSTA COUNTY
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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total		
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.						
20-06-PS	Richmond Community Foundation 3260 Blume Drive, Suite 110 Richmond, CA 94806 510-234-11200	Contra Costa County Service Integration Program-SparkPoint Contra Costa Community Career Center 3105 Willow Pass Road, Bay Point, CA 94565 (925) 252-2309	The purpose of the program is to provide assistance in gaining skills and resources they need to obtain and maintain employment and move up in their career. The neighborhood-based program strives to advance the economic well-being by providing other significant and meaningful opportunities through SparkPOint and VITA while participating in revitalizing of the community. Primary Performance Measurement: Provide services to 160 Urban County residents.	Complete.	\$13,000	\$13,000.00	772	This program serves an area that meets the criteria for an "area benefit" activity.															
20-07-PS	St. Vincent de Paul 2210 Gladstone Drive, Pittsburg, CA 94565 (925) 439-5060	RotaCare Pittsburg Free Medical Clini at St. Vincent de Paul	The purpose of this program is to provide free urgent and chronic medical care to the uninsured at St. Vincent de Paul, including physician/nurse treatment, lab services, x-rays, MRIs, Ultrasounds, diagnostics, and all parmaceuticals. Patients are referred for free surgical and specialty care. Primary Performance Measurement: Provide services to 289 Urban County persons.	Complete. However, the subrecipient fell short of its goal by 107 clients.	\$15,000	\$15,000.00	182	158 143	11	8	0	4	0	0	0	0	1	154	23	5	100%		
20-26-PS	Village Community Resource Center 633 Village Dr. Brentwood, CA 94513 (925) 325-6507	Village Community Resource Center Program Support - East County	The purpose of this program is to provide family-focused, bilingual afterschool tutoring and community-school partnership programming to East County children. Primary Performance Measurement: Provide educational and family-oriented enrichment and programming to 100 students.	Complete.	\$13,000	\$12,999.82	88	$\frac{69}{69}$	6	1	0	0	0	0	0	0	$\frac{12}{12}$	61	20	7	100%		
20-34-PS	Community Housing Development Corporation of North Richmond 1535-A Third Street Richmond, CA 94801 (510) 412-9290	Multicultural / Senior Family Center - North Richmond Census Tract: 3650.02	The purpose of this program is to operate and maintain a community center for residents of North Richmond. The center provides nutrition programs, senior services, educational, social and multi-cultural programs. Primary Performance Measurement: Provide services to a minimum of 50 Urban County residents (unduplicated).	Complete.	\$25,000	\$24,995.90	50	This program serves an area that meets the criteria for an "area benefit" activity.															

**CONTRA COSTA COUNTY
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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total	
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.					
Objective CD - 2 Non-Homeless Special Needs Population: Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly/frail elderly, persons with disabilities, victims of domestic violence, abused/neglected children, persons with HIV/AIDS, illiterate adults, and migrant farmworkers.																						
20-08-PS	Choice in Aging 490 Golf Club Road Pleasant Hill, CA 94523 (925) 609-7901	Mt. Diablo Center Adult Day Health Care Gap Funding	The purpose of the program is to provide day care services to frail elders and adults with sever disabilities to reduce the risk of emergency room visits and institutionalization in skilled nursing homes. Primary Performance Measurement: Provide adult day care to a minimum of 24 Urban County persons.	Complete.	\$9,300	\$9,299.86	41	38	4	9	0	0	0	0	0	0	5	0	41	0	100%	
20-10-PS	Contra Costa Family Justice Alliance 256 - 24th Street Richmond, CA 94804 (925) 972-7400	Family Justice Center West County	The purpose of this program is to provide one-stop services to victims of domestic violence, sexual assault, child abuse, elder abuse and human trafficking. Primary Performance Measurement: Provide resources to meet the needs of 400 clients, impacted by interpersonal violence.	Complete.	\$32,000	\$32,000.00	800	<u>125</u> 13	<u>114</u> 4	<u>56</u> 1	<u>5</u> 1	<u>6</u> 1	<u>5</u> 3	1	<u>3</u> 1	<u>3</u> 2	<u>482</u> 389	0	800	0	100%	
20-11-PS	Contra Costa Senior Legal Services 2702 Clayton Road, Ste. 202 Concord, CA 94519 (925) 609-7901	Legal Services for Older Americans- Urban County	The purpose of this program is to prevent the loss of housing, elder abuse, and financial abuse of seniors by providing free legal counsel and direct representation. Primary Performance Measurement: Provide free legal advice, counsel and representation to a minimum of 200 low-income Urban County seniors (unduplicated) to prevent the loss of housing, elder abuse, and financial abuse.	Complete.	\$15,000	\$14,998.98	379	<u>44</u> 9	21	6	1	0	0	0	0	0	5	0	379	0	100%	

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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
20-12-PS	Court Appointed Special Advocates (CASA) 2151 Salvio Street, Suite 295 Concord, CA 94520 925 256-7284	Serving all Foster Children	The purpose of this program is to assist abused and neglected Urban County children who are dependents of the Court system in maneuvering through the system, accessing necessary services and securing long-term permanent homes by providing advocacy and mentoring. Primary Performance Measurement: Provide advocacy and representation services to 70 Urban County abused and neglected children who are wards of the County's Juvenile Dependency Court as a way to improve access to health and social services and a safe and permanent living situation.	Complete.	\$18,000	\$18,000.00	95	$\frac{44}{31}$	$\frac{32}{3}$	3	1	0	0	0	$\frac{12}{1}$	0	$\frac{3}{1}$	95	0	0	100%
20-13-PS	Lamorinda Spirit - City of Lafayette 500 St Marys Road Lafayette, CA 94549 (925) 284-1549	Lamorinda Spirit Van Senior Transportation Program - Central County	The purpose of this program is to provide transportation for Lafayette, Moraga, and Orinda older adults to medical and personal appointments; grocery and sundry shopping; errands; exercise and other classes; lunch at the Congregate Cafe, Walnut Creek Senior Center; Sunday church; and social outings so they may age in their own homes. Primary Performance Measurement: Provide transportation services to 160 Urban County seniors who would otherwise be unable to continue to live in their current home due to mobility.	Complete. However, the subrecipient fell short of their goal by 29 clients.	\$10,000	\$3,774.19	131	110	1	20	0	0	0	0	0	0	3	0	131	0	100%
20-14-PS	Lions Center for the Visually Impaired 175 Alvarado Avenue Pittsburg, CA 94565 (925) 432-3013	Independent Living Skills for Blind & Visually Impaired - Urban County	The purpose of this program is to avoid institutionalization and maintain independence in a safe environment for adults with visual impairments by providing in-home independent living skills instruction and training. Primary Performance Measurement: Provide in-home independent living skills instruction and training to 42 visually impaired adults so they will maintain their independence and avoid institutionalization.	Complete.	\$10,000	\$10,000.00	410	235	64	43	0	9	0	0	0	0	$\frac{59}{7}$	0	410	0	100%

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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
20-15-PS	Meals on Wheels Diablo Region 1300 Civic Drive Walnut Creek, CA 94596 (925) 937-8311	Care Management - Urban County	The purpose of this program is to prevent homelessness and premature institutionalization or hospitalization by providing bilingual care management services to seniors. Primary Performance Measurement: Provide professional, bilingual care management services to 300 Urban County seniors at senior centers in Concord, Antioch, San Pablo and Rodeo, including needs assessment, care plan development and information and referral.	Complete.	\$15,000	\$15,000.00	888	610 129	101	109	1	4	0	0	0	0	63	0	888	0	100%
20-16-PS	Meals on Wheels Diablo Region 1300 Civic Drive Walnut Creek, CA 94596 (925) 937-8311	Meals on Wheels (MOW)	The purpose of tMeals on Wheels is to provide hot, nutritious meals to Urban County seniors in order to lessen social isolation and to improve general health through increased socialization. Primary Performance Measurement: Provide hot, nutritious meals to 300 Urban County Seniors in order to meet basic nutritional needs, promote socialization and encourage and maintain a healthy lifestyle.	Complete.	\$15,000	\$15,000.00	689	476 83	132	51	5	7	2	0	0	0	16	0	689	0	100%
20-17-PS	Ombudsman Services of Contra Costa 4415 Cowell Road, Suite #100 Concord, CA 94518 (925) 685-2070	Ombudsman Services of Contra Costa - Urban County	The purpose of this program is to decrease incidents of elder abuse and quality of care issues for frail and dependent seniors residing in nursing home and residential care facilities located in the Urban County through advocacy. Primary Performance Measurement: 300 dependent adults and elderly residing in long term care facilities will have access to safe and secure environments through the advocacy of trained and certified Ombudsmen who investigate abuse and ensure	Complete.	\$12,000	\$10,031.25	300	113	123	32	12	0	0	0	0	0	20	0	300	0	100%
20-18-PS	Pleasant Hill Recreation & Park District 147 Gregory Lane Pleasant Hill, CA 94523 (925) 798-8787	Senior Service Network - 233 Gregory Lane Pleasant Hill	The purpose of this program is to prevent displacement or premature institutionalization of seniors by providing on-site crisis intervention and care management services to Central County seniors, primarily those residing in Pleasant Hill. Primary Performance Measurement: Provide care services to a minimum of 150 low-income seniors throughout the year to prevent displacement or premature institutionalization. Services include but are not limited to: needs assessment, one-on-one counseling, development of a personal action plan, and monitoring of the personal action plan.	Complete.	\$10,000	\$9,999.84	170	158 15	0	11	0	1	0	0	0	0	0	0	0	170	100%

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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
20-19-PS	Rainbow Community Center 2118 Willow Pass Road, Suite 500 Concord, CA 94520 (925) 692-0090	Kind Hearts Community Support Program - Urban County	The purpose of this program is to provide outreach and socialization activities, nutritional support and home-based services to Urban County residents with AIDS and Lesbian, Gay, Bisexual and Transgender seniors. Primary Performance Measurement: Provide congregate meals, food pantry services, wellness calls and home visits to 65 LGBT seniors and persons with HIV/AIDS to promote resilience, reduce isolation and rebuild client's social networks.	Complete.	\$11,000	\$11,000.00	67	47	2	6	0	0	0	0	0	0	12	0	67	0	100%
20-20-PS	West County Adult Day Care 1015 Nevin Avenue, Ste. 108 Richmond, CA 94801 (510) 235-6276	West County Adult Day Care and Alzheimer's Respite Center - West County	The purpose of the program is to provide day care services to alzheimer's/dementia patients and support services to their caregivers to allow seniors to remain in their homes longer and prevent premature placement in a care facility. Primary Performance Measurement: Provide adult day care and respite services to a minimum of 56 Urban County seniors with Alzheimer's or dementia and their caregivers.	Complete. However, the program did not operate during the fiscal year, due to the COVID-19 pandemic and the subsequent local government guidance.	\$40,000	\$17,780.55	0	0	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Objective CD - 3 Youth: Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.																					
20-21-PS	A Place of Learning 315 Orchard Drive, Brentwood, CA 94513	After School Tutoring and Mentoring Program - East County	The purpose of this program is to provide free after school mentoring and tutorial services to underprivileged and English Learning Children in Brentwood, Oakley, Byron, Discovery Bay, Knightsen, and Bethel Island so children can reach their full potential in school. Primary Performance Measurement: Provide support services and teach basic skills to 40 Urban County youth.	Complete. However, the subrecipient fell short of its goal by 3 clients.	\$10,000	\$9,999.84	37	3	3	0	0	0	0	0	0	0	31	14	10	11	95%

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
20-22-PS	East Bay Center for Performing Arts 339 - 11th Street, Richmond, CA 94801	Deep Roots, Wide World Program - West County	The Purpose of this program is to provide a full year of in-school, hands-on music instruction, which will be sustained at Stege and Nystrom Elementary Schools, both Title I WCCUSD schools on Richmond's Southside. Instruction was provided via online/virtual learning and/or in-person, due to the COVID-19 pandemic. Primary Performance Measurement: Provide support services to 700 students.	Complete.	\$11,500	\$11,499.15	758	This program serves an area that meets the criteria for an "area benefit" activity.													
20-23-PS	Bay Area Community Resources (BACR) (Fiscal Agent) 171 Carlos Drive San Rafael, CA 94903 (415) 444-5580	James Morehouse Project at El Cerrito High School - 540 Ashbury Ave. El Cerrito, CA 94530 West County	The purpose of the project is to provide comprehensive mental health and student support services to students attending El Cerrito High School resulting in improved well-being and an increase in school connectedness among participants as measured by student pre/post evaluations. Primary Performance Measurement: Provide mental health services to 110 El Cerrito High School students in order to improve the students' well-being and reduce barriers to learning.	Complete.	\$10,000	\$10,000.00	112	15	17	10	1	0	0	0	0	0	$\frac{69}{36}$	59	44	9	100%
20-24-PS	Mount Diablo Unified School District 1266 San Carlos Ave., Room A6 Concord, CA 94518 (925) 691-0351	CARES After School Enrichment Program - Bay Point Census Tracts: 3141.04, 3141.03, 3142	The purpose of this program is to provide enrichment through the CARES After School Program to 700 elementary and middle school students in the Bay Point area as evidenced by on site and off site experiences and programs for students. Primary Performance Measurement: Provide after-school assistance and enrichment to at least 817 Urban County students attending the After School Program at Mt. Diablo High School.	Complete.	\$10,000	\$10,000.00	974	This program serves an area that meets the criteria for an "area benefit" activity.													

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Public Service Projects**

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								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
Objective H - 1 Housing & Supportive Services for the Homeless: Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.																					
20-04-PS	Loaves & Fishes of Contra Costa 835 Ferry Street Martinez, CA 94553 (925) 293-4792	Nourishing Lives in Martinez, Antioch, and Pittsburg; Martinez Dining Room Program - Martinez	The purpose of this program is to alleviate hunger by providing nutritious meals to low-income & homeless people seeking emergency food assistance. A hot mid-day meal will be served Monday through Friday at 835 Ferry Street in Martinez. Primary Performance Measurement: Provide emergency food assistance to 650 Urban County residents, resulting in improved nutrition.	Complete.	\$15,000	\$15,000.00	1,172	This program serves an area that meets the criteria for an "area benefit" activity.													
20-09-PS	Contra Costa Crisis Center PO Box 3364 307 Lennon Lane Walnut Creek, CA 94598 (925) 939-1916 x 107	Crisis / 211 Contra Costa Urban County	The purpose of this program is to provide information and referrals to Urban County residents including homeless persons, abused children, seniors, battered spouses, persons with HIV/AIDS, and the disabled. Primary Performance Measurement: Provide a homeless hotline and 211 information to 8,200 residents to access local health and social services 24 hours per day, 365 days per year, to meet emergency needs and provide resource information.	Complete.	\$18,000	\$18,000.00	8,375	$\frac{3045}{629}$	802	146	16	19	0	0	81	1340	2,926	8,375	0	0	100%
20-31-PS	Contra Costa County Behavioral Health Services Homeless 1350 Arnold Drive, Ste 202 Martinez, CA 94553 (925) 313-7700	CORE-Coordinated Outreach, Referral, and Engagement Program	Subrecipient provides day and evening homeless street outreach services to individuals living outside throughout the County to engage, stabilize, deliver health and basic need services, and aid in obtaining interim and permanent housing. Primary Performance Measurement: Provide services to 740 urban County residents.	Complete.	\$90,000	\$90,000.00	2,121	$\frac{764}{868}$	$\frac{868}{26}$	$\frac{24}{1}$	$\frac{280}{240}$	$\frac{34}{7}$	$\frac{4}{3}$	$\frac{6}{1}$	$\frac{52}{12}$	$\frac{1}{1}$	$\frac{88}{23}$	2,121	0	0	100%

**CONTRA COSTA COUNTY
FY 2020/21 CAPER
Public Service Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White	Af.Am	Asian	Am.Ind/ Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af.Am/ White	Am.Ind/ Af.Am	Other	30%	50%	80%	% of total
								Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.				
Objective H - 2 Prevention Services for Homeless: Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.																					
20-33-PS	Shelter Inc. 1333 Willow Pass Rd., #206 Concord, CA 94520 (925) 335-0698	Homeless Prevention and Rapid Rehousing Urban County	The purpose of this program is to prevent homelessness by helping clients maintain their housing and to rehouse those that are experiencing homelessness. Primary Performance Measurement: Provide 180 Urban County residents with homelessness prevention or rapid rehousing services to help them maintain their housing or to quickly regain housing following a period of homelessness.	Complete.	\$25,075	\$23,568.45	617	<u>310</u> 198	<u>163</u> 1	<u>79</u> 2	<u>13</u> 3	6	0	0	0	0	<u>46</u> 13	554	57	6	100%
TOTALS					\$674,375	\$600,108	33,594	<u>9856</u> 2929	<u>4215</u> 39	<u>3108</u> 18	<u>404</u> 251	<u>300</u> 8	<u>136</u> 32	<u>201</u> 1	<u>241</u> 14	<u>1372</u> 6	<u>8870</u> 4528	25,090	4,295	536	89%

**CONTRA COSTA COUNTY
FY 2020/21
CAPER
Economic Development Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income			
								White Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%	% of total
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																					
20-28-ED	Multicultural Institute 3600 Macdonald Avenue Richmond, CA 94805	Lifeskills/Day Labor Program	The purpose of this project is to connect workers to local employers, and advocate fair wage paying jobs; offer educational opportunities and courses to gain skills that allow participants to qualify for better paying jobs and reach financial stability; provide on the street workshops, and community events to inform day laborers about current immigration policies and provide immigration referrals. Performance Measurement: Serve 400 day laborers and other low-income individuals by providing them with workforce development opportunities and job placement assistance.	Complete. 661 low-income, underemployed Spanish-speaking immigrant laborers were provided with vocational training.	\$26,000	\$25,960.25	661	575 575	0	0	0	0	85 85	0	0	0	0	249	314	98	100%
20-29-ED	Opportunity Junction 3102 Delta Fair Blvd. Antioch, CA 94509 (925) 776-1133	Bay Point Career Development Services	The purpose of this program is to provide vocational services to 30 Bay Point residents, including assessment and development of employment plans, case management and service referrals. Primary Performance Measurement: Provide services to 30 low-income Urban County residents.	Complete. However, the subrecipient fell short of its goal by 20 clients.	\$20,000	\$20,000.00	10	1	4	1	0	1	0	0	0	0	3 3	7	1	2	100%
20-34-ED	CocoKids, Inc. 1035 Detroit Avenue Suite 200 Concord, CA 94518	Road to Success Urban County	The purpose of this project is to increase opportunities for very-low and low-income persons to start and succeed in operating a micro-enterprise as a family day-care provider. Primary Performance Measurement: Assist 90 urban county clients to open/maintain a family daycare business.	Complete. CocoKids, Inc. assisted 90 low-income, Urban County residents open or retain family daycare business.	\$90,000	\$90,000.00	90	46 25	19	8	2 1	0	1	3	2	2	7	37	26	27	100%

**CONTRA COSTA COUNTY
FY 2020/21
CAPER
Economic Development Projects**

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)									Income				
								White Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%	% of total
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																					
20-36-ED	Opportunity Junction 3102 Delta Fair Blvd. Antioch, CA 94509 (925) 776-1133	Administrative Careers Training	The purpose of this program is to increase employment opportunities for very low- and low-income persons that will lead to a career and economic self-sufficiency. Primary Performance Measurement: Train and place 3 low-income Urban County residents with employer clients (and place 10 residents overall)	Complete. A total of 3 low-income Urban County residents were placed with employer clients, while 44 total clients were placed with an average hourly wage of \$18.22/hr.	\$100,000	\$100,000.00	3	2	0	0	0	0	0	0	0	0	1 1	2	0	1	100%
20-37-ED	Renaissance Entrepreneurship Center 1500 MacDonald Avenue Richmond, CA 94801	Igniting the Power of Entrepreneurs hip to Build Economically Vibrant Families and Communities in Contra Costa County Richmond	The purpose of this project is to increase the number of micro-enterprises, owned and operated by very low- and low-income persons, and to sustain existing micro-enterprises. Primary Performance Measurement: Assist 42 CDBG eligible new or existing business owners develop and/or operate a business.	Complete. A total of 174 existing or aspiring businesses were assisted.	\$45,000	\$36,207.10	174	36 30	43 18	9	10 8	2 2	1 1	0	1	0	72 62	93	39	29	93%

CONTRA COSTA COUNTY
FY 2020/21
CAPER
Economic Development Projects

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)										Income				
								White Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%	% of total	
Objective CD-6 Economic Development: Reduce the number of persons below the poverty level, expand economic opportunities for very low- and low-income residents and increase the viability of neighborhood commercial areas.																						
20-38-ED	West Contra Costa Business Development Center, Inc. 812 San Pablo Avenue, Ste. 2 Pinole, CA 94564 (510) 932-1844	Emerging Entrepreneurs Program- West County	The purpose of this project is to improve the success of small businesses/micro-enterprises located in West County through business assistance and community building activities. Primary Performance Measurement: Provide assistance to 60 existing or prospective businesses in the targeted commercial corridors of San Pablo, Rodeo, North Richmond and Crockett to help business owners achieve key targets, including increased sales and profitability, expanded customer base and product offering, and/or improved storefronts.	Complete. The BDC provided assistance to 60 aspiring, start-up, or established small businesses in the West County region. Of these businesses, 13 new ventures were established and 2 were relaunched.	\$85,400	\$83,111.16	60	6	8	13	0	1	0	4	1	0	27 21	21	12	14	78%	
TOTAL					\$366,400	\$355,278.51	998	666 630	74 18	31	12 9	4 2	87 86	7	4	2	110 62	409	392	171	97%	

**CONTRA COSTA COUNTY
FY 2020/21 CAPER
Emergency Solutions Grants**

Project ID	Sponsor	Project Name/Location	Project Objective/Description	Category of Assistance	Project Status	ESG Funds Budgeted	FY 2020/21 Expenses	100% Match Provided By	Total Served	Race/Ethnicity														
										White	Af Am	Asian	Am.Ind./Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af. Am/ White	Am. Ind./ Af. Am	Other					
										Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.	Hisp.					
Objective H - 1: Housing & Supportive Services for the Homeless: Further "Housing First" approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.																								
20-45A-ESG	Contra Costa Health Services 1350 Arnold Drive Martinez, CA 94553	Emergency Shelters for Single Adults, Urban County	Subrecipient operates two emergency homeless shelters for single adults. The shelters are the main point of entry for the homeless into the continuum of homeless and housing services. These 24-hour facilities provide meals, laundry facilities, mail, telephones, and a wide array of on-site support services. Program will serve 300 homeless individuals.	Operating Support: No Staff Costs	Complete.	\$100,000.00	\$100,000.00	County General Fund	401	213 24	103 5	12	31 30	8 3	7 3	0	4	0	23 7					
20-45B-ESG	Contra Costa Health Services 1350 Arnold Drive Martinez, CA 94553	Calli House, Urban County	Subrecipient operates the Calli House Youth Shelter. The shelters are open 24-hours a day and provide meals, laundry facilities, mail, health screenings, telephones and a wide array of on-site support services. Program will provide services to 96 youth.	Operating Support: No Staff Costs	Complete. However, the subrecipient fell short of its goal by 86 Clients.	\$30,000.00	\$30,000.00	County General Fund	8	1 1	5	0	1 1	0	0	0	1	0	0					
20-45C-ESG	Contra Costa Health Services 1350 Arnold Drive Martinez, CA 94553	CORE-Coordinated Outreach, Referral, and Engagement Program	Subrecipient provides day and evening homeless street outreach services to individuals living outside throughout the County to engage, stabilize, deliver health and basic need services, and aid in obtaining interim and permanent housing. Program will provide services to 533 Urban County individuals.	Staff Costs	Complete.	\$30,844.00	\$30,844.00	County General Fund	4466	1715 278	1633 55	59 3	568 462	95 37	13 10	15 3	122 25	2 1	244 64					
20-45E-ESG	STAND! For Families Free of Violence P.O. Box 6406 Concord, CA 94524	Rollie Mullen Center, Urban County	Subrecipient provides emergency shelter for 24 women and their children who are homeless because they are in peril due to violent relationships. Up to six weeks of shelter and services are provided per household, including food, clothing, case management, employment assessment, and housing referrals. Program will provide services to 50 persons.	Essential Services	Complete. However, the subrecipient fell short of its goal by 49 clients.	\$50,000.00	\$49,000.00	Contra Costa Health Services Department	31	23 10	3	0	0	0	0	0	0	0	5					
20-45F-ESG	Trinity Center 1924 Trinity Avenue Walnut Creek, CA 94596	Trinity Center, Urban County	Subrecipient operates a drop-in center and provides breakfast and lunch, laundry, showers, clothing, food and support services to homeless clients. Services will be provided to 250 Urban County residents.	Staff Costs	Complete.	\$31,000.00	\$30,999.87	Private Funds	713	475 74	109 8	26	43 26	10 4	14 8	5	4 1	1	26 7					
Objective H - 2: Prevention Services for Homeless: Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.																								
20-45D-ESG	Shelter, Inc. of Contra Costa County 1333 Willow Pass Road, Suite 206 Concord, CA 94520	Homelessness Prevention and Rapid Rehousing Program	Provide homelessness prevention and rapid rehousing services to 60 Urban County individuals and families to prevent homelessness and to help them quickly regain housing following an episode of homelessness.	Staff Costs, Direct Client Financial Assistance and Indirect Costs (with HUD Approved Allocation Plan)	Complete. However, the subrecipient fell short of its goal by 45 clients.	\$131,021.00	\$111,855.64	Foundations and Private Funds	15	3	11	1	0	0	0	0	0	0	0					

**CONTRA COSTA COUNTY
FY 2020/21 CAPER
Emergency Solutions Grants**

Project ID	Sponsor	Project Name/Location	Project Objective/Description	Category of Assistance	Project Status	ESG Funds Budgeted	FY 2020/21 Expenses	100% Match Provided By	Total Served	Race/Ethnicity												
										White	Af Am	Asian	Am.Ind./Alskn Native	Native Haw'n/ Pacific Is.	Am. Ind./ White	Asian/ White	Af. Am/ White	Am. Ind./ Af. Am	Other			
ESG Program Administration																						
	Contra Costa Department of Conservation & Development 30 Muir Road Martinez, CA 94553	Program Administration	Provide oversight and direction to the ESG program.	Operating Support and Staff Costs		\$30,236.00	\$12,091.80	N/A														
Totals						\$403,101.00	\$364,791.31		5,634	<u>2430</u> 386	<u>1864</u> 69	<u>98</u> 3	<u>643</u> 518	<u>113</u> 45	<u>34</u> 21	<u>20</u> 3	<u>131</u> 26	<u>3</u> 1	<u>298</u> 78			

CONTRA COSTA COUNTY
FY 2020/21
Housing Projects

			Funds Allocated				Funds Expended FY 2020/21	Total Expended to Date	Affordability and/or Income Restrictions			
Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Objective AH-1 — New Construction of Affordable Rental Housing.												
Community Housing Development Corp of North Richmond 1535 A Street Richmond, CA 94801	Heritage Point North Richmond	Underway: Construction complete; closeout underway.	\$ 27,664,520	\$ 2,900,000	\$ -	\$ -	\$ -	\$ 2,870,000	0	41	1	42
Pacific West Communities 430 E. State St., Suite 100 Eagle, ID 83616	Twenty-One & Twenty-Three Nevin Richmond	Cancelled.	\$ 136,850,145	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	0	81	187	271
Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Galindo Terrace Concord	Delayed: NEPA Environmental Review underway.	\$ 51,416,738	\$ -	\$ 2,000,000	\$ 210,000	\$ -	\$ -	13	40	8	62
Community Housing Development Corp of North Richmond 1535 A Street Richmond, CA 94801	Legacy Court Richmond	Delayed: NEPA Environmental Review Complete.	\$ 30,603,349	\$ -	\$ 350,000	\$ -	\$ -	\$ -	23	11	8	43
Objective AH-2 — Homeownership Opportunities												
Habitat for Humanity East Bay/Silicon Valley 2619 Broadway Oakland, CA 94613	Pacifica Landing Bay Point	Delayed: Applicant is working to complete building permit approval, final map recording, etc.	\$ 1,954,168	\$ 999,999	\$ -	\$ -	\$ -		0	2	1	3
Habitat for Humanity East Bay/Silicon Valley 2619 Broadway Oakland, CA 94613	Las Juntas Walnut Creek	Delayed: NEPA Environmental Review complete. Legal documents preparation underway.	\$ 22,531,193		\$ 1,605,000		\$ -	\$ -	0	0	32	42

CONTRA COSTA COUNTY
FY 2020/21
Housing Projects

			Funds Allocated				Funds Expended FY 2020/21	Total Expended to Date	Affordability and/or Income Restrictions			
Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Objective AH-3 — Maintain and Preserve Affordable Housing												
Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Carena Elaine Null Bay Point Riley Court Concord	Complete.	\$ 36,157,056	\$ 161,900	\$ 825,000	\$ -	\$ 20,000	\$ 852,708	8	42	11	61
Richmond Neighborhood Housing Services 12972 San Pablo Avenue Richmond, CA 94805	Richmond Scattered Site Rehabilitation Phases 1 - 3 (2017, 2018, 2020)	Underway.	\$ 840,068	\$ 858,698	\$ -	\$ -	\$ -	\$ 515,904	4	1	2	7
Resources for Community Development 2220 Oxford Street Berkeley, CA 94596	Antioch Scattered Site Renovations (Pinecrest/ Terrace Glen) Antioch	Complete.	\$ 17,402,911	\$ -	\$ 1,300,000	\$ -	\$ 20,000	\$ 1,300,000	7	32	17	56
CCC Department of Conservation and Development 30 Muir Road Martinez, CA 94553	Neighborhood Preservation Program/ Urban County	Complete. Three(3) single-family home loans and thirteen (13) mobile home grants were provided to low-income households during FY 2020/21.	\$ 435,413	\$ 733,750	\$ -	\$ -	\$ 435,413		11	3	2	16
Mercy Housing California 1256 Market Street San Francisco, CA 94102	Hacienda Apartments Richmond	Underway.	\$ 50,595,846	\$ 1,810,000	\$ -	\$ -	\$ 9,243	\$ 9,243	15	133	0	150
Greater Richmond Interfaith Program 165 22nd Street Richmond, CA 94801	Safety Improvements at Veteran's HSG Richmond	Underway. Construction complete. Closeout underway	\$ 43,446	\$ 30,000	\$ -	\$ -	\$ -	\$ -	0	8	0	8
BRIDGE Housing Corporation 600 California Street, Suite 900 San Francisco, CA 94108	Coggins Square Contra Costa Centre	Underway. Rehab started spring 2020 expected to be complete late 2021.	\$ 80,128,831	\$ 2,370,000	\$ -	\$ -		\$ 2,350,000	16	40	30	86
Richmond Housing Authority 330 24th Street Richmond, CA 94804	Nevin Plaza Richmond	Underway: Construction complete. Closeout underway.	\$ 1,108,756	\$ 401,523	\$ -	\$ -	\$ -	\$ 301,530	0	142	0	142

CONTRA COSTA COUNTY
FY 2020/21
Housing Projects

			Funds Allocated				Funds Expended FY 2020/21	Total Expended to Date	Affordability and/or Income Restrictions			
Sponsor	Project Name/ Location	Project Status	Total Cost	CDBG/ NSP	HOME	HOPWA	CDBG, NSP, HOME, and HOPWA	CDBG, NSP, HOME, and HOPWA	30%	50%	80%	Unit Total
Program Administration												
Department of Conservation and Development 30 Muir Road Martinez, CA 94554	HOME, HOPWA Program Administration	Provide oversight and administer the HOME, NSP, and HOPWA programs.			\$ 338,100	\$ 63,341	\$ 549,808	\$ 549,808				
TOTALS			\$ 530,902,888	\$ 11,010,870	\$ 12,922,040	\$ 442,681	\$ 3,595,836	\$ 14,135,297	101	583	302	1,162

CONTRA COSTA COUNTY

FY 2020/21

CAPER

Community Development Block Grant-Coronavirus (CDBG-CV) Projects

Project ID	Sponsor	Project Name/ Location	Project Objective/Description	Project Status	CDBG-CV Funds Budgeted	FY 2020/21 Expenses	Total Served	Race/Ethnicity (bottom number represents those who identify Hispanic as ethnicity in addition to selecting a racial category)									Income				
								White Hisp.	Af.Am Hisp.	Asian Hisp.	Am.Ind/ Alskn Native Hisp.	Native Haw'n/ Pacific Is. Hisp.	Am.Ind/ White Hisp.	Asian/ White Hisp.	Af.Am/ White Hisp.	Am.Ind/ Af.Am Hisp.	Other Hisp.	30%	50%	80%	% of total
20-01-CDBG-CV	Food Bank of Contra Costa and Solano	Collaborative Food Distribution CV	The purpose of this program is to provide food to low-income persons in the Urban County during the COVID-19 pandemic. Primary Performance Measurement: Assist 9,000 urban county clients.	Complete. However, the fell short, only serving 42% of their goal	\$242,562	\$242,562.00	3799	1004 59	644 4	866 6	23	28	2 1	68	1	0	1163 636	3799	0	0	100%
20-02A-CDBG-CV	Loaves & Fishes of Contra Costa	Nourishing Lives CV - Martinez	The purpose of this program is to provide free lunches and groceries weekdays to homeless and low-income Urban County residents at the Loaves & Fishes Martinez Dining Room. The Martinez Dining Room will begin serving weekend meals in response to the COVID-19 pandemic. Primary Performance Measurement: Serve 200 urban county clients.	Underway	\$121,281	\$98,031.41	This project will serve an area that meets the criteria for an "area benefit" activity.														
20-02B-CDBG-CV	Loaves & Fishes of Contra Costa	Nourishing Lives CV - Oakley	The purpose of this program is to provide free lunches and groceries on weekdays to homeless and low-income Urban County residents at the Loaves & Fishes Oakley Dining Room. Primary Performance Measurement: Serve 200 Urban County residents.	Underway	\$121,281	\$95,304.70	687	404 27	23 13	12	100 18	0	33 25	32	12	0	71 36	286	25	12	47%
20-61-CDBG-CV	Meals on Wheels Diablo Region	Meals on Wheels (MOW) CV	The purpose of this program is to help frail, homebound seniors to age in place. Moreover, clients benefit from daily health/wellness checks and ongoing monitoring during home visits. Primary Performance Measurement: Serve 300 Urban County residents.	Underway	\$242,562	\$205,562.41	351	247 56	45	43	1	0	0	0	0	0	0	0	351	0	100%
20-04-CDBG-CV	Renaissance Entrepreneurs hip Center	Renaissance Richmond CV	The purpose of this program is to provide loan/grant assistance and relief to eligible microenterprises. These businesses will receive no more than \$10,000 in loans/grants. Primary Performance Measurement: Provide assistance to 50 Urban County new or existing business owners develop/or operate their business during the COVID-19 Pandemic.	Underway	\$727,687	\$84,275.10	26	4	10	3	0	0	0	0	0	0	9 4	12	6	8	100%



**Contra
Costa
County**

To: Board of Supervisors
From: Robert Campbell, Auditor-Controller
Date: September 21, 2021

Subject: Adoption of 2021-22 Secured Property Tax Rates and Authorization to Levy the 2021-22 Property Tax Roll

RECOMMENDATION(S):

ADOPT the fiscal year 2021-22 secured property tax rates as shown on Exhibit A, attached; AUTHORIZE the levy of these rates and those adopted by cities and multi-county districts, as shown in Exhibit B, against the taxable secured property within the County that is subject to each rate (anticipated revenues specified in Exhibit A are subject to changes in the secured roll); and ADOPT and levy the 2021-22 tax rate as shown on Exhibit B for the Unitary and Operating Non-Unitary property assessed by the State Board of Equalization with a single countywide value, as recommended by the Auditor-Controller.

FISCAL IMPACT:

Adoption of the attached property tax rates will generate over \$2.6 billion in property tax revenues to be apportioned to the County, Cities, Schools and other eligible agencies.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joanne Bohren,
925-335-8610

cc:

BACKGROUND:

Under Government Code Section 29100, the Board of Supervisors (Board) is responsible for the adoption by resolution of the tax rates for the current year secured property tax roll. The General Obligation Bond rates are provided by the Auditor-Controller at a level adequate to support the annual debt service requirements and necessary bond reserves. Government Code Section 29101 requires that the Board levy these rates on the appropriate taxable property in the County. Revenue and Taxation Code Section 100(b) provides for the tax rate to be applied to the Unitary and Operating Non-Unitary property.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this action will result in the County not being in compliance with Government Code Section 29101 and this will result in the loss of over \$2.6 billion in property tax revenues.

ATTACHMENTS

Exhibit A

Exhibit B

Exhibit A

COUNTYWIDE TAX AND TAX RATES CALCULATED BY THE AUDITOR-CONTROLLER

Government Code Section 29142 allows a collection fee for debt service requirements on bonds authorized and issued by special districts up to one-fourth of one percent. The tax amounts and rates for special districts include an additional one-fourth of one percent as the County's collection fee.

	Amount to be raised <u>on Secured Roll</u>	Rate as Percentage <u>of Full Value</u>
Countywide tax	\$2,278,034,000	1.0000 %
<u>LOCAL SPECIAL DISTRICTS</u>		
Contra Costa Water Land Levy	727,300	.0023
Pleasant Hill Rec. & Park 2009	1,476,200	.0160
<u>SCHOOL DISTRICTS</u>		
ELEMENTARY:		
Brentwood Elementary 1997	1,840,400	.0150
Brentwood Elementary 2003	2,108,200	.0172
Brentwood Elementary 2016	1,465,600	.0119
Byron Elementary 2006	838,800	.0238
Lafayette Elementary 2016	2,438,900	.0229
Moraga Elementary 2016	1,905,800	.0387
Oakley Elementary 1998	527,200	.0105
Oakley Elementary 2004	980,000	.0194
Oakley Elementary 2016	1,347,800	.0266
Orinda Elementary	545,500	.0068
Orinda Union 2018E	2,206,900	.0274
Orinda Union 2018I	2,218,400	.0275
Walnut Creek Elementary 1995	364,000	.0022
Walnut Creek Elementary 2002	2,085,200	.0124
Walnut Creek Elementary 2016	1,762,300	.0105
HIGH SCHOOL:		
Acalanes Union 1997	4,098,400	.0101
Acalanes Union 2002	9,522,000	.0235
Liberty Union 2001	3,322,100	.0153
Liberty Union 2016	4,490,400	.0207
UNIFIED SCHOOL DISTRICTS:		
Antioch USD SFID 2008	2,735,600	.0367
Antioch USD SFID 2012	2,349,300	.0315
John Swett 2002	493,300	.0192
John Swett 2008	1,373,300	.0532
John Swett 2016-P	1,263,600	.0490
John Swett 2016-Q	798,300	.0310
Martinez Unified 2010	3,220,900	.0488
Martinez Unified 2016	3,772,700	.0571
Mt Diablo 2002	11,677,700	.0256
Mt Diablo 2010	21,940,700	.0480
Mt Diablo 2018	7,409,200	.0162
Pittsburg Unified 1995	0	.0000
Pittsburg Unified 2004	0	.0000
Pittsburg Unified 2006	1,563,200	.0294
Pittsburg Unified 2010	2,638,800	.0496
Pittsburg Unified 2014	2,041,400	.0384
Pittsburg Unified 2018	2,490,000	.0468
San Ramon Unified 2002	27,007,900	.0490
San Ramon Unified 2012	14,278,900	.0260
West Contra Costa Unified 1998	734,100	.0022
West Contra Costa Unified 2000	5,188,300	.0151
West Contra Costa Unified 2002	20,711,300	.0600
West Contra Costa Unified 2005	24,232,900	.0703
West Contra Costa Unified 2010	15,540,300	.0451
West Contra Costa Unified 2012	14,206,800	.0412
West Contra Costa Unified 2020	20,711,300	.0600
COMMUNITY COLLEGE:		
CC Community College 2002	8,634,500	.0039
CC Community College 2006	9,778,300	.0044
CC Community College 2014	20,731,300	.0093

Exhibit B

TAX RATES ADOPTED BY OTHER DISTRICTS

Per certifications received from the governing body of each district.

Rate as Percentage
of Full Value

MULTI-COUNTY DISTRICTS:

Bay Area Rapid Transit 2004	.0025 %
Bay Area Rapid Transit 2016	.0035
East Bay Regional Park	.0020
Livermore Joint Unified 1999	.0353
Livermore Jt 2016	.0353
Chabot-Las Positas Comm Coll 2004	.0229
Chabot-Las Positas Comm Coll 2016	.0229

CITIES:

Orinda Roads Bond 2014	.0140
Orinda Roads Bond 2016	.0190
Brentwood, City of	.0049
Lafayette, City of	.0050
Richmond Pension Tax	.1400
Martinez Park Bond 2008	.0254

TAX LEVY FOR UNITARY AND OPERATING NON-UNITARY PROPERTY FOR 2021/22

Rate as Percentage
of Full Value

Countywide Tax (UNITARY)	1.8168 %
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**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 21, 2021

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on August 25, 2021, and the Health Services Director as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Sharron Mackey,
925-313-6004

cc: Marey Wilhelm, Terri Bostick

ATTACHMENTS

Provider List

**Contra Costa Health Plan
Providers Approved by the MEDICAL DIRECTOR
August 25, 2021**

CREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Banka, Sridevi, NP	Mid-Level Psychiatry
Cen, Min, NP	Mid-Level Psychiatry
Jarmuth-Newman, Senda, ACSW	Mental Health Services
Hernandez, Kristin, MFT	Mental Health Services
Kubulan, Gabrielle, ACSW	Mental Health Services
Posadas, Charity, AMFT	Mental Health Services
Bi, Susanna, BCBA, M.Ed	Qualified Autism Provider
Cassano, Danielle, BCBA, MS	Qualified Autism Provider
Mujica, Jessica, BCBA, MA	Qualified Autism Provider
Smith, Sheila, BCBA, MS	Qualified Autism Provider
Chappell-Watts, Jessica, BCBA, MA	Qualified Autism Provider
Connis, Elizabeth, BCBA, MS	Qualified Autism Provider
Calabria, Kristin, AMFT, MA	Mental Health Services
Mendoza, Corina, AMFT, MS	Mental Health Services
Pena-Solis, Merlyn, ACSW	Mental Health Services
Green, Emily, MD	Dermatopathology
Martinez, Crystal, BCBA, MS	Qualified Autism Provider
Mitchell, Crystal, BCBA, MS	Qualified Autism Provider

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 25, 2021

CREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Pierre, Cameron, MA	Qualified Autism Provider
Rodriguez, Jacqueline, LCSW	Mental Health Services
Rodriguez-Vieyra, Nicolas, BCBA, MS	Qualified Autism Provider
Sidwell, Jazmin, MA	Qualified Autism Provider
Lechuga, Yesenia, MS	Qualified Autism Provider
Sarkar, Anumita, BCBA, MS	Qualified Autism Provider
Shibuya, Barry, MD	Rheumatology
Tarrant, Christine, LCSW	Mental Health Services
Wallace, Johnny, MA	Qualified Autism Provider

CREDENTIALING ORGANIZATIONAL PROVIDERS AUGUST 2021		
Provider Name	Provide the Following Services	Location
Windsor Park Care Center	Skilled Nursing Facility	Fremont
Windsor Hampton Care	Skilled Nursing Facility	Stockton

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 26, 2021

CREDENTIALING ORGANIZATIONAL PROVIDERS AUGUST 2021		
Provider Name	Provide the Following Services	Location
Windsor Vallejo Nursing	Skilled Nursing Facility	Vallejo

RE-CREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Amador, Kellie, NP	Mid-Level Urgent Care
Angle, Niren, MD	Surgery - Vascular
Antelo, Fernando, MD	Wound MD
Chan, Anthony, MD	General Surgery
Chan, Rodney, DPM	Podiatry
Cheng, Huilan, MD	Gastroenterology
Chiu, May, MD	Nephrology
Choi, Jiyon, MD	Hematology/ Oncology
Gharagozlou, Barsam, MD	Pediatrics

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 25, 2021

RECREREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Gordon, Danielle, PA	Family Medicine
Gupta, Ravinder, MD	Internal Medicine
Haake, Curtis, DC	Chiropractic Medicine
He, Chenyin, MD	Nephrology
Hounshell, Lynda, BCBA	Qualified Autism Provider
Hwang, Patrick, BCBA	Qualified Autism Provider
Keledjian, Varujan, MD	Gastroenterology
Kellert, Brian, DO	Perinatology
LeNoir, Michael, MD	Pediatrics/Allergy Immunology
Lim, Mira, MD	Ophthalmology
Lo, Irene, MD	Surgery General-Bariatric
Michaelis, Linda, RD	Dietitian

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 26, 2021

RECREREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Molnar, Esther, MD	Infectious Disease
Murphy, Aileen, DO	Surgery - General, Bariatric
Narayan, Subhendu, MD	Gastroenterology
Novak, Valerie, MFT	Mental Health Services
Phillips, Lauren, PhD	Mental Health Services
Pillai, Prasad, MD	Hematology/ Oncology
Prado, Frances, NP	Mid Level - Urgent Care
Scales, Donovan, MFT	Mental Health Services
Sherman, Michael, MD	Oncology Hematology
Simon-Weisberg, Deborah, MD	Family Medicine
Thompson, Melissa, LCSW	Mental Health Services
Tsai, Wilson, MD	Surgery - Cardiothoracic

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 25, 2021

RECREREDENTIALING PROVIDERS AUGUST 2021	
Name	Specialty
Turtle, Scott, PT	Physical Therapy
Vu, Cuon Tat, MD	Family Medicine
Williams, Cynthia CNM	Midwife, Mid-level Family Planning

RECREREDENTIALING ORGANIZATIONAL PROVIDERS AUGUST 2021		
Provider Name	Provide the Following Services	Location
Fresenius Medical Care	Dialysis Center	Dixon
DaVita-Pleasanton	Dialysis Center	Pleasanton
DaVita Oakland Dialysis	Dialysis Center	Oakland
Dental Surgery Centers	Ambulatory Surgery Center	Stockton
DaVita - San Pablo Dialysis	Dialysis	San Pablo

Contra Costa Health Plan

Providers Approved by the MEDICAL DIRECTOR
AUGUST 26, 2021

RECREDEntIALING PROVIDERS AUGUST 2021	
Name	Specialty
Gaffey, Felisa, MFT, PsyD	Mental Health Services
Harvey-Smith, Shabren, LCSW	Mental Health Services
Smith, Jackey, LCSW, PsyD	Mental Health Services

BopI-AUGUST 25th and 26th, 2021



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Martinez Unified School District General Obligation Bonds, Election of 2016, Series 2021

RECOMMENDATION(S):

ADOPT Resolution No. 2021/295 authorizing the issuance and sale of "Martinez Unified School District General Obligation Bonds, Election of 2016, Series 2021" in an amount not to exceed \$30,000,000 by the Martinez Unified School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

FISCAL IMPACT:

There is no fiscal impact to the County.

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

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Timothy Ewell, (925) 655-2043

cc:

BACKGROUND:

The Martinez Unified School District intends to issue \$30,000,000 General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code. The District adopted a resolution on September 13, 2021 authorizing the sale and issuance of the bonds.

This issuance was approved by the voters as part of a bond measure listed on the November 8, 2016 ballot authorizing a total of \$120,000,000 "...*to modernize, construct and/or renovate classrooms, restrooms and school facilities at elementary schools; improve student access to modern technology; upgrade inadequate electrical systems; replace deteriorating plumbing systems; construct career/technical education classrooms, including science labs; and replace leaky roofs...*".

The Series 2021 bonds will be the final tranche of bonds related to the November 8, 2016 authorization. The District previously issued bonds in the amount of \$30,000,000 in 2017, 2019 and 2020.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District will not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

Resolution 2021/295

Clerk's Certificate

District Resolution

MINUTES ATTACHMENTS

Signed: Resolution No. 2021/295

Signed: Clerk's Certificate

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

Adopted this Resolution on 09/21/2021 by the following vote:

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



Resolution No. 2021/295

RESOLUTION AUTHORIZING THE MARTINEZ UNIFIED SCHOOL DISTRICT TO ISSUE ITS MARTINEZ UNIFIED SCHOOL DISTRICT (CONTRA COSTA COUNTY, CALIFORNIA), GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2021, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 WITHOUT FURTHER ACTION OF THE BOARD OF SUPERVISORS OR OFFICERS OF THE COUNTY

RESOLVED, by the Board of Supervisors of the County of Contra Costa, State of California, that:

WHEREAS, an election was duly and regularly held in the Martinez Unified School District (the "District") on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting a bond measure to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$120,000,000 (the "Bonds"), and at least 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private sale pursuant to Section 15140 and 15146 of the California Education Code; and

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of a county may authorize a school district over which the county superintendent of schools has jurisdiction, and which has not received a qualified or negative certification in its most recent interim report, to issue and sell bonds on its own behalf without further action of the board of supervisors or officers of the county; and

WHEREAS, the Board of Education of the District, a school district under the jurisdiction of the Superintendent of Schools of the County of Contra Costa, adopted on September 13 2021, a resolution (the "District Resolution") providing for the issuance of its "Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2021," in an aggregate principal amount not to exceed \$30,000,000, in one or more series to be designated by the District (the "Series 2021 Bonds") pursuant to Section 53506 *et seq.* of the California Government Code and additionally providing for the negotiated sale thereof pursuant to Sections 15140 and 15146 of the California Education Code; and

WHEREAS, by said District Resolution, the District has requested that this Board of Supervisors (the "Board") of the County of Contra Costa (the "County") authorize the District on its own behalf to issue and sell the Series 2021 Bonds at a negotiated sale, all pursuant to Sections 53506 *et seq.* of the California Government Code and Section 15140(b) of the California Education Code and subject to the terms set forth in the District Resolution, and has represented and warranted to the Board that it has not received a qualified or negative certification in its most recent interim report;

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED as follows:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Authorization of District Issuance and Sale. The Board hereby authorizes the issuance and private negotiated sale of the Series 2021 Bonds by the District on its own behalf, pursuant to the terms set forth in the District Resolution and as authorized by and in full compliance with all applicable laws, including but not limited to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, as determined by the District's bond counsel. This authorization shall only apply to the Series 2021 Bonds authorized to be issued by said District Resolution.

Section 3. Purpose. The purpose of this action is to permit the District to sell its Series 2021 Bonds in the manner that the District determines is in its best interests and the best interests of its taxpayers, as provided in the District Resolution.

Section 4. District Responsibilities. Pursuant to Section 15140(c) of the California Education Code, the Board of Education of the District shall transmit the District Resolution and a copy of the final debt service schedule for the Series 2021 Bonds, reflecting the principal amounts and interest rates of such Series 2021 Bonds as determined in the sale thereof, to the Treasurer-Tax Collector of the County (the "County Treasurer") and to the County Controller (the "County Controller"), forthwith after the sale of the Series 2021 Bonds, and in any event no later than the date reasonably requested by such officers, in order to permit the County to establish tax rates and necessary funds or accounts for the Series 2021 Bonds.

Section 5. County Responsibilities. (a) The County, including the officers thereof and this Board of Supervisors, assumes no responsibility for any of the proceedings following the adoption of this Resolution which involve or result in the sale and issuance of the Series 2021 Bonds, including but not limited to, any proceedings for the sale and issuance of the Series 2021 Bonds or the validity of the Series 2021 Bonds. (b) The County levies and collects taxes, pays principal and interest on the Series 2021 Bonds when due, and holds the bond proceeds and tax funds for the Series 2021 Bonds that have been duly issued and sold by the District, as otherwise required by law. (c) The County, including the officers and employees thereof and this Board of Supervisors, assumes no responsibility for establishing a tax rate for any new issue of bonds in any year in which the information required by Section 4 hereof to be delivered to the County officers is delivered later than the deadline established by such officers in order to permit compliance with California Government Code Section 29100 *et seq.* (d) Except as otherwise provided by this Resolution and by law, neither the County, this Board or any officers, officials or employees of the County shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series 2021 Bonds shall be payable solely from tax proceeds available therefor as set forth in this Section 5.

Section 6. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this Resolution, or related to the proceedings for sale, award, issuance and delivery of the Series 2021 Bonds in accordance herewith and with the District Resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 7. Limited Responsibility for Official Statement. Neither this Board of Supervisors nor any officer of the County has prepared or reviewed the official statement of the District describing the Series 2021 Bonds (the "Official Statement"), and this Board of Supervisors and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Series 2021 Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series 2021 Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, and the Series 2021 Bonds shall be payable solely from tax proceeds and any other moneys of the District available therefore as set forth in the District Resolution and herein. This provision in no manner limits the obligations of the County to levy, collect and hold property taxes for the Series 2021 Bonds as required by law.

Section 9. Delivery of Resolution. The Clerk of the Board of Supervisors is hereby directed to deliver a copy of this Resolution to the Superintendent of the District.

Section 10. Effective Date: This Resolution shall take effect from and after its adoption.

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

Contact: Timothy Ewell, (925) 655-2043

ATTESTED: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

cc:

Section 2. Authorization of District Issuance and Sale. The Board hereby authorizes the issuance and private negotiated sale of the Series 2021 Bonds by the District on its own behalf, pursuant to the terms set forth in the District Resolution and as authorized by and in full compliance with all applicable laws, including but not limited to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, as determined by the District's bond counsel. This authorization shall only apply to the Series 2021 Bonds authorized to be issued by said District Resolution.

Section 3. Purpose. The purpose of this action is to permit the District to sell its Series 2021 Bonds in the manner that the District determines is in its best interests and the best interests of its taxpayers, as provided in the District Resolution.

Section 4. District Responsibilities. Pursuant to Section 15140(c) of the California Education Code, the Board of Education of the District shall transmit the District Resolution and a copy of the final debt service schedule for the Series 2021 Bonds, reflecting the principal amounts and interest rates of such Series 2021 Bonds as determined in the sale thereof, to the Treasurer-Tax Collector of the County (the "County Treasurer") and to the County Controller (the "County Controller"), forthwith after the sale of the Series 2021 Bonds, and in any event no later than the date reasonably requested by such officers, in order to permit the County to establish tax rates and necessary funds or accounts for the Series 2021 Bonds.

Section 5. County Responsibilities. (a) The County, including the officers thereof and this Board of Supervisors, assumes no responsibility for any of the proceedings following the adoption of this Resolution which involve or result in the sale and issuance of the Series 2021 Bonds, including but not limited to, any proceedings for the sale and issuance of the Series 2021 Bonds or the validity of the Series 2021 Bonds. (b) The County levies and collects taxes, pays principal and interest on the Series 2021 Bonds when due, and holds the bond proceeds and tax funds for the Series 2021 Bonds that have been duly issued and sold by the District, as otherwise required by law. (c) The County, including the officers and employees thereof and this Board of Supervisors, assumes no responsibility for establishing a tax rate for any new issue of bonds in any year in which the information required by Section 4 hereof to be delivered to the County officers is delivered later than the deadline established by such officers in order to permit compliance with California Government Code Section 29100 *et seq.* (d) Except as otherwise provided by this Resolution and by law, neither the County, this Board or any officers, officials or employees of the County shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series 2021 Bonds shall be payable solely from tax proceeds available therefor as set forth in this Section 5.

Section 6. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this Resolution, or related to the proceedings for sale, award, issuance and delivery of the Series 2021 Bonds in accordance herewith and with the District Resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 7. Limited Responsibility for Official Statement. Neither this Board of Supervisors nor any officer of the County has prepared or reviewed the official statement of the District describing the Series 2021 Bonds (the "Official Statement"), and this Board of Supervisors and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the District's Official Statement and in a preliminary Official Statement, and to certify in writing prior to or upon the issuance of the Series 2021 Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series 2021 Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, and the Series 2021 Bonds shall be payable solely from tax proceeds and any other moneys of the District available therefore as set forth in the District Resolution and herein. This provision in no manner limits the obligations of the County to levy, collect and hold property taxes for the Series 2021 Bonds as required by law.

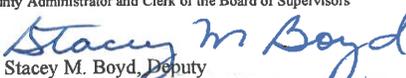
Section 9. Delivery of Resolution. The Clerk of the Board of Supervisors is hereby directed to deliver a copy of this Resolution to the Superintendent of the District.

Section 10. Effective Date: This Resolution shall take effect from and after its adoption.

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

ATTESTED: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By:  Deputy

Contact: Timothy Ewell, (925) 655-2043

CLERK'S CERTIFICATE

I, Stacey M. Boyd, Deputy Clerk of the Board of Supervisors (the "Board") of the County of Contra Costa, do hereby certify that the attached is a full, true and correct copy of a resolution and order duly adopted at a regular meeting of the Board held at the regular meeting place thereof on September 21, 2021, and entered in the minutes thereof, of which meeting all the members of the Board had due notice and at which a quorum thereof was present.

An agenda of said meeting was posted at least 72 hours before said meeting at 1025 Escobar Street, Martinez, California, a location freely accessible to members of the public, and on the County's website at <https://www.contracosta.ca.gov/4664/Board-Meeting-Agendas-and-Videos>, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I further certify that I have carefully compared the attached copy with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand this 21st day of September 2021.

Stacey M. Boyd
Deputy Clerk of the Board of Supervisors
County of Contra Costa

CLERK’S CERTIFICATE

I, _____, Deputy Clerk of the Board of Supervisors (the “Board”) of the County of Contra Costa, do hereby certify that the attached is a full, true and correct copy of a resolution and order duly adopted at a regular meeting of the Board held at the regular meeting place thereof on [_____], 2021, and entered in the minutes thereof, of which meeting all the members of the Board had due notice and at which a quorum thereof was present.

An agenda of said meeting was posted at least 72 hours before said meeting at 651 Pine Street, Room 107, Martinez, California, a location freely accessible to members of the public, and on the County’s website at <https://www.contracosta.ca.gov/4664/Board-Meeting-Agendas-and-Videos>, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I further certify that I have carefully compared the attached copy with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand this _____ day of _____, 2021.

Deputy Clerk of the Board of Supervisors
County of Contra Costa

RESOLUTION NO. 2022-03

RESOLUTION OF THE BOARD OF EDUCATION OF THE MARTINEZ UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$30,000,000 AGGREGATE PRINCIPAL AMOUNT OF BONDS OF MARTINEZ UNIFIED SCHOOL DISTRICT, BY A NEGOTIATED SALE, PRESCRIBING THE TERMS OF SALE, APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND A CONTINUING DISCLOSURE CERTIFICATE, APPROVING THE FORM OF AN OFFICIAL STATEMENT FOR THE BONDS, AND AUTHORIZING THE EXECUTION OF NECESSARY DOCUMENTS AND CERTIFICATES AND RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Martinez Unified School District (the “District”), located in the County of Contra Costa, California (the “County”), on November 8, 2016, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code) was submitted to the electors of the District (the “Bond Measure”):

“To modernize, construct and/or renovate classrooms, restrooms and school facilities at elementary schools; improve student access to modern technology; upgrade inadequate electrical systems; replace deteriorating plumbing systems; construct career/technical education classrooms, including science labs; and replace leaky roofs, shall the Martinez Unified School District issue \$120,000,000 of bonds, at legal interest rates, with annual audits, an independent citizens’ oversight committee, NO money for teacher or administrator salaries and all funds locally-controlled?”

and

WHEREAS, passage of said proposition required at least a 55% affirmative vote of the votes cast therein, and at least 55% of the votes cast on said proposition were in favor of issuing said bonds; and

WHEREAS, on May 24, 2017, pursuant to Resolution No. 2017-28 of the Board of Education of the District (the “Board of Education”), adopted on March 27, 2017, the District issued a portion of such bonds, designated “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2017” in an aggregate principal amount of \$30,000,000; and

WHEREAS, on March 7, 2019, pursuant to Resolution No. 2019-14 of the Board of Education of the District, adopted on January 28, 2019, the District issued a portion of such bonds, designated “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2019” in an aggregate principal amount of \$30,000,000; and

WHEREAS, on December 1, 2020, pursuant to Resolution No. 2021-08 of the Board of Education of the District, adopted on October 12, 2020, the District issued a portion of such bonds, designated “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2020” in an aggregate principal amount of \$30,000,000, leaving \$30,000,000 aggregate principal amount authorized but unissued under the Bond Measure; and

WHEREAS, at this time, the Board of Education of the District deems it necessary and desirable to authorize and consummate the sale of another portion of the bonds, designated the “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2021” (the “Series 2021 Bonds”), with such additional or other series or subseries designations as may be approved as herein provided, in an aggregate principal amount not exceeding \$30,000,000, for purposes of financing projects authorized to be financed under the Bond Measure, according to the terms and in the manner hereinafter set forth; and

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that a school district may issue and sell bonds on its own behalf at a private or negotiated sale pursuant to Sections 15140 and 15146 of the California Education Code; and

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of a county may authorize a school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county if said school district has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, the Series 2021 Bonds shall be issued and sold by the District on its own behalf at a negotiated sale pursuant to authorization to be obtained from the Board of Supervisors of the County (the “Board of Supervisors”); and

WHEREAS, the Board of Education has determined that securing the timely payment of the principal of and interest on the Series 2021 Bonds by obtaining a municipal bond insurance policy with respect thereto could be economically advantageous to the District; and

WHEREAS, a form of Bond Purchase Agreement (such Bond Purchase Agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Bond Purchase Agreement”) to purchase the Series 2021 Bonds proposed to be entered into with D.A. Davidson & Co., as underwriter (the “Underwriter”) has been prepared; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”) requires that, in order to be able to purchase or sell the Series 2021 Bonds, the Underwriter must have reasonably determined that the issuer or other obligated person has undertaken in a written agreement or contract for the benefit of the holders of the Series 2021 Bonds to provide disclosure of certain financial and operating information and certain enumerated events on an ongoing basis; and

WHEREAS, in order to cause such requirement to be satisfied, the District desires to execute and deliver a Continuing Disclosure Certificate (such Continuing Disclosure Certificate, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Continuing Disclosure Certificate”), a form of which has been prepared; and

WHEREAS, the Preliminary Official Statement to be distributed in connection with the public offering of the Series 2021 Bonds has been prepared (such Preliminary Official Statement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the “Preliminary Official Statement”); and

WHEREAS, California Government Code Section 5852.1 requires that the Board of Education obtain from an underwriter, financial advisor or private lender and disclose, prior to authorization of the issuance of bonds with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the bonds, (b) the sum of all fees and charges paid to third parties with respect to the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, and (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, in compliance with California Government Code Section 5852.1, the Board of Education has obtained from Isom Advisors, a Division of Urban Futures, Inc., as financial advisor under California Education Code Section 15146(b)(1)(C) and as municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the “Municipal Advisor”), and from the Underwriter the required good faith estimates and such estimates are disclosed and set forth on Exhibit A attached hereto; and

WHEREAS, the District has previously adopted a local debt policy (the “Debt Management Policy”) that complies with California Government Code Section 8855(i), and the District’s sale and issuance of the Series 2021 Bonds as contemplated by this Resolution is in compliance with the Debt Management Policy; and

WHEREAS, the Board of Education has been presented with the form of each document referred to herein relating to the financing contemplated hereby, and the Board of Education has examined each document and desires to approve, authorize and direct the execution of such documents and the consummation of such financing; and

WHEREAS, the District desires that the County levy and collect a tax on all taxable property within the District sufficient to provide for payment of the Series 2021 Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County, the Treasurer-Tax Collector of the County and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of principal of and interest on the Series 2021 Bonds, all pursuant to Sections 15250 and 15251 of the California Education Code; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the actions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the District is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such actions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Martinez Unified School District, as follows:

Section 1. Recitals. All of the above recitals are true and correct and the Board of Education so finds.

Section 2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Resolution, have the meanings specified herein, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Auditor-Controller” means the Auditor-Controller of the County or any authorized deputy thereof.

“Authorized Officers” means the President of the Board of Education, or such other member of the Board of Education as the President may designate, the Superintendent of the District, the Assistant Superintendent, Administrative Services of the District, or such other officer or employee of the District as the Superintendent may designate.

“Board of Education” means the Board of Education of the District.

“Board of Supervisors” means the Board of Supervisors of the County.

“Bond Purchase Agreement” means the Bond Purchase Agreement relating to the sale of the Series 2021 Bonds by and between the District and the Underwriter in accordance with the provisions hereof.

“Bonds” means all bonds, including refunding bonds, of the District heretofore or hereafter issued pursuant to voter-approved measures of the District, including bonds approved by the voters of the District on November 2, 2010, and pursuant to the Bond Measure, as all such Bonds are required by State law to be paid from the interest and sinking fund.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2021 Bonds.

“Code” means the Internal Revenue Code of 1986.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed and delivered by the District relating to the Series 2021 Bonds.

“County” means the County of Contra Costa.

“District” means the Martinez Unified School District.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for the Series 2021 Bonds, including any such successor thereto appointed pursuant to Section 9 hereof.

“Interest Payment Date” means February 1 and August 1 of each year, commencing on February 1, 2022, or such other dates as may be set forth in the Bond Purchase Agreement.

“Investment Agreement” shall have the meaning set forth in Section 15 hereof.

“Official Statement” means the Official Statement of the District relating to the Series 2021 Bonds.

“Opinion of Bond Counsel” means an opinion of counsel of nationally recognized standing in the field of law relating to municipal bonds.

“Owner” means, with respect to any Series 2021 Bond, the person whose name appears on the Registration Books as the registered Owner thereof.

“Paying Agent” means The Bank of New York Mellon Trust Company, N.A., or the Treasurer of the County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution, appointed as Paying Agent to act as authenticating agent, bond registrar, transfer agent and paying agent for the Series 2021 Bonds in accordance with Section 8 hereof.

“Preliminary Official Statement” means the Preliminary Official Statement of the District relating to the Series 2021 Bonds.

“Record Date” means, with respect to any Interest Payment Date for Series 2021 Bonds, the 15th day of the calendar month immediately preceding such Interest Payment Date for such Series 2021 Bonds, whether or not such day is a business day, or such other date or dates as may be set forth in the Bond Purchase Agreement.

“Registration Books” means the books for the registration and transfer of the Series 2021 Bonds maintained by the Paying Agent in accordance with Section 8(d) hereof.

“Series 2021 Bonds” means the bonds authorized and issued pursuant to this Resolution, in one or more series or subseries, designated the “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2021,” with such additional or other series or subseries designations as may be approved as herein provided.

“State” means the State of California.

“Tax Certificate” means the Tax Certificate with respect to the Series 2021 Bonds not issued as Taxable Bonds, executed by the District, dated the date of issuance of such Series 2021 Bonds.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

“Taxable Bonds” means those Series 2021 Bonds the interest on which is not Tax-Exempt.

“Treasurer” means the Treasurer-Tax Collector of the County or any authorized deputy thereof.

“Underwriter” means D.A. Davidson & Co., as underwriter.

Section 3. Authorization and Designation of Bonds. Subject to the authorization of the District by the Board of Supervisors of the County to issue and sell the Series 2021 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code, which authorization is hereby respectfully requested, the Series 2021 Bonds described herein are being issued pursuant to the authority of Article 4.5 of Chapter 3, of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable provisions of law, including applicable provisions of the California Education Code. The Board of Education hereby authorizes the issuance and sale, by a negotiated sale, of not to exceed \$30,000,000 aggregate principal amount of Series 2021 Bonds. The Series 2021 Bonds may be issued in one or more series or subseries and shall be designated “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2021,” with appropriate additional or other series or subseries designations as approved by an Authorized Officer. The proceeds of the Series 2021 Bonds, exclusive of any premium and accrued interest received by the District, shall be applied to finance projects authorized to be financed under the Bond Measure.

Section 4. Form of Bonds; Execution. (a) *Form of Series 2021 Bonds.* The Series 2021 Bonds shall be issued in fully registered form without coupons. The Series 2021 Bonds and the certificate of authentication and registration and the form of assignment to appear on each of them, shall be in substantially the form attached hereto as Exhibit B, with necessary or appropriate variations, omissions and insertions as permitted or required by this Resolution.

(b) *Execution of Bonds.* The Series 2021 Bonds shall be signed by the manual or facsimile signatures of the President of the Board of Education, and countersigned by the manual or facsimile signature of the Clerk or Secretary of the Board of Education (or the designee of any of such respective officers if any are unavailable). The Series 2021 Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

(c) *Valid Authentication.* Only such of the Series 2021 Bonds as shall bear thereon a certificate of authentication and registration as described in subsection (a) of this Section, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of authentication and registration shall be conclusive evidence that

the Series 2021 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Resolution.

(d) *Identifying Number.* The Paying Agent shall assign each Series 2021 Bond authenticated and registered by it a distinctive letter, or number, or letter and number, and shall maintain a record thereof at its principal office, which record shall be available to the District and the County for inspection.

Section 5. Terms of Bonds. (a) *Date of Series 2021 Bonds.* The Series 2021 Bonds shall be dated the date of their delivery, or such other date as shall be set forth in the Bond Purchase Agreement.

(b) *Denominations.* The Series 2021 Bonds shall be issued in denominations of \$5,000 principal amount or any integral multiple thereof.

(c) *Maturity.* The Series 2021 Bonds shall mature on the date or dates, in each of the years, in the principal amounts and in the aggregate principal amount as shall be set forth in the Bond Purchase Agreement. No Series 2021 Bond shall mature later than the date which is 30 years from the date of the Series 2021 Bonds, to be determined as provided in subsection (a) of this Section. No Series 2021 Bond shall have principal maturing on more than one principal maturity date.

(d) *Interest.* The Series 2021 Bonds shall bear interest at an interest rate or rates not to exceed 8.00% per annum, payable on the Interest Payment Dates in each year computed on the basis of a 360-day year of twelve 30-day months. Each Series 2021 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless it is authenticated after the close of business on a Record Date and on or prior to the succeeding Interest Payment Date for such Series 2021 Bond, in which event it shall bear interest from such Interest Payment Date, or unless it is authenticated on or before the Record Date preceding the first Interest Payment Date for such Series 2021 Bond, in which event it shall bear interest from its dated date; provided, however, that if, at the time of authentication of any Series 2021 Bond, interest is in default on any outstanding Series 2021 Bonds, such Series 2021 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on the outstanding Series 2021 Bonds.

(e) *Interest; Tax-Exempt or Taxable.* Each series or subseries of the Series 2021 Bonds or portion thereof may be issued such that the interest on such series or subseries of Series 2021 Bonds or portion thereof is Tax-Exempt or such that the interest on such series or subseries of Series 2021 Bonds or portion thereof is not Tax-Exempt. The Board of Education hereby finds and determines that, pursuant to Section 5903 of the California Government Code, the interest payable on each series or subseries of the Series 2021 Bonds or portion thereof issued as Taxable Bonds will be subject to federal income taxation under the Code in existence on the date of issuance of such series or subseries of Series 2021 Bonds.

Section 6. Payment of Bonds. (a) *Request for Tax Levy.* The money for the payment of principal, redemption premium, if any, and interest on the Series 2021 Bonds shall be raised by taxation upon all taxable property in the District and provision shall be made for the levy and

collection of such taxes in the manner provided by law and for such payment out of the interest and sinking fund of the District. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Series 2021 Bonds in such year, and to pay from such taxes all amounts due on the Series 2021 Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to redeem the Series 2021 Bonds, and to pay the principal, redemption premium, if any, and interest thereon, and all fees and expenses of the Paying Agent, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, as and when the same become due.

(b) *Principal.* The principal of the Series 2021 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the principal corporate trust office of the Paying Agent.

(c) *Interest; Record Date.* The interest on the Series 2021 Bonds shall be payable on each Interest Payment Date in lawful money of the United States of America to the Owner thereof as of the Record Date preceding such Interest Payment Date, such interest to be paid by check or draft mailed on such Interest Payment Date (if a business day, or on the next business day if the Interest Payment Date does not fall on a business day) to such Owner at such Owner's address as it appears on the Registration Books or at such address as the Owner may have filed with the Paying Agent for that purpose except that the payment shall be made by wire transfer of immediately available funds to any Owner of at least \$1,000,000 of outstanding Series 2021 Bonds who shall have requested in writing such method of payment of interest prior to the close of business on the Record Date immediately preceding any Interest Payment Date.

(d) *Interest and Sinking Fund.* Principal and interest due on the Series 2021 Bonds shall be paid from the interest and sinking fund of the District as provided in Section 15146 of the California Education Code.

(e) *Obligation of the District.* No part of any fund or account of the County is pledged or obligated to the payment of the Series 2021 Bonds. The obligation for repayment of the Series 2021 Bonds is the sole obligation of the District.

(f) *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of Bonds of the District and amounts on deposit in the interest and sinking fund of the District to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The property taxes and amounts held in the interest and sinking fund of the District shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund of the District to secure the payment of the Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. The pledge is an agreement between the District and the owners of Bonds to provide security for the Bonds in addition to any statutory lien that may exist, and the Bonds secured by

the pledge are or were issued to finance one or more of the projects specified in the applicable voter-approved measure.

(g) *Insurance.* The payment of principal of and interest on all or a portion of the Series 2021 Bonds may be secured by a municipal bond insurance policy as shall be described in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that no municipal bond insurance policy shall be obtained. The Authorized Officers are each hereby authorized and directed to qualify the District for municipal bond insurance for the Series 2021 Bonds and authorize that such insurance be obtained if the present value cost of such insurance is less than the present value of the estimated interest savings with respect to the Series 2021 Bonds. The Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver a contract or contracts for such insurance if such contract is deemed by the Authorized Officer executing the same to be in the best interests of the District, such determination to be conclusively evidenced by such Authorized Officer's execution and delivery of such contract. If the Authorized Officers so deem and obtain municipal bond insurance, and such insurance is issued by a mutual insurance company, the Authorized Officers are each hereby authorized and directed to enter into any required mutual insurance agreement substantially in such insurer's standard form with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such requirement or approval to be conclusively evidenced by the execution of such agreement by such Authorized Officer.

Section 7. Redemption Provisions. (a) *Optional Redemption.* The Series 2021 Bonds may be subject to redemption, at the option of the District, on the dates and terms as shall be designated in the Bond Purchase Agreement. The Bond Purchase Agreement may provide that the Series 2021 Bonds shall not be subject to optional redemption.

(b) *Selection.* If less than all of the Series 2021 Bonds, if any, are subject to such redemption and are called for redemption, such Series 2021 Bonds shall be redeemed in inverse order of maturities or as otherwise directed by the District (or as otherwise set forth in the Bond Purchase Agreement), and if less than all of the Series 2021 Bonds of any given maturity are called for redemption, the portions of such Series 2021 Bonds of a given maturity to be redeemed shall be determined by lot in any manner deemed fair by the Paying Agent (or as otherwise set forth in the Bond Purchase Agreement).

(c) *Mandatory Sinking Fund Redemption.* The Series 2021 Bonds, if any, which are designated in the Bond Purchase Agreement as term bonds shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot (or as otherwise set forth in the Bond Purchase Agreement), from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. Unless otherwise provided in the Bond Purchase Agreement, the principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately or as otherwise directed by the District by the amount of any Series 2021 Bonds of that maturity redeemed in accordance with subsection (a) of this Section prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Series 2021 Bonds shall not be subject to mandatory sinking fund redemption. The Auditor-Controller is hereby authorized to create such sinking funds or accounts for the term Series 2021 Bonds as shall be necessary to accomplish the purposes of this Section.

(d) *Notice of Redemption.* Notice of any redemption of the Series 2021 Bonds shall be mailed by the Paying Agent, postage prepaid, not less than 20 nor more than 60 days prior to the redemption date (i) by first class mail to the County and the respective Owners thereof at the addresses appearing on the Registration Books, and (ii) as may be further required in accordance with the Continuing Disclosure Certificate.

Each notice of redemption shall state (i) the date of such notice; (ii) the name of the Series 2021 Bonds and the date of issue of the Series 2021 Bonds; (iii) the redemption date; (iv) the redemption price; (v) the series of Series 2021 Bonds and the dates of maturity or maturities of Series 2021 Bonds to be redeemed; (vi) if less than all of the Series 2021 Bonds of a series of any maturity are to be redeemed, the distinctive numbers of the Series 2021 Bonds of each maturity of such series to be redeemed; (vii) in the case of Series 2021 Bonds of a series redeemed in part only, the respective portions of the principal amount of the Series 2021 Bonds of each maturity of such series to be redeemed; (viii) the CUSIP number, if any, of each maturity of Series 2021 Bonds of a series to be redeemed; (ix) a statement that such Series 2021 Bonds must be surrendered by the Owners at the principal corporate trust office of the Paying Agent, or at such other place or places designated by the Paying Agent; (x) notice that further interest on such Series 2021 Bonds will not accrue after the designated redemption date; and (xi) in the case of a conditional notice, that such notice is conditioned upon certain circumstances and the manner of rescinding such conditional notice.

(e) *Effect of Notice.* A certificate of the Paying Agent that notice of redemption has been given to Owners as herein provided shall be conclusive as against all parties. Neither the failure to receive the notice of redemption as provided in this Section, nor any defect in such notice shall affect the sufficiency of the proceedings for the redemption of the Series 2021 Bonds or the cessation of interest on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Series 2021 Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Series 2021 Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Series 2021 Bonds at the place specified in the notice of redemption, such Series 2021 Bonds shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Series 2021 Bonds so called for redemption after such redemption date shall be entitled to payment thereof only from the interest and sinking fund or the trust fund established for such purpose. All Series 2021 Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) *Right to Rescind Notice.* The District may rescind any optional redemption and notice thereof for any reason on any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the owners of the Series 2021 Bonds so called for redemption. Any optional redemption and notice thereof shall be rescinded if for any reason on the date fixed for redemption moneys are not available in the interest and sinking fund or otherwise held in trust for such purpose in an amount sufficient to pay in full on said date the principal of, interest, and any premium due on the Series 2021 Bonds called for redemption. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given.

The actual receipt by the owner of any Series 2021 Bond of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) *Funds for Redemption.* Prior to or on the redemption date of any Series 2021 Bonds there shall be available in the interest and sinking fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the redemption prices as in this Resolution provided, the Series 2021 Bonds designated in the notice of redemption. Such monies shall be applied on or after the redemption date solely for payment of principal of, interest and premium, if any, on the Series 2021 Bonds to be redeemed upon presentation and surrender of such Series 2021 Bonds, provided that all monies in the interest and sinking fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the interest and sinking fund of the District, unless otherwise provided to be paid from such monies held in trust. If, after all of the Series 2021 Bonds have been redeemed and cancelled or paid and cancelled, there are monies remaining in the interest and sinking fund of the District or otherwise held in trust for the payment of redemption price of the Series 2021 Bonds, the monies shall be held in or returned or transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from such fund; provided, however, that if the monies are part of the proceeds of Bonds of the District, the monies shall be transferred to the fund created for the payment of principal of and interest on such Bonds. If no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all of the outstanding Series 2021 Bonds all or any part of the principal, interest and premium, if any, on the Series 2021 Bonds at the times and in the manner provided herein and in the Series 2021 Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District and the County as provided in Section 6 hereof, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Series 2021 Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Series 2021 Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) of this Section shall apply in all events.

For purposes of this Section, the District may pay and discharge any or all of the Series 2021 Bonds by depositing in trust with the Paying Agent, or an escrow agent selected by the District, at or before maturity, money or non-callable direct obligations of the United States of America (including zero interest bearing State and Local Government Series) or other non-callable obligations the payment of the principal of and interest on which is guaranteed by a pledge of the full faith and credit of the United States of America, in an amount which will, together with the interest to accrue thereon and available monies then on deposit in the interest and sinking fund of the District, be fully sufficient to pay and discharge the indebtedness on such Series 2021 Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates.

(i) *Unclaimed Monies.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent or an escrow agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Series 2021 Bonds and remaining unclaimed for two years after the principal of all of the Series 2021 Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding Bonds of the District payable from the fund; or, if no such Bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8. Paying Agent. (a) *Appointment; Payment of Fees and Expenses.* This Board of Education does hereby consent to and confirm the appointment of The Bank of New York Mellon Trust Company, N.A., to act as the initial paying agent for the Series 2021 Bonds. All fees and expenses of the Paying Agent shall be the sole responsibility of the District, and to the extent not paid from the proceeds of sale of the Series 2021 Bonds, or from the interest and sinking fund of the District, insofar as permitted by law, including specifically by Section 15232 of the California Education Code, such fees and expenses shall be paid by the District.

(b) *Resignation, Removal and Replacement of Paying Agent.* The Paying Agent initially appointed or any successor Paying Agent may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, the District shall appoint a successor Paying Agent, which shall be the Treasurer of the County, including his or her designated agents, or any bank, trust company, national banking association or other financial institution, doing business in and having a corporate trust office in California, with at least \$50,000,000 in net assets.

(c) *Principal Corporate Trust Office.* The initial Paying Agent, and any successor Paying Agent, shall designate each place or places where it will conduct the functions of transfer, registration, exchange, payment, and surrender of the Series 2021 Bonds, and any reference herein to the "principal corporate trust office" of the Paying Agent shall mean the office so designated for a particular purpose, which includes the office of the Treasurer of the County, or the office of his or her designated agents, if the Treasurer of the County is acting in the capacity of Paying Agent. If no office is so designated for a particular purpose, such functions shall be conducted at the office of The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas, or the principal corporate trust office of any successor Paying Agent.

(d) *Registration Books.* The Paying Agent shall keep or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Series 2021 Bonds, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred on the Registration Books, Series 2021 Bonds as provided in Sections 9 and 10 hereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Series 2021 Bonds paid and discharged by it. Such records shall be provided, upon reasonable request, to the District in a format mutually agreeable to the Paying Agent and the District.

(e) *Merger or Consolidation.* Any bank, national banking association or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or

any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (b) of this Section shall be the successor to such Paying Agent, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 9. Transfer Under Book-Entry System; Discontinuation of Book-Entry System. (a) *Appointment of Depository; Book-Entry System.* Unless otherwise specified in the Bond Purchase Agreement, DTC is hereby appointed depository for each series of the Series 2021 Bonds and the Series 2021 Bonds shall be issued in book-entry form only, and shall be initially registered in the name of “Cede & Co.,” as nominee of DTC. One bond certificate shall be issued for each maturity of each series or subseries of the Series 2021 Bonds; provided, however, that if different CUSIP numbers are assigned to Series 2021 Bonds of a series or subseries maturing in a single year or, if Series 2021 Bonds of the same series or subseries maturing in a single year are issued with different interest rates, additional bond certificates shall be prepared for each such maturity. Registered ownership of such Series 2021 Bonds of each such maturity, or any portion thereof, may not thereafter be transferred except as provided in this Section or Section 10 hereof:

(i) To any successor of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this Section (a “substitute depository”); provided, however that any successor of DTC, as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository; provided that no substitute depository which is not objected to by the District can be obtained, or (2) a determination by the District that it is in the best interests of the District to remove DTC or its successor (or any substitute depository or its successor) from its functions as depository.

(b) *Transfers.* In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) of this Section, upon receipt of the outstanding Series 2021 Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, a new Series 2021 Bond for each maturity shall be executed and delivered (in the aggregate principal amount of such Series 2021 Bonds then outstanding), registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to clause (iii) of subsection (a) of this Section, upon

receipt of the outstanding Series 2021 Bonds by the Paying Agent together with a written request of the District to the Paying Agent, new Series 2021 Bonds shall be executed and delivered in such denominations, numbered in the manner determined by the Paying Agent, and registered in the names of such persons, as are requested in such written request of the District, subject to the limitations of Section 5 hereof and the receipt of such a written request of the District, and thereafter, the Series 2021 Bonds shall be transferred pursuant to the provisions set forth in Section 10 hereof; provided, however, that the Paying Agent shall not be required to deliver such new Series 2021 Bonds within a period of less than 60 days after the receipt of any such written request of the District.

(c) *Partial or Advance Refundings.* In the case of partial redemption or an advance refunding of the Series 2021 Bonds evidencing all or a portion of the principal amount then outstanding, DTC shall make an appropriate notation on the Series 2021 Bonds indicating the date and amounts of such reduction in principal.

(d) *Treatment of Registered Owner.* The District and the Paying Agent shall be entitled to treat the person in whose name any Series 2021 Bond is registered as the owner thereof, notwithstanding any notice to the contrary received by the District or the Paying Agent; and the District and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Series 2021 Bonds, and neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party, including DTC or its successor (or substitute depository or its successor), except for the Owner of any Series 2021 Bonds.

(e) *Form of Payment.* So long as the outstanding Series 2021 Bonds are registered in the name of Cede & Co. or its registered assigns, the District and the Paying Agent shall cooperate with Cede & Co., as sole registered Owner, or its registered assigns in effecting payment of the principal of and interest on the Series 2021 Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

Section 10. Transfer and Exchange. (a) *Transfer.* Following the termination or removal of DTC or successor depository pursuant to Section 9 hereof, any Series 2021 Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2021 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Series 2021 Bond or Series 2021 Bonds shall be surrendered for transfer, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2021 Bond or Series 2021 Bonds, of the same maturity, Interest Payment Date and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by any Owner of Series 2021 Bonds requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Series 2021 Bond shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2021 Bonds for redemption, and (ii) after any Series 2021 Bond has been selected for redemption.

(b) *Exchange.* The Series 2021 Bonds may be exchanged for Series 2021 Bonds of other authorized denominations of the same series, maturity, Interest Payment Date and interest rate or rates, by the Owner thereof, in person or by the duly authorized attorney of such Owner, upon surrender of such Series 2021 Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed request for exchange in a form approved by the Paying Agent.

Whenever any Series 2021 Bond or Series 2021 Bonds shall be surrendered for exchange, the designated District officials shall execute and the Paying Agent shall authenticate and deliver, as provided in Section 4 hereof, a new Series 2021 Bond or Series 2021 Bonds of the same series, maturity and interest payment mode and interest rate or rates (for a like aggregate principal amount). The Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of any Series 2021 Bonds shall be required to be made by the Paying Agent (i) during the period established by the Paying Agent for selection of the Series 2021 Bonds for redemption, and (ii) after any Series 2021 Bond has been selected for redemption.

Section 11. Bond Purchase Agreement; Sale of Bonds. (a) *Bond Purchase Agreement.* The form of Bond Purchase Agreement, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Bond Purchase Agreement in substantially said form, with such changes, insertions and omissions therein as the Authorized Officer executing the same may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (a) the true interest cost for the Series 2021 Bonds shall not be in excess of 4.22%, (b) the interest rates on the Series 2021 Bonds shall not exceed 8.00% per annum, (c) the ratio of total debt service to principal of the Series 2021 Bonds shall not exceed four to one, (d) the Underwriter's discount for the sale of Series 2021 Bonds shall not exceed 0.400% of the principal amount of such Series 2021 Bonds (exclusive of any costs of issuance the Underwriter contracts to pay), and (e) the Series 2021 Bonds shall otherwise conform to the limitations specified herein.

The Bond Purchase Agreement shall recite the aggregate principal amount of the Series 2021 Bonds, and the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual Interest Payment Dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, if any.

(b) *Method of Sale.* The Board of Education hereby finds and determines that the sale of the Series 2021 Bonds at negotiated sale as contemplated herein and by the Bond Purchase Agreement will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series 2021 Bonds to fit the needs of particular purchasers, and greater opportunity for the Underwriter to pre-market the Series 2021 Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Reserves and Capitalized Interest.* In accordance with subsections (i) and (j) of Section 15146 of the California Education Code, the Authorized Officers are each hereby authorized to cause to be deposited in the interest and sinking fund of the District proceeds of sale of the Series 2021 Bonds (in addition to any premium or accrued interest received) to fund (i) an annual reserve permitted by Section 15250 of the California Education Code, and/or (ii) capitalized interest in an amount not exceeding the interest scheduled to become due on the Series 2021 Bonds for a period of two years from the date of issuance of the Series 2021 Bonds, as shall be set forth in the Bond Purchase Agreement, if any such a deposit is deemed by the Authorized Officer executing the same to be in the best interests of the District.

(d) *Good Faith Estimates.* In accordance with California Government Code Section 5852.1 and subsection (b)(1)(D) of Section 15146 of the California Education Code, good faith estimates of the following have been obtained from the Municipal Advisor and the Underwriter and are set forth on Exhibit A attached hereto: (a) the true interest cost of the Series 2021 Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Series 2021 Bonds, (c) the amount of proceeds of the Series 2021 Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Series 2021 Bonds, and (d) the sum total of all debt service payments on the Series 2021 Bonds calculated to the final maturity of the Series 2021 Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Series 2021 Bonds. In accordance with Section 15146(d) of the California Education Code, the actual costs associated with the issuance of the Series 2021 Bonds shall be presented to this Board of Education at its next scheduled public meeting following the sale of the Series 2021 Bonds.

(e) *Costs of Issuance.* In accordance with subsection (h) of Section 15146 of the California Education Code, to the extent not contracted to be paid by the Underwriter, the Authorized Officers are each hereby authorized to cause to be deposited in a costs of issuance account, which may be held by a bank, national banking association or trust company meeting the qualifications necessary to be a paying agent set forth in Section 8, as cost of issuance administrator, proceeds of sale of the Series 2021 Bonds (exclusive of any premium or accrued interest received) in an amount not exceeding 2.00% of the principal amount of the Series 2021 Bonds sold, as shall be set forth in the Bond Purchase Agreement, for the purposes of paying the costs associated with the issuance of the Series 2021 Bonds.

Section 12. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, is hereby approved, and the Authorized Officers are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 to be satisfied, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such Authorized Officer.

Section 13. Preliminary Official Statement. The Preliminary Official Statement to be distributed in connection with the public offering of the Series 2021 Bonds, in substantially the form submitted to this meeting and made a part hereof as though set forth herein, with such changes, insertions and omissions as may be approved by an Authorized Officer, is hereby

approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Series 2021 Bonds is hereby authorized and approved. The Authorized Officers are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). If and to the extent it is necessary to make substantial changes to the Preliminary Official Statement prior to the offering and sale of the Series 2021 Bonds, the use of the Preliminary Official Statement in connection with the offering and sale of the Series 2021 Bonds, and the certification of its finality within the meaning of Rule 15c2-12 by an Authorized Officer, shall follow the distribution to the Board of Education of a revised draft of the Preliminary Official Statement with accompanying directions and instructions to members of the Board of Education to review the revised Preliminary Official Statement and provide comments to such Authorized Officer.

Section 14. Official Statement. The preparation and delivery of an Official Statement with respect to the Series 2021 Bonds, and its use by the Underwriter in connection with the offering and sale of the Series 2021 Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Series 2021 Bonds with such changes, insertions and omissions as may be approved by an Authorized Officer, such approval to be conclusively evidenced by the execution and delivery thereof. The Authorized Officers are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the final Official Statement with respect to the Series 2021 Bonds and any amendment or supplement thereto and thereupon to cause such final Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 15. Investment of Proceeds. (a) *Deposit of Proceeds.* As provided in subsection (g) of Section 15146 of the California Education Code, (i) except as permitted by subsection (h) of Section 15146 of the California Education Code, the proceeds of the sale of the Series 2021 Bonds, exclusive of any premium or accrued interest received, shall be deposited in the County treasury to the credit of the building fund of the District, (ii) the proceeds deposited in the building fund of the District shall be drawn out as other school moneys are drawn out, and (iii) the bond proceeds withdrawn shall not be applied to any purposes other than those for which the Series 2021 Bonds were issued. In accordance with subsection (g) of Section 15146 of the California Education Code, at no time shall the proceeds of the Series 2021 Bonds be withdrawn by the District for investment outside the County treasury. Amounts in the building fund of the District shall be invested so as to be available for the aforementioned disbursements and the District shall keep a written record of such disbursements. Pursuant to subsection (g) of Section 15146 of the California Education Code, any premium or accrued interest received by the District from the sale of the Series 2021 Bonds, shall be deposited in the interest and sinking fund of the District.

(b) *Investment of Proceeds.* All funds held in the interest and sinking fund of the District established for the Series 2021 Bonds shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time. Proceeds of the Series 2021 Bonds held in the building fund of the District shall be invested at the discretion of the Treasurer of the County pursuant to State law, including California

Government Code Section 53601 *et. seq.*, and the investment policy of the County, as either may be amended or supplemented from time to time.

(c) *Investment Agreements.* To the extent permitted by law, at the written request of an Authorized Officer, each of whom is hereby expressly authorized to make such request, all or any portion of the building fund of the District may be invested on behalf of the District, in investment agreements, including guaranteed investment contracts, float contracts or other investment products (collectively, "Investment Agreements"), which comply with the requirements of each rating agency then rating the Series 2021 Bonds necessary in order to maintain the then-current rating on the Series 2021 Bonds. Pursuant to Section 5922 of the California Government Code, the Board of Education hereby finds and determines that the Investment Agreements will reduce the amount and duration of interest rate risk with respect to amounts invested pursuant to the Investment Agreements and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Series 2021 Bonds or enhance the relationship between risk and return with respect to investments of proceeds of the Series 2021 Bonds and funds held to pay the Series 2021 Bonds.

Section 16. Tax Covenants. (a) *General.* The District shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on any Tax-Exempt Series 2021 Bonds under Section 103 of the Code. Without limiting the generality of the foregoing, the District hereby covenants that it will comply with the requirements of the Tax Certificate to be executed by the District on the date of issuance of any Tax-Exempt Series 2021 Bonds. The provisions of this subsection (a) shall survive payment in full or defeasance of the Series 2021 Bonds.

(b) *Yield Restriction.* In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any monies held by the Treasurer of the County on behalf of the District, in accordance with this Resolution or pursuant to law, the District shall so request of the Treasurer of the County in writing, and the District shall make its best efforts to ensure that the Treasurer of the County shall take such action as may be necessary in accordance with such instructions.

(c) *Reliance on Opinion of Bond Counsel.* Notwithstanding any provision of this Section, if the District shall provide to the Treasurer of the County an Opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on any Tax-Exempt Series 2021 Bonds under Section 103 of the Code, the Treasurer of the County may conclusively rely on such Opinion of Bond Counsel in complying with the requirements of this Section and each Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Section 17. Professional Services. Isom Advisors, a Division of Urban Futures, Inc., shall serve as Municipal Advisor to the District for the Series 2021 Bonds. Orrick, Herrington & Sutcliffe LLP shall serve as bond counsel and disclosure counsel to the District for the Series 2021 Bonds. D.A. Davidson & Co. shall serve as Underwriter for the Series 2021 Bonds.

Section 18. Delegation of Authority. The Authorized Officers are, and each of them is, hereby authorized and directed, jointly and severally, to execute and deliver, for and on behalf of the District, any and all agreements, documents, certificates and instruments, and to do and cause to be done any and all things, which they may deem necessary or advisable in order to consummate the transactions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution, including, without limitation negotiating the terms of the insurance policy, if any, referred to herein.

Section 19. Approval of Actions. All actions heretofore taken by the officers, employees and agents of the District with respect to the issuance and sale of the Series 2021 Bonds, or in connection with or related to any of the agreements, documents, certificates or instruments referred to herein, are hereby approved, confirmed and ratified.

Section 20. Debt Management Policy; Notice to California Debt and Investment Advisory Commission. With the passage of this Resolution, the Board of Education hereby certifies that the Debt Management Policy complies with California Government Code Section 8855(i), and that the Series 2021 Bonds authorized to be issued pursuant to this Resolution are consistent with such policy, and instructs Bond Counsel, on behalf of the District, with respect to each series of Series 2021 Bonds issued pursuant to this Resolution, (a) to cause notices of the proposed sale and final sale of the Series 2021 Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and (b) to check, on behalf of the District, the “Yes” box relating to such certifications in the notice of proposed sale filed pursuant to California Government Code Section 8855.

Section 21. Electronic Signatures; DocuSign. The Board of Education hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

Section 22. Filing with County. The Superintendent, or such other officer or employee of the District as the Superintendent may designate, is hereby authorized and directed to report to the Auditor-Controller of the County the final terms of sale of the Series 2021 Bonds, and to file with the Auditor-Controller and with the Treasurer of the County a copy of the executed Bond Purchase Agreement and this Resolution, and the schedule of amortization of the principal of and payment of interest on the Series 2021 Bonds, and to file with the Treasurer of the County a proposed schedule of draws on the building fund of the District, and this Resolution shall serve as the notice required to be given by Section 15140(c) of the California Education Code and as the District’s request to the Auditor-Controller of the County and the Board of Supervisors of the County to propose and adopt in each year a tax rate applicable to all taxable property of the District for payment of the Series 2021 Bonds, pursuant to law; and to the other officers of the County to levy and collect said taxes for the payment of the Series 2021 Bonds, to pay in a timely manner to the Paying Agent on behalf of the Owners of the Series 2021 Bonds the principal, interest, and premium, if any, due on the Series 2021 Bonds in each year, and to create in the County treasury to the credit of the District a building fund and an interest and sinking fund pursuant to Section 15146 of the California Education Code.

Section 23. Contract with Bondholders. The provisions of this Resolution shall be a contract with each and every owner of Bonds and the duties of the District and of the Board of Education and the officers of the District shall be enforceable by any owner of Bonds by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 24. Amendments. This Resolution may be modified or amended without the consent of the Owners in order to cure ambiguities or provide clarification, provided that such modification or amendment does not materially adversely affect the rights of owners of Bonds. For any other purpose, this Resolution may be modified or amended only with the consent of the Owners of a majority of the aggregate principal amount of all Series 2021 Bonds then outstanding; provided that any such modification or amendment to Section 6(f) or Section 23 shall require the consent of the owners of a majority of the aggregate principal amount of all Bonds then outstanding. No such modification or amendment shall extend the maturity of, reduce the interest rate or redemption premium on or principal amount of any Series 2021 Bond or reduce the percentage of consent required for amendment hereof without the express consent of all the owners so affected.

Section 25. Indemnification of County. The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of any resolution by the Board of Supervisors of the County authorizing the District to issue and sell the Series 2021 Bonds without the further action of the Board of Supervisors pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

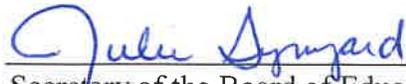
Section 26. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED this day, September 13, 2021.



President of the Board of Education of the
Martinez Unified School District

ATTEST:



Secretary of the Board of Education of the
Martinez Unified School District

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Series 2021 Bonds in compliance with Section 15146(b)(1)(D) of the California Education Code and Section 5852.1 of the California Government Code. Such good faith estimates have been provided to the District by Isom Advisors, a Division of Urban Futures, Inc., as the District's financial advisor under California Education Code Section 15146(b)(1)(C) and the District's municipal advisor under Section 15B of the Securities Exchange Act of 1934 (the "Municipal Advisor"), and by D.A. Davidson & Co., the underwriter of the Series 2021 Bonds (the "Underwriter").

Principal Amount. The Municipal Advisor and the Underwriter have informed the District that, based on the District's financing plan and market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the aggregate principal amount of the Series 2021 Bonds to be sold in a public offering is \$30,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Series 2021 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Series 2021 Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2021 Bonds, is 3.22%.

Finance Charge of the Series 2021 Bonds. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the finance charge for the Series 2021 Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Series 2021 Bonds), is \$295,000, as follows:

a)	Underwriter's Discount	\$120,000
b)	Credit Enhancement	N/A*
c)	Bond Counsel and Disbursements	40,000
d)	Disclosure Counsel and Disbursements	20,000
e)	Municipal Advisor and Disbursements	71,000
f)	Rating Agency	30,750
g)	Other Expenses	13,250

* A municipal bond insurance policy with respect to the Series 2021 Bonds is not expected to be obtained.

Amount of Proceeds to be Received. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for sale of the Series 2021 Bonds, less the finance charge of the Series 2021 Bonds, as estimated above, and

any reserves or capitalized interest paid or funded with proceeds of the Series 2021 Bonds, is \$29,825,000.

Total Payment Amount. The Municipal Advisor and the Underwriter have informed the District that, assuming that the Estimated Principal Amount of the Series 2021 Bonds is sold, and based on market conditions prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Series 2021 Bonds, plus the estimated finance charge for the Series 2021 Bonds, as described above, not paid with the proceeds of the Series 2021 Bonds, calculated to the final maturity of the Series 2021 Bonds, is \$55,560,903.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates. The actual principal amount of the Series 2021 Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates for a variety of reasons, including, without limitation, due to (a) the market conditions prevailing on the actual date of the sale of the Series 2021 Bonds being different than the market conditions prevailing at the time of preparation of the estimates contained herein, (b) the actual principal amount of Series 2021 Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Series 2021 Bonds being different than the amortization assumed for purposes of preparing the estimates contained herein, (d) the actual interest rates at which the Series 2021 Bonds are sold being different than those estimated for purposes of preparing the estimates contained herein, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Series 2021 Bonds and the actual principal amount of Series 2021 Bonds sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Series 2021 Bonds will depend on market conditions at the time of sale thereof. Market conditions, including, without limitation, interest rates are affected by economic and other factors beyond the control of the District, the Municipal Advisor and the Underwriter. The Board of Education has approved the issuance of the Series 2021 Bonds with a maximum true interest cost of 4.22%.

EXHIBIT B

FORM OF SERIES 2021 BOND

Number **UNITED STATES OF AMERICA** **Amount**
R- **STATE OF CALIFORNIA** \$ _____
COUNTY OF CONTRA COSTA

MARTINEZ UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES 2021

Maturity Date Interest Rate Dated as of CUSIP No.
August 1, 20__ % _____, 20__ _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

Martinez Unified School District, County of Contra Costa, State of California (the "District"), acknowledges itself obligated to and promises to pay to the Registered Owner identified above or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this bond is authenticated after the close of business on a Record Date (as defined herein) and on or prior to the succeeding interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated on or before _____ 15, 20__, in which event it shall bear interest from the date hereof) at the Interest Rate per annum stated above, payable commencing on _____ 1, 20__, and thereafter on February 1 and August 1 in each year, until payment of the Principal Amount. This Bond is issued pursuant to a Resolution adopted by the Board of Education of the District on September 13, 2021 (the "Resolution"). Capitalized undefined terms used herein have the meanings ascribed thereto in the Resolution.

The principal hereof is payable to the Registered Owner hereof upon the surrender hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., the paying agent/registrars and transfer agent of the District (the "Paying Agent"). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the Registered Owner hereof as of the close of business on the 15th day of the month preceding an interest payment date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such Registered Owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of bonds aggregating at least \$1,000,000 in principal amount, interest will be paid by wire transfer in immediately available funds to an account maintained in

the United States as specified by the Registered Owner in such request. So long as Cede & Co. or its registered assigns shall be the Registered Owner of this Bond, payment shall be made in immediately available funds as provided in the Resolution hereinafter described.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), in the aggregate principal amount of \$ _____, and designated as “Martinez Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series 2021” (the “Bonds”). The Bonds were authorized by a vote of at least 55% percent of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2016. The Bonds are issued and sold by the Board of Education of the District pursuant to and in strict conformity with the provisions of the Constitution and laws of the State, and of the Resolution, and subject to the more particular terms specified in the Bond Purchase Agreement, dated _____, 2021 (the “Bond Purchase Agreement”), by and between the District and D.A. Davidson & Co., as underwriter.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$5,000 principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Resolution, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same tenor, interest payment mode, and maturity of other authorized denominations.

This Bond is transferable by the Registered Owner hereof, in person or by attorney duly authorized in writing, at the principal corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denomination or denominations of the same tenor, interest payment mode, and same aggregate principal amount will be issued to the transferee in exchange herefor.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

[The Bonds are subject to optional and mandatory sinking fund redemption on the terms and subject to the conditions specified in the Resolution and the Bond Purchase Agreement. If this Bond is called for redemption and payment is duly provided therefor, interest shall cease to accrue hereon from and after the date fixed for redemption.]

The Board of Education of the District hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Education duly made and entered on its minutes. The Bonds represent an obligation payable out of the interest and sinking fund of the District, and the money for the

payment of principal of, premium, if any, and interest hereon, shall be raised by taxation upon the taxable property of the District.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF, the Board of Education of the Martinez Unified School District, County of Contra Costa, State of California, has caused this bond to be signed by its President and countersigned by the Secretary of said Board, as of the date set forth above.

President of the Board of Education of the
Martinez Unified School District

Countersigned:

Secretary of the Board of Education of the
Martinez Unified School District

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within-mentioned Resolution and authenticated and registered on _____.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., AS PAYING
AGENT**

By: _____
Authorized Officer

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

I.D. Number

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guarantee: _____
Note: Signature must be guaranteed by an eligible guarantor institution.

CLERK'S CERTIFICATE

I, Julie Synyard, Secretary of the Board of Education of the Martinez Unified School District, County of Contra Costa, California, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District held at the regular meeting place thereof on September 13, 2021, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present, and that at said meeting the resolution was adopted by the following vote:

AYES: 4

NOES: 0

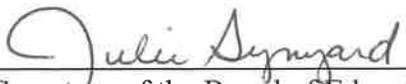
ABSTAIN: 0

ABSENT: 1

An agenda of the meeting was posted at least 72 hours before the meeting at 921 Susana Street, Martinez, California, a location freely accessible to members of the public, and on the District's website at <https://www.martinezusd.net/agenda>, and a brief description of the resolution appeared on the agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in the District administrative office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: 9/13/, 2021


Secretary of the Board of Education of
Martinez Unified School District



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: September 21, 2021

Subject: Small Business Enterprise & Outreach Program and Local Bid Preference Program Reports for Jul-Dec 2020

RECOMMENDATION(S):

ACCEPT the Small Business Enterprise, Outreach, and Local Bid Programs Report, reflecting departmental program data for the period July 1 through December 31, 2020.

FISCAL IMPACT:

None. This is an informational report.

BACKGROUND:

Contra Costa County values the contributions of small business and has developed programs to assist in soliciting and awarding contracts to the SSE community. The Board of Supervisors adopted these programs to enable small and local businesses to compete for a share of the County's purchasing transactions. The Board's Internal Operations Committee monitors the County's performance through semiannual reporting. The IOC received this report at its regular meeting on September 13, 2021.

The Board of Supervisors has set a goal of awarding at least 50% of eligible product and service dollars to small businesses. The Small Business Enterprise (SSE) Program applies to: (1) County-funded construction contracts of \$100,000 or less; (2) purchasing transactions of \$100,000 or less; and (3) professional/personal service contracts of \$100,000 or less.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Cindy Shehorn (925)
957-2491

cc:

BACKGROUND: (CONT'D)

The objective of the program is to award at least 50% or more of the total eligible dollar base amounts to SBEs. A Small Business Enterprise, as defined by the California Government Code, Section 14837, Chapter 3.5 must be:

- Independently owned and operated business, which is not dominant in its field of operation;
- The principal office of which is located in California, the officers of which are domiciled in California, and which together with affiliates, has 100 or fewer employees;
- And have average annual gross receipts of fifteen million dollars (\$15,000,000) or less over the previous three tax years, or a manufacturer with 100 or fewer employees.

Reporting Requirements

It is the responsibility of each County department to track and compile the data on these purchasing activities so a countywide report can be provided to the Board of Supervisors.

The Internal Operations Committee has responsibility for evaluating the semi-annual reports and making recommendations to the Board on program policies and reporting. The Board receives reports in six-month increments, with the last report submitted to the Board for the period ending June 2020. Attachment A constitutes the report due for the time period of July 1 - December 31, 2020. The table below summarizes the attached department activity on a countywide basis.

July – December 2020

ACTIVITY TYPE:	Total # of ALL Contracts	Total # of SBE Contracts	SBE Percent of Total	Total Dollar Value of ALL Contracts	Total Dollar Value of SBE Contracts	SBE Percent of Total
Professional/Personal Services	391	152	38.9%	\$76,013,460	\$6,217,403	8.2%
Purchasing Transactions	1,008	293	29.1%	\$20,008,707	\$5,342,257	26.7%
Construction Contracts	0	0	0%	\$0	\$0	0%

Value of Contracts Awarded to SBEs in Millions



While the County did not achieve the 50% goal, this information shows the County directed more than \$11.5 million in qualifying transactions to SBE firms during the six-month reporting period, achieving a 38.9% award rate for professional/personal services transactions and a 29.1% award rate for purchasing transactions. No construction contracts were reported in this period.

It is worth noting that the SBE participation goals of surrounding agencies are typically in the 20-25% range. By that measure, Contra Costa County’s reported activity is below that threshold for professional/personal services, and above that range for purchasing transactions. The following departments are commended for achieving 50% or more program compliance this reporting period:

- Professional/Personal Services: Clerk Recorder-Elections, Conservation and Development, County Administrator - Clerk of the Board, District Attorney and Probation
- Purchases: Agriculture, Clerk Recorder-Elections, County Counsel, and Treasurer-Tax Collector

Of particular note, the following Departments are to be commended for achieving a 100% award rate for qualifying professional services contracts: Clerk of the Board and District Attorney.

County Counsel should also to be commended for achieving a 100% award rate for qualifying purchasing transactions.

Department/Activity	Total # of ALL Contracts	Total # of SBE Contracts	SBE Percent of Total	Total Dollar Value of ALL Contracts	Total Dollar Value of SBE Contracts	SBE Percent of Total
Clerk Recorder - Elections						
Professional/Personal Services	14	5	35.7%	\$230,398	\$164,711	71.5%
Purchasing Transactions	31	13	41.9%	\$385,285	\$260,173	67.5%
Conservation and Development						
Professional/Personal Services	8	6	75%	\$310,945	\$190,945	61.4%
County Administrator - Clerk of the Board						
Professional/Personal Services	2	2	100%	\$146,080	\$146,080	100%
District Attorney						
Professional/Personal Services	1	1	100%	\$88,943	\$88,943	100%
Probation						
Professional/Personal Services	37	14	37.8%	\$314,407	\$158,137	50.3%
Agriculture						
Purchasing Transactions	10	5	50%	\$133	\$80	60.2%
County Counsel						
Purchasing Transactions	1	1	100%	\$5,902	\$5,902	100%
Treasurer – Tax Collector						
Purchasing Transactions	13	4	30.8%	\$125,321	\$71,025	56.7%

E-Outreach Report

In order to encourage the use of small, local, and disadvantaged businesses, the County's E-Outreach Program requires bids and Request for Proposals greater than \$10,000 to be solicited online. For this period, there were 27 bids totaling \$12,771,923 that fell within the parameters of the program.

The data specific to electronic solicitations is developed and provided by the Purchasing Division of the Public Works Department, and reflects outreach to small, women-owned, minority-owned, local, disabled veteran-owned, and disadvantaged business enterprises. During this reporting period, 27 bids were conducted using the BidSync e-outreach site. Notifications

were sent to 121,984 businesses, of which 30.4% are considered a small, local, or disadvantaged business enterprises.

E-Outreach July 1, 2020 – December 31, 2020

Number of Solicitations	27
Total Notifications	121,984
Dollar Value	\$12,771,923

BUSINESS CATEGORY	Notifications	Percentage of Total
MBE - Minority Business Enterprise	7,084	6.2%
WBE - Women Business Enterprise	6,424	5.3%
SBE - Small Business Enterprise	20,369	14.5%
LBE - Local Business Enterprise	1,140	0.7%
DVBE - Disabled Veteran Business Enterprise	116	0.1%
DBE – Disadvantaged Business Enterprise	6,083	3.6%
Total	41,216	30.4%

Local Business Preference

For opportunities exceeding \$25,000, the Local Business Preference Program allows for local businesses to submit a new offer if within 5% of the lowest bidder. There were no instances of the Bid Preference utilized in this reporting period.

Dollar Value Awarded to Local and Bay Area Businesses

The dollar value of Purchase Orders issued for the period was \$20,008,707. The dollar value awarded to Contra Costa County businesses was \$3.6 million. The value awarded to other Bay Area businesses was 23.1% or \$4.6 million. This represents Contra Costa County’s contribution to the local economy.

Contra Costa County	\$3,683,089	18.4%
Other Bay Area Counties	\$4,631,222	23.1%
Other	\$11,694,396	58.5%
Total	\$20,008,707	100%

Conclusion

The County has demonstrated continued commitment to achieving the 50% goal for participation by SBE firms in contract and purchasing activities. While the data for some departments is below this threshold, departments are showing interest in increasing the percentage of awarded contracts. Instruction is being provided on the search features of the purchasing system, to assist in identifying businesses in the small, local, women, minority, veteran and disadvantaged business categories.

ATTACHMENTS

SBE Report July - December 2020 Attachment A

ATTACHMENT A

SMALL BUSINESS ENTERPRISE - Program Activity report

Reporting Period:

July - December 2020

	Total # of ALL contracts	Total # of SBE contracts	SBE percent of Total # of contracts	Total dollar value of ALL contracts	Total dollar value of SBE contracts	SBE percent of Total contracts value	
Agriculture *							
Professional/Personal services contracts	5	2	40.0%	\$35,000	\$14,000	40.0%	
Purchasing Transactions	10	5	50.0%	\$133	\$80	60.2%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
Animal Services							
Professional/Personal services contracts	33	17	51.5%	\$1,576,909	\$526,800	33.4%	
Purchasing Transactions	40	9	22.5%	\$407,785	\$40,909	10.0%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
Assessor							
Professional/Personal services contracts	0	0	0.00%	\$0	\$0	0.0%	
Purchasing Transactions	14	1	7.14%	\$94,329	\$9,999	10.6%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
Auditor-Controller							
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%	
Purchasing Transactions	0	0	0.0%	\$0	\$0	0.0%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
Clerk Recorder-Elections*							
Professional/Personal services contracts	14	5	35.7%	\$230,398	\$164,711	71.5%	
Purchasing Transactions	31	13	41.9%	\$385,285	\$260,173	67.5%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
Conservation and Development *							
Professional/Personal services contracts	8	6	75.0%	\$310,945	\$190,945	61.4%	
Purchasing Transactions	0	0	0.0%	\$0	\$0	0.0%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
County Administrator's Office - Administration							
Professional/Personal services contracts	5	0	0.0%	\$412,800	\$0	0.0%	
Purchasing Transactions	2	0	0.0%	\$60,000	\$0	0.0%	
Construction contracts	0	0	0.0%	\$0	\$0	0.0%	
County Administrator's Office - Reentry & Justice							
ORJ REPORTED WITH PROBATION							

ATTACHMENT A

SMALL BUSINESS ENTERPRISE - Program Activity report

July - December 2020

Reporting Period:

	Total # of ALL contracts	Total # of SBE contracts	SBE percent of Total # of contracts	Total dollar value of ALL contracts	Total dollar value of SBE contracts	SBE percent of Total contracts value
County Administrator's Office - Clerk of the Board *						
Professional/Personal services contracts	2	2	100.0%	\$146,080	\$146,080	100.0%
Purchasing Transactions	4	1	25.0%	\$101,630	\$630	0.6%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
County Administrator's Office - Communications and Media						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	3	2	66.7%	\$62,425	\$13,568	21.7%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
County Administrator's Office - Dept. of Information Technology (DoIT)						
Professional/Personal services contracts	1	0	0.0%	\$18,500	\$0	0.0%
Purchasing Transactions	64	10	15.6%	\$1,570,023	\$321,476	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Dept. Child Support Services (DCSS)						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	10	1	10.0%	\$95,985	\$1,500	1.6%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
County Counsel *						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	1	1	100.0%	\$5,902	\$5,902	100.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
District Attorney *						
Professional/Personal services contracts	1	1	100.0%	\$88,943	\$88,943	100.0%
Purchasing Transactions	19	8	42.1%	\$141,809	\$41,403	29.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Employment and Human Services						
Professional/Personal services contracts	13	6	46.2%	\$665,750	\$299,575	45.0%
Purchasing Transactions	76	37	48.7%	\$786,879	\$348,107	44.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%

ATTACHMENT A

SMALL BUSINESS ENTERPRISE - Program Activity report

Reporting Period:

July - December 2020

	Total # of ALL contracts	Total # of SBE contracts	SBE percent of Total # of contracts	Total dollar value of ALL contracts	Total dollar value of SBE contracts	SBE percent of Total contracts value
Fire Protection District						
Professional/Personal services contracts	3	1	33.3%	\$141,000	\$25,000	17.7%
Purchasing Transactions	14	4	28.6%	\$539,457	\$98,223	18.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Health Services						
Professional/Personal services contracts	181	81	44.8%	\$8,153,725	\$3,808,457	46.7%
Purchasing Transactions	266	43	16.2%	\$5,707,276	\$873,043	15.3%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Human Resources						
Professional/Personal services contracts	5	0	0.0%	\$378,973	\$0	0.0%
Purchasing Transactions	6	1	16.7%	\$83,295	\$3,494	4.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Library						
Professional/Personal services contracts	5	2	40.0%	\$258,626	\$52,635	20.4%
Purchasing Transactions	15	5	33.3%	\$74,057	\$14,960	20.2%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Probation * - Includes ORJ Data						
Professional/Personal services contracts	37	14	37.8%	\$314,407	\$158,137	50.3%
Purchasing Transactions	40	16	40.0%	\$529,081	\$174,735	33.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Public Defender						
Professional/Personal services contracts	5	1	20.0%	\$234,820	\$17,320	7.4%
Purchasing Transactions	0	0	0.0%	\$0	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Public Works						
Professional/Personal services contracts	61	12	19.7%	\$58,117,844	\$553,500	1.0%
Purchasing Transactions	268	83	31.0%	\$9,238,035	\$1,657,583	17.9%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%

ATTACHMENT A

SMALL BUSINESS ENTERPRISE - Program Activity report

July - December 2020

Reporting Period:

	Total # of ALL contracts	Total # of SBE contracts	SBE percent of Total # of contracts	Total dollar value of ALL contracts	Total dollar value of SBE contracts	SBE percent of Total contracts value
Office of the Sheriff						
Professional/Personal services contracts	17	2	11.8%	\$4,928,740	\$171,300	3.5%
Purchasing Transactions	152	49	32.2%	\$4,124,042	\$1,405,447	34.1%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Treasurer - Tax Collector *						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	13	4	30.8%	\$125,321	\$71,025	56.7%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Veterans Services Office						
Professional/Personal services contracts	0	0	0.0%	\$0	\$0	0.0%
Purchasing Transactions	0	0	0.0%	\$0	\$0	0.0%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
Total Activity Reported						
Professional/Personal services contracts	391	152	38.9%	\$76,013,460	\$6,217,403	8.2%
Purchasing Transactions	1008	293	29.1%	\$20,008,707	\$5,342,257	26.7%
Construction contracts	0	0	0.0%	\$0	\$0	0.0%
COVID Purchasing Transactions	4380	1089	24.9%	\$10,042,657	\$4,261,524	42.40%



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: September 21, 2021

Subject: MODIFICATIONS TO THE BYLAWS OF THE COUNTY'S MENTAL HEALTH COMMISSION

RECOMMENDATION(S):

ADOPT revisions to the Mental Health Commission Bylaws pertaining to meeting attendance and member recruitment and selection.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In the early spring of 2021, the Executive Committee of the Mental Health Commission (MHC) discussed the fact that its Bylaws were not consistent with the current practices of how members of the Board of Supervisors appoint Mental Health Commissioners. The MHC Bylaws were last amended in 2018.

(Continued on page 2...)

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea
(925) 655-2056

cc:

BACKGROUND: (CONT'D)

The current MHC Bylaws provide for the following in terms of vacancies and recruitment:

ARTICLE IV, SECTION 4. VACANCIES AND RECRUITMENT

4.1 Role of the Commission

At the discretion of and to the extent requested by the Board, the Commission shall be involved in the recruitment and screening of applicants. When an application is received, the Commission will appoint an Ad Hoc Applicant Interview Committee, pursuant to Article VIII, Section 5.1. Following an interview by the Ad Hoc Applicant Interview Committee, it will forward its recommendation to the Commission. After Commission vote and approval, the recommendation for nomination of the applicant shall be forwarded to the appropriate member of the Board of Supervisors for that Supervisor's consideration.

4.2 Applications The Commission shall receive applications on an ongoing basis.

4.3 Commission Recommendation

a) Pursuant to Article IV, section 1.2, the Commission shall, to the extent possible, recommend for appointment those persons who will assist the County in complying with the ethnic and demographic mandates in the Welfare & Institutions Code.

b) To the extent possible, the Commission shall recommend for appointment applicants who have experience and knowledge of the mental health system, preferably in the County.

In practice, members of the Board of Supervisors interview applicants, ensure that they meet the requirements of Commission membership, and encourage them to attend MHC meetings prior to appointment. However, Supervisors have not recently requested that the Commission appoint an Ad Hoc Applicant Interview Committee or asked them to make recommendations for nominations.

Supervisor Candace Andersen, the representative of the Board of Supervisors on the MHC, met with MHC Chair Graham Wiseman. It was agreed that the provision in the bylaws regarding an Ad Hoc committee making recommendations for appointment created confusion, and Supervisor Andersen suggested that the bylaws be amended to reflect the current practice. The MHC voted to forward suggested modified language to the Internal Operations Committee for consideration.

The MHC additionally voted to amend its bylaws pertaining to meeting attendance, to provide for excusal of certain absences and to clarify that excused absences will not be counted towards constructive resignation, and also forwarded that language to the Internal Operations Committee.

The Internal Operations Committee discussed the proposed amendments at its regular July and September meetings and made additional changes to the amendments proposed by the MHC. County

Counsel reviewed language recommended by the Internal Operations Committee to verify it is reflective of current practices by the Board of Supervisors and in conformance with Welfare and Institutions Code sections 5604 and 5604.5.

Attached are a redline (Attachment A) and proposed final version (Attachment B) of the amended MHC bylaws for the Board's consideration and recommended approval.

ATTACHMENTS

Attachment A: Proposed Amendments to Mental Health Commission Bylaws_9-21-21_Redline Markup

Attachment B: Mental Health Commission Bylaws as Amended on 9-21-21_No Markup

CONTRA COSTA COUNTY
MENTAL HEALTH COMMISSION

BYLAWS

Last Amended and Approved by the Board of Supervisors:
April 17, 2018

For Adoption by the Board of Supervisors
September 21, 2021

Contra Costa County Mental Health Commission Bylaws

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**ARTICLE I
NAME OF ORGANIZATION**

SECTION 1. NAME OF ORGANIZATION

1.1 Name

The name of the organization shall be the "Contra Costa County Mental Health Commission."

**ARTICLE II
DEFINITIONS**

SECTION 1. DEFINITIONS

1.1 The following definitions shall apply to the Contra Costa County Mental Health Commission Bylaws:

- a) Better Government Ordinance means the Contra Costa County Ordinance regarding open meetings and public records, commencing with the Contra Costa County Code §25-2.202
- b) Board means the Contra Costa County Board of Supervisors
- c) Brown Act means the Ralph M. Brown Act of 1974, commencing with section 54950 of the California Government Code
- d) Commission means the Contra Costa County Mental Health Commission
- e) Commissioner means a member of the Commission
- f) Consumer means a person who is receiving or has received mental health services
- g) Consumer Representative means a Consumer who is a member of the Commission
- h) County means Contra Costa County
- i) Family Member means a parent, spouse, registered domestic partner, sibling, or adult child of a consumer
- j) Mental Health Director means the person serving as the director of the Contra Costa County Mental Health Department
- k) Mental Health Department means the Contra Costa County Mental Health Department
- l) Supervisor means a member of the Contra Costa County Board of Supervisors

**ARTICLE III
GENERAL PROVISIONS**

SECTION 1. AUTHORITY

1.1 Establishment

The Contra Costa County Mental Health Commission ("Commission" hereinafter) was established by order of the Contra Costa County Board of Supervisors on June 22, 1993, pursuant to the Bronzan McCorquodale Act, Stats. 1992, c. 1374 (AB. 14) to serve in an advisory capacity to the Board of Supervisors.

SECTION 2. MANDATED ROLES AND RESPONSIBILITIES

2.1 Mandates

- a) Pursuant to Welfare and Institutions Code Section 5604.2 (a) and (b), as it may be amended from time to time, the Commission shall do all of the following:
 - 1) Review and evaluate the County's mental health needs, services, facilities, and special problems.

- 2) Review any County agreements entered into pursuant to Section 5650 of the Welfare & Institutions Code.
 - 3) Advise the Board of Supervisors and the Mental Health Director as to any aspect of the County's mental health program.
 - 4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
 - 5) Submit an annual report to the Board of Supervisors on the needs and performance of the county's mental health system.
 - 6) Review and make recommendations on applicants for the appointment of a Mental Health Director. The Commission shall be included in the selection process prior to the vote of the Board of Supervisors.
 - 7) Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.
 - 8) Assess the impact of the realignment of services from the state to the county, on services delivered to clients in this County.
 - 9) Perform those additional duties as may be directed by the Board of Supervisors.
- b) Pursuant to Section 5848 (b) and (c) of the Welfare & Institutions Code:
- 1) The Commission shall conduct a public hearing on the draft three-year program and expenditure plan, and annual updates at the close of the required 30-day comment period and review the adopted plan or update and make recommendations to the County Mental Health Director for revisions.

ARTICLE IV MEMBERSHIP

SECTION 1. MEMBERSHIP

1.1 Composition

- a) The Commission shall consist of fifteen (15) members appointed by the Board of Supervisors, plus one member of the Board of Supervisors and an alternate assigned to be a representative to the Commission. Each member of the Board of Supervisors shall have three (3) members representing his or her district. The specific seat to be assigned to each nominee will be determined by the member of the Board of Supervisors making the nomination.
- b) The following rules shall apply to membership on the Commission:
 - 1) One (1) member of the Board of Supervisors shall be a member of the Commission. The Board of Supervisors shall also appoint one (1) Supervisor to serve as an alternate member.
 - 2) Fifty percent (50%) of the Commission membership shall be consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least twenty-percent of the Commission membership shall be Consumers and at least twenty-percent shall be Family Members. If at least twenty percent of the total Commission membership is not comprised of Consumers and/or if at least twenty-percent of the total Commission membership is not comprised of Family Members, a Commissioner for the underrepresented category may be selected from any Supervisorial district, if there are no applicants from the impacted district. If it is not possible to secure membership as specified from among persons residing in the

County, the Board may substitute representatives of the public interest in mental health who are not employees of County Mental Health, Department of Health Care Services or on staff or a paid member of a governing body of a mental health contract agency.

- c) On this Mental Health Commission, membership shall consist of:
- 1) One (1) member of the Board of Supervisors
 - 2) Five (5) members shall be Consumer Representatives - individuals who are receiving or have received mental health services, preferably in Contra Costa County.
 - 3) Five (5) members shall be Family Members - parents, spouses, registered domestic partners, siblings or adult children of consumers who are receiving or have received mental health services, preferably in Contra Costa County.
 - 4) Five (5) members shall be Members-at-Large - individuals who have experience and knowledge of the mental health system, preferably in Contra Costa County.

1.2 Demographic and Ethnic Representation

- a) The Commission membership should reflect the ethnic diversity of the client population in the County.
- b) The composition of the Commission shall represent the demographics of the County as a whole, to the extent feasible.

1.3 Membership Restrictions

- a) No member of the Commission or his or her spouse shall be:
 - 1) A full-time or part-time employee of any Contra Costa County department that is directly involved in the provision of mental health services; or
 - 2) An employee of the State Department of Health Care Services; or
 - 3) An employee of, or a paid member of, the governing body of a mental health contract agency.
- b) Commission members must be eighteen (18) years of age or older and, except as otherwise provided in these Bylaws, must reside in Contra Costa County.
- c) Members of the Commission shall abstain from discussing or voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

SECTION 2. ATTENDANCE

2.1 Attendance requirements

- a) Regular attendance at Commission meetings is mandatory for all Commission members.
 - ~~1) A member who is absent from four (4) regularly scheduled Commission meetings in any calendar year shall be deemed to have resigned from the Commission. In such event the former Commission member's status will be noted at the next scheduled Commission meeting and shall be recorded in the Commission's minutes. The Chairperson shall, without further direction from the Commission, apprise the Board of Supervisors of the member's resignation and request the appointment of a replacement.~~
 - 1) A member who has four (4) unexcused absences from regularly scheduled full Commission meetings in any consecutive twelve-month period, as opposed to calendar year, shall be deemed to have resigned from the Commission. In such event, the former Commission member's status will be noted at the next scheduled Commission and shall be recorded in the Commission's minutes. The Chairperson shall, without further direction from the Commission, apprise the Board of Supervisors of the member's resignation and request the appointment of a replacement.
 - 2) A Commissioner's absence from a regularly scheduled Commission meeting may be excused in the case of an unforeseen, extraordinary circumstance, including but not limited to major illness, natural disaster, or civil unrest. Commissioners shall obtain

consent from the Chair at least one day prior to the meeting, for any planned absences. Excused absences will be recorded in the meeting minutes as an "excused absence".

- b) Each Commissioner will ensure that when s/he attends Commission-sponsored meetings (excluding Commission and Commission Committee meetings) or activities representing her/himself as a Commissioner, s/he expresses only those views approved by the Commission.
- c) Regular attendance of one standing Commission Committee, with the exception of Executive Committee, is mandatory for all Commission members.
 - 1) A member who has four (4) unexcused absences from regularly scheduled Commission Committee meetings in any consecutive twelve-month period shall be deemed to have resigned from the Committee. In such event the former Committee member's status will be noted at the next scheduled Committee meeting and shall be recorded in the Committee's minutes. The resigned member shall choose a different Committee on which to serve.

SECTION 3. TERMS

3.1 Duration

The term of each member of the Commission shall be three (3) years in duration. Terms shall be staggered so that approximately one-third (1/3) of the appointments end each year. All terms end on June 30 in the appropriate year. The Supervisor appointed to the Commission serves until replaced by the County Board of Supervisors.

SECTION 4. VACANCIES AND RECRUITMENT

4.1 Role of the Commission

~~At the discretion of and to the extent requested by the Board, the Commission shall be involved in the recruitment and screening of applicants. The role of the Commission in recruitment of new commissioners is at the discretion of and to the extent requested by the Board of Supervisors. When an application is received, the Commission will appoint an Ad Hoc Applicant Interview Committee, pursuant to Article VIII, Section 5.1. Following an interview by the Ad Hoc Applicant Interview Committee, it will forward its recommendation to the Commission. After Commission vote and approval, the recommendation for nomination of the applicant shall be forwarded to the appropriate member of the Board of Supervisors for that Supervisor's consideration.~~

4.2 Applications

~~The Commission shall receive applications on an ongoing basis.~~ **The Commission is encouraged to help identify and recruit qualified applicants to apply for any vacancies on the Commission.**

4.3 Commission Recommendation Identification and Recruitment of Applicants

- a) Pursuant to Article IV, section 1.2, the Commission shall, to the extent possible ~~possible~~ **feasible**, ~~recommend for appointment those persons~~ **identify and encourage applicants** who will assist the County in ~~complying with the ethnic and demographic mandates~~ **maintaining a Commission that represents and reflects the diversity and demographics of the County as a whole, as provided** in the Welfare & Institutions Code.
- b) To the extent possible, the Commission shall ~~recommend for appointment~~ **identify and encourage** applicants who have experience and knowledge of the mental health system, preferably in the County.

4.4 In order for applicants being considered for the Mental Health Commission to have a better understanding of their potential role, responsibilities, and restrictions as a Commissioner, applicants are encouraged to attend at least one Commission meeting, and also encouraged to meet with the Commission Chair, Commission Vice Chair or other commissioners prior to their appointment.

4.5 The Chair and Executive Committee of the Mental Health Commission shall coordinate appropriate training and orientation of all newly appointed commissioners.

ARTICLE V MEETINGS

SECTION 1. REGULAR MEETINGS

1.1 Regular Meetings

Meetings of the Mental Health Commission shall be held monthly.

1.2 Schedule of Meetings

The meeting schedule for the following year shall be set in the month of December. If no meeting will be convened during the month of December, the meeting schedule shall be set at the last regular meeting of the calendar year. Meeting schedules shall be available online.

1.3 Minimum Number

A minimum of eleven (11) meetings shall be held per year.

1.4 Holidays

If the regular meeting date falls on a holiday, a new meeting date shall be selected.

SECTION 2. ORDER OF BUSINESS

2.1 Agendas

Agendas shall be prepared for regular Commission and Executive Committee meetings at the direction of the Commission Chairperson. When feasible, agendas shall be e-mailed and mailed seven (7) days prior to the meeting, but at a minimum 96 hours prior to the meeting. Agendas shall be posted, e-mailed and mailed and made available to the public in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 3. QUORUM

A quorum is one person more than one-half of the appointed members. The Commission must have a quorum present in order to hold a meeting.

SECTION 4. CLOSED SESSION

The Commission may not conduct closed sessions.

SECTION 5. SPECIAL MEETINGS

Special meetings of the Commission may be called at any time by the Chair or by a majority of the members of the Commission in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 6. OPEN MEETINGS

All meetings of the Commission, including all meetings of its Executive Committee, standing committees, task forces and ad hoc committees shall comply with the Brown Act and the County's Better Government Ordinance.

SECTION 7. DECISIONS AND ACTIONS OF THE COMMISSION

Unless otherwise stated, all matters coming before the Commission for action shall be determined by a majority of the Commissioners appointed.

SECTION 8. ADDRESSING THE COMMISSION

Public Comment shall be allowed on any items of interest to the public that are within the subject matter jurisdiction of the Commission, both agendaized and non-agendaized items, in accordance with the Brown Act and the County's Better Government Ordinance. The Chairperson may limit the amount of time a person may use in addressing the Commission on any subject, provided the same amount of time is allotted to every person wishing to address the Commission.

ARTICLE VI NOMINATION, ELECTION AND REMOVAL OF OFFICERS

SECTION 1. NOMINATION OF OFFICERS AND EXECUTIVE COMMITTEE MEMBERS

1.1 Ad Hoc Nominating Committee

An Ad Hoc Nominating Committee shall be appointed in the month of August. During the September meeting, the Ad Hoc Nominating Committee shall announce the solicitation of nominations from the Commission members and obtain the nominee's consent to serve. At the October meeting, a slate of nominees will be announced.

1.2 Nominations

In the event of a vacancy in the office of Chairperson, Vice Chairperson or an Executive Committee member during the term of office, nominations will be taken, nominees' consent to serve will be obtained, and nominees will be announced at the next regularly scheduled Commission meeting.

SECTION 2. ELECTION

2.1 Timing of

The Commission shall elect a Chairperson, Vice Chairperson and members of the Executive Committee at the November or next regular meeting of the Commission following the announcement of nominations as set forth in Section 1.

2.2 Assumption of Office

The newly-elected Chairperson, Vice Chairperson and Executive Committee shall assume office January 1 and serve through December 31 of that year. In the case of a mid-term appointment, the elected Chairperson, Vice Chairperson or members of the Executive Committee will complete the remainder of the normal term.

2.3 Conduct of Election

The election will be conducted publicly through the use of signed ballots. Ballots will be announced and counted publicly by the Ad Hoc Nominating Committee. The election of each officer will carry with a majority vote of the Commission. In the case of a tie vote, the Commission may re-cast ballots until the tie is broken. If, in the opinion of the Chairperson, the tie will not be broken within a reasonable number of attempts, the election may be deferred until the next scheduled Commission meeting and the current seated officer will remain in office until a new officer is elected.

SECTION 3. TERMS OF OFFICE

The Officers of the Commission, the Chairperson and Vice Chairperson, shall serve no more than three (3) consecutive terms of one year each in the same position. This will not preclude an individual from serving as Chairperson or Vice Chairperson after one (1) year of having not served.

SECTION 4. REMOVAL OF OFFICER

4.1 Grounds for Removal

The Commission, by a majority of the Commissioners appointed, may remove the Chairperson and/or Vice Chairperson from office and relieve him/her of his/her duties

4.2 Nominations After Removal

In the event of removal of the Chairperson and/or Vice Chairperson, the Ad Hoc Nominating Committee shall meet and present nominations for the vacant position(s) at the next regularly scheduled Commission meeting.

ARTICLE VII DUTIES OF OFFICERS

SECTION 1. DUTIES OF THE CHAIRPERSON

1.1 Meetings

- a) The Chairperson shall preside at all meetings of the Commission and perform duties consistent with these Bylaws and the Welfare and Institutions Code
- b) The Chairperson shall conduct meetings, maintain order and decorum, and decide questions of procedure in accordance with these Bylaws and in consultation with County staff via the Executive Assistant to the Commission.
- c) The Chairperson shall conduct all meetings in the manner required by the Brown Act and the County's Better Government Ordinance.

1.3 Other Duties

The Chairperson shall be in consultation with the Mental Health Director.

SECTION 2. DUTIES OF THE VICE CHAIRPERSON

In the event of the Chairperson's absence from a Commission meeting or inability to act, the Vice Chairperson shall preside and perform all duties of the Chairperson. In the case of removal of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson until new elections can be held.

SECTION 3. TEMPORARY CHAIRPERSON

In the event both the Chairperson and Vice Chairperson are absent from a Commission meeting or are unable to act, the members shall, by order fully entered into their records, elect one of their members to act as Chairperson *Pro Tern*. The Chairperson *Pro Tern* shall perform the duties of the Chairperson until such time as the Chairperson or Vice Chairperson resumes his or her duties.

ARTICLE VIII COMMITTEES

SECTION 1. CREATION OF COMMITTEES

Pursuant to the rules set forth herein, the Commission may create committees which can be standing committees, task forces or ad hoc committees as needed.

SECTION 2. STANDING COMMITTEES

2.1 Mission Statement

Each standing committee shall develop a Mission Statement. The Mission Statement is subject to approval by the Commission and shall be submitted to the Commission for approval no later than 60 days after establishment of the committee.

2.2 Composition

Each standing committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Commission.

2.3 Appointment and Terms

- a) The Commission may appoint Commission members to standing committees.
- b) The terms of the Committee Chairpersons and Vice Chairpersons shall be one (1) year.
- c) There are no limits on the number of terms an individual may serve as Committee Chairperson or Vice Chairperson.

2.4 Meetings/Actions

- a) All matters coming before a standing committee shall be determined by a majority of the Commissioners on the committee.
- b) All standing committee meetings shall be conducted in accordance with the Brown Act and the County Better Government Ordinance.
- c) All actions approved by a standing committee will be referred to the Commission for final approval.

2.5 Chairpersons, Vice Chairpersons

- a) Selection
 - 1) Each standing committee shall have a Chairperson and may have a Vice Chairperson who are selected by the Committee.
 - 2) In the event of a vacancy in the position of Chairperson or Vice Chairperson of a standing committee, the Commission Chairperson may serve as temporary Chairperson of the standing committee for up to sixty (60) days while the Committee selects a new Chairperson or Vice Chairperson.
- b) Duties
 - 1) The Chairperson shall preside at all meetings of the standing committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Commission Chairperson.
 - 2) The Chairperson shall direct the preparation and distribution of agendas for their respective standing committee meetings as required by the Brown Act and the County's Better Government Ordinance.

- 3) The Chairperson shall provide monthly reports to the Commission regarding the activities of the standing committee and is encouraged to provide an outline of the monthly report to the Executive Assistant to the Commission for use in preparation of the Minutes.

SECTION 3. EXECUTIVE COMMITTEE

3.1 Purpose

The Executive Committee is charged with acting on the decisions of the Mental Health Commission. Its primary focus is to identify and avail any reasonable resources needed to deliberate over agenda items of the general membership, committee, task force or ad hoc committee meetings

3.2 Composition

The Commission Chairperson, and Vice Chairperson shall be members of the Executive Committee. Additional members shall be elected by the Commission. The Executive Committee shall consist of a minimum of three (3) members and a maximum of five (5) members.

3.3 Term

Elected members of the Executive Committee shall serve for one calendar year.

SECTION 4. TASK FORCES

4.1 Purpose

Task forces shall be time-limited and have a stated purpose beyond the scope of regular Commission responsibilities approved by the Commission and shall be required to report back to the Commission regarding progress toward its stated purpose.

4.2 Composition

Each task force shall consist of a minimum of three (3) members and a maximum of five (5) members. Non-Commissioners may be appointed from the community as non-voting members when special expertise, advice or opinion is desired, at the discretion of the Commission, but shall not exceed one half (1/2) of the membership of the Task Force. All task force members shall conform to the Mental Health Division client confidentiality statement.

4.3 Appointment and Terms

The Commission shall appoint Commission and non-Commission members to task forces based upon a majority vote of the Commission. The terms of all task force members shall be until the task force has completed its stated purpose.

4.4 Meetings/ Actions

All meetings shall be conducted in accordance with the Brown Act and the Contra Costa County Better Government Ordinance. All matters coming before a task force shall be determined by a majority of the members of the task force.

4.5 Chairpersons

a) Selection

- 1) Each task force shall have a Chairperson and may have a Vice Chairperson, selected by the members of the task force. In the event of a vacancy in the position of Chairperson of a task force, the Commission Chairperson may serve as temporary Chairperson of the task force for up to sixty (60) days while the Task Force selects a new Chairperson.

b) Duties

- 1) The Chairperson shall preside at all meetings of the task force and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Commission Chairperson.
- 2) The Chairperson shall direct the preparation and distribution of agendas for the task force in the manner required by the Brown Act and the County's Better Government Ordinance.

- 3) The Chairperson shall provide monthly reports to the sponsoring standing committee or the Commission.

4.6 Removal

The Chairperson of the task force may request of the Chair of the Commission replacement of a member who fails to regularly attend the task force meetings.

SECTION 5. AD HOC COMMITTEES

5.1 Purpose

Ad Hoc Committees shall be established by the Commission as needed to address issues within the normal course of Commission responsibilities, including but not limited to applicant interviews and officer nominations. They shall be required to report back to the Commission.

5.2 Composition

An ad hoc committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Commission.

5.3 Appointment

The Commission shall appoint Commission members to an ad hoc committee.

5.4 Meetings/Actions

All matters coming before an ad hoc committee shall be determined by a majority of the members of the ad hoc committee.

5.5 Chairpersons

a) Selection

Each ad hoc committee shall have a Chairperson, and may have a Vice Chairperson, selected by a majority of the members of the ad hoc committee. In the event of a vacancy in the position of Chairperson of an ad hoc committee, the Commission Chairperson may serve as temporary Chairperson of the ad hoc committee for up to sixty (60) days while the ad hoc committee selects a new Chairperson.

b) Duties

- 1) The Chairperson shall preside at all meetings of the ad hoc committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall be in consultation with the Commission Chairperson.
- 2) The Chairperson shall direct the preparation and distribution of agendas for the ad hoc committee in the manner required by the Brown Act and the County's Better Government Ordinance.
- 3) The Chairperson shall provide monthly reports to the Commission.

5.6 Removal

The Chairperson of the ad hoc committee may request of the Chair of the Commission replacement of a member who fails to regularly attend the ad hoc committee meetings. 10

SECTION 6. COMMISSION REPRESENTATIVE

The Commission shall appoint an officer or other member of the Commission as the Commission Representative to the California Association of Local Mental Health Boards/Commissions. The Commission Representative shall represent the Mental Health Commission at statewide meetings and to report back to the Commission.

SECTION 1. STAFF SUPPORT

The County's Mental Health Division provides clerical support services to assist the Commission in the management of its operations and activities. The Executive Assistant shall maintain all necessary records. The budget of the Mental Health Division shall fund the position of the Executive Assistant to the Mental Health Commission.

SECTION 2. STAFF ATTENDANCE AT MEETINGS

The Mental Health Division staff provides information to the Commission and its committees regarding agenda items and attends meetings on a regular basis.

SECTION 3. ACTIONS

The Commission by its Chairperson shall regularly inform the Mental Health Director of Commission actions.

ARTICLE X
BYLAW AMENDMENTS

SECTION 1. AMENDMENTS

These Bylaws may be amended by a majority vote of the Commission in a regularly scheduled meeting as defined at Article V, Section 1. Before the Commission may consider or vote on Bylaw amendments, proposed amendments shall be submitted in writing to Commission members at least thirty (30) days prior to the meeting date at which they are to be considered.

CONTRA COSTA COUNTY
MENTAL HEALTH COMMISSION

BYLAWS

Last Amended and Approved by the Board of Supervisors:
April 17, 2018

For Adoption by the Board of Supervisors
September 21, 2021

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**ARTICLE I
NAME OF ORGANIZATION**

SECTION 1. NAME OF ORGANIZATION

1.1 Name

The name of the organization shall be the "Contra Costa County Mental Health Commission."

**ARTICLE II
DEFINITIONS**

SECTION 1. DEFINITIONS

1.1 The following definitions shall apply to the Contra Costa County Mental Health Commission Bylaws:

- a) Better Government Ordinance means the Contra Costa County Ordinance regarding open meetings and public records, commencing with the Contra Costa County Code §25-2.202
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- i) Family Member means a parent, spouse, registered domestic partner, sibling, or adult child of a consumer
- j) Mental Health Director means the person serving as the director of the Contra Costa County Mental Health Department
- k) Mental Health Department means the Contra Costa County Mental Health Department
- l) Supervisor means a member of the Contra Costa County Board of Supervisors

**ARTICLE III
GENERAL PROVISIONS**

SECTION 1. AUTHORITY

1.1 Establishment

The Contra Costa County Mental Health Commission ("Commission" hereinafter) was established by order of the Contra Costa County Board of Supervisors on June 22, 1993, pursuant to the Bronzan McCorquodale Act, Stats. 1992, c. 1374 (AB. 14) to serve in an advisory capacity to the Board of Supervisors.

SECTION 2. MANDATED ROLES AND RESPONSIBILITIES

2.1 Mandates

- a) Pursuant to Welfare and Institutions Code Section 5604.2 (a) and (b), as it may be amended from time to time, the Commission shall do all of the following:
 - 1) Review and evaluate the County's mental health needs, services, facilities, and special problems.

- 2) Review any County agreements entered into pursuant to Section 5650 of the Welfare & Institutions Code.
 - 3) Advise the Board of Supervisors and the Mental Health Director as to any aspect of the County's mental health program.
 - 4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
 - 5) Submit an annual report to the Board of Supervisors on the needs and performance of the county's mental health system.
 - 6) Review and make recommendations on applicants for the appointment of a Mental Health Director. The Commission shall be included in the selection process prior to the vote of the Board of Supervisors.
 - 7) Review and comment on the County's performance outcome data and communicate its findings to the California Mental Health Planning Council.
 - 8) Assess the impact of the realignment of services from the state to the county, on services delivered to clients in this County.
 - 9) Perform those additional duties as may be directed by the Board of Supervisors.
- b) Pursuant to Section 5848 (b) and (c) of the Welfare & Institutions Code:
- 1) The Commission shall conduct a public hearing on the draft three-year program and expenditure plan, and annual updates at the close of the required 30-day comment period and review the adopted plan or update and make recommendations to the County Mental Health Director for revisions.

ARTICLE IV MEMBERSHIP

SECTION 1. MEMBERSHIP

1.1 Composition

- a) The Commission shall consist of fifteen (15) members appointed by the Board of Supervisors, plus one member of the Board of Supervisors and an alternate assigned to be a representative to the Commission. Each member of the Board of Supervisors shall have three (3) members representing his or her district. The specific seat to be assigned to each nominee will be determined by the member of the Board of Supervisors making the nomination.
- b) The following rules shall apply to membership on the Commission:
 - 1) One (1) member of the Board of Supervisors shall be a member of the Commission. The Board of Supervisors shall also appoint one (1) Supervisor to serve as an alternate member.
 - 2) Fifty percent (50%) of the Commission membership shall be consumers or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received mental health services. At least twenty-percent of the Commission membership shall be Consumers and at least twenty-percent shall be Family Members. If at least twenty percent of the total Commission membership is not comprised of Consumers and/or if at least twenty-percent of the total Commission membership is not comprised of Family Members, a Commissioner for the underrepresented category may be selected from any Supervisorial district, if there are no applicants from the impacted district. If it is not possible to secure membership as specified from among persons residing in the

County, the Board may substitute representatives of the public interest in mental health who are not employees of County Mental Health, Department of Health Care Services or on staff or a paid member of a governing body of a mental health contract agency.

- c) On this Mental Health Commission, membership shall consist of:
 - 1) One (1) member of the Board of Supervisors
 - 2) Five (5) members shall be Consumer Representatives - individuals who are receiving or have received mental health services, preferably in Contra Costa County.
 - 3) Five (5) members shall be Family Members - parents, spouses, registered domestic partners, siblings or adult children of consumers who are receiving or have received mental health services, preferably in Contra Costa County.
 - 4) Five (5) members shall be Members-at-Large - individuals who have experience and knowledge of the mental health system, preferably in Contra Costa County.

1.2 Demographic and Ethnic Representation

- a) The Commission membership should reflect the ethnic diversity of the client population in the County.
- b) The composition of the Commission shall represent the demographics of the County as a whole, to the extent feasible.

1.3 Membership Restrictions

- a) No member of the Commission or his or her spouse shall be:
 - 1) A full-time or part-time employee of any Contra Costa County department that is directly involved in the provision of mental health services; or
 - 2) An employee of the State Department of Health Care Services; or
 - 3) An employee of, or a paid member of, the governing body of a mental health contract agency.
- b) Commission members must be eighteen (18) years of age or older and, except as otherwise provided in these Bylaws, must reside in Contra Costa County.
- c) Members of the Commission shall abstain from discussing or voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

SECTION 2. ATTENDANCE

2.1 Attendance requirements

- a) Regular attendance at Commission meetings is mandatory for all Commission members.
 - 1) A member who has four (4) unexcused absences from regularly scheduled full Commission meetings in any consecutive twelve-month period, as opposed to calendar year, shall be deemed to have resigned from the Commission. In such event, the former Commission member's status will be noted at the next scheduled Commission and shall be recorded in the Commission's minutes. The Chairperson shall, without further direction from the Commission, apprise the Board of Supervisors of the member's resignation and request the appointment of a replacement.
 - 2) A Commissioner's absence from a regularly scheduled Commission meeting may be excused in the case of an unforeseen, extraordinary circumstance, including but not limited to major illness, natural disaster, or civil unrest. Commissioners shall obtain consent from the Chair at least one day prior to the meeting, for any planned absences. Excused absences will be recorded in the meeting minutes as an "excused absence".
- b) Each Commissioner will ensure that when s/he attends Commission-sponsored meetings (excluding Commission and Commission Committee meetings) or activities representing her/himself as a Commissioner, s/he expresses only those views approved by the Commission.

- c) Regular attendance of one standing Commission Committee, with the exception of Executive Committee, is mandatory for all Commission members.
 - 1) A member who has four (4) unexcused absences from regularly scheduled Commission Committee meetings in any consecutive twelve-month period shall be deemed to have resigned from the Committee. In such event the former Committee member's status will be noted at the next scheduled Committee meeting and shall be recorded in the Committee's minutes. The resigned member shall choose a different Committee on which to serve.

SECTION 3. TERMS

3.1 Duration

The term of each member of the Commission shall be three (3) years in duration. Terms shall be staggered so that approximately one-third (1/3) of the appointments end each year. All terms end on June 30 in the appropriate year. The Supervisor appointed to the Commission serves until replaced by the County Board of Supervisors.

SECTION 4. VACANCIES AND RECRUITMENT

4.1 Role of the Commission

The role of the Commission in recruitment of new commissioners is at the discretion of and to the extent requested by the Board of Supervisors.

4.2 Applications

The Commission is encouraged to help identify and recruit qualified applicants to apply for any vacancies on the Commission.

4.3 Commission Identification and Recruitment of Applicants

- a) Pursuant to Article IV, section 1.2, the Commission shall, to the extent feasible, identify and encourage applicants who will assist the County in maintaining a Commission that represents and reflects the diversity and demographics of the County as a whole, as provided in the Welfare & Institutions Code.
- b) To the extent possible, the Commission shall identify and encourage applicants who have experience and knowledge of the mental health system, preferably in the County.

4.4 In order for applicants being considered for the Mental Health Commission to have a better understanding of their potential role, responsibilities, and restrictions as a Commissioner, applicants are encouraged to attend at least one Commission meeting, and also encouraged to meet with the Commission Chair, Commission Vice Chair or other commissioners prior to their appointment.

4.5 The Chair and Executive Committee of the Mental Health Commission shall coordinate appropriate training and orientation of all newly appointed commissioners.

ARTICLE V MEETINGS

SECTION 1. REGULAR MEETINGS

1.1 Regular Meetings

Meetings of the Mental Health Commission shall be held monthly.

1.2 Schedule of Meetings

The meeting schedule for the following year shall be set in the month of December. If no meeting will be convened during the month of December, the meeting schedule shall be set at the last regular meeting of the calendar year. Meeting schedules shall be available online.

1.3 Minimum Number

A minimum of eleven (11) meetings shall be held per year.

1.4 Holidays

If the regular meeting date falls on a holiday, a new meeting date shall be selected.

SECTION 2. ORDER OF BUSINESS

2.1 Agendas

Agendas shall be prepared for regular Commission and Executive Committee meetings at the direction of the Commission Chairperson. When feasible, agendas shall be e-mailed and mailed seven (7) days prior to the meeting, but at a minimum 96 hours prior to the meeting. Agendas shall be posted, e-mailed and mailed and made available to the public in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 3. QUORUM

A quorum is one person more than one-half of the appointed members. The Commission must have a quorum present in order to hold a meeting.

SECTION 4. CLOSED SESSION

The Commission may not conduct closed sessions.

SECTION 5. SPECIAL MEETINGS

Special meetings of the Commission may be called at any time by the Chair or by a majority of the members of the Commission in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 6. OPEN MEETINGS

All meetings of the Commission, including all meetings of its Executive Committee, standing committees, task forces and ad hoc committees shall comply with the Brown Act and the County's Better Government Ordinance.

SECTION 7. DECISIONS AND ACTIONS OF THE COMMISSION

Unless otherwise stated, all matters coming before the Commission for action shall be determined by a majority of the Commissioners appointed.

SECTION 8. ADDRESSING THE COMMISSION

Public Comment shall be allowed on any items of interest to the public that are within the subject matter jurisdiction of the Commission, both agendaized and non-agendaized items, in accordance with the Brown Act and the County's Better Government Ordinance. The Chairperson may limit the amount of time a person may use in addressing the Commission on any subject, provided the same amount of time is allotted to every person wishing to address the Commission.

ARTICLE VI

NOMINATION, ELECTION AND REMOVAL OF OFFICERS

SECTION 1. NOMINATION OF OFFICERS AND EXECUTIVE COMMITTEE MEMBERS

1.1 Ad Hoc Nominating Committee

An Ad Hoc Nominating Committee shall be appointed in the month of August. During the September meeting, the Ad Hoc Nominating Committee shall announce the solicitation of nominations from the Commission members and obtain the nominee's consent to serve. At the October meeting, a slate of nominees will be announced.

1.2 Nominations

In the event of a vacancy in the office of Chairperson, Vice Chairperson or an Executive

Committee member during the term of office, nominations will be taken, nominees' consent to serve will be obtained, and nominees will be announced at the next regularly scheduled Commission meeting.

SECTION 2. ELECTION

2.1 Timing of

The Commission shall elect a Chairperson, Vice Chairperson and members of the Executive Committee at the November or next regular meeting of the Commission following the announcement of nominations as set forth in Section 1.

2.2 Assumption of Office

The newly-elected Chairperson, Vice Chairperson and Executive Committee shall assume office January 1 and serve through December 31 of that year. In the case of a mid-term appointment, the elected Chairperson, Vice Chairperson or members of the Executive Committee will complete the remainder of the normal term.

2.3 Conduct of Election

The election will be conducted publicly through the use of signed ballots. Ballots will be announced and counted publicly by the Ad Hoc Nominating Committee. The election of each officer will carry with a majority vote of the Commission. In the case of a tie vote, the Commission may re-cast ballots until the tie is broken. If, in the opinion of the Chairperson, the tie will not be broken within a reasonable number of attempts, the election may be deferred until the next scheduled Commission meeting and the current seated officer will remain in office until a new officer is elected.

SECTION 3. TERMS OF OFFICE

The Officers of the Commission, the Chairperson and Vice Chairperson, shall serve no more than three (3) consecutive terms of one year each in the same position. This will not preclude an individual from serving as Chairperson or Vice Chairperson after one (1) year of having not served.

SECTION 4. REMOVAL OF OFFICER

4.1 Grounds for Removal

The Commission, by a majority of the Commissioners appointed, may remove the Chairperson and/or Vice Chairperson from office and relieve him/her of his/her duties

4.2 Nominations After Removal

In the event of removal of the Chairperson and/or Vice Chairperson, the Ad Hoc Nominating Committee shall meet and present nominations for the vacant position(s) at the next regularly scheduled Commission meeting.

ARTICLE VII DUTIES OF OFFICERS

SECTION 1. DUTIES OF THE CHAIRPERSON

1.1 Meetings

- a) The Chairperson shall preside at all meetings of the Commission and perform duties consistent with these Bylaws and the Welfare and Institutions Code
- b) The Chairperson shall conduct meetings, maintain order and decorum, and decide questions of procedure in accordance with these Bylaws and in consultation with County staff via the Executive Assistant to the Commission.
- c) The Chairperson shall conduct all meetings in the manner required by the Brown Act and the County's Better Government Ordinance.

1.3 Other Duties

The Chairperson shall be in consultation with the Mental Health Director.

SECTION 2. DUTIES OF THE VICE CHAIRPERSON

In the event of the Chairperson's absence from a Commission meeting or inability to act, the Vice Chairperson shall preside and perform all duties of the Chairperson. In the case of removal of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson until new elections can be held.

SECTION 3. TEMPORARY CHAIRPERSON

In the event both the Chairperson and Vice Chairperson are absent from a Commission meeting or are unable to act, the members shall, by order fully entered into their records, elect one of their members to act as Chairperson *Pro Tern*. The Chairperson *Pro Tern* shall perform the duties of the Chairperson until such time as the Chairperson or Vice Chairperson resumes his or her duties.

ARTICLE VIII COMMITTEES

SECTION 1. CREATION OF COMMITTEES

Pursuant to the rules set forth herein, the Commission may create committees which can be standing committees, task forces or ad hoc committees as needed.

SECTION 2. STANDING COMMITTEES

2.1 Mission Statement

Each standing committee shall develop a Mission Statement. The Mission Statement is subject to approval by the Commission and shall be submitted to the Commission for approval no later than 60 days after establishment of the committee.

2.2 Composition

Each standing committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Commission.

2.3 Appointment and Terms

- a) The Commission may appoint Commission members to standing committees.
- b) The terms of the Committee Chairpersons and Vice Chairpersons shall be one (1) year.
- c) There are no limits on the number of terms an individual may serve as Committee Chairperson or Vice Chairperson.

2.4 Meetings/Actions

- a) All matters coming before a standing committee shall be determined by a majority of the Commissioners on the committee.
- b) All standing committee meetings shall be conducted in accordance with the Brown Act and the County Better Government Ordinance.
- c) All actions approved by a standing committee will be referred to the Commission for final approval.

2.5 Chairpersons, Vice Chairpersons

- a) Selection
 - 1) Each standing committee shall have a Chairperson and may have a Vice Chairperson who are selected by the Committee.
 - 2) In the event of a vacancy in the position of Chairperson or Vice Chairperson of a standing committee, the Commission Chairperson may serve as temporary Chairperson of the

standing committee for up to sixty (60) days while the Committee selects a new Chairperson or Vice Chairperson.

b) Duties

- 1) The Chairperson shall preside at all meetings of the standing committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Commission Chairperson.
- 2) The Chairperson shall direct the preparation and distribution of agendas for their respective standing committee meetings as required by the Brown Act and the County's Better Government Ordinance.

- 3) The Chairperson shall provide monthly reports to the Commission regarding the activities of the standing committee and is encouraged to provide an outline of the monthly report to the Executive Assistant to the Commission for use in preparation of the Minutes.

SECTION 3. EXECUTIVE COMMITTEE

3.1 Purpose

The Executive Committee is charged with acting on the decisions of the Mental Health Commission. Its primary focus is to identify and avail any reasonable resources needed to deliberate over agenda items of the general membership, committee, task force or ad hoc committee meetings

3.2 Composition

The Commission Chairperson, and Vice Chairperson shall be members of the Executive Committee. Additional members shall be elected by the Commission. The Executive Committee shall consist of a minimum of three (3) members and a maximum of five (5) members.

3.3 Term

Elected members of the Executive Committee shall serve for one calendar year.

SECTION 4. TASK FORCES

4.1 Purpose

Task forces shall be time-limited and have a stated purpose beyond the scope of regular Commission responsibilities approved by the Commission and shall be required to report back to the Commission regarding progress toward its stated purpose.

4.2 Composition

Each task force shall consist of a minimum of three (3) members and a maximum of five (5) members. Non-Commissioners may be appointed from the community as non-voting members when special expertise, advice or opinion is desired, at the discretion of the Commission, but shall not exceed one half (1/2) of the membership of the Task Force. All task force members shall conform to the Mental Health Division client confidentiality statement.

4.3 Appointment and Terms

The Commission shall appoint Commission and non-Commission members to task forces based upon a majority vote of the Commission. The terms of all task force members shall be until the task force has completed its stated purpose.

4.4 Meetings/ Actions

All meetings shall be conducted in accordance with the Brown Act and the Contra Costa County Better Government Ordinance. All matters coming before a task force shall be determined by a majority of the members of the task force.

4.5 Chairpersons

a) Selection

- 1) Each task force shall have a Chairperson and may have a Vice Chairperson, selected by

the members of the task force. In the event of a vacancy in the position of Chairperson of a task force, the Commission Chairperson may serve as temporary Chairperson of the task force for up to sixty (60) days while the Task Force selects a new Chairperson.

b) Duties

- 1) The Chairperson shall preside at all meetings of the task force and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Commission Chairperson.
- 2) The Chairperson shall direct the preparation and distribution of agendas for the task force in the manner required by the Brown Act and the County's Better Government Ordinance.
- 3) The Chairperson shall provide monthly reports to the sponsoring standing committee or the Commission.

4.6 Removal

The Chairperson of the task force may request of the Chair of the Commission replacement of a member who fails to regularly attend the task force meetings.

SECTION 5. AD HOC COMMITTEES

5.1 Purpose

Ad Hoc Committees shall be established by the Commission as needed to address issues within the normal course of Commission responsibilities, including but not limited to applicant interviews and officer nominations. They shall be required to report back to the Commission.

5.2 Composition

An ad hoc committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Commission.

5.3 Appointment

The Commission shall appoint Commission members to an ad hoc committee.

5.4 Meetings/Actions

All matters coming before an ad hoc committee shall be determined by a majority of the members of the ad hoc committee.

5.5 Chairpersons

a) Selection

Each ad hoc committee shall have a Chairperson, and may have a Vice Chairperson, selected by a majority of the members of the ad hoc committee. In the event of a vacancy in the position of Chairperson of an ad hoc committee, the Commission Chairperson may serve as temporary Chairperson of the ad hoc committee for up to sixty (60) days while the ad hoc committee selects a new Chairperson.

b) Duties

- 1) The Chairperson shall preside at all meetings of the ad hoc committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall be in consultation with the Commission Chairperson.
- 2) The Chairperson shall direct the preparation and distribution of agendas for the ad hoc committee in the manner required by the Brown Act and the County's Better Government Ordinance.
- 3) The Chairperson shall provide monthly reports to the Commission.

5.6 Removal

The Chairperson of the ad hoc committee may request of the Chair of the Commission replacement of a member who fails to regularly attend the ad hoc committee meetings.

SECTION 6. COMMISSION REPRESENTATIVE

The Commission shall appoint an officer or other member of the Commission as the Commission Representative to the California Association of Local Mental Health Boards/Commissions. The Commission Representative shall represent the Mental Health Commission at statewide meetings and to report back to the Commission.

SECTION 1. STAFF SUPPORT

The County's Mental Health Division provides clerical support services to assist the Commission in the management of its operations and activities. The Executive Assistant shall maintain all necessary records. The budget of the Mental Health Division shall fund the position of the Executive Assistant to the Mental Health Commission.

SECTION 2. STAFF ATTENDANCE AT MEETINGS

The Mental Health Division staff provides information to the Commission and its committees regarding agenda items and attends meetings on a regular basis.

SECTION 3. ACTIONS

The Commission by its Chairperson shall regularly inform the Mental Health Director of Commission actions.

**ARTICLE X
BYLAW AMENDMENTS**

SECTION 1. AMENDMENTS

These Bylaws may be amended by a majority vote of the Commission in a regularly scheduled meeting as defined at Article V, Section 1. Before the Commission may consider or vote on Bylaw amendments, proposed amendments shall be submitted in writing to Commission members at least thirty (30) days prior to the meeting date at which they are to be considered.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: September 21, 2021

Subject: Proposed Modified 2021 Meeting Schedule for the Contra Costa County Board of Supervisors

RECOMMENDATION(S):

ADOPT the attached proposed modified 2021 meeting schedule for the Contra Costa County Board of Supervisors, which includes the addition of a regular Board of Supervisors meeting on November 23, 2021.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Each year the Board of Supervisors adopts a meeting schedule that designates regular meeting dates and any dates on which meetings must be canceled, in anticipation that a quorum of the Board will not be present. To facilitate the work of the Board for purposes of revising supervisorial district boundaries, it has become necessary to add a regular meeting on November 23, 2021, including a Fifth Public Hearing. The attached proposed modified meeting schedule reflects this change.

CONSEQUENCE OF NEGATIVE ACTION:

If the modified meeting schedule is not adopted, the Board would not be able to hold a regular meeting for purposes of revising supervisorial district boundaries on November 23.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Jami Morrill
925-655-2005

cc:

ATTACHMENTS

BOS Schedule 2021 modified

9-21-21

**CONTRA COSTA COUNTY BOARD OF SUPERVISORS
2021 MEETING SCHEDULE**

<u>MEETING DATES</u> (Tuesdays)	<u>MEET OR NO MEETING</u>	<u>HOUSING AUTHORITY/ CCCFPD</u>	<u>SPECIAL EVENT</u>
** Jan 05	Meet		Reorganization Meeting
Jan 12	No Meeting		
** Jan 19	Meet	FIRE	Dr. Martin Luther King, Jr. Celebration
Jan 26	Meet		Board Retreat
Feb 02	Meet		
Feb 09	Meet	FIRE	
Feb 16	No Meeting		President's Day
Feb 23	No Meeting		NACo Leg Conference, Feb 20-24, Washington, D.C.
Mar 02	Meet		
Mar 09	Meet	HA/FIRE	Service Awards
Mar 16	No Meeting		
Mar 23	Meet		
** Mar 30	Meet		Cesar Chavez Celebration
Apr 06	No Meeting		Spring Break
Apr 13	No Meeting		
** Apr 20	Meet		Budget Hearings
Apr 27	Meet	FIRE	
May 04	No Meeting		
** May 11	Meet		Budget Adoption
May 18	Meet	HA/FIRE	
May 25	No Meeting		
Jun 01	No Meeting		Memorial Day
Jun 08	Meet	FIRE	
Jun 15	No Meeting		
Jun 22	Meet		Service Awards
Jun 29	No Meeting		Fifth Tuesday
Jul 06	No Meeting		Independence Day Holiday
Jul 13	Meet	HA/FIRE	
Jul 20	No Meeting		NACo Annual Conf, July 16-19, Austin, TX
Jul 27	Meet		
Aug 03	Meet		
Aug 10	Meet	FIRE	
Aug 17	No Meeting		Summer Break
Aug 24	No Meeting		Summer Break
Aug 31	No Meeting		Summer Break
Sep 07	Meet		Labor Day Holiday
** Sep 14	Meet	HA/FIRE	September 11 Remembrance
Sep 21	Meet		Service Awards
Sep 28	No Meeting		
Oct 05	Meet		
Oct 12	Meet	FIRE	
Oct 19	Meet		
Oct 26	No Meeting		
Nov 02	Meet		
** Nov 09	Meet	FIRE	Veterans Day Recognition
Nov 16	Meet		
Nov 23	Meet		
Nov 30	No Meeting		CSAC Annual Meeting, Nov 30-Dec 3, Monterey, CA
Dec 07	Meet	HA/FIRE	
Dec 14	Meet		
Dec 21	No Meeting		Christmas
Dec 28	No Meeting		

**Special BOS Celebration or Hearing

modified & adopted September 21, 2021



Contra
Costa
County

To: Board of Supervisors
From: Gus Kramer, Assessor
Date: September 21, 2021

Subject: Recovery Costs for Maintaining Use Codes for Special Taxes

RECOMMENDATION(S):

AUTHORIZE the Auditor-Controller to make a deduction from special tax proceeds at the rate of \$0.09 per special assessment and credit that amount to the Assessor's account 1600-9607, pursuant to Board Resolution No. 84/332.

FISCAL IMPACT:

This action would allow the County to recover costs incurred in collecting special taxes on behalf of local agencies.

BACKGROUND:

The Assessor has developed and attempted to maintain parcel use codes for the internal use of this office and is not required to maintain such codes for other purposes. Local agencies imposing special taxes have made use of the parcel use codes in collecting special taxes. Government Code Sections 50077 (b) and 53978 (d) authorize the County to deduct from special tax proceeds its reasonable costs incurred in collecting special taxes on behalf of local agencies.

CONSEQUENCE OF NEGATIVE ACTION:

Denial of this action would prevent the County from recovering its costs incurred in collecting special taxes on behalf of local agencies.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/21/2021** 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: September 21, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Sara Holman, (925)
313-7500

ATTACHMENTS

Board Resolution No.

84/332

ABSTAIN: None.

RESOLUTION NO. 84/332

RECEIVED
JUN 12 1984
CONTRA COSTA
COUNTY ASSESSOR

SUBJECT: Recovery of costs of maintaining use codes for special taxes

The Board of Supervisors of Contra Costa County RESOLVES THAT:

WHEREAS the Assessor has developed and maintained parcel use codes for the internal use of his office and is not required to maintain such codes for other uses,

WHEREAS the County Administrator has advised that the only practical way that local agency special tax ordinances can be implemented and such taxes can efficiently be collected is by using the Assessor's use codes to apply the appropriate amount of special taxes to each parcel in the taxing agency;

WHEREAS the Assessor obtains no benefits from the use of such codes by the local agencies that need the codes to collect their special taxes,

WHEREAS the Assessor is in need of financial assistance in order to continue to adequately maintain the use codes necessary for such special taxes and may not be able to continue to adequately maintain such codes without financial assistance,

WHEREAS the Assessor may well discontinue maintaining use codes for his internal use, considering the costs of maintaining such codes in relation to the benefits obtained from his internal use of the codes,

WHEREAS the public interest requires that the Assessor's use codes continue to be adequately maintained and be available to local agencies for their use in collecting special taxes,

WHEREAS Government Code §§50077(b) and 53978(d) authorize the County to deduct its reasonable costs incurred in collecting special taxes on behalf of local agencies;

NOW, THEREFORE, it is by this Board ordered that the total of all costs of maintaining the Assessor's use codes for the year, including all personnel, equipment and material costs necessary for such maintenance, shall annually be determined by the Assessor and, upon approval by this Board, shall be deducted by the Auditor from the proceeds of special taxes collected for the year by the County for the local agencies in the County. The total of such deductions shall be credited to the Assessor's account for 9606-1647. Said deductions shall be made from the proceeds of each local agency imposing a special tax according to the following formula:

$$\left. \begin{array}{l} \text{Deductions from Special} \\ \text{Tax Proceeds of the} \\ \text{Local Agency} \end{array} \right\} = \left. \begin{array}{l} \text{(Number of Parcels in} \\ \text{the Local Agency} \\ \text{Total Number of Parcels} \\ \text{in all Local Agencies} \\ \text{Imposing Special taxes} \end{array} \right\} \times \left. \begin{array}{l} \text{(Assessor's Total} \\ \text{Annual Costs of} \\ \text{Maintaining Use Codes)} \end{array} \right\}$$

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

ATTESTED: June 5, 1984

J.R. OLSON, COUNTY CLERK
and ex officio Clerk of the Board

D. [Signature]

Orig. Dept.:
cc: Assessor
Auditor-Controller
Treasurer-Tax Collector
Administrator
Local Agencies Imposing Use Codes