

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

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

The Board meeting will be accessible in-person, via television, and via live-streaming to all members of the public. 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 on the agenda may comment in person or may call in during the meeting by dialing **888-278-0254** followed by the access code **843298#**. A caller should indicate they wish to speak on an agenda item, by pushing "#2" on their phone. Access via Zoom is also available using the following link: <https://cccouny-us.zoom.us/j/87344719204>. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000.

Meetings of the Board are closed-captioned in real time. Public comment generally will be limited to two minutes. Your patience is appreciated. A Spanish language interpreter is available to assist Spanish-speaking callers.

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 online at www.contracosta.ca.gov.

ANNOTATED AGENDA & MINUTES
July 12, 2022

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

Closed Session

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

1. Agency Negotiators: Monica Nino.

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

2. Agency Negotiators: Monica Nino.

Unrepresented Employees: All unrepresented employees.

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

1. *Kristy Trindade v. Contra Costa County*, WCAB Nos. ADJ12100803; ADJ12592452
2. *Cody Pries v. City of Antioch, et al.*, United States District Court, Northern District of California Case No. 21-04890
LB

Inspirational Thought- *"The summer night is like a perfection of thought."* ~Wallace Stevens

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 McNett Mason, County Counsel

There were no announcements from Closed Session.

Adjourned today's meeting at 3:25 p.m.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.124 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)

PR.1 PRESENTATION of Certificates of Completion to graduating members of the inaugural Certified Election Observer Program. (Debi Cooper, Clerk-Recorder/Registrar of Voters)

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

DISCUSSION ITEMS

D.1 CONSIDER receiving an update on activities, projects and planning from the Contra Costa Transportation Authority. (Timothy Haile, Executive Director, CCTA)

Speakers: Caller 6770.

AYE: District I 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 ACCEPT update on COVID-19 and briefing on Monkeypox; and PROVIDE direction to staff. (Anna Roth, Health Services Director)

ACCEPTED the oral report.

Speakers: Caller 6770; Gigi Crowder.

D.3 CONSIDER accepting a report on the Emergency Rental Assistance Program and status of program infrastructure to support legal, housing stability and mediation services for tenants and landlords in Contra Costa County. (Timothy Ewell, Chief Assistant County Administrator)

Speakers: Robin Lepay, Alliance of Californians for Community Empowerment (ACCE); Judith Ortiz, Executive Director, Monument Impact; Oscar reads letter from Adolfo Ruiz; Reverend Millie Phillips; Donna on behalf of Alejandra Plaza; Alex Worth, East Bay Housing Organizations (ECHO); Wilma Navarette; Raul Vasquez, ACCE; Edith, ACCE; Devon Williams, ACCE; Guadalupe Tolento, Concord; Gigi Crowder; Adam Poe, Bay Legal Aid; Patricia Aguilar, ACCE; Kristi. Written commentary received from: Cubanelsa; Adolfo Ruiz, Concord;

ACCEPTED the report and DIRECTED the County Administrators Office to work with stakeholders, which includes landlords, housing advocates and existing relationships that we have with community organizations, and identify if there is a need for immediate further support in court legal representation and what scale and what period of time, to return to the Board on August 16, 2022.

D.4 HEARING to consider establishment of a Mello-Roos Community Facilities District and levy of a special tax to fund park maintenance services in the Contra Costa Centre area; adoption of Resolution Nos. 2022/243, 2022/244, and 2022/245, relating to the formation of the District, calling for a special election, and declaring results of the special election; introduction of Ordinance No. 2022-24, authorizing the levy of taxes within the new District, waiving reading, and fixing August 2, 2022 for adoption; and taking related actions, as recommended by the Public Works Director. (Jocelyn LaRocque, Public Works Department)

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

D.5 HEARING to consider adoption of Resolution of Necessity No. 2022/247 for acquisition by eminent domain of real property required for the Danville Boulevard-Orchard Court Complete Streets Improvements Project, as recommended by the Public Works Director, Alamo area. (Jessica Dillingham, Public Works Department)

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

D.6 HEARING to consider adopting Ordinance No. 2022-25, an urgency interim ordinance extending, through June 7, 2023, a prohibition on unpermitted commercial temporary events, establishing new enforcement mechanisms, and related provisions. (Francisco Avila, Conservation and Development Department)

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

D.7 HEARING to consider the Fiscal Year 2022/23 Tentative Report on Community Service Area EM-1 for the enhanced countywide emergency medical service system and adoption of Resolution No. 2022/213 confirming the Tentative Annual Report and assessing the charges specified in the report, countywide. (100% County Service Area EM-1 Fund) (Marshall Bennett, Emergency Medical Services Director)

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

D.8 CONSIDER authorizing the Board of Supervisors, in all its capacities, and its subcommittees, and its advisory bodies to continue teleconference meetings under Government Code section 54953(e), make related findings, and take related actions. (Mary Ann McNett Mason, County Counsel)

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

D. 9 CONSIDER Consent Items previously removed.

There were no items removed from consent for discussion.

D. 10 PUBLIC COMMENT (2 Minutes/Speaker)

Dennis Ray Belillo, Martinez, spoke on problem neighbors, citing fire hazards, late night parties, and physical assaults.

Caller 6770 cited many statistics regarding expenditures of the County and Planned Parenthood, and said he supports family planning. He is concerned that statistically more African American babies were aborted than were African American citizens killed by the police;

No Name Given expressed concern that police officers are treated unjustly in their attempts to protect the public;

Liz Ritchie shared her concerns about the accuracy of the Dominion voting system with a claim it has vulnerabilities not being addressed and notes declarations have been provided by New California claiming manipulation of election results;

The following people spoke in favor of funding for an African American holistic wellness center to be established by the county: Barbara, Wanda, Liz, Elder Desiree, Gigi Crowder, Alfonso, Stephen Smith, No Name Given, crisis counselor; Allie, Phil Arnold, Stephanie.

County Administrator Monica Nino notes that during budget deliberations, County Administration was directed to work with Health Services on a mental health analysis of services available, planned, and the demographics of services. That matter will come before the Board at a meeting in August 2022.

D. 11 CONSIDER reports of Board members.

Chair Mitchoff noted that the Board will not be in session next week. Many of the Supervisors will be traveling to Colorado for the annual conference of the National Association of Counties (NACo).

Closed Session

ADJOURN in memory of
Gary Conner
founder and operator of the White Pony Express and Walnut Creek resident
and
Patricia (Pat) Behring
Danville resident

Adjourned in memory of the victims of the mass shooting July 4, 2022 in Highland Park, Illinois: Irina and Kevin McCarthy, Jacki Sundheim, Katherine Goldstein, Eduardo Uvaldo, Nicolas Toledo Zaragoza, Stephen Straus.

CONSENT ITEMS

Road and Transportation

C. 1 ADOPT Resolution No. 2022/231 approving and authorizing the Public Works Director, or designee, to fully close all of Rolph Avenue on July 16, 2022, from 6:00 a.m. through 8:00 p.m., for the purpose of the 14th Annual Sugartown Festival, Crockett area. (No fiscal impact)

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

C. 2 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with the City of Pittsburg, effective July 12, 2022, to reimburse the County in an amount not to exceed \$250,000 for the labor, materials and equipment charges related to the roadway surface treatment of Kirker Pass Road between Buchanan Road and Nortonville Road, Pittsburg area. (100% City of Pittsburg)

AYE: District I Supervisor 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 conveyance of an easement deed for ingress and egress purposes to the California Department of Transportation in connection with the I-80/San Pablo Dam Road Interchange Improvement Project, as recommended by the Public Works Director, San Pablo area. (100% Contra Costa Transportation Authority Funds)

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

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 \$606,288 to provide construction management services for the Danville Boulevard-Orchard Court Complete Streets Improvements Project for the period July 12, 2022 through June 30, 2024, Alamo area. (66% Highway Safety Improvement Grant Funds, 33% Measure J Funds, 1% 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. 5 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Geocon Consultants, Inc., in an amount not to exceed \$800,000 to provide on-call geotechnical engineering services for the period July 12, 2022 through June 21, 2025, Countywide. (100% Local Road and Flood Control 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 the Fred Jackson Way First Mile/Last Mile Connection Project contingency fund increase of \$600,000 for a new contingency fund total of \$838,756, and a new payment limit of \$3,226,313, effective July 12, 2022, and AUTHORIZE the Public Works Director, or designee, to execute a contract change order with Ghilotti Bros., Inc., in an amount not to exceed \$600,000, North Richmond area. (5% State Coastal Conservancy Prop 1 Funds, 74% Active Transportation Program Funds, 5% North Richmond Area of Benefit Funds, 16% Transportation for Livable Communities 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 ADOPT Traffic Resolution No. 2022/4522 to prohibit stopping, standing, or parking on a portion of Loring Avenue (Road No. 2294D), as recommended by the Public Works Director, Crockett area. (No fiscal impact)

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

C. 8 APPROVE the submission of grant applications to the Metropolitan Transportation Commission and the Contra Costa Transportation Authority under the One Bay Area Grant Cycle 3 Program, as recommended by the Public Works Director, Countywide. (80% One Bay Area Grant 3 Funds, 20% Local Road Funds)

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

Engineering Services

C. 9 ADOPT Resolution No. 2022/211 approving the Parcel Map for minor subdivision MS21-00015, for a project being developed by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, as recommended by the Public Works Director, San Ramon area. (No fiscal impact)

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

C. 10 ADOPT Resolution No. 2022/218 accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

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

C. 11 ADOPT Resolution No. 2022/219 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

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

C. 12 ADOPT Resolution No. 2022/220 approving the Final Map and Subdivision Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (No fiscal impact)

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

C. 13 ADOPT Resolution No. 2022/242 approving the Final Map and Subdivision Agreement for subdivision SD21-09590, for a project being developed by the Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (No fiscal impact)

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

Special Districts & County Airports

C. 14 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE the Grayson and Walnut Creek Levee Improvement Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Chief Engineer, or designee, to advertise the Project, Martinez area. (50% Central Contra Costa Sanitary District Funds, 50% Flood Control District Zone 3B 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. 15 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a license agreement with Panipat Plaza, LLC, to allow licensee to use a portion of the District's Grayson Creek property adjacent to 5844 Pacheco Boulevard for ingress and egress for an initial payment of \$4,500, and take related actions under the California Environmental Quality Act, Pacheco area. (No fiscal impact)

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

C. 16 Acting as the governing body of Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Public Works Director and Chief Engineer to execute, on behalf of the County and the District, a license agreement with SFPP, L.P., for a twenty-year term, to allow SFPP, L.P. to access and maintain groundwater monitoring wells and soil vapor probes, for an initial annual fee of \$9,000, Walnut Creek area. (100% Licensee 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. 17 APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County, a consent to assignment of lease between the County and the current tenant, VOLY RE, LLC, to assign its lease of County-owned property located at 1500 Sally Ride Drive, Concord, to Hapi314159, effective July 1, 2022. (100% 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

Claims, Collections & Litigation

C. 18 DENY claims filed by Namari Flentroy, Erik Fulkerson, Francisco Xavier Garcia, the Kensington, Guadalupe Loza, Susana Shippam, Joel Tolbert III, and Judy R. Wimberly. DENY late claim filed by Leslie Lehman.

AYE: District I Supervisor 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 RECEIVE report concerning the final settlement of Jeffrey Boatright vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$73,000, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

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

C. 20 RECEIVE report concerning the final settlement of Mary McCaslin-Curry vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$310,000, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

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

C. 21 RECEIVE report concerning the final settlement of Sorikane Bith vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$153,531, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

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

C. 22 RECEIVE report concerning the final settlement of Christina Beckett-Ware vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$80,000, as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund)

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

Honors & Proclamations

C. 23 ADOPT Resolution No. 2022/241 declaring the week of July 17-23, 2022, as Probation, Pretrial and Community Supervision Officers' week in Contra Costa County, as recommended by the County Probation Officer.

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

Ordinances

C. 24 INTRODUCE Ordinance No. 2022-026 amending the County Ordinance Code to exclude from the merit system the new classification of Health Services Personnel Manager-Exempt and delete the classification of Health Services Personnel Officer-Exempt, WAIVE READING and FIX July 26, 2022, for adoption.

AYE: District I 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. 25 APPOINT Mica Herrera to the At-Large Youth Seat 2 on the Juvenile Justice Coordinating Council for a term ending on June 30, 2023, as recommended by the Public Protection Committee.

C. 26 REAPPOINT Charles Kreling to the District 3 seat on the Contra Costa County Merit Board for a term ending June 30, 2026, 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. 27 APPOINT, in lieu of election, Samson Wong as Safety Alternate Member #7 on the Contra Costa County Employees' Retirement Association Board of Trustees to a term beginning July 1, 2022 and ending June 30, 2023, as recommended by the Clerk-Recorder.

AYE: District I Supervisor 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 REAPPOINT Douglas Dunn to the District 3, Seat 3 on the Mental Health Commission for a term ending June 30, 2025, 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. 29 APPOINT Carol Kehoe to the City of El Cerrito Local Committee seat on the Advisory Council on Aging as recommended by the Employment and Human Services Director.

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

C. 30 APPOINT Gigi Crowder and Carlos Fernandez to Community-Based Representative Seats 8 and 9 on the Racial Justice Oversight Body, for terms ending December 31, 2022, as recommended by the Public Protection Committee.

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

C. 31 APPROVE the new medical staff, affiliates and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommended by the Medical Staff Executive Committee, and by the Health Services Director.

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

C. 32 APPOINT Ronald Kan, Alamo resident, to the Youth Representative seat on the Alamo Municipal Advisory Council for a term ending December 31, 2024, as recommended by Supervisor Andersen.

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

C. 33 ACCEPT the resignation of Karen Garcia, DECLARE vacancies in the North Richmond Municipal Advisory Council Representative 1 Seat and the North Richmond Municipal Advisory Council Representative Alternate Seat on the North Richmond Waste and Recovery Mitigation Fee Committee, and DIRECT the Clerk of the Board to post the vacancies, as recommended by Supervisor Gioia.

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

Personnel Actions

C. 34 ADOPT Position Adjustment Resolution No. 25995 to decrease the hours of one Family Nurse Practitioner position in the Health Services Department. (Represented)

AYE: District I Supervisor 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 ADOPT Position Adjustment Resolution No. 25983 to establish the classification of Health Services Personnel Manager-Exempt (unrepresented) on the salary schedule and appoint employee at Step 5 in this position effective August 25, 2022, and cancel one Assistant Director of Health Services position in the Health Services Department.

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

C. 36 ADOPT Position Adjustment Resolution No. 25984 to cancel one vacant Health Services Information Technology Project Manager position and add one Information Systems Project Manager position in the Information Technology division of the Health Services Department. (Represented)

AYE: District I Supervisor 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 ADOPT Position Adjustment Resolution No. 25979 to add one (1) PFT Administrative Services Assistant II, one (1) PFT Certified Medical Assistant, one (1) PPT (20/40) Certified Medical Assistant, one (1) PFT Charge Nurse, one (1) PFT Laboratory Technician II, one (1) PFT Physical Therapist II, and one (1) PFT Secretary – Advanced Level; and cancel one (1) PFT Certified Nursing Assistant, one (1) PPT (32/40) Certified Nursing Assistant, one (1) PFT Clerk – Senior Level, one (1) PPT (20/40) Clerk – Senior Level, one (1) PPT (32/40) Licensed Vocational Nurse, one (1) PFT Occupational Therapist II, one (1) PPT (24/40) Program/Projects Coordinator, one (1) PFT Registered Health Information Technologist, and one (1) PPT (24/40) Registered Nurse positions in the Health Services Department. (100% County General Funds)

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

C. 38 ADOPT Position Adjustment Resolution No. 25986 to add one (1) Registered Nurse (represented) position, add one (1) Clerical Supervisor (represented) position, and three (3) Clerk - Experienced Level (represented) positions in the Health Services Department.(100% Health Plan Member Premium Payments)

AYE: District I Supervisor 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 ADOPT Position Adjustment Resolution No. 25996 to reassign one Principal Building Inspector (represented) position from the Economic Development/Sustainability Department (0591) to Construction Division of the Conservation and Development Department (0280/2661). (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. 40 ADOPT Position Adjustment Resolution No. 25997 to reassign one Economic Development Manager (unrepresented) position from the Economic Development/Sustainability Department to the Economic Development Division of the Conservation and Development Department. (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. 41 ADOPT Position Adjustment Resolution No. 25989 to decrease the hours of one Primary Care Provider - Exempt position from full-time to part-time in the Health Services Department. (Represented)

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

Leases

C. 42 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Marsh Creek Investments, LLC, to extend the term of the lease through November 30, 2027, for approximately 1,970 square feet of child-care classroom space located at 7251 Brentwood Boulevard in Brentwood, at no cost for rent. (No fiscal impact)

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

Grants & Contracts

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

C. 43 ADOPT Resolution No. 2022/249 authorizing the Sheriff-Coroner, or designee, to apply for and accept, subject to compliance with certifications, the U.S. Department of Justice, FY 2022 Edward Byrne Memorial Justice Assistance Grant in an initial amount of \$188,180 for support of countywide law enforcement programming for the period October 1, 2022 through the end of the grant period. (100% Federal)

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

C. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for grant funding made available by the State Department of Health Care Services and California Department of Social Services, for one or more projects in response to the Behavioral Health Continuum Infrastructure Project (BHCIP) and the Community Care Expansion (CCE), for the purchase and/or renovation of facilities to serve Medi-Cal eligible clients, behavioral health clients, and/or recipients of social security insurance or social security disability insurance (SSI/SSD). (90% State funds, 10% County match)

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

C. 45 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$13,923 to perform farmers' market and production site inspections and certifications for the Certified Farmer's Market Program for the period July 1, 2022 through June 30, 2023. (100% State 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. 46 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with the City of Richmond, in an amount not to exceed \$10,000 to provide congregate meal services for the County's Senior Nutrition Program for the period July 1, 2022 through June 30, 2023, including a three-month automatic extension through September 30, 2023. (No County match)

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

C. 47 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Town of Danville, to pay the County an amount not to exceed \$4,500 to provide congregate meal services for the County's Senior Nutrition Program for the period July 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2023. (No County match)

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

C. 48 ADOPT Resolution No. 2022/240 authorizing the Sheriff-Coroner, Undersheriff, or Commander Management Services, to execute a contract with the Bay Area Air Quality Management District for the County to receive up to 95 air filtration units, with a total value of up to \$100,000, through the District's Wildfire Preparedness Program for the protection of public health and improvement of indoor air quality in communities most vulnerable to wildfire smoke, for the term ending July 31, 2024. (100% Bay Area Quality Management District, no County match)

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

C. 49 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the U.S. Department of Health and Human Services, Health Resources & Services Administration, to pay the County an amount not to exceed \$62,868 for Ryan White, Part C, HIV Early Intervention Services in West Contra Costa County for the period May 1, 2022 through April 30, 2023. (No County match)

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

C. 50 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with the City of San Pablo, to pay the County an amount not to exceed \$30,500 to provide congregate meal services for the County's Senior Nutrition Program for the period July 1, 2022 through June 30, 2023, including a three-month automatic extension through September 30, 2023. (No County match)

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

C. 51 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an interagency agreement with Antioch Unified School District, to pay the County in an amount not to exceed \$330,000 to provide mental health services to students referred to the District's HOPE program for the period July 1, 2022 through June 30, 2023. (No County match)

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

C. 52 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Department of Public Health, Tuberculosis Control Branch, to pay the County an amount not to exceed \$316,958 for prevention and tuberculosis control services for the period from July 1, 2022 through June 30, 2023, and AUTHORIZE the Purchasing Agent to issue payments up to \$18,065 of the contract amount, to be used for food and gas gift cards, transportation vouchers, nutritional assistance, and rent subsidies. (No County match)

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

C. 53 ADOPT Resolution No. 2022/248 authorizing the Sheriff-Coroner, Undersheriff, or Commander Management Services, to apply for and accept the U.S. Department of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$347,033 to reduce the number of backlogged DNA tests in the Sheriff's Criminalistics Laboratory for the period of October 1, 2022, through the end of the grant period. (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. 54 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Mental Health Services Authority, in an amount not to exceed \$339,260 to provide fiscal intermediary services to fund an education Loan Repayment Program to recruit and retain hard-to-fill positions in the public behavioral health system for the period from July 1, 2020 through June 30, 2025. (100% Mental Health Services Act)

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

C. 55 APPROVE and AUTHORIZE the Chief Probation Officer, or designee, to execute a contract with Lao Family Community Development, in the amount not to exceed \$4,049,574 for a three (3) year period of July 1, 2022 through June 30, 2025, to provide evidence-based reentry housing programming. (100% AB109 Realignment Funds)

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

C. 56 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Procure America, Inc., in an amount not to exceed \$349,685 to provide consultation and technical assistance to the Health Services Department's Chief Financial Officer with regard to cost savings for utility and telecommunication services for the period July 1, 2022 through May 31, 2025. (100% Hospital Enterprise Fund I)

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

C. 57 AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract with Drake Construction, LLC, in the amount of \$425,000 for the Deputy Workstation Replacement Project at the Martinez Detention Facility and West County Detention Facility, Martinez and Richmond areas. (100% California Board of State and Community Corrections Grant 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. 58 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Maxim Healthcare Staffing Services, Inc., in an amount not to exceed \$2,000,000 to provide temporary medical staffing services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 59 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents and take related actions to issue a \$2,000,000 HOME Investment Partnership Program loan and a \$200,000 Housing Opportunities for Persons with AIDS loan to Galindo L.P., a California limited partnership, for the construction of Galindo Terrace, a 62-unit multi-family affordable rental housing development in Concord. (100% Federal funds)

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

C. 60 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Lisa Wang, M.D., effective September 1, 2022, to increase the payment limit by \$18,850 to a new payment limit of \$249,480 to provide additional mental health services in West Contra Costa County, through June 30, 2023. (100% Mental Health Realignment)

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

C. 61 APPROVE and AUTHORIZE the Contra Costa County Office of the Sheriff, or designee, to execute a contract with West Advanced Technologies, Inc. (WATI) in amount not to exceed \$420,516 to migrate the Automated Regional Information Exchange System from an on-premise infrastructure to a cloud-based infrastructure for the period of June 1, 2022 through March 31, 2023. (100% Federal)

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

C. 62 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Ambient Air, Inc., to increase the payment limit by \$300,000 to a new payment limit of \$600,000 with no change to the term of October 1, 2020 through July 31, 2023, for the purchase or repair of additional heating and air conditioning equipment. (100% State and Federal Weatherization funds)

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

C. 63 RATIFY payments made to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services in the amount of \$2,240,716, and Nelson Family of Companies in the amount of \$156,305 for temporary employment services provided to County agencies, departments, and offices during the period December 1, 2020 through June 30, 2022. (100% User Fees)

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

C. 64 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with YWCA Contra Costa/Sacramento, in an amount not to exceed \$250,000 to provide mental health services to recipients of the CalWORKs Program and their children, including individual, group and family collateral counseling, case management, and medication management services to reduce barriers to employment for the period July 1, 2022 through June 30, 2023. (100% Substance Abuse Mental Health Works)

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

C. 65 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shadelands Advanced Endoscopy Institute, Inc., in an amount not to exceed \$450,000 to provide outpatient ambulatory surgery services to Contra Costa Health Plan members for the period July 1, 2022 through June 30, 2025. (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. 66 APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute a contract with the Town of Danville for the County to acquire K-9 Asset "Loizo" for an amount of \$13,718. (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. 67 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Men and Women of Purpose in an amount not to exceed \$324,996 for the provision of services to adults transitioning from incarceration for the period July 1, 2022 through June 30, 2023. (100% AB 109 Public Safety Realignment)

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

C. 68 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with University of California San Francisco (dba UCSF Medical Center), in an amount not to exceed \$2,000 to provide outside laboratory testing services for Contra Costa Regional Medical Center and Contra Costa Health Centers for the period July 1, 2022 through July 31, 2022. (100% Hospital Enterprise Fund I)

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

C. 69 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Rodney Jon Chan, DPM, in an amount not to exceed \$575,000 to provide podiatry services at Contra Costa Regional Medical Center and health centers for the period August 1, 2022 through July 31, 2025. (100% Hospital Enterprise Fund I)

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

C. 70 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with TriTech Software Systems to extend the term of the contract to a new expiration date of September 30, 2022, for the continuation of services to upgrade the crime reporting system to comply with State and Federal mandates. (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. 71 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Edward Lau, M.D., in an amount not to exceed \$351,437 to provide outpatient psychiatric care services to mentally ill adults in East Contra Costa County for the period from September 1, 2022 through August 31, 2023. (50% Federal Medi-Cal; 50% Mental Health Realignment).

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

C. 72 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development, in an amount not to exceed \$822,098 to provide social need resource linkage, prison and jail reentry support services, health education and community outreach services to patients and residents of Contra Costa County for the period July 1, 2022 through June 30, 2023. (25% Medi-Cal Administration Activities; 75% Health Services Ambulatory Care).

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

C. 73 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with McKinley Equipment Corporation in an amount not to exceed \$500,000 to provide on-call overhead door maintenance and repair services at various County buildings, for the period August 1, 2022 through July 31, 2025, Countywide. (100% General Fund)

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

C. 74 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with PlayCore Wisconsin, Inc. (dba GameTime), to extend the term through November 30, 2022, to provide on-call playground equipment repair and replacement services, with no change to the payment limit of \$1,200,000, Countywide. (No fiscal impact)

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

C. 75 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Planned Parenthood: Shasta-Diablo, Inc., in an amount not to exceed \$1,325,688 to provide prenatal services for Contra Costa Regional Medical Center and Health Center patients for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 76 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with LifeLong Medical Care, in an amount not to exceed \$800,000 to provide COVID-19 testing and vaccination support services in underserved areas of the county for the period July 1, 2022 through June 30, 2023. (100% American Rescue Plan Act funds)

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

C. 77 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Maxim Healthcare Staffing Services, Inc., in an amount not to exceed \$2,000,000 to provide temporary medical staffing services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 78 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cross Country Staffing, Inc., in an amount not to exceed \$5,500,000 to provide temporary medical and specialty staffing services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 79 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with SHC Services, Inc. (dba Supplemental Health Care), in an amount not to exceed \$2,000,000 to provide temporary medical staffing services at Contra Costa Regional Medical Center, Health Centers and County Detention Facilities for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 80 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with All Health Services, Corporation, in an amount not to exceed \$1,600,000 to provide temporary medical staffing services at the Contra Costa Regional Medical Center, Health Centers, and Detention Facilities for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 81 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Consumer Self-Help Center, in an amount not to exceed \$274,200 to provide a Patients' Rights Program for the period July 1, 2022 through June 30, 2023. (100% Mental Health Realignment)

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

C. 82 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Covelo Group, Inc., in an amount not to exceed \$900,000 to provide temporary medical staff at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2022 through December 31, 2023. (100% Hospital Enterprise Fund I)

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

C. 83 APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to purchase transportation and grocery vouchers totaling an amount not to exceed \$17,000 for low-income clients living with HIV or AIDS and served by the HIV/AIDS and STD Program for the period from July 1, 2022 through March 31, 2023. (100% Health Resources and Services Administration Grant funds (HRSA))

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

C. 84 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a Purchase Order with Tach Tech, and execute support terms and subscription agreement in an amount not to exceed \$534,803.20 to purchase hardware, subscription and support for hardware for the period August 1, 2022 through July 31, 2025. (100% Hospital Enterprise Fund I)

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

C. 85 APPROVE and AUTHORIZE Health Services Director, or designee, to execute a contract with SHC Services, Inc. (dba Supplemental Health Care), in the amount of \$2,000,000 to provide temporary medical staffing services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 86 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$408,952 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention program to help formally homeless families for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$204,476. (100% Mental Health Services Act)

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

C. 87 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of El Cerrito for its Fire Department, in an amount not to exceed \$231,426 to provide funding for first responder fire paramedic services within the City of El Cerrito and the Kensington Fire Protection District for the period July 1, 2022 through June 30, 2025. (100% Measure H 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. 88 APPROVE and AUTHORIZE the Purchasing Agent, on behalf the Chief Information Officer, Department of Information Technology, to execute a purchase order amendment to PO #023439 with Thermo Bond Buildings, LLC to increase the payment limit of \$355,000 by \$45,000 to a new payment limit of \$400,000 for the purchase of a concrete equipment shelter for the Carquinez Tower Project. (100% General Fund Capital Reserves)

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

C. 89 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Pinole for its Fire Department, in an amount not to exceed \$140,739 to provide pre-hospital emergency medical first responder services within the City of Pinole for the period from July 1, 2022 through June 30, 2025. (100% Measure H 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. 90 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Rodeo-Hercules Fire Protection District, in an amount not to exceed \$268,524 to fund first responder fire paramedic services by the Rodeo-Hercules Fire Protection District within the City of Hercules and the unincorporated area of Rodeo for the period July 1, 2022 through June 30, 2025. (100% Measure H funds)

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

C. 91 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Crockett-Carquinez Fire Protection District, in an amount not to exceed \$19,434 to provide First Responder Emergency Medical services for the period July 1, 2022 through June 30, 2025. (100% Measure H 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. 92 APPROVE and AUTHORIZE the Health Services Director or designee, to execute a contract with the City of Richmond on behalf of its Fire Department, in an amount not to exceed \$688,386 to provide pre-hospital emergency medical first responder services within the City of Richmond for the period July 1, 2022 through June 30, 2025. (100% Measure H 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. 93 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mental Health Management I, Inc. (dba Canyon Manor), in an amount not to exceed \$267,234 to provide mental health subacute care and treatment services for adults for the period July 1, 2022 through June 30, 2023. (100% Mental Health Realignment)

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

C. 94 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, 2022 through June 30, 2023. (100% Center for Disease Control)

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

C. 95 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Enlight Consulting Co., in an amount not to exceed \$3,000,000 to provide primary care physician services for Contra Costa Health Plan members and county recipients for the period August 1, 2022 through July 31, 2025. (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. 96 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Louis A, Enrique, M.D., in an amount not to exceed \$300,000 to provide primary care physician services for Contra Costa Health Plan members and County recipients for the period August 1, 2022 through July 31, 2025. (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. 97 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica De La Raza, Inc., in an amount not to exceed \$660,930 to provide COVID-19 outreach services, mobile testing and vaccine administration for vulnerable residents in Contra Costa County for the period July 1, 2022 through June 30, 2023. (100% American Rescue Plan Act funds)

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

C. 98 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Locumtenens.com, LLC, in an amount not to exceed \$600,000 to provide temporary physician services at Contra Costa Regional Medical Center and Health Centers, for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

C. 99 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Michael Levin, M.D, effective June 1, 2022, to increase the payment limit by \$25,000 to a new payment limit of \$310,496 for additional services with no change in the term January 1, 2022 through December 31, 2022. (50% Federal Medi-Cal; 50% Mental Health Realignment)

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

C.100 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Edward Lau, M.D., effective June 1, 2022, to increase the payment limit by \$25,000 to a new payment limit of \$344,388 for additional services with no change in the term September 1, 2021 through August 31, 2022. (50% Federal Medi-Cal; 50% Mental Health Realignment)

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

C.101 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Harmony Healthcare, LLC (dba Harmony Home Health), in an amount not to exceed \$1,500,000 to provide home health care services for Contra Costa Health Plan Members for the period August 1, 2022 through July 31, 2025. (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.102 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with A Step Forward Child Abuse Treatment and Training Programs, A Marriage, Family and Child Counseling Corporation, in an amount not to exceed \$472,000 to provide Medi-Cal specialty mental health services for the period July 1, 2022 through June 30, 2024. (50% Federal Medi-Cal; 50% Mental Health Realignment)

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

C.103 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Helios Healthcare, LLC, in an amount not to exceed \$473,840 to provide sub-acute skilled nursing care services for seriously mentally ill and neurobehavioral clients for the period July 1, 2022 through June 30, 2023. (100% Mental Health Realignment)

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

C.104 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a cancellation agreement with EKB Podiatry Inc., for their existing contract, effective at end of business on July 31, 2022; and to execute a new contract with EKB Podiatry Inc, in an amount not to exceed \$1,050,000 to provide podiatry services at Contra Costa Regional Medical Center and health centers for the period August 1, 2022 through July 31, 2025. (100% Hospital Enterprise Fund I)

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

C.105 APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract amendment with E-3 Systems to extend the term from July 14, 2022, to January 31, 2023 with no change in payment limit to continue providing installation and maintenance of telecommunications cabling on an as-needed basis.

RELISTED to a future date uncertain.

C.106 APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, an assignment of a legal services contract from Wendel Rosen, LLP, to Fennemore, LLP, (dba Fennemore Wendel), effective July 1, 2022, as recommended by the County Counsel. (100% Client Billings)

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

C.107 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with NAMI Contra Costa, in an amount not to exceed \$655,636 to provide a Family Volunteer Network Program to support with loved ones who have mental health issues for the period July 1, 2022 through June 30, 2023, including a six-month automatic extension through December 31, 2023 in an amount not to exceed \$327,818. (100% Mental Health Services Act)

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

C.108 APPROVE and AUTHORIZE the County Counsel, or her designee, to execute a contract with Sher Edling LLP for specialized professional services in connection with the County's claims for relief from damages that stem from actual or threatened contamination from PCBs or other contaminants, as recommended by County Counsel. (100% Contingency 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.109 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with AtHoc, increasing the payment limit by \$251,902 to an amount not to exceed \$4,806,858 and to extend the term of the contract to October 31, 2022, for the provision of proprietary software maintenance for the County's Community Warning System. (100% Fee Revenue)

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

C.110 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Genomic Health, Inc., in an amount not to exceed \$400,000 to provide outside laboratory testing services for Contra Costa Health Plan members for the period July 1, 2022 through June 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II)

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

C.111 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with God's Grace Caring Home, Inc., in an amount not to exceed \$216,000 to provide residential board and care services for Contra Costa Regional Medical Center and Health Center patients in the Patch Program, for the period July 1, 2022 through June 30, 2023. (100% Hospital Enterprise Fund I)

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

Other Actions

C.112 DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)

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

C.113 APPROVE and AUTHORIZE the County Librarian, or designee, to open the new Pleasant Hill Library at 10:30 a.m. instead of 9:00 a.m. on July 30, 2022 to accommodate a Grand Opening ceremony starting at 10:00 a.m. (No fiscal impact)

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

C.114 APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Qiagen, LLC to extend the term through June 30, 2023 with no change to the payment limit. (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.115 APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, an amendment to a purchase order with Hologic, Inc., to extend the term to January 16, 2024, with no change to the payment limit to procure laboratory testing supplies. (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.116 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an inclusionary housing agreement requiring the construction and sale of 41 affordable units and payment to the County of an in-lieu fee in the amount of \$24,200.22 for the Pantages Bay Project, a 277-unit for-sale housing development in the Discovery Bay area. (No fiscal impact)

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

C.117 ACCEPT the monetary donation report from the Animal Services Department, which describes the individual source and value of each donation or gift received by Animal Services from January 1, 2022 through March 31, 2022.

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

C.118 DECLARE and ACCEPT the results of the June 7, 2022 Primary Election; and DECLARE specified measures and/or candidates elected, as recommended by the County Clerk-Recorder and Registrar of Voters. (No fiscal impact)

Speakers: Caller 6770.

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

C.119 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with National Labs, Inc., to extend the term date to June 30, 2023 with no change in the original payment limit of \$8,910,000 for clinical laboratory services for COVID-19 tests for Contra Costa Health Services. (100% American Rescue Plan Act funds)

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

C.120 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$61,615.39 to Spin Recruitment, Inc., a corporation, for advertising services for the Health Services Department's Personnel Unit provided in good faith for the period February 1, 2022 through March 31, 2022. (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.121 AUTHORIZE the Conservation and Development Director to develop and submit to California Department of Resources Recycling and Recovery an action plan to achieve Assembly Bill 1826 compliance in unincorporated County franchised areas, as recommended by the Conservation and Development Director. (100% Solid waste collection franchise fees)

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

C.122 APPROVE clarification of Board Action (C.37) on March 1, 2022, with Diablo Nephrology Medical Group, Inc., to correct the payment limit to an amount not to exceed \$900,000 for nephrology services at Contra Costa Regional Medical Center and Contra Costa Health Centers with no change in the term. (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.123 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to enter into an Agreement with Donor Network West for the provision of organ procurement services, at no cost, for the period of May 1, 2022 through April 30, 2024. (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.124 DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)

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

GENERAL INFORMATION

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

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

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to clerkoftheboard@cob.cccounty.us.

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

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 655-2000, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

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

STANDING COMMITTEES

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

The **Family and Human Services Committee** (Supervisors John Gioia and Candace Andersen) meets on the fourth Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

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

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

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

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

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

The **Sustainability Committee** (Supervisors Federal D. Glover and John Gioia) meets on the fourth Monday of every other month at 1:00 p.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Candace Andersen and Karen Mitchoff) meets on the second Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

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

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

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

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

CAO County Administrative Officer or Office
CCCPCFD (ConFire) Contra Costa County Fire Protection District
CCHP Contra Costa Health Plan
CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCPCFD) 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
ECCPCFD 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: Deborah R. Cooper, Clerk-Recorder
Date: July 12, 2022

Subject: Presentation - Graduates of the Certified Election Observer Program

RECOMMENDATION(S):

PRESENTATION of Certificates of Completion to Graduating Members of the Inaugural Certified Election Observer Program.

FISCAL IMPACT:

None.

BACKGROUND:

In effort to increase transparency and provide greater understanding of the election process, the Clerk-Recorder-Election department implemented its inaugural Certified Election Observer program during the June 7, 2022 Gubernatorial Primary Election. Unlike typical election observers who visit to observe a particular activity, this program is aimed at providing an overall view of the entire election process from voter registration to final certification, with “behind the scenes” access and the ability to ask questions to learn about what it takes to conduct an election.

The inaugural Certified Election Observer program was a comprehensive, rigorous program that included multiple online and four in-person sessions during the election. The course curriculum included topics essential to understanding the statutory laws, procedures, and coordination required to conduct an election: election security, voter registration/list maintenance, poll worker training, in-person voting, vote by mail ballot processing, voting system testing and audits, ballot counting and adjudication, the canvass of the vote, provisional ballots, balancing and reconciliation processes, and certification of the election. Members were issued a “passport” of election activities to observe and received “passport stamps” as they completed the activities.

We recognize Shawn Gilbert, Martha Goralka, and Dhrti Molukutla for participating and becoming the graduates of the inaugural program. They will be ambassadors for the Elections Division as we continue our mission to build public trust in elections. The Elections Division will continue the program for the November 2022 Gubernatorial General Election and the 2024 Presidential elections.

CONSEQUENCE OF NEGATIVE ACTION:

We will fail to recognize these members of the community that have volunteered their time to learn about the elections process.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Tommy Gong, 925-335-7898

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: July 12, 2022

Subject: Presentation from the Contra Costa Transportation Authority

RECOMMENDATION(S):

Receive a presentation on the activities, projects and plans from the Contra Costa Transportation Authority

FISCAL IMPACT:

none

BACKGROUND:

The Contra Costa Transportation Authority (CCTA) envisions a future where all transportation systems work together for a more streamlined, safe, efficient, and convenient travel. Their plans and projects ensure that funds directly benefit our communities. CCTA is committed to outcomes-based delivery where all projects meet performance targets for reduced traffic, shortened commute times, reduced greenhouse gas emissions, and other mandates and goals.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Colleen Awad, 925-521-7100

cc:

CLERK'S ADDENDUM

Speakers: Caller 6770.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Update on COVID -19 and Monkeypox

RECOMMENDATION(S):

ACCEPT update on COVID-19 and briefing on Monkeypox, and PROVIDE direction to staff.

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: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: July 12, 2022

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

Contact: Monica Nino

By: , Deputy

cc:

CLERK'S ADDENDUM

ACCEPTED the oral report.

Speakers: Caller 6770; Gigi Crowder.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: July 12, 2022

Subject: EMERGENCY RENTAL ASSISTANCE PROGRAM UPDATE

RECOMMENDATION(S):

ACCEPT a report on the Emergency Rental Assistance Program and status of program infrastructure to support legal, housing stability, and mediation services for tenants and landlords in Contra Costa County.

FISCAL IMPACT:

No fiscal impact. This report is informational only.

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 of 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.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: July 12, 2022

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

Contact: Timothy Ewell, (925) 655-2043

By: , Deputy

cc:

BACKGROUND: (CONTD)

Contra Costa Joins State ERAP Program – “Housing is Key”

On February 9, 2021, the Board of Supervisors selected ‘Option A’ pursuant to Senate Bill 91 (Chapter 2, Statutes of 2021), allowing the State to implement the ERAP on behalf of the County for the benefit of County residents. 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 September 21, 2021, the Board selected to again opt-in to participate in the statewide rental assistance program for the ERAP 2 allocation and subsequently transferred the County ERAP 2 federal direct allocation back to the U.S. Treasury for reallocation to the State for the benefit of County residents on September 27, 2021. In addition, staff provided an update to the Board and members of the public on eviction protections that took effect beginning on October 1, 2021 through March 31, 2022, pursuant to AB 832. Much of the protections in place during this time period required active action by a tenant to maintain tenancy, including application to the ERAP program for benefits. As part of this discussion, the Board directed staff to return in October 2021 with options for funding additional tenant/landlord services using local ERAP funds.

Statewide “Housing is Key” Program Launches on March 15, 2021

On March 15, 2021, the statewide program opened to the public, including a multilingual website (housingiskey.com) and toll-free hotline. The State contracted with the Local Initiative Support Corporation (LISC) to assist with outreach for the program. The State's partnership with LISC included contracts with "Local Partner Network Organizations" (primarily local community-based organizations), to provide assistance to residents seeking rental and utility payment relief.

Contra Costa Authorizes Supplemental Outreach/Legal Assistance Services

In addition to the resources funded by the statewide program for the benefit of local residents, including in Contra Costa County, the Board of Supervisors has funded supplemental programming services to further assist residents facing housing insecurity. Over the course of the ERAP program, the Board has funded \$4.8 million to legal assistance, housing stability, outreach, mediation and additional rental assistance programs for the benefit of residents in the County. These programs, outlined below, were funded from a range of sources including the Community Development Block Grant (CDBG), Older Americans Act (OAA), the Emergency Rental Assistance Program (ERAP) and the Dispute Resolution Programs Act of 1986 (DRPA).

Contra Costa County					
Rental/Eviction Protection Activities, thru December 31, 2022		Amount	Source	End Date	
Legal Assistance/Referral Clinics	Centro Legal De La Raza	\$ 540,000	CDBG	12/31/2022	
	Contra Costa Legal Services	\$ 149,160	OAA	6/30/2022	
	Shelter Inc. - Courthouse Clinics	\$ 70,000	ERAP	12/31/2022	
	Congress of Neutrals - Attorney of the Day	\$ 30,000	ERAP	12/31/2022	
Housing Stability/Counseling	Bay Area Legal Aid	\$ 75,000	ERAP	12/31/2021	
	ECHO Housing	\$ 60,000	CDBG	12/31/2022	
Outreach	Richmond Community Foundation	\$ 389,000	ERAP	12/31/2021	
	Contra Costa Crisis Center (211)	\$ 50,000	ERAP	9/30/2021	
	Contra Costa Crisis Center (211)	\$ 80,000	ERAP	11/30/2022	
Mediation	Congress of Neutrals	\$ 115,000	DRPA	6/30/2022	
	Congress of Neutrals	\$ 50,000	ERAP	9/30/2022	
Rental Assistance	Shelter Inc.	\$ 3,200,000	CDBG	Until Spent	
Total		\$ 4,808,160			

Note that the table above includes all programs funded, some of which have concluded and some of which remain ongoing as denoted in the “End Date” column. A table with active programs with contact information is included later in this report.

Conclusion of the “Housing is Key” Program on March 31, 2022

On March 31, 2022, the Housing is Key program concluded and ceased to accept new applications from residents. This was following significant demand for rental relief statewide resulting in the full obligation of federal ERAP funds and after the State had pursued more funding from the U.S. Treasury for California residents. The State was successful in receiving an additional \$200 million from the U.S. Treasury, but more funding would be necessary to fund all eligible requests for relief.

In recognition of the demand for rental relief exceeding federal ERAP funding allocations, the Legislature passed and the Governor signed Senate Bill 115 (Skinner), which provided a backstop of State General Fund resources to ensure payment of benefits to qualified households. Senate Bill 115 also put in place the process to close down the ERAP program by designating March 31, 2022 as the final date

for residents to apply for relief. Subsequently, Assembly Bill 2179 (Grayson) provided for eviction protections to those who had filed for rent relief by March 31st to be extended for an additional three months, through June 30, 2022. No protections for rental debt incurred from April 1, 2022 forward were put in place at that time.

Contra Costa County ERAP Performance

As of July 5, 2022, 16,151 Contra Costa households have received \$199,809,752 in rental and utility relief assistance since March 2021. It is important to note that this reflects approximately **\$53 million more than the County’s initial federal ERAP allocations**, due in large part to the State’s advocacy for reallocation of additional federal ERAP revenue and the passage of Senate Bill 115 (Skinner). The average benefit per household is \$12,371. Currently, the State is completing review of approximately 400 remaining Contra Costa applications.

Current Tenant/Landlord Resources

In anticipation of the final state eviction moratorium and ERAP program concluding, the Board has funded legal assistance, housing stability, outreach, mediation and additional rental assistance programs at least through December 31, 2022.

Contra Costa County Rental/Eviction Protection Activities, thru December 31, 2022				
		Phone	Website	End Date
Legal Assistance/Referral Clinics	Centro Legal De La Raza	(510) 738 3906	https://www.centrolegal.org/	12/31/2022
	Shelter Inc. - Courthouse Clinics	(925) 335 0698	https://shelterinc.org/what-we-do/contra-costa/	12/31/2022
	Congress of Neutrals - Attorney of the Day	(925) 937 3008	https://www.congressofneutrals.org/	12/31/2022
Housing Stability/Counseling	ECHO Housing	(855) ASK ECHO	https://www.chofairhousing.org/tenantlandlord-services.html	12/31/2022
Service Navigation/Referrals	Contra Costa Crisis Center (211)	2 1 1	https://www.crisis-center.org/	11/30/2022
Landlord/Tenant Mediation	Congress of Neutrals	(925) 937 3008	https://www.congressofneutrals.org/	9/30/2022
Rental Assistance	Shelter Inc.	(925) 335 0698	https://shelterinc.org/get-help/covid-19/	Until Spent

In addition, during the May 2022 budget adoption, the Board directed staff to return to the Finance Committee to discuss future funding sources for the continued provision of tenant/landlord services, including legal assistance and housing counseling. That report is scheduled for October 2022, in advance of the December 31, 2022 end date for many of the programs identified above.

CONSEQUENCE OF NEGATIVE ACTION:

The report will not be formally accepted by the Board.

CLERK’S ADDENDUM

Speakers: Robin Lepay, Alliance of Californians for Community Empowerment (ACCE); Judith Ortiz, Executive Director, Monument Impact; Oscar reads letter from Adolfo Ruiz; Reverend Millie Phillips; Donna on behalf of Alejandra Plaza; Alex Worth, East Bay Housing Organizations (ECHO); Wilma Navarette; Raul Vasquez, ACCE; Edith, ACCE; Devon Williams, ACCE; Guadalupe Tolento, Concord; Gigi Crowder; Adam Poe, Bay Legal Aid; Patricia Aguilar, ACCE; Kristi. Written commentary received from: Cubanelsa; Adolfo Ruiz, Concord;

ACCEPTED the report and DIRECTED the County Administrators Office to work with stakeholders, which includes landlords, housing advocates and existing relationships that we have with community organizations, and identify if there is a need for immediate further support in court legal representation and what scale and what period of time, to return to the Board on August 16, 2022.

AGENDA ATTACHMENTS

PowerPoint Presentation

MINUTES ATTACHMENTS

Correspondence Received

Emergency Rental Assistance Program Update

County Administrator's Office

July 12, 2022





Contra Costa ERAP Performance



CALIFORNIA COVID-19 RENT RELIEF PROGRAM

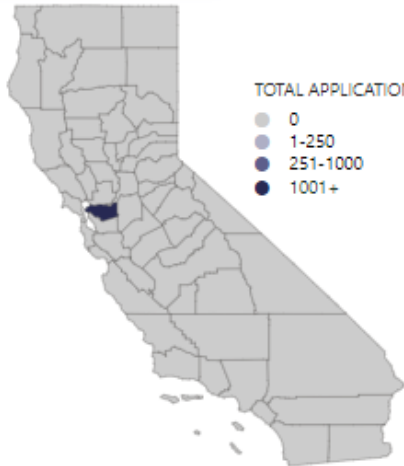
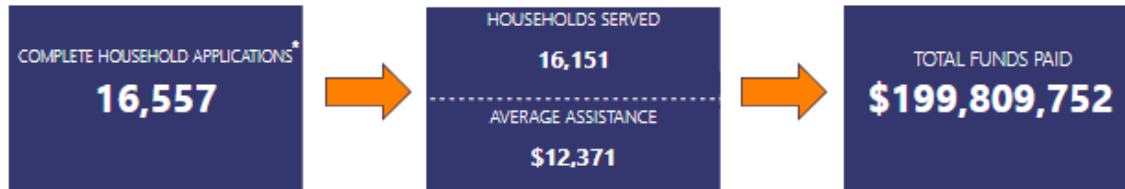
LAST DATA REFRESH

July 5, 2022

This dashboard does NOT include data for jurisdictions that are not participating in the State program.

COUNTY
 Contra Costa

CITY
 All



RACE	
American Indian or Alaska Native	1.19%
Asian	6.01%
Black or African American	34.62%
Native Hawaiian or Other Pacific Islander	1.69%
Other Multi-Racial	14.90%
Refuse to Answer	12.12%
White	29.47%

ETHNICITY	
Hispanic or Latino	22.75%
Non-Hispanic or Latino	65.72%
Refuse to Answer	11.53%

AGE GROUP	
21-30	17.34%
31-40	31.07%
41-50	21.79%
51-60	16.34%
61-70	8.23%
71-80	2.34%
Not Reported	2.89%

GENDER	
Female	59.01%
Male	40.99%

INCOME**	
<= 30% AMI	63.04%
>30%-50% AMI	23.08%
>50%-60% AMI	6.53%
>60%-80% AMI	7.35%



Contra Costa Landlord/Tenant Services Available

Contra Costa County				
Rental/Eviction Protection Activities, thru December 31, 2022		Phone	Website	End Date
Legal Assistance/Referral Clinics	Centro Legal De La Raza	(510) 738-3906	https://www.centrolegal.org/	12/31/2022
	Shelter Inc. - Courthouse Clinics	(925) 335-0698	https://shelterinc.org/what-we-do/contra-costa/	12/31/2022
	Congress of Neutrals - Attorney of the Day	(925) 937-3008	https://www.congressofneutrals.org/	12/31/2022
Housing Stability/Counseling	ECHO Housing	(855) ASK-ECHO	https://www.echofairhousing.org/tenantlandlord-services.html	12/31/2022
Service Navigation/Referrals	Contra Costa Crisis Center (211)	2-1-1	https://www.crisis-center.org/	11/30/2022
Landlord/Tenant Mediation	Congress of Neutrals	(925) 937-3008	https://www.congressofneutrals.org/	9/30/2022
Rental Assistance	Shelter Inc.	(925) 335-0698	https://shelterinc.org/get-help/covid-19/	Until Spent



Questions

WE ARE HERE FOR YOU

FOOD & ESSENTIALS
HEALTH CARE & SELF CARE
EDUCATION & CHILD CARE
HOUSING & FINANCIAL
IMMIGRANT RESOURCES
INTERNET & PHONE
SENIOR RESOURCES
CENSUS INFORMATION
PREGNANT, BABY,
& CHILD RESOURCES

CALL 2-1-1

- ALL CALLS ARE FREE & CONFIDENTIAL
- 24 HOURS A DAY, 7 DAYS A WEEK
- MULTIPLE LANGUAGES AVAILABLE



ESTAMOS AQUÍ PARA USTED

ALIMENTOS Y NECESIDADES
ESENCIALES
CUIDADO DE LA SALUD
Y CUIDADO PERSONAL
EDUCACIÓN Y CUIDADO DE NIÑOS
VIVIENDA Y AYUDA FINANCIERA
RECURSOS PARA INMIGRANTES
INTERNET Y TELÉFONO
RECURSOS PARA MAYORES DE EDAD
INFORMACIÓN DEL CENSO
RECURSOS PARA EMBARAZADAS,
BEBÉS, Y NIÑOS

LLAME AL 2-1-1

- TODAS LAS LLAMADAS SON GRATUITAS Y CONFIDENCIALES
- 24 HORAS AL DÍA, 7 DÍAS A LA SEMANA
- MÚLTIPLES IDIOMAS DISPONIBLES



From: cubanelsa@
Sent: Monday, July 11, 2022 7:48 PM
To: John_Gioia; Candace Andersen; Diane Burgis; Karen HP neighbor Kidwell; Federal Glover
Cc: Clerk of the Board
Subject: Item D-3

Heartless corporate landlords have more of an incentive to get rid of tenants than to get rid of cockroaches and rats. Vermin and faulty plumbing actually help corporate landlords to get rid of low rent paying tenants. Make a place unlivable and even tenants who have paid their rent on time for years will self-evict. Once those tenants are gone, make repairs and a few cosmetic improvements and you can double the rent.

Where did the original tenants go? Nowhere. Market wages do not match market rents. And now, after being laid off for two years, people are lucky to get hired back to their old jobs even with reduced hours. The County has not done enough. Spending more money to pay people to answer the phone and direct desperate renters to underfunded programs is cruel. ERAP and Measure X tax monies are intended to help your constituents. It is a cruel joke to force renters to go to court unaided while heartless landlords show up with \$350 per hour Real Estate lawyers. Use the \$200,000 left of the ERAP monies to keep people housed by providing effective legal representation. If you refuse then you are violently inflicting homelessness on TEN THOUSAND O F YOUR CONSTITUENTS. Homelessness is expensive for people forced to live on the street and for the affected businesses and neighborhoods impacted and for every level of government that has to attempt to heal the wounds. In 2022, we need Miranda Rights for renters.

From: Adolfo Ruiz <[redacted]@com>
Sent: Monday, July 11, 2022 8:04 PM
To: John Gioia; Candace Andersen; Diane Burgis; Karen Mitchoff; Federal Glover; Kristi@workingeastbay.org; Clerk of the Board
Subject: Evict and No help. No real help.

Dear Supervisors

My name is Adolfo Ruiz, I live in Contra Costa in Concord on Detroit Ave. I am now being evicted. I work for Lyft, but my car window got smashed in in April and I lost days of work while the car got repaired. This is my main source of income. This made me fall behind in rent in May. I did catch up with rent for June, but I was a month behind. When I tried to pay the rent in July, the manager wouldn't accept my check and alleged that I owed more than I did. They have been quite aggressive and unwilling to negotiate. They are not even willing to make money. They are discriminatory.

I was at the courthouse on Friday looking for legal help to file my answer. I went to several places to ask, going from building to building and no one knew how to give information. Finally, I was directed to the courthouse library. I spoke to a lady who kindly listened to me but told me that she could not help me with what I needed and told me to call another number. I only have five days to respond to this eviction and I can't keep taking days off and losing more money.

What I really need is legal help. But there is really no one to give legal advice there at the court. I think the county should help low-income tenants like me who are still struggling and even trying to pay back the rent. There are people like me who need legal help before they join the very long list of homeless people in California.

The condo where I live has lots and lots of money and lawyers. I have no one and no money. I just work to survive.

From: KarenKidwell
Sent: Tuesday, July 12, 2022 9:06 AM
To: John Gioia; Candace Andersen; Diane Burgis; Karen Mitchoff; Federal Glover
Cc: Clerk of the Board
Subject: today's meeting and staff report re Emergency Rental Assistance Program

Dear Supervisors,

*I live in Contra Costa and am concerned about evictions being on the rise now that the County and State protections have ended. I personally know of tenants who have been wrongly evicted with no where to turn for help. I know the county worked hard to make sure residents applied for the State's Emergency Rental Assistance Program in order to stabilize housing and prevent waves of evictions. Yet 30% of the cases were denied, even though many were income eligible. **Many residents desperately need some legal intervention and advocacy.***

*I also believe tenants deserve due process when they are facing an eviction in court. Yet, since May, observers found that only 13% of tenants are represented, while 87% of landlords had attorneys. This is unfair and unjust. I believe the County should prioritize investing in legal aid for low-income tenants. **I urge the Board to immediately allocate unspent ERAP 2 monies in tenant legal aid and use it to fund on-site legal clinics at the courthouse.** The ERAP funds are intended to be used for communities experiencing hardship in the aftermath of the pandemic. If invested in this way, it could prevent wrongful or unjust evictions and keep more people from losing their homes and ending up on the streets. Thank you for your consideration of this urgent matter.*
Karen Kidwell

From: william goodwin <>
Sent: Tuesday, July 12, 2022 10:28 AM
To: Clerk of the Board
Cc: John Gioia; Candace Andersen; Karen Mitchoff; Federal Glover; Diane Burgis
Subject: Agenda - Item D#3, EMERGENCY RENTAL ASSISTANCE PROGRAM UPDATE

Dear Board of Supervisors,

I live in Contra Costa County, and I am concerned about evictions being on the rise; especially now that the County and State protections have ended. I know the county worked hard, reaching out to residents, to make sure residents applied for the State's Emergency Rental Assistance Program. We needed that hard work in order to stabilize housing and prevent waves of evictions. Yet 30% of the cases were denied, even though **many were income eligible**. Many residents still desperately need some legal intervention and advocacy.

Tenants deserve due process when they are facing an eviction in court. Yet, since May, observers found that only 13% of tenants are represented, while 87% of landlords had attorneys. This is unfair and unjust. I believe the County should prioritize investing in legal aid for low-income tenants. **I urge the Board to immediately allocate unspent ERAP 2 monies in tenant legal aid and use it to fund on-site legal clinics at the courthouse.** The ERAP funds are intended to be used for communities experiencing hardship in the aftermath of the pandemic. If invested in this way, it could prevent wrongful or unjust evictions and keep more people from losing their homes and ending up on the streets.

Thank You.

William Goodwin
Member | Board of Directors- East Bay Housing Organizations
Member | Board of Directors- Monument Impact
Resident Empowerment Program Leader- Hope Solutions



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Resolution of Formation of Community Facilities District 2022-1 (Contra Costa Centre Area-Park Maintenance)

RECOMMENDATION(S):

As the Board of Supervisors:

1. OPEN public hearing on the formation of a community facilities district and the levy of a special tax to fund the costs related to the maintenance of parks and trail infrastructure benefiting the Contra Costa Centre area and the Del Hombre Apartments Project.
2. ADOPT Resolution No. 2022/243, a Resolution of Formation to establish Contra Costa County Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (“CFD No. 2022-1”) and designating a future annexation area.
3. ADOPT Resolution No. 2022/244, calling for a special election to levy a special tax within the boundaries of CFD No. 2022-1.
4. CONDUCT special election, open ballot, and announce results.
5. ADOPT Resolution No. 2022/245, declaring the results of the special election and directing recording of the notice of special tax lien for CFD No. 2022-1.
6. INTRODUCE Ordinance No. 2022-24, authorizing the levy of a special tax within CFD No. 2022-1; WAIVE reading; and FIX August 2, 2022 for adoption.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Jocelyn LaRocque (925) 313-2315

By: June McHuen, Deputy

FISCAL IMPACT:

Consultant costs required to establish the Community Facilities District are paid by the involved developer, and all costs of administering the District would be covered by the voter approved special tax.

BACKGROUND:

Mello-Roos Community Facilities Districts are a mechanism to finance infrastructure and services for approved development projects. A voter approved special tax may be used to pay for eligible services, or to pay debt service on tax-exempt bonds issued by the District. The County has adopted a Debt Management Policy (adopted December 7, 2006 and last amended on March 22, 2022) which incorporates policies for Community Facilities Districts.

The Hanover Company (the "Developer") has secured County land use approvals to develop an apartment project in the Contra Costa Centre area (County Files GP18-0002, RZ18-3245, MS19-0010, DP18-3031). The approved project is a 6 story, 284-unit apartment project on an approximate 2.4-acre parcel at 3050 Del Hombro Lane, Walnut Creek. The project was approved by the Board of Supervisors on August 11, 2020.

Condition of Approval #76 for the apartment project includes an obligation of the Developer to work with the County to form a Community Facilities District to provide annual revenue for the maintenance of parks and trails in the Contra Costa Centre Area, particularly the linear park known as Walden Green. The recommended action is the first step in establishing a Community Facilities District that would establish a Mello-Roos Special Tax to be paid by the Developer/Owner annually for park maintenance services. The tax for services would be an annual special tax to cover the costs of maintaining Walden Green. The special tax would initially be set at a rate of \$143.33/residential unit, and would be indexed for inflation, and would be permanent. It has been determined that the best vehicle for generating the service tax is through a Mello-Roos Community Facilities District proceeding. Expenditures to be covered by the Special Tax may include payment of staff expenses (including salary, benefits, and overhead), and expenses related to the administration and collection of the special tax. The proposed Community Facilities District (Contra Costa Centre Area – Park Maintenance) has been established to allow the annexation of additional properties if desired by the property owner(s). The proposed boundary of CFD 2022-1 and a proposed annexation area for CFD 2022-1 is depicted on Attachment A.

On May 24, 2022 the Board of Supervisors adopted a Resolution of Intention relating to the establishment of a Community Facilities District (Contra Costa Centre Area – Park Maintenance) with the adoption of Resolution 2022/173. The proceedings of May 24, 2022 expressly ordered the preparation of a written Community Facilities District Report which would contain a) a brief description of the services eligible to be funded by the Community Facilities District; and b) an estimate of the fair and reasonable cost of providing the services, including County administrative costs. The Community Facilities District Report included as Attachment B fulfills the requirement.

This Board of Supervisors meeting of July 12, 2022 is the second meeting of the Board to consider formation of the Community Facilities District (Contra Costa Centre Area – Park Maintenance). The initial action of the Board at this meeting is to conduct the public hearing to inquire into the formation of the District, the services eligible to be funded, the levy of special taxes in the District, and the possible future annexation of territory into the District. Once the public hearing has been conducted the Board may consider adoption of Resolution No. 2022/243, a Resolution of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance). This Resolution of Formation determines that the proposed special tax has not been precluded by majority protest, that the proceedings have been undertaken in conformance with California Law, names the District, approves the District boundaries, specifies the type of services eligible for funding by the District, and establishes an appropriations limit for the District. The next action of the Board is to call for a special election in the District. It does so by adoption of Resolution No. 2022/244, a Resolution Calling for Special Election Within Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance). Because the proposed District does not contain any registered voters, the landowner is the voter. The Hanover Company is the landowner and will cast the sole vote. The Developer will pay the Special Tax approved. Because this is a landowner vote, the Ballot will be available to be opened and the results announced on July 12, 2022. Assuming an affirmative vote by the landowner the Board would then adopt Resolution No. 2002/245, a Resolution Declaring Results of Special Election and Directing Recording of the Notice of Special Tax Lien. The Board also conducts a first reading of Ordinance No. 2022-24 entitled "Ordinance Levying Special Taxes within the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre area – Park Maintenance). The Ordinance authorizes the levy of the Special Taxes, directs the Auditor-Controller and the Public Works Director to annually prepare the special tax levy, and to administer the collection of the special tax. At the August 2, 2022 meeting the Board of Supervisors would conduct a second reading of the Ordinance and adopt it. Because the special tax has been approved by the voter in conformance with the Government Code the requirements of Proposition 218 are satisfied. The August 2, 2022 meeting will conclude the public proceedings related to establishment of the District.

The recommended actions conform to the requirements of the Mello-Roos Community Facilities Act of 1982, as amended (Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311 of the California Government Code)

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended action would result in the developer of the Del Hombro Apartments not fully complying with Conditions of Approval imposed by the County.

AGENDA ATTACHMENTS

Resolution No. 2022/243

Attachment A - CFD 2022-1 Boundary Map and Future Annexation Area

Attachment B - CFD Report (Signed)

Attachment C - Resolution No. 2022/244 Calling Special Election

Attachment D - Resolution No. 2022/245 Declaring Results

Attachment E - Ordinance No. 2022-24

MINUTES ATTACHMENTS

Signed Resolution No. 2022/243

Signed Resolution No. 2022/244

Signed Resolution No. 2022/245

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

Adopted this Resolution on 07/12/2022 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. 2022/243

IN THE MATTER OF: Resolution of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance), and Authorizing the Levy of a Special Tax Within the CFD

WHEREAS, on May 24, 2022, this Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) adopted Resolution No. 2022/173 (the “Resolution of Intention”) stating its intention to form the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the “Law”); and

WHEREAS, the Resolution of Intention, incorporating by reference a map of the proposed boundaries of the CFD and describing the services eligible to be funded by the CFD (the “Services”), the cost of providing the Services, and the rate and method of apportionment of the special tax to be levied within the CFD to pay costs of the Services (the “Rate and Method”), and the possible future annexation of territory to the CFD, is on file with the Clerk of the Board and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention called for a public hearing on the CFD and the possible future annexation of territory to the CFD to be held on July 12, 2022; and

WHEREAS, on this date this Board held the public hearing as required by the Law and the Resolution of Intention relative to the proposed formation of the CFD and the possible future annexation of territory to the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services eligible to be funded by the CFD, the levy of the special tax and the possible future annexation of territory to the CFD were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this Board on the matters before it, including a report by the Director of Public Works of the County as to the Services eligible to be funded by the CFD and possible future annexation area, and the costs thereof, a copy of which is on file with the Clerk of the Board, and this Board at the conclusion of the hearing was fully advised regarding the CFD; and

WHEREAS, written protests with respect to the formation of the CFD and/or the furnishing of specified types of Services as described in the Report have not been filed with the Clerk of the Board by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for costs of the Services, as such Services are described in Exhibit A to the Resolution of Intention, has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax; and

WHEREAS, no written protests with respect to the possible future annexation of territory to the CFD have been filed with the Clerk of the Board.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Law.

Section 3. All prior proceedings taken by this Board in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Law. This Board has heretofore adopted Financing Policies for Community Facilities Districts, and this Board hereby finds and determines that the CFD is in conformity with said goals and policies, except as expressly waived pursuant to Section 10 of the Resolution of Intention.

Section 4. The community facilities district designated “County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)” is hereby established pursuant to the Law.

Section 5. The boundaries of the CFD and of the territory proposed for annexation to the CFD, as described in the Resolution of Intention and set forth in the boundary map of the CFD recorded at 9:26 a.m. on June 3, 2022, in the County Recorder’s Office in Book 89 of Maps of Assessment and Community Facilities Districts at Pages 28 and 29 (Document No. 2022-0093596), are hereby approved, are incorporated herein by this reference and shall be the boundaries of the CFD, and the boundaries of the proposed annexation area, respectively.

Section 6. The type of services eligible to be funded by the CFD pursuant to the Law are as described in Exhibit A to the Resolution of Intention, which Exhibit is by this reference incorporated herein. This Board hereby finds that the Services are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

Section 7. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied within the CFD and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B to the Resolution of Intention, which Exhibit is by this reference incorporated herein. This Board hereby finds that the basis for the levy and apportionment of the special tax, as set forth in the Rate and Method, is reasonable.

Section 8. The Auditor-Controller of the County, 625 Court Street, Room 103, Martinez, California 94553, telephone number (925) 646-2181, is the officer of the County that will be responsible for preparing annually and whenever otherwise necessary a current roll of special tax levy obligations by assessor’s parcel number and who (working with the Deputy Director of Public Works of the County) will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Law. The Auditor-Controller is hereby authorized to engage from time to time, at the expense of the CFD, a consulting firm to assist with the foregoing.

Section 9. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the collection of the tax by the County ceases, if ever. It is hereby acknowledged that it is expected that the special tax will be levied and collected in perpetuity.

Section 10. In accordance with Section 53325.7 of the California Government Code, the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$3,000,000,000 and said appropriations limit shall be submitted to the voters of the CFD as provided below. The proposition establishing the appropriations limit shall become effective if approved by the qualified electors voting thereon. The appropriations limit shall be adjusted, without further action by this Board, in accordance with the applicable provisions of Section 53325.7 of the Law for changes in the cost of living and changes in populations, as defined by subdivisions (b) and (c) of Section 7901 of the California Government Code, except that the change in population may be estimated by this Board in the absence of an estimate by the Department of Finance of the State of California, and in accordance with Section 1 of Article XIII B of the California Constitution. For purposes of adjusting for changes in population, the population of the CFD shall be deemed to be at least one person during each calendar year.

Section 11. Pursuant to the provisions of the Law, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election,

the time, place and conditions of which election shall be as specified by a separate resolution of this Board.

Section 12. All or any portion of the territory proposed for annexation to the CFD, as described in Section 11 of the Resolution of Intention and on the map of the CFD described in Section 5 above, may be annexed to the CFD upon the unanimous approval of the owner or owners of each parcel or parcels in the specific portion of the area to be annexed, without additional hearings, as permitted by Section 53339.7(a) of the Law.

Section 13. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925) 313-2315

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Joshua Laranang- Engineering Services, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/243

IN THE MATTER OF: Resolution of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance), and Authorizing the Levy of a Special Tax Within the CFD

WHEREAS, on May 24, 2022, this Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) adopted Resolution No. 2022/173 (the “Resolution of Intention”) stating its intention to form the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”) pursuant to the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the “Law”); and

WHEREAS, the Resolution of Intention, incorporating by reference a map of the proposed boundaries of the CFD and describing the services eligible to be funded by the CFD (the “Services”), the cost of providing the Services, and the rate and method of apportionment of the special tax to be levied within the CFD to pay costs of the Services (the “Rate and Method”), and the possible future annexation of territory to the CFD, is on file with the Clerk of the Board and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention called for a public hearing on the CFD and the possible future annexation of territory to the CFD to be held on July 12, 2022; and

WHEREAS, on this date this Board held the public hearing as required by the Law and the Resolution of Intention relative to the proposed formation of the CFD and the possible future annexation of territory to the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services eligible to be funded by the CFD, the levy of the special tax and the possible future annexation of territory to the CFD were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this Board on the matters before it, including a report by the Director of Public Works of the County as to the Services eligible to be funded by the CFD and possible future annexation area, and the costs thereof, a copy of which is on file with the Clerk of the Board, and this Board at the conclusion of the hearing was fully advised regarding the CFD; and

WHEREAS, written protests with respect to the formation of the CFD and/or the furnishing of specified types of Services as described in the Report have not been filed with the Clerk of the Board by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax; and

WHEREAS, the special tax proposed to be levied in the CFD to pay for costs of the Services; as such Services are described in Exhibit A to the Resolution of Intention, has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax; and

WHEREAS, no written protests with respect to the possible future annexation of territory to the CFD have been filed with the Clerk of the Board.

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

Section 1. The foregoing recitals are true and correct.

Section 2. The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Law.

Section 3. All prior proceedings taken by this Board in connection with the establishment of the CFD and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Law. This Board has heretofore adopted Financing Policies for Community Facilities Districts, and this Board hereby finds and determines that the CFD is in conformity with said goals and policies, except as expressly waived pursuant to Section 10 of the Resolution of Intention.

Section 4. The community facilities⁵ district designated “County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)” is hereby established pursuant to the Law.

Section 5. The boundaries of the CFD and of the territory proposed for annexation to the CFD, as described in the Resolution of Intention and set forth in the boundary map of the CFD recorded at 9:26 a.m. on June 3, 2022, in the County Recorder’s Office in Book 89 of Maps of Assessment and Community Facilities Districts at Pages 28 and 29 (Document No. 2022-0093596), are hereby approved, are incorporated herein by this reference and shall be the boundaries of the CFD, and the boundaries of the proposed annexation area, respectively.

Section 6. The type of services eligible to be funded by the CFD pursuant to the Law are as described in Exhibit A to the Resolution of Intention, which Exhibit is by this reference incorporated herein. This Board hereby finds that the Services are necessary to meet increased demands placed upon local agencies as the result of development occurring in the CFD.

Section 7. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied within the CFD and collected in the same manner as ordinary ad valorem property taxes or in such other manner as this Board shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B to the Resolution of Intention, which Exhibit is by this reference incorporated herein. This Board hereby finds that the basis for the levy and apportionment of the special tax, as set forth in the Rate and Method, is reasonable.

Section 8. The Auditor-Controller of the County, 625 Court Street, Room 103, Martinez, California 94553, telephone number (925) 646-2181, is the officer of the County that will be responsible for preparing annually and whenever otherwise necessary a current roll of special tax levy obligations by assessor’s parcel number and who (working with the Deputy Director of Public Works of the County) will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Law. The Auditor-Controller is hereby authorized to engage from time to time, at the expense of the CFD, a consulting firm to assist with the foregoing.

Section 9. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the collection of the tax by the County ceases, if ever. It is hereby acknowledged that it is expected that the special tax will be levied and collected in perpetuity.

Section 10. In accordance with Section 53325.7 of the California Government Code, the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIII B of the California Constitution, of the CFD is hereby preliminarily established at \$3,000,000,000 and said appropriations limit shall be submitted to the voters of the CFD as provided below. The proposition establishing the appropriations limit shall become effective if approved by the qualified electors voting thereon. The appropriations limit shall be adjusted, without further action by this Board, in accordance with the applicable provisions of Section 53325.7 of the Law for changes in the cost of living and changes in populations, as defined by subdivisions (b) and (c) of Section 7901 of the California Government Code, except that the change in population may be estimated by this Board in the absence of an estimate by the Department of Finance of the State of California, and in accordance with Section 1 of Article XIII B of the California Constitution. For purposes of adjusting for changes in population, the population of the CFD shall be deemed to be at least one person during each calendar year.

Section 11. Pursuant to the provisions of the Law, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors of the CFD at an election,

the time, place and conditions of which election shall be as specified by a separate resolution of this Board.

Section 12. All or any portion of the territory proposed for annexation to the CFD, as described in Section 11 of the Resolution of Intention and on the map of the CFD described in Section 5 above, may be annexed to the CFD upon the unanimous approval of the owner or owners of each parcel or parcels in the specific portion of the area to be annexed, without additional hearings, as permitted by Section 53339.7(a) of the Law.

Section 13. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925) 313-2315

ATTESTED: July 12, 2022

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

By:  Jung McHuen, Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Joshua Laranang- Engineering Services, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.

PROPOSED BOUNDARY MAP COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CONTRA COSTA CENTRE AREA - PARK MAINTENANCE)

COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA THIS 25 DAY OF May, 2022.

Monica Nino

MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CONTRA COSTA CENTRE AREA - PARK MAINTENANCE), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA AT A REGULAR MEETING THEREOF HELD ON THE 24 DAY OF May 2022, BY ITS RESOLUTION NO. 2022/173.

Monica Nino

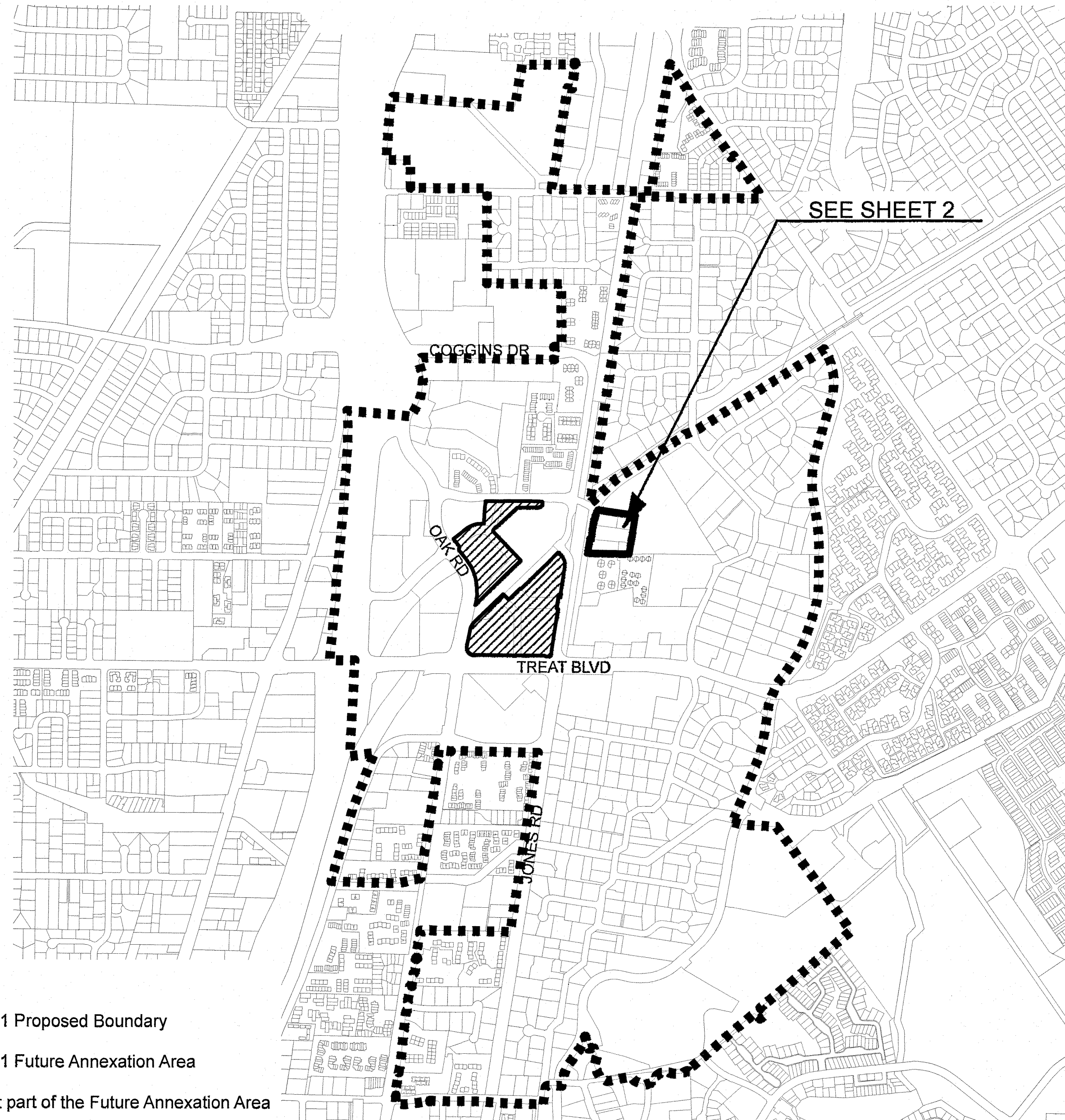
MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

FILED THIS 3rd DAY OF June, 2022, AT THE HOUR OF 9:26 A.M. IN BOOK 89 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 28-29 DOCUMENT NO. 2022-93596 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.


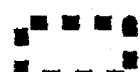

MC

DEBORAH COOPER
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

ASSESSOR'S PARCELS INITIALLY WITHIN THE BOUNDARY INCLUDE THE COUNTY OF CONTRA COSTA ASSESSOR'S PARCEL NUMBERS 148-170-001, 148-170-022, 148-170-037, 148-170-041, AND 148-170-042.



Legend

-  CFD 2022-1 Proposed Boundary
-  CFD 2022-1 Future Annexation Area
-  Parcels not part of the Future Annexation Area



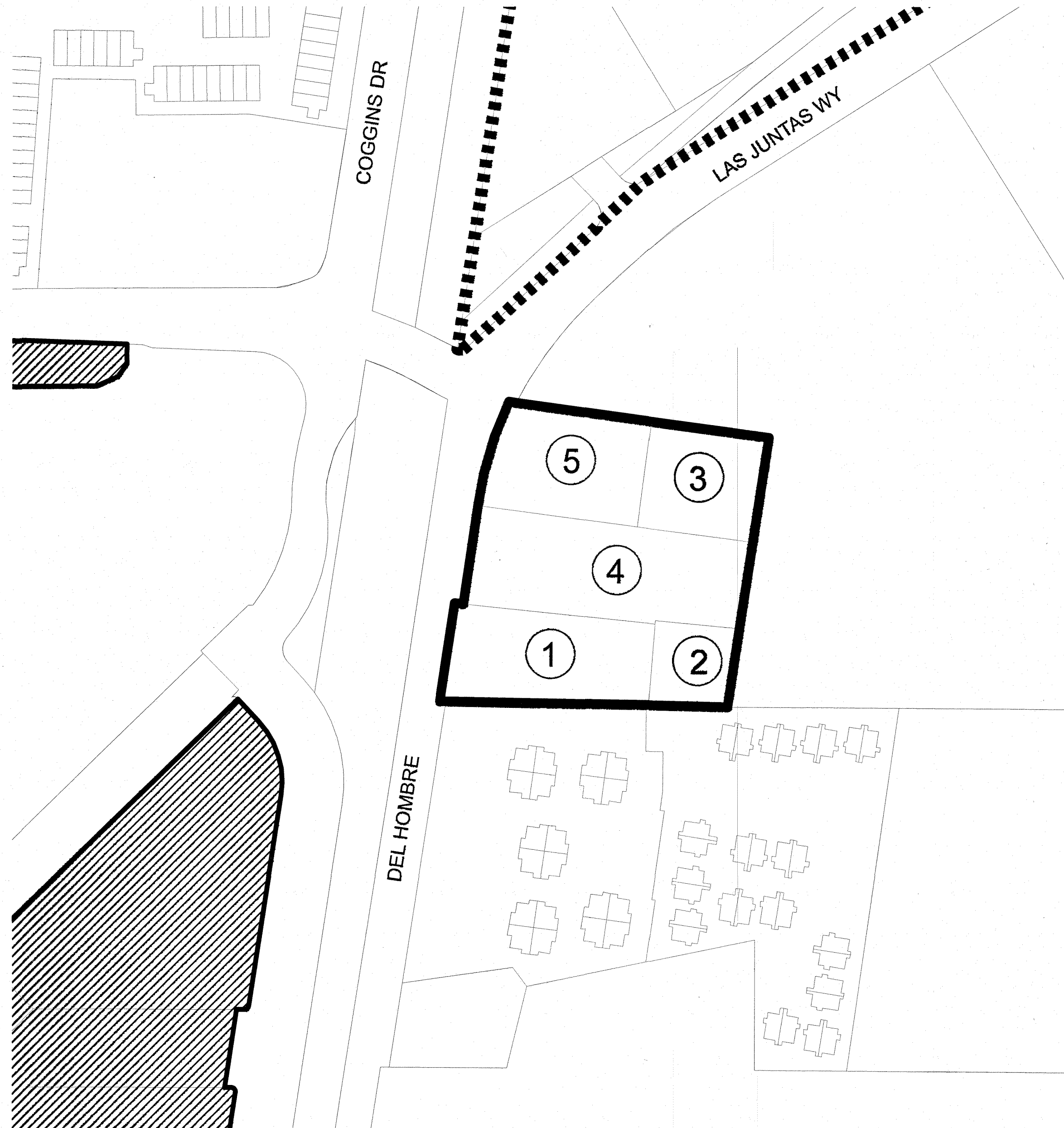
June 3, 2022

9:26 A.M.

89/28

PROPOSED BOUNDARY MAP COUNTY OF CONTRA COSTA COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CONTRA COSTA CENTRE AREA - PARK MAINTENANCE)

COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA



Reference Number	Assessor's Parcel Number
1	148-170-001
2	148-170-022
3	148-170-037
4	148-170-041
5	148-170-042

Legend

- CFD 2022-1 Proposed Boundary
- CFD 2022-1 Future Annexation Area
- Parcels not part of the Future Annexation Area



**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CONTRA COSTA CENTRE AREA – PARK MAINTENANCE)
COMMUNITY FACILITIES DISTRICT REPORT**

CONTENTS

Introduction

- A. Description of Services
- B. Proposed Boundaries of the Community Facilities District
- C. Cost Estimate

Exhibit A – Description of Services Eligible to be Funded by the CFD

Exhibit B – Services Cost Estimate

**COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CONTRA COSTA CENTRE AREA – PARK MAINTENANCE)**

INTRODUCTION. The Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) did, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the “Law”), on May 24, 2022, adopt Resolution No. 2022/173 Declaring Intention to Establish a Community Facilities District and to Authorize the Levy of Special Taxes Pursuant to the Mello-Roos Community Facilities Act of 1982 – Contra Costa Centre Area – Park Maintenance” (the “Resolution of Intention”). In the Resolution of Intention, the Board expressly ordered the preparation of a written Community Facilities District Report (the “Report”) for the proposed County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”).

The Resolution of Intention ordering the Report did direct that the Report generally contain the following:

1. A brief description of the services eligible to be funded by the CFD; and
2. An estimate of the fair and reasonable cost of providing the services, including the incidental expenses in connection therewith, including any County administration costs and all other related costs.

For particulars, reference is made to the Resolution of Intention for the CFD, as previously adopted by the Board.


NOW, THEREFORE, I, the Director of Public Works of the County, do hereby submit the following data:

A. DESCRIPTION OF SERVICES. A general description of the services that the Board has determined to be eligible to be funded by the CFD are as shown in Exhibit “A” attached hereto and hereby made a part hereof.

B. PROPOSED BOUNDARIES OF THE COMMUNITY FACILITIES DISTRICT. The proposed boundaries of the CFD are those properties and parcels on which special taxes may be levied to pay for the costs of the services eligible to be funded by the CFD. The proposed boundaries of the CFD are described in the map of the CFD recorded in Book 89 at Pages 28 and 29 (Document No. 2022-0093596) of Maps of Assessment and Community Facilities Districts at 9:26 a.m. on June 3, 2022, in the office of the County Recorder for the County of Contra Costa, a copy of which map is on file with the Clerk of the Board. The map also identifies the future annexation area, indicating territory that may be added to the CFD in the future with the consents of the applicable landowners.

C. COST ESTIMATE. The initial cost estimate for the services is set forth in Exhibit "B" attached hereto and hereby made a part hereof.

Dated: July 12, 2022

By: 

Director of Public Works of the
County of Contra Costa
Fernando Balboa BALBOA

EXHIBIT A

COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CONTRA COSTA CENTRE AREA – PARK MAINTENANCE)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE CFD

Services:

The services to be funded, in whole or in part, by the community facilities district (the “District”) include all direct and incidental costs related to providing for the maintenance of public parks and trails located within or in the vicinity of the District and the future annexation area of the District. More specifically, the services shall include, but not be limited to, the maintenance of parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control, repair and sealing, landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; the installation, maintenance and replacement of irrigation lines and water lines, lighting, fencing, security improvements and signage; trash removal and recycling and graffiti abatement and removal; and any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described above: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities, paying the salaries and benefits of personnel (including but not limited to maintenance workers, patrol guards and other personnel), and for payment of other related expenses (including but not limited to employee benefit expenses and an allocation of general overhead expenses), payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services and capital replacements.

Any services to be funded by the District must be in addition to those provided in the territory of the District before the District was created, and may not supplant services already available within that territory when the District is created. It is expected that the services will be provided by the County, either with its own employees or by contract with third parties, or any combination thereof.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the County in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County related to the District or the collection of special taxes, an allocable share of the salaries of any County staff directly related thereto and a proportionate amount of the County’s general administrative overhead related thereto, any amounts paid by the County from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the County in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the County in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the County of all costs associated with the establishment of the District and any property annexed to the District.

EXHIBIT B

COUNTY OF CONTRA COSTA
COMMUNITY FACILITIES DISTRICT NO. 2022-1
(CONTRA COSTA CENTRE AREA – PARK MAINTENANCE)

SERVICES COST ESTIMATE

It is expected that the costs of providing the services eligible to be funded by the CFD will be up to \$40,705.72 for Fiscal Year 2021-22, with the costs of the services to increase on July 1, 2022 and on each July 1 thereafter by the lesser of the percentage equal to the increase, if any, in the prior calendar year's change in the Consumer Price Index for All Urban Consumers for the Bay Area: San Francisco – Oakland – San Jose or five percent (5%). See the Rate and Method of Apportionment of Special Taxes for the CFD for the maximum special tax rates that are estimated to provide funding needed to pay for the Services eligible to be funded by the CFD and the requirements for properties to be subject to the levy of the special tax as a Developed Property (as defined in the Rate and Method of Apportionment of Special Taxes).

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

Adopted this Resolution on 07/12/2022 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/244

IN THE MATTER OF: Resolution Calling Special Election Within Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)

WHEREAS, on this date, this Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) adopted a Resolution entitled “Resolution of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance), and Authorizing the Levy of a Special Tax Within the CFD”(the “Resolution of Formation”), ordering the formation of the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD; and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of said special tax and the establishment of the appropriations limit are to be submitted to the qualified electors of the CFD as required by the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the “Law”).

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

Section 1. Pursuant to Sections 53325.7 and 53326 of the Law, the issues of the levy of said special tax and the establishment of said appropriations limit shall be submitted to the qualified electors of the CFD at an election called therefor as provided below.

Section 2. As authorized by Section 53353.5 of the Law, the two propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit A and by this reference incorporated herein. The form of ballot is hereby approved.

Section 3. This Board hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the ninety (90) days preceding the close of the public hearing heretofore conducted and concluded by this Board for the purposes of these proceedings. Accordingly, and pursuant to Section 53326(b) of the Law, this Board finds that for purposes of these proceedings the qualified elector for the CFD is the sole landowner within the CFD and that the vote shall be by said landowner or its authorized representative, having one vote for each acre or portion thereof the landowner owns in the CFD as of the close of the public hearing.

Section 4. This Board hereby calls a special election to consider the measure described in Section 2 above, which election shall be held immediately following adoption of this Resolution in the regular meeting place of this Board. The Clerk of the Board (the “Clerk”) is hereby designated as the official to conduct said election. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the proposed boundaries of the CFD, and a sufficient description to allow the Clerk to determine the boundaries of the CFD.

The voted ballot shall be returned to the Clerk no later than immediately following the adoption of this Resolution; and when the qualified voter has voted, the election shall be closed.

Section 5. Pursuant to Section 53327 of the Law, the election shall be conducted by mail or hand delivered ballot pursuant to the California Elections Code.

Section 6. This Board acknowledges that the Clerk has caused to be delivered to the only qualified elector of the CFD a ballot in the form set forth in Exhibit A hereto. The ballot indicated the number of votes to be voted by the landowner.

The ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot. An envelope to

be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

Analysis and arguments with respect to the ballot measures were waived by the landowner in its petition to form the CFD and in its voted ballot, as permitted by Section 53327(b) of the Law.

Section 7. The Clerk shall accept the ballot of the qualified elector upon and prior to the adoption of this Resolution, whether the ballot be personally delivered or received by mail. The Clerk shall have available a ballot which may be marked in the Board of Supervisors meeting room on the election day by the qualified elector.

Section 8. This Board hereby further finds that the provision of the Law requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before said special election is for the protection of the qualified elector of the CFD. The petition of the landowner to form the CFD and the voted ballot of the sole qualified elector of the CFD each contain an acknowledgment of a waiver of any time limit pertaining to the conduct of the election and of a waiver of any requirement for analysis and arguments in connection with the election. Accordingly, this Board finds and determines that the qualified elector has been fully apprised of and has agreed to the shortened time for the election and waiver of ballot analysis and arguments, and has thereby been fully protected in these proceedings. This Board also finds and determines that the Clerk has concurred in the shortened time for the election.

Section 9. Pursuant to the Local Agency Special Tax and Bond Accountability Act, Sections 50075.1 et. seq. and Sections 53410 et. seq. of the California Government Code, (a) the ballot measure referred to in Sections 2 and 4 above contains a statement indicating the specific purposes of the special tax, (b) the proceeds of the special tax will be applied only to the purposes specified in the ballot measure, (c) there shall be created by the Auditor-Controller of the County an account into which proceeds of the special tax levies will be deposited, and (d) the Auditor-Controller of the County is hereby directed to provide an annual report to this Board as required by Section 50075.3 of the California Government Code.

Section 10. The Clerk is hereby directed to cause to be published in a newspaper of general circulation circulating within the CFD a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

Section 11. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925)313-2315

ATTESTED: July 12, 2022

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

By: , Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Joshua Laranang- Engineering Services, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.

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

Adopted this Resolution on 07/12/2022 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/245

IN THE MATTER OF: Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien for Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)

WHEREAS, in proceedings heretofore conducted by this Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the “Law”), this Board on this date adopted a Resolution calling for a special election of the qualified electors within the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”); and

WHEREAS, pursuant to the terms of said Resolution which are by the reference incorporated herein, the special election was held on the date, and the Clerk of the Board of Supervisors of the County (the "Clerk") has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Board has reviewed the canvass and hereby approves it.

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

Section 1. The issues presented at the special election were the levy of a special tax within the CFD to be levied in accordance with the rate and method of apportionment of special taxes heretofore approved by this Board by its resolution adopted this date of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) and the approval of an appropriations limit of \$3,000,000,000 pursuant to said resolution.

Section 2. Pursuant to the canvass of the special election on file with the Clerk, the issues presented at the special election were approved by the votes cast by the sole qualified elector of the CFD.

Section 3. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy special taxes as heretofore provided in these proceedings and in the Law.

Section 4. It is hereby found that all prior proceedings and actions taken by this Board with respect to the CFD were valid and in conformity with the Law.

Section 5. The Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa a notice of special tax lien in the form provided by CFD formation counsel and as required by the Law, said recording to occur no later than fifteen days following adoption by the Governing Board of this Resolution.

Section 6. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925)313-2315

ATTESTED: July 12, 2022

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

By: , Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.

ORDINANCE NO. 2022-24

Ordinance Levying Special Taxes Within the County
of Contra Costa Community Facilities District No. 2022-1
(Contra Costa Centre Area – Park Maintenance)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. BACKGROUND.

- A. On May 24, 2022, this Board of Supervisors (the "Board") of the County of Contra Costa (the "County") adopted Resolution No. 2022/173 (the "Resolution of Intention"), stating its intention to establish the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), to levy a special tax to fund certain services (the "Services"), and identifying territory to be initially included in the CFD and territory that may be annexed to the CFD in the future (the "Future Annexation Area").
- B. On July 12, 2022, in accordance with the Resolution of Intention and the Law, the Board held a noticed public hearing regarding the CFD and the levy of special taxes on property within the CFD to provide for the costs of the Services, and with respect to the Future Annexation Area. At the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the special taxes were heard, substantial evidence was presented and considered by this Board, and a full and fair hearing was held.
- C. Upon conclusion of the hearing, the Board adopted Resolution No. 2022/243 (the "Resolution of Formation"), to form the CFD and authorize the levy of a special tax on property within the CFD (the "Special Tax"), and Resolution No. 2022/244, calling for an election on the proposition of levying a special tax and establishing an appropriations limit for the CFD.
- D. On July 12, 2022, an election was held for the CFD in which the sole eligible elector approved the propositions, and the Board adopted Resolution No. 2022/245, to declare the results of the election.

SECTION II. LEVY OF SPECIAL TAX. The Board hereby authorizes and levies the Special Tax within the CFD, pursuant to the Law, in accordance with the rate and method of apportionment of the Special Tax as approved by the Resolution of Formation (the "Rate and Method of Apportionment") The special taxes are hereby levied commencing in fiscal year

2022-23 on each parcel of "Developed Property" (as defined in the Rate and Method of Apportionment), and in each fiscal year thereafter.

SECTION III. DETERMINATION OF SPECIAL TAX RATE. The Auditor-Controller of the County, working with the Deputy Director of Public Works of the County, is hereby authorized and directed each fiscal year to determine, or to cause to be determined, the specific special tax rate and amount to be levied for each parcel of real property within the CFD, in the manner and as provided in the Rate and Method of Apportionment.

SECTION IV. EXEMPT PROPERTIES. Properties or entities of the State, federal, or local governments shall be exempt from any levy of the Special Tax to the extent set forth in the Rate and Method of Apportionment. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum tax specified in the Rate and Method of Apportionment.

SECTION V. USE OF SPECIAL TAXES. All of the collections of the Special Tax shall be used as provided for in the Law and in the Resolution of Formation, including the payment of costs of providing the Services, and the costs incurred by the County in administering the CFD and levying and collecting the Special Tax.

SECTION VI. COLLECTION ON TAX ROLL. The Special Tax shall be collected from time to time as necessary to meet the financial obligations of the CFD on the secured real property tax roll in the same manner as ordinary ad valorem taxes are collected. The Special Tax shall have the same lien priority, and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes. In addition, the provisions of Section 53356.1 of the California Government Code shall apply to delinquent Special Tax payments. The Auditor-Controller of the County, working with the Deputy Director of Public Works of the County, is hereby authorized and directed to take all actions necessary in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be levied and collected in sufficient amounts and at the times necessary to satisfy the financial obligations of the CFD in each fiscal year. Notwithstanding the foregoing, the Auditor-Controller of the County, working with the Deputy Director of Public Works of the County, may collect or cause to be collected one or more installments of the Special Tax on any one or more parcels in the CFD by means of direct billing of the property owners within the CFD if, in the judgment of the Auditor-Controller of the County, working with the Deputy Director of Public Works of the County, such means of collection will reduce the administrative burden in administering the CFD or is otherwise appropriate in the circumstances. In such event, the Special Tax shall become delinquent if not paid when due as set forth in any such respective billing to the applicable property owners.

SECTION VII. ACCOUNTABILITY. Under Section 50075.1 of the Government Code, the following accountability provision shall apply to the Special Tax: (a) the provision of funding

for the Services, the incidental costs thereof and of the administration of the CFD, all as described in the Resolution of Formation, shall constitute the specific purposes of the Special Tax; (b) the proceeds of the Special Tax shall be applied only to the specific purposes identified in (a) above; (c) the Auditor-Controller of the County shall create or cause to be created a special account into which the proceeds of the Special Tax shall be deposited; and (d) the Director of Public Works of the County, or his or her designee, is directed to prepare and provide an annual report to the Board as required by Section 50075.3 of the Government Code.

SECTION VIII. SEVERABILITY. If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a Court of competent jurisdiction, the balance of this Ordinance, and the application of the Special Tax to the remaining parcels within the CFD, shall not be affected.

SECTION IX. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage. Within 15 days of passage, this ordinance shall be published once with the names of the supervisors voting for and against it in the Contra Costa Times, a newspaper published in this County.

PASSED on August 2, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Board Chair

By: _____
Deputy

03007.58:J18409

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 07/12/2022 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. 2022/244

IN THE MATTER OF: Resolution Calling Special Election Within Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)

WHEREAS, on this date, this Board of Supervisors (the “Board”) of the County of Contra Costa (the “County”) adopted a Resolution entitled “Resolution of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance), and Authorizing the Levy of a Special Tax Within the CFD”(the “Resolution of Formation”), ordering the formation of the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the “CFD”), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD; and

WHEREAS, pursuant to the provisions of the Resolution of Formation, the propositions of the levy of said special tax and the establishment of the appropriations limit are to be submitted to the qualified electors of the CFD as required by the Mello-Roos Community Facilities Act of 1982, California Government Code Section 53311 et seq. (the “Law”).

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

Section 1. Pursuant to Sections 53325.7 and 53326 of the Law, the issues of the levy of said special tax and the establishment of said appropriations limit shall be submitted to the qualified electors of the CFD at an election called therefor as provided below.

Section 2. As authorized by Section 53353.5 of the Law, the two propositions described in Section 1 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit A and by this reference incorporated herein. The form of ballot is hereby approved.

Section 3. This Board hereby finds that fewer than 12 persons have been registered to vote within the territory of the CFD for each of the ninety (90) days preceding the close of the public hearing heretofore conducted and concluded by this Board for the purposes of these proceedings. Accordingly, and pursuant to Section 53326(b) of the Law, this Board finds that for purposes of these proceedings the qualified elector for the CFD is the sole landowner within the CFD and that the vote shall be by said landowner or its authorized representative, having one vote for each acre or portion thereof the landowner owns in the CFD as of the close of the public hearing.

Section 4. This Board hereby calls a special election to consider the measure described in Section 2 above, which election shall be held immediately following adoption of this Resolution in the regular meeting place of this Board. The Clerk of the Board (the “Clerk”) is hereby designated as the official to conduct said election. It is hereby acknowledged that the Clerk has on file the Resolution of Formation, a map of the proposed boundaries of the CFD, and a sufficient description to allow the Clerk to determine the boundaries of the CFD.

The voted ballot shall be returned to the Clerk no later than immediately following the adoption of this Resolution; and when the qualified voter has voted, the election shall be closed.

Section 5. Pursuant to Section 53327 of the Law, the election shall be conducted by mail or hand delivered ballot pursuant to the California Elections Code.

Section 6. This Board acknowledges that the Clerk has caused to be delivered to the only qualified elector of the CFD a ballot in the form set forth in Exhibit A hereto. The ballot indicated the number of votes to be voted by the landowner.

The ballot was accompanied by all supplies and written instructions necessary for the use and return of the ballot. An envelope to

be used to return the ballot was enclosed with the ballot, had the return postage prepaid, and contained the following: (a) the name and address of the landowner, (b) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote and is the person whose name appears on the envelope, (c) the printed name, signature and address of the voter, (d) the date of signing and place of execution of the declaration pursuant to clause (b) above, and (e) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

Analysis and arguments with respect to the ballot measures were waived by the landowner in its petition to form the CFD and in its voted ballot, as permitted by Section 53327(b) of the Law.

Section 7. The Clerk shall accept the ballot of the qualified elector upon and prior to the adoption of this Resolution, whether the ballot be personally delivered or received by mail. The Clerk shall have available a ballot which may be marked in the Board of Supervisors meeting room on the election day by the qualified elector.

Section 8. This Board hereby further finds that the provision of the Law requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before said special election is for the protection of the qualified elector of the CFD. The petition of the landowner to form the CFD and the voted ballot of the sole qualified elector of the CFD each contain an acknowledgment of a waiver of any time limit pertaining to the conduct of the election and of a waiver of any requirement for analysis and arguments in connection with the election. Accordingly, this Board finds and determines that the qualified elector has been fully apprised of and has agreed to the shortened time for the election and waiver of ballot analysis and arguments, and has thereby been fully protected in these proceedings. This Board also finds and determines that the Clerk has concurred in the shortened time for the election.

Section 9. Pursuant to the Local Agency Special Tax and Bond Accountability Act, Sections 50075.1 et. seq. and Sections 53410 et. seq. of the California Government Code, (a) the ballot measure referred to in Sections 2 and 4 above contains a statement indicating the specific purposes of the special tax, (b) the proceeds of the special tax will be applied only to the purposes specified in the ballot measure, (c) there shall be created by the Auditor-Controller of the County an account into which proceeds of the special tax levies will be deposited, and (d) the Auditor-Controller of the County is hereby directed to provide an annual report to this Board as required by Section 50075.3 of the California Government Code.

Section 10. The Clerk is hereby directed to cause to be published in a newspaper of general circulation circulating within the CFD a copy of this Resolution as soon as practicable after the date of adoption of this Resolution.

Section 11. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925)313-2315

ATTESTED: July 12, 2022

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

By  Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Joshua Laranang- Engineering Services, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 07/12/2022 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. 2022/245

IN THE MATTER OF: Resolution Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien for Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance)

WHEREAS, in proceedings heretofore conducted by this Board of Supervisors (the "Board") of the County of Contra Costa (the "County") pursuant to the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code (the "Law"), this Board on this date adopted a Resolution calling for a special election of the qualified electors within the County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) (the "CFD"); and

WHEREAS, pursuant to the terms of said Resolution which are by the reference incorporated herein, the special election was held on the date, and the Clerk of the Board of Supervisors of the County (the "Clerk") has on file a Canvass and Statement of Results of Election, a copy of which is attached hereto as Exhibit A; and

WHEREAS, this Board has reviewed the canvass and hereby approves it.

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

Section 1. The issues presented at the special election were the levy of a special tax within the CFD to be levied in accordance with the rate and method of apportionment of special taxes heretofore approved by this Board by its resolution adopted this date of Formation of County of Contra Costa Community Facilities District No. 2022-1 (Contra Costa Centre Area – Park Maintenance) and the approval of an appropriations limit of \$3,000,000,000 pursuant to said resolution.

Section 2. Pursuant to the canvass of the special election on file with the Clerk, the issues presented at the special election were approved by the votes cast by the sole qualified elector of the CFD.

Section 3. Pursuant to the voter approval, the CFD is hereby declared to be fully formed with the authority to levy special taxes as heretofore provided in these proceedings and in the Law.

Section 4. It is hereby found that all prior proceedings and actions taken by this Board with respect to the CFD were valid and in conformity with the Law.

Section 5. The Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Contra Costa a notice of special tax lien in the form provided by CFD formation counsel and as required by the Law, said recording to occur no later than fifteen days following adoption by the Governing Board of this Resolution.

Section 6. This Resolution shall take effect immediately upon 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: Jocelyn LaRocque (925)313-2315

ATTESTED: July 12, 2022

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

By: Deputy

cc: Timothy Ewell - CAO, Laura Strobel, County Administrator, CAO, Robert Campbell, Auditor Controller, Maryann Mason, County Counsel, Gus Kramer, County Assessor, Warren Lai - Deputy, Jocelyn LaRocque- Engineering Services, Larry Gossett- Engineering Services, Carl Roner- Special Districts, Rochelle Johnson - Special Districts, Jennifer Cruz- DCD, Hanover Company, Paul Thimmig - Quint & Thimmig LLP, James Kennedy - JK2 & Associates, Brian Brown, Francisco & Associates, Inc.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Resolution of Necessity Hearing for the Danville Boulevard-Orchard Court Complete Streets Improvements Project, Alamo area.

RECOMMENDATION(S):

OPEN the public hearing and ask if any notified property owners wish to be heard as to the four items specified in Section B below, CLOSE Public Hearing.

Upon completion and closing of the hearing, MAKE the findings and determinations listed under Section B below and ADOPT the attached Resolution of Necessity No. 2022/247 to acquire the required property by eminent domain. Project No.: 0662-6R4128

FISCAL IMPACT:

In eminent domain actions, the judgment will be the price paid for the property, and may include court costs that are regarded as a roughly calculable expense of property acquisition. Costs of acquisition in this case are 100% reimbursable from: 66% Highway Safety Improvement Program Cycle 8 Federal Funds, 33% Measure J Regional Funds, and 1% Local Road Funds. (DCD-CP No. 17-33)

BACKGROUND:

The Danville Boulevard-Orchard Court Complete Streets Improvements Project (the "Project") includes construction of a roundabout and sidewalk improvements at the Danville Boulevard/Orchard Court intersection, in the Alamo area of unincorporated Contra Costa County. The purpose of the Project is to improve traffic, bicycle, and pedestrian safety on Danville Boulevard, between Jackson Way and Stone Valley Road, in the Alamo area, by installing complete streets improvements. The Project includes curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian crossings. Sidewalks will be reconstructed in the Project area, along with curb extensions and curb ramps, in order to meet Americans with Disabilities Act (ADA) requirements and to accommodate existing mature trees in the sidewalk.

The Project will reduce lanes of vehicle travel, from two lanes to one lane, at the roundabout approaches, which will result in decreased vehicle speeds as vehicles enter the roundabout. This and other aspects of the Project will improve vehicle, bicycle, and pedestrian safety.

On September 18, 2018, the Board of Supervisors approved the Project and determined the Project was exempt from the California Environmental Quality Act (CEQA), under the Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines. The CEQA notice of exemption was filed on September 19, 2018.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Jessica L. Dillingham,
925.957-2453

By: June McHuen, Deputy

cc:

In order to proceed with the Project, it is necessary for the County to exercise its power of eminent domain. Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit "A" whose names and addresses appear on the last equalized County Assessment Roll. This notice consisted of sending, by first-class and certified mail on June 23, 2022, a Notice of Intention to Adopt a Resolution of Necessity, which notified the owners that a hearing is scheduled for July 12, 2022, at 9:00 a.m., in the Board's Chambers at 1025 Escobar Street, Martinez, California. Those notices indicated that, at the above time and place, the owners may appear to be heard on the matters referred to in the notice.

BACKGROUND: (CONT'D)

B. Scope of Hearing Per C.C.P. Section 1245.235

In order for a public agency in California to initiate eminent domain proceedings, its governing body must adopt a resolution of necessity at a public hearing. A four-fifths vote is required to adopt a Resolution of Necessity. Code of Civil Procedure section 1245.230 provides that in order to adopt a resolution of necessity, the Board must make the following four findings:

1. Public Interest and Necessity require the proposed project.

With average daily traffic of approximately 20,000 vehicles per day, and with one of the highest rates of pedestrians and bicyclists within the County, this principal arterial - Danville Boulevard - is ranked in the County's top 20 corridors with the highest number of collisions in the past five years. When the Project was being planned, it was determined that the collision rate at the intersection was approximately 2.5 times the statewide average; and, at this intersection, there had been at least three pedestrian and 13 bicycle collisions in the 10 years prior to the planning phase of the Project.

The Project will include the installation of a roundabout at the intersection of Danville Boulevard and Orchard Court, which will improve safety at this location. The Project also will shorten pedestrian crossings across roadways, and it will reduce congestion at this intersection by keeping vehicles moving through the intersection. The Project will repair or replace sidewalks within the Project area, some of which have been lifted and are impairing access to persons with disabilities. The Project also is a complete streets project that will result in enhanced aesthetics and the greening of Danville Boulevard. The Project aims to improve safety through the corridor for all users by improving sidewalks to meet ADA requirements and reducing conflicts at the Danville Boulevard/Orchard Court intersection. This will help residents, businesses, and customers of those businesses to use active modes of transportation.

2. The project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

The Project, as planned and located, will achieve the Project purposes, and will require a partial acquisition of adjacent properties – the acquisition of an extension of temporary rights as described in Appendix A. The acquired areas are shown in the aerial included with this board order. The Project, as planned and located, avoids the partial or full acquisition of any buildings, and it will not displace any businesses during Project construction. The Project design and alignment ensure that the Project purposes will be achieved, including improving vehicle, bicycle, and pedestrian safety, improving ADA access, and enhancing or greening the Project area. During Project construction, best management practices will be implemented to avoid unnecessary impacts to residents, businesses, and the traveling public. At least one lane of travel in each direction will be open to vehicle travel during Project construction. Emergency vehicles will have access through the Project area at all times.

Alternatives to the Project were evaluated and rejected, either because the alternatives would not meet the Project purposes, or, if they did meet the Project purposes, because the alternatives would result in significantly greater impacts to property owners and occupants and the traveling public. The first alternative that was evaluated involved shifting the Project footprint southwest. However, that alignment would have required the realignment of Orchard Court, and the partial or full acquisition of a building that is occupied by existing businesses and an at-grade parking area below the building (a portion of the building is constructed over the parking area). Another alternative that was evaluated involved shifting the Project footprint further southwest to avoid these impacts, but that alignment would not have achieved the objectives of the Project. Under that alignment, Orchard Court would not have fed into the roundabout, and that alignment would have created conflicts between vehicles using the roundabout and vehicles bypassing the roundabout. That alignment would have created safety hazards because of those conflicts. Therefore, alternatives that were considered would have resulted in substantially less public good and substantially greater private injury.

For all of these reasons, the Project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury.

3. The properties sought to be acquired are necessary for the project.

On March 2, 2021, the Board of Supervisors adopted Resolution No. 2021/67 to acquire certain permanent and temporary property rights by eminent domain for the Project. These property rights included a (1) a non-exclusive temporary construction easement measuring approximately 13,575 square feet for the sixteen month period commencing on September 1, 2021 and terminating on December 31, 2022; and (2) an exclusive temporary construction easement measuring approximately 1,064 square feet for a seven month period commencing on April 1, 2022 and terminating on October 31, 2022. Due to unpredictable delays causing the Project's start date to be changed, it is necessary for the County to acquire an extended temporary construction easement for the construction of the Project.

The property interests described in Appendix A to the Resolution of Necessity are necessary for the construction of the Project, as planned and designed. The approximate locations of the property interests also are shown on aerial right of way image attached here to as Exhibit "B". All efforts have been made to reduce the physical and operational impacts to adjacent properties, both during and after construction of the Project. The Project cannot be constructed as designed and planned without the acquisition of the property interests described in Appendix A to the Resolution of Necessity. As described in Appendix A to the Resolution of Necessity, and as shown in Exhibit B to this board order, the property and property interests include (1) a temporary construction easement designated as Parcel No. 3, measuring approximately 13,575 square feet of land. The temporary construction easement will be put to nonexclusive use during an 11-month period, commencing January 1, 2023, and ending November 30, 2023. A portion of the temporary construction easement designated as Subparcel 3A, measuring approximately 1,064 square feet of land, will be put to exclusive use during a nine-month period commencing February 1, 2023, and ending October 31, 2023. The approximate location of Parcel No. 3, inclusive of Subparcel 3A, is as shown in Exhibit B attached hereto.

Without the extended temporary construction easement, the County will not have sufficient temporary rights to construct the Project.

4. The offer of compensation required by Section 7267.2 of the Government Code has been made to the owner or owners of record.

Since the Resolution No. 2021/67 was adopted, the subject property has been purchased by WC Properties (Edens), LLC. The County, through the Real Estate Division of the Public Works Department, has made an offer of just compensation to the new owner of record for the property rights being acquired for this Project by this resolution of necessity. The offer was based on an appraisal of the fair market value of the property rights being acquired.

Efforts were made to acquire the property rights through negotiated purchase and sale instead of condemnation. Attempts to negotiate a settlement with the owners of record and/or their representatives have not been successful.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be unable to acquire the temporary property rights necessary for the Project by eminent domain.

AGENDA ATTACHMENTS

Resolution 2022/247

Appendix A

Exhibit A

Exhibit B

MINUTES ATTACHMENTS

Signed Resolution No. 2022/247

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

Adopted this Resolution on 07/12/2022 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. 2022/247

IN THE MATTER OF: Resolution of Necessity for acquisition by eminent domain of real property required for the Danville Boulevard-Orchard Court Complete Streets Improvements Project, Alamo area. (Project No.: 0662-6R4128, Federal No.: HSIPL-5928(140))

The Board of Supervisors of Contra Costa County, California, by a vote of four-fifths or more of its members, **RESOLVES** that:

Pursuant to Government Code Section 25350.5 and Streets and Highways Code Section 943, Contra Costa County intends to construct the Danville Boulevard-Orchard Court Complete Streets Improvements Project (“Project”), in the Alamo area of Central Contra Costa County. The Project is located at and near the intersection of Danville Boulevard and Orchard Court, in the unincorporated Alamo area. The Project will construct a roundabout at that intersection. The Project will include curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian crossings. Sidewalks will be reconstructed through the corridor, along with curb extensions and curb ramps in order to meet Americans with Disabilities Act requirements and to accommodate existing mature trees in the sidewalk. The Project is intended to enhance the safety of the traveling public at this intersection, and to improve accessibility for persons with disabilities.

To construct the Project, the County needs to acquire temporary property interest to in one (1) parcel that is generally located in the Alamo area. The temporary property interest the County needs to acquire is more particularly described in Appendix “A”, attached hereto and incorporated herein by this reference.

The County is authorized to acquire the temporary property interests described in Appendix “A” by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, section 19; the California Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*, including, but not limited to, Sections 1240.010 through 1240.050 inclusive, and Sections 1240.110, 1240.120, 1240.150, 1240.220, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650, and 1250, 660; Government Code section 25350.5; and Streets and Highway Code section 943.

Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit “A” whose names and addresses appear on the last equalized county assessment roll. This notice consisted of sending, by first-class and certified mail on June 23, 2022, a Notice of Intention to Adopt a Resolution of Necessity, which notified the owners that a hearing to consider the resolution of necessity is scheduled for July 12, 2022, at 9:00 a.m., in the Board’s Chambers at 1025 Escobar Street, Martinez, California. The notices indicated that, at the above time and place, the owners may appear to be heard on the matters referred to in the notice.

The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board **finds, determines, and hereby declares** the following:

1. The public interest and necessity require the proposed Project; and
2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed Project; and

4. The County has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described in Appendix "A", as well as any other matter regarding the right to take said property by eminent domain, including, but not limited to, making the offer required by Section 7267.2 of the Government Code to the owner or owners of record.

5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made, and this resolution is adopted, pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

On September 18, 2018, this Board APPROVED the proposed Project and ADOPTED the California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines pertaining to this project that was filed on September 19, 2018.

NOW, THEREFORE, BE IT RESOLVED:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the State of California:

Parcel 3 described in Appendix "A" is to be acquired as a temporary construction easement for a period of eleven (11) months, commencing January 1, 2023, and ending November 30, 2023, and the 1,064 square foot portion of said parcel designated as Subparcel 3A is for exclusive use during the nine (9) consecutive months commencing February 1, 2023, and ending October 31, 2023. ""

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition.

To deposit the probable amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take prejudgment possession and use said real property for said public uses and purposes.

I hereby certify that this 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: Jessica L. Dillingham,
925.957-2453

ATTESTED: July 12, 2022
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 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/247

IN THE MATTER OF: Resolution of Necessity for acquisition by eminent domain of real property required for the Danville Boulevard-Orchard Court Complete Streets Improvements Project, Alamo area. (Project No.: 0662-6R4128, Federal No.: HSIPL-5928(140))

The Board of Supervisors of Contra Costa County, California, by a vote of four-fifths or more of its members, **RESOLVES** that:

Pursuant to Government Code Section 25350.5 and Streets and Highways Code Section 943, Contra Costa County intends to construct the Danville Boulevard-Orchard Court Complete Streets Improvements Project ("Project"), in the Alamo area of Central Contra Costa County. The Project is located at and near the intersection of Danville Boulevard and Orchard Court, in the unincorporated Alamo area. The Project will construct a roundabout at that intersection. The Project will include curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian crossings. Sidewalks will be reconstructed through the corridor, along with curb extensions and curb ramps in order to meet Americans with Disabilities Act requirements and to accommodate existing mature trees in the sidewalk. The Project is intended to enhance the safety of the traveling public at this intersection, and to improve accessibility for persons with disabilities.

To construct the Project, the County needs to acquire temporary property interest to in one (1) parcel that is generally located in the Alamo area. The temporary property interest the County needs to acquire is more particularly described in Appendix "A", attached hereto and incorporated herein by this reference.

The County is authorized to acquire the temporary property interests described in Appendix "A" by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, section 19; the California Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*, including, but not limited to, Sections 1240.010 through 1240.050 inclusive, and Sections 1240.110, 1240.120, 1240.150, 1240.220, 1240.350, 1240.410, 1240.510, 1240.610, 1240.650, and 1250, 660; Government Code section 25350.5; and Streets and Highway Code section 943.

Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit "A" whose names and addresses appear on the last equalized county assessment roll. This notice consisted of sending, by first-class and certified mail on June 23, 2022, a Notice of Intention to Adopt a Resolution of Necessity, which notified the owners that a hearing to consider the resolution of necessity is scheduled for July 12, 2022, at 9:00 a.m., in the Board's Chambers at 1025 Escobar Street, Martinez, California. The notices indicated that, at the above time and place, the owners may appear to be heard on the matters referred to in the notice.

The hearing was held on that date and at that time and place, and all interested parties were given an opportunity to be heard. Based upon the evidence presented to it, this Board **finds, determines, and hereby declares** the following:

1. The public interest and necessity require the proposed Project; and
2. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and
3. The property described herein is necessary for the proposed Project; and

4. The County has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property described in Appendix "A", as well as any other matter regarding the right to take said property by eminent domain, including, but not limited to, making the offer required by Section 7267.2 of the Government Code to the owner or owners of record.

5. Insofar as any of the property described in this resolution has heretofore been dedicated to a public use, the acquisition and use of such property by Contra Costa County for the purposes identified herein is for a more necessary public use than the use to which the property has already been appropriated, or is for a compatible public use. This determination and finding is made, and this resolution is adopted, pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

On September 18, 2018, this Board APPROVED the proposed Project and ADOPTED the California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines pertaining to this project that was filed on September 19, 2018.

NOW, THEREFORE, BE IT RESOLVED:

The County Counsel of this County is hereby **AUTHORIZED** and **EMPOWERED**:

To acquire in the County's name, by condemnation, the titles, easements and rights of way hereinafter described in and to said real property or interest(s) therein, in accordance with the provisions for eminent domain in the Code of Civil Procedure and the Constitution of the State of California:

Parcel 3 described in Appendix "A" is to be acquired as a temporary construction easement for a period of eleven (11) months, commencing January 1, 2023, and ending November 30, 2023, and the 1,064 square foot portion of said parcel designated as Subparcel 3A is for exclusive use during the nine (9) consecutive months commencing February 1, 2023, and ending October 31, 2023. ""

To prepare and prosecute in the County's name such proceedings in the proper court as are necessary for such acquisition.

To deposit the probable amount of compensation based on an appraisal, and to apply to said court for an order permitting the County to take prejudgment possession and use said real property for said public uses and purposes.

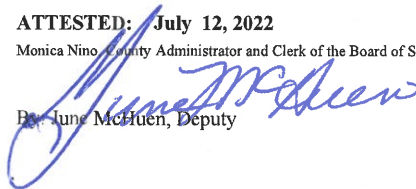
I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Jessica L. Dillingham,
925.957-2453

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy



cc:

APPENDIX "A"

Land Description of a parcel of land in an unincorporated area of the County of Contra Costa, State of California, being a portion of Parcel A of Subdivision MS 223-78 filed October 26, 1979, in Book 82 of Parcel Maps at Page 14, also being a portion of the property described in the deed to WC PROPERTIES (EDENS), LLC, recorded March 29, 2022, as Document Number 2022-0054609, Contra Costa County records, described as follows:

1 – Temporary Construction Easement (DS Properties 17 LP – parcel 3)

A temporary construction easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of eleven months, to commence on January 1, 2023, and terminate on November 30, 2023. The 1064 square feet portion designated as subparcel 3A is for exclusive use for the nine consecutive months of February 1, 2023, thru October 31, 2023.

Beginning at the southwest corner of the property described as Parcel Two in the deed to Contra Costa County, recorded March 29, 1979 in Book 9373 of Official Records at page 222, being a point on the westerly right of way line of Danville Blvd.; thence along said right of way line south $26^{\circ}52'11''$ east, 226.08 feet; thence leaving said right of way line south $12^{\circ}33'02''$ west, 21.29 feet; thence north $27^{\circ}02'34''$ west, 6.55 feet; thence south $62^{\circ}57'26''$ west, 0.64 feet; thence south $12^{\circ}33'02''$ east, 19.45 feet to a tangent curve, concave to the northeast; thence southerly along said curve, having a radius of 10.00 feet, through a central angle of $28^{\circ}00'11''$ an arc length of 4.89 feet; thence south $15^{\circ}27'09''$ east, 4.28 feet to a non-tangent curve, concave to the northeast, a radial to said curve bears north $56^{\circ}11'04''$ west; thence southerly along said curve, having a radius of 16.82 feet, through a central angle of $41^{\circ}39'46''$ an arc length of 12.23 feet to a reverse curve; thence southerly along said curve, having a radius of 17.68 feet, through a central angle of $37^{\circ}09'11''$ an arc length of 11.47 feet to a compound curve; thence southerly along said curve, having a radius of 28.64 feet, through a central angle of $26^{\circ}12'27''$ an arc length of 13.10 feet to a compound curve; thence southwesterly along said curve, having a radius of 146.52 feet, through a central angle of $9^{\circ}32'30''$ an arc length of 24.40 feet to a non-tangent line; thence south $24^{\circ}56'42''$ east, 10.67 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south $24^{\circ}56'42''$ east; thence northeasterly along said curve, having a radius of 157.19 feet, through a central angle of $9^{\circ}32'30''$ an arc length of 26.18 feet to a compound curve; thence northeasterly along said curve, having a radius of 39.31 feet, through a central angle of $6^{\circ}46'51''$ an arc length of 4.65 feet to a non-tangent line; thence south $37^{\circ}36'50''$ east, 38.36 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south $33^{\circ}31'04''$ east; thence southwesterly along said curve, having a radius of 140.00 feet, through a central angle of $8^{\circ}10'05''$ an arc length of 19.96 feet to a non-tangent line; thence south $19^{\circ}16'02''$ east,

16.93 feet; thence north 68°52'42" east, 37.55 feet to a tangent curve, concave to the south; thence southwesterly along said curve, having a radius of 20.00 feet, through a central angle of 84°19'05" an arc length of 29.43 feet; thence south 26°48'13" east, 71.63 feet; thence south 61°37'26" west, 5.20 feet; thence north 26°36'59" west, 27.21 feet; thence south 60°00'06" west, 15.11 feet; thence north 26°46'30" west, 60.49 feet; thence south 68°52'42" west, 41.13 feet; thence north 26°46'30" west, 11.13 feet; thence south 68°41'19" west, 82.15 feet; thence north 21°00'08" west, 49.08 feet; thence north 68°59'52" east, 23.95 feet to a tangent curve, concave to the northwest; thence northeasterly along said curve, having a radius of 124.50 feet, through a central angle of 13°06'57" an arc length of 28.50 feet to a non-tangent line; thence north 21°16'33" west, 13.75 feet to a non-tangent curve, concave to the northwest, a radial to said curve bears south 19°05'57" east; thence northeasterly along said curve, having a radius of 136.49 feet, through a central angle of 5°46'17" an arc length of 13.75 feet to a non-tangent line; thence north 26°01'59" west, 16.07 feet; thence north 63°56'22" east, 37.59 feet to a non-tangent curve, concave to the southeast, a radial to said curve bears north 79°22'58" west; thence northerly along said curve, having a radius of 26.82 feet, through a central angle of 25°27'09" an arc length of 11.91 feet to a compound curve; thence northerly along said curve, having a radius of 4.82 feet, through a central angle of 23°31'09" an arc length of 1.98 feet; thence north 12°33'02" east, 26.60 feet; thence north 26°52'11" west, 63.98 feet; thence north 63°10'22" east, 10.00 feet; thence north 26°52'11" west, 67.89 feet; thence south 63°13'30" west, 27.00 feet; thence north 26°52'11" west, 58.68 feet; thence north 63°13'30" east, 26.89 feet; thence north 26°42'05" west, 177.59 feet; thence south 78°33'26" west, 25.91 feet; thence north 26°42'05" west, 44.20 feet; thence north 63°37'21" east, 30.00 feet to a point on the westerly right of way line of Danville Blvd.; thence along said right of way line south 26°42'05" east, 190.39 feet to the Point of Beginning.

Containing an area of 13,575 square feet of land, more or less (inclusive of subparcel 3A).

Bearings are based on the California Coordinate System of 1983 (CCS83), Zone III. Distances given are ground distances.

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

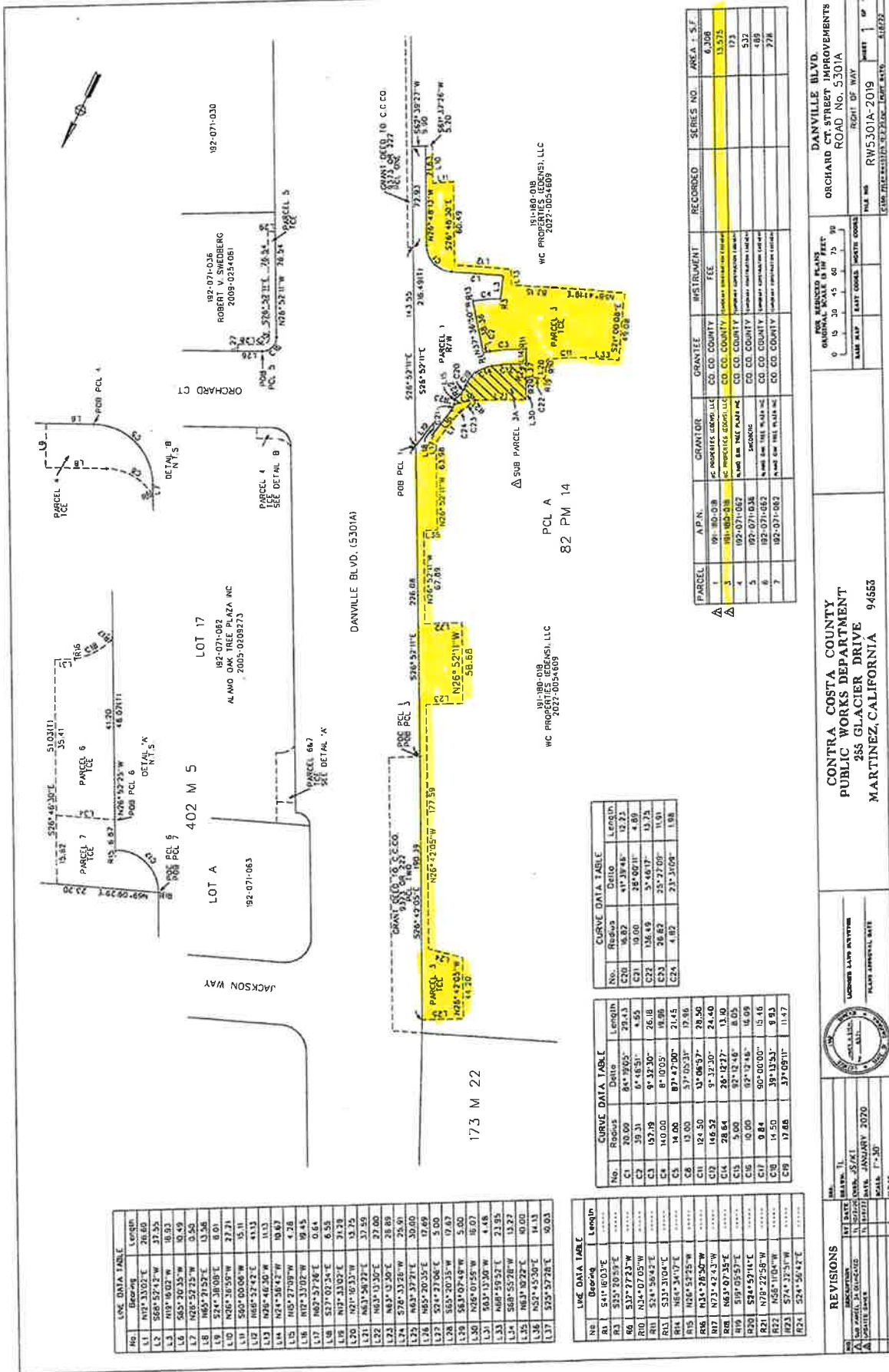


Date: 6/22/2022

EXHIBIT "A"

WC Properties (Edens), LLC
1221 Main Street, Ste., 1000
Columbia, SC 29201

EXHIBIT "B"



NO	Bearing	Length
L1	N12°33'07"E	26.60
L2	S68°57'47"W	37.55
L3	N19°16'02"W	18.93
L4	S85°20'35"W	10.49
L5	N28°52'25"W	0.50
L6	N65°21'57"E	13.56
L7	N24°38'08"E	8.01
L8	N20°30'55"W	27.21
L9	N20°00'06"W	15.11
L10	N65°27'42"E	41.13
L11	N24°58'42"W	10.67
L12	N10°27'08"W	4.78
L13	N10°33'02"W	9.45
L14	S27°02'34"E	6.55
L15	N17°33'02"E	21.28
L16	N21°06'33"W	13.75
L17	N63°58'22"E	37.59
L18	N63°13'30"E	27.00
L19	N63°13'30"E	28.88
L20	S76°33'26"W	25.91
L21	N63°37'21"E	30.00
L22	N65°20'35"E	17.69
L23	S21°27'06"E	5.00
L24	S65°20'35"W	17.67
L25	N25°07'49"W	5.00
L26	N63°13'30"W	4.48
L27	N68°59'52"E	21.95
L28	S68°55'28"W	13.27
L29	N63°10'22"E	40.00
L30	N57°45'30"E	14.13
L31	S25°57'28"E	10.03

No.	Radius	Delta	Length
C20	16.82	117°38'48"	12.23
C21	10.00	28°50'11"	4.89
C22	136.49	5°46'17"	13.75
C23	26.62	25°27'09"	11.91
C24	4.82	23°31'09"	1.88

No.	Radius	Delta	Length
C1	20.00	84°50'25"	29.43
C2	39.31	6°48'51"	4.55
C3	132.18	9°32'30"	26.18
C4	140.00	8°10'05"	18.95
C5	14.00	87°47'00"	21.45
C6	13.00	57°05'31"	17.85
C7	124.50	13°06'57"	28.56
C8	166.52	9°32'30"	24.40
C9	28.84	28°12'27"	13.10
C10	5.00	92°12'48"	8.05
C11	10.00	92°12'48"	16.09
C12	9.84	90°00'00"	15.46
C13	14.50	39°13'34"	9.93
C14	17.88	57°08'11"	11.47

NO	Bearing	Length
R1	S41°16'03"E	*****
R2	S35°30'52"E	*****
R3	S37°27'31"W	*****
R4	N34°07'05"W	*****
R5	S34°56'42"E	*****
R6	S31°31'04"E	*****
R7	N64°34'07"E	*****
R8	N52°52'25"W	*****
R9	N15°28'50"W	*****
R10	N21°42'43"W	*****
R11	N61°02'35"E	*****
R12	S19°05'57"E	*****
R13	S24°59'11"E	*****
R14	N28°22'58"W	*****
R15	N55°18'18"W	*****
R16	S24°32'11"W	*****
R17	S24°56'42"E	*****

PARCEL	A.P.N.	GRANTOR	GRANTEE	INSTRUMENT	RECORDED	SERIES NO.	AREA ± S.F.
1	191-180-018	WC PROPERTIES GEDENSI, LLC	CD CO. COUNTY	FEES			6,308
2	191-180-018	WC PROPERTIES GEDENSI, LLC	CD CO. COUNTY	*****			13,575
3	191-180-018	WC PROPERTIES GEDENSI, LLC	CD CO. COUNTY	*****			173
4	192-071-022	ALAMO OAK TREE PLAZA INC	CD CO. COUNTY	*****			532
5	192-071-036	*****	CD CO. COUNTY	*****			489
6	192-071-052	*****	CD CO. COUNTY	*****			778
7	192-071-052	*****	CD CO. COUNTY	*****			778

CONTRA COSTA COUNTY
PUBLIC WORKS DEPARTMENT
385 GLACIER DRIVE
MARTINEZ, CALIFORNIA 94553

DANVILLE BLVD.
ORCHARD CT STREET IMPROVEMENTS
ROAD NO. 5301A

DATE: 11/20/20
DRAWN: JZK/ML
CHECKED: JZK/ML
DATE: JANUARY 2020
SCALE: 1"=30'

FILE NO: RW5301A-2019
SHEET: 1 OF 1
DATE: 11/20/20



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Urgency Ordinance No. 2022-25

RECOMMENDATION(S):

1. OPEN the public hearing on Ordinance No. 2022-25, RECEIVE testimony, and CLOSE the public hearing.
2. ADOPT Ordinance No. 2022-25, an urgency interim ordinance that extends, through June 7, 2023, a prohibition on unpermitted commercial temporary events, establishes new enforcements mechanisms, and related provisions.
3. DETERMINE that adoption of Ordinance No. 2022-25 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3).
4. DIRECT staff to file a CEQA Notice of Exemption with the County Clerk-Recorder.

FISCAL IMPACT:

None.

BACKGROUND:

On June 7, 2022, the Board of Supervisors adopted Ordinance No. 2022-23, an urgency interim ordinance that immediately implemented regulations related to commercial temporary events, including a prohibition on unpermitted commercial temporary events and new enforcement mechanisms. This urgency ordinance, Ordinance No. 2022-25, would extend the regulations related to commercial temporary events June 7, 2023, while the County continues developing amendments to Ordinance Code Chapter 82-44, the Temporary Events Ordinance of Contra Costa County.

This urgency interim ordinance extension is necessary to address significant negative impacts caused by from an increase in unpermitted commercial events within the County. The County regulates short-term activities and events that are conducted on private property and generate or invite considerable public participation, invitees, or spectators under Chapter 82-44. Chapter 82-44 establishes procedures for evaluating, permitting, and regulating temporary events. These procedures authorize the zoning administrator to approve permits for temporary events and to require permit conditions, or deny permits when necessary. These procedures are necessary to protect and promote the health, safety, and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Francisco Avila, 925-655-2866

cc:

BACKGROUND: (CONT'D)

welfare of the public, temporary event participants, and nearby residents. Under Chapter 82-44, commercial events held on private property without a permit, and commercial events that violate the noise or amplified sound restrictions set forth in Chapter 82-44, are illegal.

In recent months, the number of unpermitted commercial events held on private property has increased. These unpermitted commercial events typically are widely advertised, or require paid admission, or charge for parking. Because they are unpermitted, these commercial events are not subject to any conditions, such as noise restrictions, parking requirements, on-site restroom requirements, and other requirements designed to minimize the impact of these events on the normal free flow of vehicular and pedestrian traffic, minimize the impacts of noise from these events, protect the safety of property, and minimize disturbance and inconvenience to neighbors, neighboring properties, and neighborhoods.

In an effort to deter these unpermitted events, on April 26, 2022, the Board of Supervisors adopted Ordinance No. 2022-16, to increase fine amounts for violations of Chapter 82-44. Ordinance No. 2022-16 establishes the following fine amounts for violations of Chapter 82-44: \$150 for the first violation, \$700 for a second violation occurring within three years of the first violation, and \$2,500 for each additional violation occurring within three years of the first violation. Code enforcement officers have begun to issue increased fines to property owners for holding unpermitted commercial events and for other violations of Chapter 82-44.

The County is not authorized by statute to delegate its code enforcement authority to a community services district, including a community services district that provides police services. Accordingly, the County cannot authorize the Kensington Community Services District to enforce the County's Temporary Events Ordinance or this urgency ordinance.

Adopting this urgency ordinance to extend the regulations related to commercial temporary events will allow staff to continue developing amendments to Chapter 82-44 that will hold commercial event organizers, in addition to property owners, liable for illegal commercial events; will authorize Sheriff's deputies, in addition to code enforcement officers, to enforce Chapter 82-44; and ensure that commercial event organizers do not evade the requirements of Chapter 82-44 by characterizing these commercial events as non-commercial events exempt from the Temporary Events Ordinance's permit requirements.

Staff recommends the Board adopt the proposed urgency ordinance to extend the regulations related to commercial temporary events while DCD prepares amendments to Chapter 82-44 of the County Ordinance Code. The amendments to Chapter 82-44 must be considered by the County Planning Commission before being considered for adoption by the Board of Supervisors, and will not go into effect until 30 days after adoption by the Board. Since the number of unpermitted commercial events held on private property had increased prior to the June 7, 2022 adoption of the regulations proposed for extension, and additional unpermitted events are likely to occur before the proposed amendments to Chapter 82-44 become effective, this urgency ordinance is necessary to protect the public health, safety, and welfare.

CEQA COMPLIANCE

Adoption of the proposed urgency interim ordinance is exempt from CEQA because it can be seen with certainty that adoption of the ordinance will not have a significant effect on the environment. The proposed ordinance would extend temporary regulations related to commercial temporary events. These regulations include a prohibition on unpermitted commercial temporary events and the establishment of new enforcement mechanisms.

CONSEQUENCE OF NEGATIVE ACTION:

The failure to extend the urgency ordinance may result in continued significant negative impacts caused by unpermitted commercial events that adversely affect the general health, safety, and welfare of County residents.

AGENDA ATTACHMENTS

Ordinance No. 2022-25

June 13, 2022 Report

MINUTES ATTACHMENTS

Signed Ordinance No. 2022-25

ORDINANCE NO. 2022-25

URGENCY ORDINANCE EXTENDING REGULATIONS RELATED TO COMMERCIAL
TEMPORARY EVENTS

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. The purpose of this urgency interim ordinance is to extend regulations related to commercial temporary events while the County considers preparing amendments to Ordinance Code Chapter 82-44, the Temporary Events Ordinance of Contra Costa County, to establish permanent regulations to address impacts cause by commercial temporary events.
- B. The County regulates short-term activities and events that are conducted on private property and generate or invite considerable public participation, invitees, or spectators under Chapter 82-44.
- C. Chapter 82-44 establishes procedures for evaluating, permitting, and regulating temporary events. These procedures authorize the zoning administrator to approve permits for temporary events and to require permit conditions, or deny permits when necessary. These procedures are necessary to protect and promote the health, safety, and welfare of the public, temporary event participants, and nearby residents.
- D. Under Chapter 82-44, commercial events held on private property without a permit, and commercial events that violate the noise or amplified sound restrictions set forth in Chapter 82-44, are illegal.
- E. On April 26, 2022, the Board of Supervisors adopted Ordinance No. 2022-16, which increased fine amounts for violations of Chapter 82-44, including illegal commercial events. Ordinance No. 2022-16 establishes the following fine amounts for these violations: \$150 for the first violation, \$700 for a second violation occurring within three years of the first violation, and \$2,500 for each additional violation occurring within three years of the first violation.
- F. Over the past year and especially within the last month, the number of unpermitted commercial events held on private property has increased. These unpermitted commercial events typically are widely advertised, or require paid admission, or charge for parking, or are otherwise open to the public. Because they are unpermitted, these commercial events are not subject to any conditions, such as noise restrictions, parking requirements, on-site restroom requirements, and other requirements designed to minimize the impacts of these events on the normal free flow of vehicular and pedestrian traffic, minimize the impacts of noise from temporary events, protect the safety of property, and minimize disturbance and inconvenience to neighbors, neighboring properties, and neighborhoods.

- G. The Department of Conservation and Development is preparing amendments to Chapter 82-44 that will hold commercial event organizers, in addition to property owners, liable for illegal commercial events; authorize Sheriff’s deputies, in addition to code enforcement officers, to enforce Chapter 82-44; and ensure that commercial event organizers do not evade the requirements of Chapter 82-44 by characterizing these commercial events as non-commercial events exempt from the Temporary Events Ordinance’s permit requirements.
- H. The proposed amendments to Chapter 82-44 must be considered by the Planning Commission before being considered for adoption by the Board of Supervisors, and will not go into effect until 30 days after adoption by the Board.
- I. On June 7, 2022, the Board of Supervisors adopted Ordinance No. 2022-23, an urgency interim ordinance regulating commercial temporary events. Ordinance No. 2022-23 prohibits unpermitted commercial events; holds commercial event organizers, in addition to property owners, liable for illegal commercial events; and authorizes Sheriff’s deputies, in addition to code enforcement officers, to enforce Chapter 82-44.
- J. This ordinance, extending the regulations established by Ordinance No. 2022-23, is necessary to proceed with an orderly planning process that takes into account consideration of the amendments to the County’s Temporary Events Ordinance. Since the number of unpermitted commercial events held on private property has increased, and additional unpermitted events are likely to occur before the proposed amendments to Chapter 82-44 become effective, this urgency interim ordinance is necessary to protect the public health, safety, and welfare by extending these new commercial event regulations.

Section 2. Extension. The regulations established by Ordinance No. 2022-23 are extended for 10 months and 15 days, through June 7, 2023.

Section 3. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) “Event” means an occasion on private property organized for a particular and limited purpose and time and is an organized outdoor assemblage that: exceeds 75 persons at a venue in a residential zoning district or at a residence in any other zoning district or on a vacant lot; or exceeds 150 persons at any other venue or location. “At a residence” means located wholly or in part on a parcel that includes a residence. “Events” include athletic events, arts and crafts shows, garden parties, carnivals, circuses, fairs, festivals, musical concerts and other cultural or live entertainment events, and swap meets. An outdoor assemblage of 75 or fewer persons at a venue in a residential zoning district or at a residence in any other zoning district or on a vacant lot, or 150 or fewer persons at any other venue or location, is not an “event” for purposes of this ordinance.
- (b) “Commercial event” means an event intended to generate financial gain for the sponsors of the event, or to advertise products, goods or services. An event that requires paid admission or charges for parking or that is open or advertised to the general public is presumed to be a commercial event. An event sponsored by or intended to benefit any

organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code is not a commercial event.

- (c) “Outdoor assemblage” means any assemblage that is not wholly contained within the interior of a residence. An “outdoor assemblage” includes any assemblage in an accessory structure, including but not limited to a barn or tent.
- (d) “Persons at a venue” means the total of all attendees, invitees, caterers, event monitors, security, and all other persons who are at an event venue.
- (e) “Vacant lot” means a lot or parcel that is unimproved.
- (f) “Venue” means the site, lot, parcel, contiguous lots or parcels under common ownership, location, area, or facility where an event is held or is proposed to be held.

Section 4. Unpermitted Commercial Events Prohibited.

No commercial event may be held on private property without a permit issued under Chapter 82-44.

Section 5. Noise Restrictions.

No event may exceed the noise levels specified in Section 82-44.410.

Section 6. Responsible Party Liability.

- (a) A person violates this ordinance or Chapter 82-44 if an event that violates this ordinance or Chapter 82-44 is held on property that the person owns, rents, leases, or otherwise has possession of, regardless of whether the person is present when the violation occurs.
- (b) A person violates this ordinance or Chapter 82-44 if an event that the person organizes, supervises, sponsors, conducts, allows, or controls violates this ordinance or Chapter 82-44.

Section 7. Enforcement.

- (a) This ordinance may be enforced by any remedy allowed under the Contra Costa County Ordinance Code or any other remedy allowed by law. These remedies include, but are not limited to, administrative fines, infraction citations, and cease and desist (abatement) orders.
- (b) The following officials and their designees are authorized to enforce this ordinance and Chapter 82-44:
 - (1) Director of Conservation and Development.
 - (2) Sheriff.

- (c) Nothing in this ordinance is intended to preclude the enforcement by any Sheriff's deputy of Penal Code section 415, the disturbing the peace statute.
- (d) In the event of a conflict between this ordinance and any conditions or requirements of a land use permit issued by the County, the conditions or requirements of the land use permit will govern.

Section 8. Reports. In accordance with subdivision (d) of Government Code section 65858, ten days before this ordinance and any extension of it expires, the Conservation and Development Department shall file with the Clerk of the Board a written report describing the measures taken to alleviate the conditions that led to the adoption of this urgency interim ordinance.

Section 9. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, that 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 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 10. 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 11. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors and shall continue in effect through June 7, 2023, pursuant to Government Code section 65858.

Section 12. 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 July 12, 2022, 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]

ORDINANCE NO. 2022-25

URGENCY ORDINANCE EXTENDING REGULATIONS RELATED TO COMMERCIAL
TEMPORARY EVENTS

The Contra Costa County Board of Supervisors ordains as follows:

Section 1. Findings.

- A. The purpose of this urgency interim ordinance is to extend regulations related to commercial temporary events while the County considers preparing amendments to Ordinance Code Chapter 82-44, the Temporary Events Ordinance of Contra Costa County, to establish permanent regulations to address impacts cause by commercial temporary events.
- B. The County regulates short-term activities and events that are conducted on private property and generate or invite considerable public participation, invitees, or spectators under Chapter 82-44.
- C. Chapter 82-44 establishes procedures for evaluating, permitting, and regulating temporary events. These procedures authorize the zoning administrator to approve permits for temporary events and to require permit conditions, or deny permits when necessary. These procedures are necessary to protect and promote the health, safety, and welfare of the public, temporary event participants, and nearby residents.
- D. Under Chapter 82-44, commercial events held on private property without a permit, and commercial events that violate the noise or amplified sound restrictions set forth in Chapter 82-44, are illegal.
- E. On April 26, 2022, the Board of Supervisors adopted Ordinance No. 2022-16, which increased fine amounts for violations of Chapter 82-44, including illegal commercial events. Ordinance No. 2022-16 establishes the following fine amounts for these violations: \$150 for the first violation, \$700 for a second violation occurring within three years of the first violation, and \$2,500 for each additional violation occurring within three years of the first violation.
- F. Over the past year and especially within the last month, the number of unpermitted commercial events held on private property has increased. These unpermitted commercial events typically are widely advertised, or require paid admission, or charge for parking, or are otherwise open to the public. Because they are unpermitted, these commercial events are not subject to any conditions, such as noise restrictions, parking requirements, on-site restroom requirements, and other requirements designed to minimize the impacts of these events on the normal free flow of vehicular and pedestrian traffic, minimize the impacts of noise from temporary events, protect the safety of property, and minimize disturbance and inconvenience to neighbors, neighboring properties, and neighborhoods.

- G. The Department of Conservation and Development is preparing amendments to Chapter 82-44 that will hold commercial event organizers, in addition to property owners, liable for illegal commercial events; authorize Sheriff's deputies, in addition to code enforcement officers, to enforce Chapter 82-44; and ensure that commercial event organizers do not evade the requirements of Chapter 82-44 by characterizing these commercial events as non-commercial events exempt from the Temporary Events Ordinance's permit requirements.
- H. The proposed amendments to Chapter 82-44 must be considered by the Planning Commission before being considered for adoption by the Board of Supervisors, and will not go into effect until 30 days after adoption by the Board.
- I. On June 7, 2022, the Board of Supervisors adopted Ordinance No. 2022-23, an urgency interim ordinance regulating commercial temporary events. Ordinance No. 2022-23 prohibits unpermitted commercial events; holds commercial event organizers, in addition to property owners, liable for illegal commercial events; and authorizes Sheriff's deputies, in addition to code enforcement officers, to enforce Chapter 82-44.
- J. This ordinance, extending the regulations established by Ordinance No. 2022-23, is necessary to proceed with an orderly planning process that takes into account consideration of the amendments to the County's Temporary Events Ordinance. Since the number of unpermitted commercial events held on private property has increased, and additional unpermitted events are likely to occur before the proposed amendments to Chapter 82-44 become effective, this urgency interim ordinance is necessary to protect the public health, safety, and welfare by extending these new commercial event regulations.

Section 2. Extension. The regulations established by Ordinance No. 2022-23 are extended for 10 months and 15 days, through June 7, 2023.

Section 3. Definitions. For purposes of this ordinance, the following words and phrases have the following meanings:

- (a) "Event" means an occasion on private property organized for a particular and limited purpose and time and is an organized outdoor assemblage that: exceeds 75 persons at a venue in a residential zoning district or at a residence in any other zoning district or on a vacant lot; or exceeds 150 persons at any other venue or location. "At a residence" means located wholly or in part on a parcel that includes a residence. "Events" include athletic events, arts and crafts shows, garden parties, carnivals, circuses, fairs, festivals, musical concerts and other cultural or live entertainment events, and swap meets. An outdoor assemblage of 75 or fewer persons at a venue in a residential zoning district or at a residence in any other zoning district or on a vacant lot, or 150 or fewer persons at any other venue or location, is not an "event" for purposes of this ordinance.
- (b) "Commercial event" means an event intended to generate financial gain for the sponsors of the event, or to advertise products, goods or services. An event that requires paid admission or charges for parking or that is open or advertised to the general public is presumed to be a commercial event. An event sponsored by or intended to benefit any

organization that is exempt from taxation under Section 501(c)(3) or Section 501(c)(4) of the United States Internal Revenue Code is not a commercial event.

- (c) “Outdoor assemblage” means any assemblage that is not wholly contained within the interior of a residence. An “outdoor assemblage” includes any assemblage in an accessory structure, including but not limited to a barn or tent.
- (d) “Persons at a venue” means the total of all attendees, invitees, caterers, event monitors, security, and all other persons who are at an event venue.
- (e) “Vacant lot” means a lot or parcel that is unimproved.
- (f) “Venue” means the site, lot, parcel, contiguous lots or parcels under common ownership, location, area, or facility where an event is held or is proposed to be held.

Section 4. Unpermitted Commercial Events Prohibited.

No commercial event may be held on private property without a permit issued under Chapter 82-44.

Section 5. Noise Restrictions.

No event may exceed the noise levels specified in Section 82-44.410.

Section 6. Responsible Party Liability.

- (a) A person violates this ordinance or Chapter 82-44 if an event that violates this ordinance or Chapter 82-44 is held on property that the person owns, rents, leases, or otherwise has possession of, regardless of whether the person is present when the violation occurs.
- (b) A person violates this ordinance or Chapter 82-44 if an event that the person organizes, supervises, sponsors, conducts, allows, or controls violates this ordinance or Chapter 82-44.

Section 7. Enforcement.

- (a) This ordinance may be enforced by any remedy allowed under the Contra Costa County Ordinance Code or any other remedy allowed by law. These remedies include, but are not limited to, administrative fines, infraction citations, and cease and desist (abatement) orders.
- (b) The following officials and their designees are authorized to enforce this ordinance and Chapter 82-44:
 - (1) Director of Conservation and Development.
 - (2) Sheriff.

- (c) Nothing in this ordinance is intended to preclude the enforcement by any Sheriff's deputy of Penal Code section 415, the disturbing the peace statute.
- (d) In the event of a conflict between this ordinance and any conditions or requirements of a land use permit issued by the County, the conditions or requirements of the land use permit will govern.

Section 8. Reports. In accordance with subdivision (d) of Government Code section 65858, ten days before this ordinance and any extension of it expires, the Conservation and Development Department shall file with the Clerk of the Board a written report describing the measures taken to alleviate the conditions that led to the adoption of this urgency interim ordinance.

Section 9. Severability. If any provision or clause of this ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, that 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 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 10. 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 11. Effective Date. This ordinance becomes effective immediately upon passage by four-fifths vote of the Board of Supervisors and shall continue in effect through June 7, 2023, pursuant to Government Code section 65858.

Section 12. 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 July 12, 2022, by the following vote:

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

NOES: None

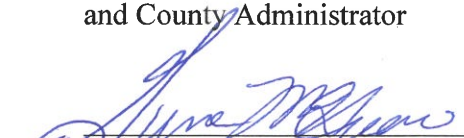
ABSENT: None

ABSTAIN: None

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


Board Chair Karen Mitchoff

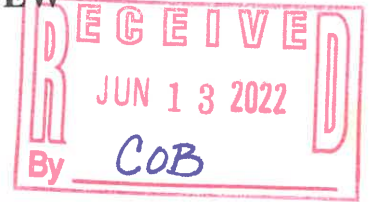
By:


Deputy Clerk June McHuen

[SEAL]

**REPORT ON URGENCY INTERIM ORDINANCE NO. 2022-23
PROHIBITING UNPERMITTED COMMERCIAL
TEMPORARY EVENTS, ESTABLISHING NEW
ENFORCEMENT MECHANISMS, AND
RELATED PROVISIONS.**

June 13, 2022




Pursuant to Government Code, §65858 (d), the following report describes the measures taken to alleviate the condition that led to the adoption of an urgency interim ordinance (Ordinance No. 2022-23) prohibiting unpermitted commercial temporary events, establishing new enforcement mechanisms, and related provisions for temporary events within the unincorporated area of Contra Costa County.

On June 7, 2022, the Board of Supervisors adopted Urgency Interim Ordinance No. 2022-23 prohibiting unpermitted commercial events, establishing new enforcement mechanisms, and related provisions for temporary events within the unincorporated area of Contra Costa County, in order to prevent impacts to public health, safety and welfare that may have resulted from the proliferation of such uses. Unless the Board of Supervisors authorizes an extension, the interim ordinance is set to expire on July 21, 2022.

Additional time is needed for the Department of Conservation and Development and other County agencies, to research, analyze and prepare a permanent ordinance addressing the individual and cumulative impacts associated with temporary events in the unincorporated area of the County. At this point, the additional measures taken to alleviate the conditions that led the Board to adopt the Urgency Interim Ordinance No. 2022-23 include:

- **Coordination of an inter-departmental staff meeting identifying and discussing potential issues and concerns relating to the unpermitted temporary events in the unincorporated area of the County;**
- **Prepared Ordinance No. 2022-16, which increased fines and administrative penalty amounts for violations of the County Ordinance Code, which was adopted by the Board of Supervisors on April 26, 2022;**
- **Prepared for adoption by the Contra Costa County Board of Supervisors an extension of the urgency interim ordinance extending Ordinance No. 2022-23 an additional ten months and 15 days to April 5, 2023, for adoption by the Board on July 19, 2022.**


_____, June 13, 2022
Francisco Avila, Principal Planner
Contra Costa County, Department of Conservation and
Development



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Hearing to consider County Service Area (CSA) EM-1 Tentative Report (Measure H)

RECOMMENDATION(S):

1. OPEN the public hearing; RECEIVE public comments and CLOSE the public hearing.
2. CONSIDER all objections or protests to the Tentative Report.
3. ADOPT the assessment set forth in the Tentative Report.
4. ADOPT Resolution No. 2022/213, confirming the Tentative Report and the assessment set forth therein.

FISCAL IMPACT:

There is no General Fund impact. Proposed FY 2022/23 assessments for County Service Area (CSA) EM-1 total \$238,421.22 for Zone A and \$4,641,035.00 for Zone B.

BACKGROUND:

Revenues from the CSA EM-1 assessments are used to provide an enhanced countywide emergency medical service system as approved by the voters with the passage of Measure H in November 1988. Enhanced EMS services include additional staffed paramedic units to respond to 9-1-1 calls: support for firefighter EMS first responder programs, EMS communications and miscellaneous EMS enhancements.

The basic assessment rates proposed are \$3.94 per single-family residence or benefit unit for Zone A (San Ramon Valley) and \$10.00 per single-family residence or benefit unit for Zone B (balance of county). The lower rate for Zone A reflects the fact that certain EMS enhancements are funded by other revenue sources in the San Ramon Valley area. The proposed FY 2022/23 rates are unchanged from the previous year.

After confirmation of the Tentative Report, a Final Report will be prepared in conformance with the official assessment roll for Fiscal Year 2022/23. The Final Report will then be presented to the Board of Supervisors for confirmation. That confirmation will constitute the levy of the assessment.

APPROVE
 OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Marshall Bennett, (925) 608-8544

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to set the County Service Area EM-1 assessment rates prior to August 10, 2022, may result in the EM-1 assessments not being included in property tax bills countywide.

AGENDA ATTACHMENTS

Resolution 2022/213

CSA EM-1 FY 2022/23 Tentative Report

MINUTES ATTACHMENTS

Signed Resolution No. 2022/213

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

Adopted this Resolution on 07/12/2022 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. 2022/213

IN THE MATTER OF:

Confirming the Final Report for County Service Area EM-1 (Emergency Medical Services) Fiscal Year 2022-23 and Approval of Assessments.

WHEREAS County Service Area EM-1 has been established to provide enhanced emergency medical services as miscellaneous extended services pursuant to the County Service Area Law (Government Code Sections 25210.1 and following).

WHEREAS, the Board, on July 12, 2022, held a public hearing and thereafter adopted Tentative Report for CSA EM-1, Fiscal Year 2022-23 has been filed with the Clerk of the Board pursuant to Ordinance Code Section 1012-2.602.

WHEREAS the Tentative Report sets forth proposed assessments for Zone A and Zone B, which have been established within CSA EM-1 to receive specified miscellaneous services.

WHEREAS notice of a Board hearing on the Tentative Report was published pursuant to Government Code Section 6066; and

WHEREAS, at the public hearing, the Board afforded to every interested person an opportunity to protest or object to the Tentative Report, either in writing or orally, and the Board has considered each protest and objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby confirms the Tentative Report for CSA EM-1, Fiscal Year 2022-23, and the assessments identified therein for Fiscal Year 2022-23.

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

ATTESTED: July 12, 2022

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

Contact: Marshall Bennett, (925) 608-8544

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 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/213

IN THE MATTER OF:

Confirming the Final Report for County Service Area EM-1 (Emergency Medical Services) Fiscal Year 2022-23 and Approval of Assessments.

WHEREAS County Service Area EM-1 has been established to provide enhanced emergency medical services as miscellaneous extended services pursuant to the County Service Area Law (Government Code Sections 25210.1 and following).

WHEREAS, the Board, on July 12, 2022, held a public hearing and thereafter adopted Tentative Report for CSA EM-1, Fiscal Year 2022-23 has been filed with the Clerk of the Board pursuant to Ordinance Code Section 1012-2.602.

WHEREAS the Tentative Report sets forth proposed assessments for Zone A and Zone B, which have been established within CSA EM-1 to receive specified miscellaneous services.

WHEREAS notice of a Board hearing on the Tentative Report was published pursuant to Government Code Section 6066; and

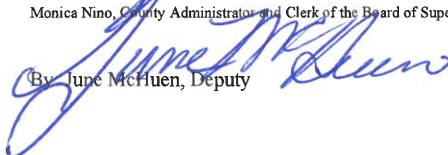
WHEREAS, at the public hearing, the Board afforded to every interested person an opportunity to protest or object to the Tentative Report, either in writing or orally, and the Board has considered each protest and objection.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby confirms the Tentative Report for CSA EM-1, Fiscal Year 2022-23, and the assessments identified therein for Fiscal Year 2022-23.

I hereby certify that this 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: Marshall Bennett, (925) 608-8544

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: 
June McHuen, Deputy

cc:

May 27, 2022

TO: Clerk of the Board

FROM: Marshall Bennett, EMS Director *MB*

SUBJ: Filing of Tentative Report for CSA EM-1, FY 2022-23

Attached is the tentative report for CSA EM-1 for FY 2022-23 filed pursuant to Ordinance Code Section 1012-2.602. Also attached is a copy of the notice of the Board Hearing, which you have set for July 12, 2022, at 9:30 a.m. This notice is being published pursuant to Government Code Section 6066 and the appropriate affidavit of publication will be forwarded to you.

A Board Resolution and Board Order have been prepared and will be submitted with the required number of copies through the normal channels.

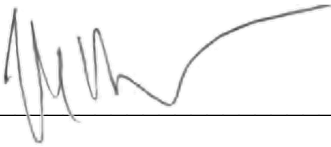
Thank you.

Attachments

cc: County Administrator
Health Services Director

May 27, 2022

The attached Tentative Report for County Service Area EM-1 (Zones A and B) for Fiscal Year 2022-23 is hereby filed pursuant to Ordinance Code Section 1012-2.602.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Marshall Bennett, EMS Director

**CONTRA COSTA HEALTH SERVICES
Emergency Medical Services Agency**

May 27, 2022

County Service Area EM-1 (Zones A and B)

Tentative Report

Fiscal Year 2022-23

County Service Area EM-1 has been established to provide enhanced emergency medical services as a miscellaneous extended service within two designated zones:

Zone A: Those parcels located within the territory of the San Ramon Valley Fire Protection District.

Zone B: Those parcels located within Contra Costa County, but not within Zone A, above.

ASSESSMENTS will be levied on each parcel based upon a formula using the following factors:

BENEFIT UNIT: A number of BENEFIT UNITS has been assigned to each parcel based upon the Assessor's Use Code classification. For example, a single-family residence (Use Code 11) is assigned one BENEFIT UNIT. Parcels with other Use Code classifications are assigned a number of BENEFIT UNITS based upon the relative benefit from the miscellaneous extended services provided under CSA EM-1. Exhibit A is a Table of BENEFIT UNITS showing the number of BENEFIT UNITS assigned parcels for each Use Code classification.

RATE: The RATE is the dollar amount of the ASSESSMENT levied per BENEFIT UNIT. Separate RATES have been established for each zone based upon the miscellaneous extended services to be provided within that zone.

The formula for calculating the ASSESSMENT on each parcel is as follows:

$$\text{ASSESSMENT} = \text{BENEFIT UNITS} \times \text{RATE}$$

Zone A

The RATE which has been established for Zone A is:

\$3.94 per BENEFIT UNIT

Exhibit B is the "Zone A - Table of Assessments," showing the ASSESSMENT established for each parcel according to its USE CODE. A description of each parcel and the USE CODE number assigned thereto is contained in Exhibit C.

The total ASSESSMENTS for Zone A are \$238,421.22 based upon 51,862 ASSESSED PARCELS.

Zone B

The RATE which has been established for Zone B is:

\$10.00 per BENEFIT UNIT

Exhibit D is the "Zone B - Table of Assessments," showing the ASSESSMENT established for each parcel according to its USE CODE. A description of each parcel and the USE CODE number of assigned thereto is contained in Exhibit E.

The total ASSESSMENTS for Zone B are \$4,641,035.00 based upon 300,495 ASSESSED PARCELS.

**COUNTY SERVICE AREA EM-1
(ZONES A AND B)**

Table of Benefit Units

Benefit Units	Use Code	Description
RESIDENTIAL:		
0.0	10	Vacant, unbuildable
1.0	11	Single family, 1 residential on 1 Site and Duets w/o minor common areas
1.0	12	Single family, 1 residential on 2 or more sites
2.0	13	Single family, 2 or more residential on 1 or more sites
1.0	14	Single family on other than single family land
0.0	15	Miscellaneous improvements, 1 or more site, incl. trees and vines
0.0	16	Single family attached residence, townhouse, and duets
0.0	17	Vacant, 1 site (includes PUD sites)
0.5	18	Vacant, 2 or more sites
1.0	19	Single family detached res. with major common area (pool, tennis, clubhouse, or other amenities), Cluster Homes
MULTIPLE:		
0.5	20	Vacant
2.0	21	Duplex
3.0	22	Triplex
4.0	23	Fourplex
3.0	24	Combinations, e.g., single and a double
5.0	25	Apartments, 5-12 units, inclusive
13.0	26	Apartments, 13-24 units, inclusive
25.0	27	Apartments, 25-59 units, inclusive
60.0	28	Apartments, 60 units or more
1.0	29	Condos, cooperatives (-1 Single Family) (-2 Rossmoor)
COMMERCIAL:		
0.5	30	Vacant
3.0	31	Commercial stores (not supermarkets)
3.0	32	Small grocery stores (7-11, mom and pop, quick stop)
3.0	33	Office buildings
10.0	34	Medical, dental
3.0	35	Service stations; car washes; bulk plants; mini lube
3.0	36	Auto repair
3.0	37	Community facilities; recreational; swim pool association
3.0	38	Golf courses
3.0	39	Bowling alleys

**COUNTY SERVICE AREA EM-1
(ZONES A AND B)**

**Table of Benefit Units
(Continued)**

Benefit Units	Use Code	Description
COMMERCIAL		
3.0	40	Boat Harbors
3.0	41	Supermarkets (not in shopping centers)
15.0	42	Shopping centers (all parcels include vacant for future shopping center)
3.0	43	Financial buildings (insurance and title companies, banks, savings, and loans)
20.0	44	Motels, hotels, and mobile home parks
3.0	45	Theaters
3.0	46	Drive-in restaurants (hamburgers, taco, etc.)
3.0	47	Restaurants (not drive-in; inside service only)
3.0	48	Multiple and commercial; miscellaneous improved
3.0	49	New car auto agencies
INDUSTRIAL:		
0.5	50	Vacant Land
20.0	51	Industrial Park (with structures)
3.0	52	Research and Development, with or without structures
20.0	53	Light industrial
500.0	54	Heavy industrial
3.0	55	Mini-warehouse (public storage)
3.0	56	Miscellaneous improvements, including trees & vines on light or heavy industrial
0.0	57	(unassigned)
0.0	58	(unassigned)
0.0	59	Pipeline rights-of-way
LAND:		
0.0	60	(unassigned)
1.0	61	Rural, residential improved; 1 to 10 acres
1.0	62	Rural, with or without miscellaneous structures, 1 to 10 acres
1.0	63	Urban acreage, 10 to 40 acres
2.0	64	Urban acreage, more than 40 acres
1.0	65	Orchards, vineyards, row crops, irrigated pastures, 10 to 40 acres
2.0	66	Orchards, vineyards, row crops, irrigated pastures over 40 acres
1.0	67	Dry farming, grazing and pasturing, 10 to 40 acres
2.0	68	Dry farming, grazing and pasturing, over 40 acres
1.0	69	Agricultural preserves

**COUNTY SERVICE AREA EM-1
(ZONES A AND B)**

**Table of Benefit Units
(Continued)**

Benefit Units	Use Code	Description
INSTITUTIONAL:		
50.0	70	Convalescent hospitals and rest homes
0.0	71	Churches
1.0	72	Schools & colleges, public or private, with or without improvements
100.0	73	Hospitals, with or without improvements
1.0	74	Cemeteries, mortuaries
1.0	75	Fraternal and service organizations, group homes, shelters
25.0	76	Retirement housing complex
0.0	77	Cultural uses (libraries, museums)
3.0	78	Parks and playgrounds
0.0	79	Government- owned, with or without buildings (federal, state, city, BART)
MISCELLANEOUS:		
0.0	80	Mineral rights (productive/nonproductive)
0.0	81	Private roads
3.0	82	Pipelines and canals
0.0	83	State board assessed parcels
1.0	84	Utilities, with or without buildings (not assessed by SBE)
1.0	85	Public and private parking
1.0	86	Taxable municipally- owned property
0.0	87	Common area parcels in PUD's (open spaces, recreational facilities)
0.0	88	Mobile home
0.0	89	Other, split parcels in different Tax Code Areas
1.0	99	Awaiting assignment

COUNTY SERVICE AREA EM-1

Zone A - Table of Assessments

Use Code	Benefit Units	Zone A Rate	Assessment
10	0.0	\$3.94	\$0.00
11	1.0	\$3.94	\$3.94
12	1.0	\$3.94	\$3.94
13	2.0	\$3.94	\$7.88
14	1.0	\$3.94	\$3.94
15	0.0	\$3.94	\$0.00
16	0.0	\$3.94	\$0.00
17	0.0	\$3.94	\$0.00
18	0.5	\$3.94	\$1.97
19	1.0	\$3.94	\$3.94
20	0.5	\$3.94	\$1.97
21	2.0	\$3.94	\$7.88
22	3.0	\$3.94	\$11.82
23	4.0	\$3.94	\$15.76
24	3.0	\$3.94	\$11.82
25	5.0	\$3.94	\$19.70
26	13.0	\$3.94	\$51.22
27	25.0	\$3.94	\$98.50
28	60.0	\$3.94	\$236.40
29	1.0	\$3.94	\$3.94
30	0.5	\$3.94	\$1.97
31	3.0	\$3.94	\$11.82
32	3.0	\$3.94	\$11.82
33	3.0	\$3.94	\$11.82
34	10.0	\$3.94	\$39.40
35	3.0	\$3.94	\$11.82
36	3.0	\$3.94	\$11.82
37	3.0	\$3.94	\$11.82
38	3.0	\$3.94	\$11.82
39	3.0	\$3.94	\$11.82
40	3.0	\$3.94	\$11.82
41	3.0	\$3.94	\$11.82
42	5.0	\$3.94	\$59.10

COUNTY SERVICE AREA EM-1

Zone A- Table of Assessments
(continued)

Use Code	Benefit Units	Zone A Rate	Assessment
43	3.0	\$3.94	\$11.82
44	0.0	\$3.94	\$78.80
45	3.0	\$3.94	\$11.82
46	3.0	\$3.94	\$11.82
47	3.0	\$3.94	\$11.82
48	3.0	\$3.94	\$11.82
49	3.0	\$3.94	\$11.82
50	0.5	\$3.94	\$1.97
51	0.0	\$3.94	\$78.80
52	3.0	\$3.94	\$11.82
53	0.0	\$3.94	\$78.80
54	500.0	\$3.94	\$1,970.00
55	3.0	\$3.94	\$11.82
56	3.0	\$3.94	\$11.82
57	0.0	\$3.94	\$0.00
58	0.0	\$3.94	\$0.00
59	0.0	\$3.94	\$0.00
60	0.0	\$3.94	\$0.00
61	1.0	\$3.94	\$3.94
62	1.0	\$3.94	\$3.94
63	1.0	\$3.94	\$3.94
64	2.0	\$3.94	\$7.88
65	1.0	\$3.94	\$3.94
66	2.0	\$3.94	\$7.88
67	1.0	\$3.94	\$3.94
68	2.0	\$3.94	\$7.88
69	1.0	\$3.94	\$3.94
70	50.0	\$3.94	\$197.00
71	0.0	\$3.94	\$0.00
72	1.0	\$3.94	\$3.94
73	100.0	\$3.94	\$394.00
74	1.0	\$3.94	\$3.94
75	1.0	\$3.94	\$3.94

COUNTY SERVICE AREA EM-1

Zone A - Table of Assessments
(continued)

Use Code	Benefit Units	Zone A Rate	Assessment
76	25.0	\$3.94	\$98.50
77	0.0	\$3.94	\$0.00
78	3.0	\$3.94	\$11.82
79	0.0	\$3.94	\$0.00
80	0.0	\$3.94	\$0.00
81	0.0	\$3.94	\$0.00
82	3.0	\$3.94	\$11.82
83	0.0	\$3.94	\$0.00
84	1.0	\$3.94	\$3.94
85	1.0	\$3.94	\$3.94
86	1.0	\$3.94	\$3.94
87	0.0	\$3.94	\$0.00
88	0.0	\$3.94	\$0.00
89	0.0	\$3.94	\$0.00
99	1.0	\$3.94	\$3.94

COUNTY SERVICE AREA EM-1

Zone A - Parcel Descriptions, Use Codes, and Benefit Units

On file at:

Contra Costa Emergency Medical Services Agency
777 Arnold Drive, Suite 110, Martinez, CA 94553

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments

Use Code	Benefit Units	Zone B Rate	Assessment
10	0.0	\$10.00	\$0.00
11	1.0	\$10.00	\$10.00
12	1.0	\$10.00	\$10.00
13	2.0	\$10.00	\$20.00
14	1.0	\$10.00	\$10.00
15	0.0	\$10.00	\$0.00
16	0.0	\$10.00	\$0.00
17	0.0	\$10.00	\$0.00
18	0.5	\$10.00	\$5.00
19	1.0	\$10.00	\$10.00
20	0.5	\$10.00	\$5.00
21	2.0	\$10.00	\$20.00
22	3.0	\$10.00	\$30.00
23	4.0	\$10.00	\$40.00
24	3.0	\$10.00	\$30.00
25	5.0	\$10.00	\$50.00
26	13.0	\$10.00	\$130.00
27	25.0	\$10.00	\$250.00
28	60.0	\$10.00	\$600.00
29	1.0	\$10.00	\$10.00
30	0.5	\$10.00	\$5.00
31	3.0	\$10.00	\$30.00
32	3.0	\$10.00	\$30.00
33	3.0	\$10.00	\$30.00
34	10.0	\$10.00	\$100.00
35	3.0	\$10.00	\$30.00
36	3.0	\$10.00	\$30.00
37	3.0	\$10.00	\$30.00
38	3.0	\$10.00	\$30.00
39	3.0	\$10.00	\$30.00
40	3.0	\$10.00	\$30.00
41	3.0	\$10.00	\$30.00
42	15.0	\$10.00	\$150.00
43	3.0	\$10.00	\$30.00

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments
(continued)

Use Code	Benefit Units	Zone B Rate	Assessment
44	20.0	\$10.00	\$200.00
45	3.0	\$10.00	\$30.00
46	3.0	\$10.00	\$30.00
47	3.0	\$10.00	\$30.00
48	3.0	\$10.00	\$30.00
49	3.0	\$10.00	\$30.00
50	0.5	\$10.00	\$5.00
51	20.0	\$10.00	\$200.00
52	3.0	\$10.00	\$30.00
53	20.0	\$10.00	\$200.00
54	500.0	\$10.00	\$5,000.00
55	3.0	\$10.00	\$30.00
56	3.0	\$10.00	\$30.00
57	0.0	\$10.00	\$0.00
58	0.0	\$10.00	\$0.00
59	0.0	\$10.00	\$0.00
60	0.0	\$10.00	\$0.00
61	1.0	\$10.00	\$10.00
62	1.0	\$10.00	\$10.00
63	1.0	\$10.00	\$10.00
64	2.0	\$10.00	\$20.00
65	1.0	\$10.00	\$10.00
66	2.0	\$10.00	\$20.00
67	1.0	\$10.00	\$10.00
68	2.0	\$10.00	\$20.00
69	1.0	\$10.00	\$10.00
70	50.0	\$10.00	\$500.00
71	0.0	\$10.00	\$0.00
72	1.0	\$10.00	\$10.00
73	100.0	\$10.00	\$1,000.00
74	1.0	\$10.00	\$10.00
75	1.0	\$10.00	\$10.00
76	25.0	\$10.00	\$250.00

COUNTY SERVICE AREA EM-1

Zone B - Table of Assessments
(continued)

Use Code	Benefit Units	Zone B Rate	Assessment
77	0.0	\$10.00	\$0.00
78	3.0	\$10.00	\$30.00
79	0.0	\$10.00	\$0.00
80	0.0	\$10.00	\$0.00
81	0.0	\$10.00	\$0.00
82	3.0	\$10.00	\$30.00
83	0.0	\$10.00	\$0.00
84	1.0	\$10.00	\$10.00
85	1.0	\$10.00	\$10.00
86	1.0	\$10.00	\$10.00
87	0.0	\$10.00	\$0.00
88	0.0	\$10.00	\$0.00
89	0.0	\$10.00	\$0.00
99	1.0	\$10.00	\$10.00

COUNTY SERVICE AREA EM-1

Zone B - Parcel Descriptions, Use Codes, and Benefit Units

On file at:

Contra Costa Emergency Medical Services Agency
777 Arnold Drive, Suite 110, Martinez, CA 94553



Contra
Costa
County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: July 12, 2022

Subject: Continuing Teleconference Meetings (AB 361, Government Code § 54953(e))

RECOMMENDATION(S):

1. FIND that the Board of Supervisors has reconsidered the circumstances of the Statewide state of emergency proclaimed by the Governor on March 4, 2020, and the Countywide local emergency proclaimed by the Board of Supervisors on March 10, 2020.
2. FIND that the following circumstances exist: (a) the Statewide state of emergency and the Countywide local emergency continue to directly impact the ability of the Board of Supervisors in all its capacities, its committees, and its advisory bodies to meet safely in person because the highly transmissible Omicron variant of COVID-19 and its subvariants are present in the County, and within the County the COVID-19 case rate, test positivity numbers, related hospitalizations, and wastewater surveillance amounts are increasing; and (b) the County Health Officer's recommendations for safely holding public meetings, which recommend virtual meetings and other measures to promote social distancing, are still in effect.
3. AUTHORIZE the Board of Supervisors, in its capacity as the governing board of the County, the Contra Costa County Fire Protection District, the Housing Authority of the County of Contra Costa, the Contra Costa County Flood Control and Water Conservation District, and the Contra Costa County In-Home Supportive Services Public Authority, and its subcommittees, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.
4. AUTHORIZE all advisory bodies, committees, and commissions established by the Board in all its capacities, including but not limited to municipal advisory councils and the Measure X Community Advisory Body, to continue teleconference meetings under Government Code section 54953(e) for the next 30 days.
5. REQUIRE advisory bodies, commissions, and committees whose jurisdiction extends into all Supervisorial districts ("Countywide bodies") that hold in-person meetings to conduct these meetings in a "hybrid" format that permits members of the Countywide body, staff, and members of the public to access the meetings both remotely and in person.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

RECOMMENDATION(S): (CONT'D)

6. ENCOURAGE advisory bodies whose jurisdiction does not extend into all Supervisorial districts ("limited jurisdiction bodies") to conduct any live meetings in a "hybrid" format that permits members of the limited jurisdiction body, staff, and members of the public to access the meetings both remotely and in person.

7. REQUEST that the Planning Commission, Merit Board, and Assessment Appeals Board consider holding teleconference meetings under Government Code section 54953(e) for the next 30 days, or holding meetings in a "hybrid" format that permits members of the body, staff, and members of the public to access the meetings both remotely and in person.

8. DIRECT the County Administrator/Clerk of the Board and staff to the various Board advisory bodies to take all actions necessary to implement the intent and purpose of this Board order, including conducting open and public meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act.

9. DIRECT the County Administrator/Clerk of the Board to return to the Board acting in all its capacities, no later than 30 days after this Board order is adopted, with an item to reconsider the state of emergency and whether to continue authorizing virtual meetings under the provisions of Government Code section 54953(e) and to make required findings as to all bodies covered by this Board order.

FISCAL IMPACT:

This is an administrative action with no direct fiscal impact.

BACKGROUND:

On October 5, 2021, the Board adopted Resolution No. 2021/327, which authorized the Board, in all its capacities, and certain subcommittees and advisory bodies, to conduct teleconferencing meetings under Government Code section 54953(e). This section of the Brown Act, which was added by Assembly Bill 361, allows a local agency to use special teleconferencing rules during a State declared state of emergency. When a legislative body uses the emergency teleconferencing provisions under Government code section 54953(e), the following rules apply:

- The agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- The agenda must state how members of the public can access the meeting and provide public comment.
- The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- If there is a disruption in the public broadcast of the meeting, or of the public's ability to comment virtually for reasons within the body's control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.
- Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- AB 361 sunsets on January 1, 2024.

Under Government Code section 54953(e), if the local agency wishes to continue using these special teleconferencing rules after adopting an initial resolution, the legislative body must reconsider the circumstances of the state of emergency every 30 days and make certain findings. The agency must find that the state declared emergency continues to exist and either that it continues to directly impact the ability of officials and members of the public to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing.

The Board last considered these matters on June 21, 2022, made the required findings and authorized continued use of special teleconferencing rules. The Board can again find that the Statewide state of emergency continues to exist, that the state and Countywide local emergencies continue to directly impact the ability of the Board of Supervisors in all its capacities, and its subcommittees, and advisory bodies to meet safely in person, and that state or local officials continue to impose or recommend measures to promote social distancing.

The Public Health Officer has advised that the highly transmissible Omicron variant of COVID-19 and its subvariants are present in the County, and the COVID-19 case rate, test positivity numbers, and related hospitalizations are increasing. Increased amounts of COVID-19 are also showing up in wastewater surveillance data. In addition, on July 5, 2022, the County Health Officer again issued recommendations for safely holding public meetings that included recommended measures to promote social distancing. (See Attachment A, Health Officer's Recommendations). Among the Health Officer's recommendations: (1) on-line meetings (teleconferencing meetings) are encouraged as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19; (2) if a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended when possible to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person;

(3) a written safety protocol should be developed and followed, and it is recommended that the protocol require social distancing - i.e., six feet of separation between attendees; (4) seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times; and (5) all meeting attendees should be strongly encouraged to wear masks and to be up to date on COVID-19 vaccinations.

CONSEQUENCE OF NEGATIVE ACTION:

The Board, in all its capacities, and its subcommittees and advisory bodies, would no longer conduct teleconferencing meetings under Government Code section 54953(e).

ATTACHMENTS

Attachment A, Health Officer's Recommendations

Recommendations for safely holding public meetings

Each local government agency is authorized to determine whether to hold public meetings in person, on-line (teleconferencing only), or via a combination of methods. The following are recommendations from the Contra Costa County Health Officer to minimize the risk of COVID 19 transmission during a public meeting.

1. Online meetings (i.e. teleconferencing meetings) are encouraged, where practical, as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID 19. This is particularly important when community prevalence rates are high. Our current trends as of July 5, 2022 in Covid-19 case rate, test positivity, Covid-19 hospitalizations, and Covid-19 wastewater surveillance are increasing at this time. In addition to this, the predominant variant of Covid-19 being identified continues to be the Omicron variant and it's subvariants the impact of which on the spread of Covid-19 has shown to dramatically increase COVID-19 transmission.
2. If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person.
3. A written safety protocol should be developed and followed. It is recommended that the protocol require social distancing, where feasible – i.e. six feet of separation between attendees; and consider requiring or strongly encouraging face masking of all attendees and encouraging attendees to be up-to-date on their COVID-19 vaccine.
4. Seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times.
5. Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least 6 feet apart. If unable to host outdoors, consider ways to [increase ventilation and flow](#) of the indoor space to reduce the risk of COVID-19 while indoors.
6. Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with other Covid-19 symptoms besides fever and help reinforce the message to not go out in public if you are not feeling well.
7. Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

Revised 7-5-2022

Sefanit Mekuria

Sefanit Mekuria, MD, MPH
Deputy Health Officer, Contra Costa County





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve & Authorize to fully close Rolph Avenue on July 16, 2022 for the 14th Annual Sugartown Festival, Crockett area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/231 approving and authorizing the Public Works Director, or designee, to fully close all of Rolph Avenue, on July 16, 2022 from 6:00 a.m. through 8:00 p.m., for the purpose of the 14th Annual Sugartown Festival, Crockett area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Crockett Chamber of Commerce is seeking a road closure for the 14th Annual Sugartown Festival in honor of Crockett’s founding by C&H Sugar. This is a free event and will include live music, seating, and dancing space. 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: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Bob Hendry (925) 374-2136

AGENDA ATTACHMENTS

Resolution No. 2022/231

MINUTES ATTACHMENTS

Signed: Resolution No.

2022/231

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

Adopted this Resolution on 07/12/2022 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. 2022/231

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close all of Rolph Avenue, on July 16, 2022 from 6:00 a.m. through 8:00 p.m., for the purpose of the 14th Annual Sugartown Festival, Crockett area. (District V)

RC22-9

NOW, THEREFORE, IT BE RESOLVED that permission is granted to Crockett Chamber of Commerce to fully close Rolph Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on July 16, 2022 for the period of 6:00 a.m. through 8:00 p.m., subject to the following conditions:

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

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

Contact: Bob Hendry (925) 374-2136

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

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

c.1

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/231

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close all of Rolph Avenue, on July 16, 2022 from 6:00 a.m. through 8:00 p.m., for the purpose of the 14th Annual Sugartown Festival, Crockett area. (District V)

RC22-9

NOW, THEREFORE, IT BE RESOLVED that permission is granted to Crockett Chamber of Commerce to fully close Rolph Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on July 16, 2022 for the period of 6:00 a.m. through 8:00 p.m., subject to the following conditions:

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

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

ATTESTED: July 12, 2022

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

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

Contact: Bob Hendry (925) 374-2136

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



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Agreement for Roadway Surface Treatment of Kirker Pass Road, Pittsburg area. (District V)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement for Roadway Surface Treatment of Kirker Pass Road between Buchanan Road and Nortonville Road, between Contra Costa County and the City of Pittsburg, to reimburse the County in an amount not to exceed \$250,000 for the labor, materials and equipment charges related to the roadway surface treatment of Kirker Pass Road, effective July 12, 2022, Pittsburg area. (District V)

FISCAL IMPACT:

The City of Pittsburg will reimburse the County for labor, materials and equipment charges. (100% City of Pittsburg)

BACKGROUND:

The section of Kirker Pass Road between Buchanan Road and Nortonville Road is within the city limits of Pittsburg and the County as shown on the attached Exhibit A.

The Agreement for Roadway Surface Treatment of Kirker Pass Road between Buchanan Road and Nortonville Road will allow the City and County to coordinate efforts to apply a surface treatment on respective portions of Kirker Pass Road to

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Chris Lau, (925) 313-7002

cc:

BACKGROUND: (CONT'D)

ensure a consistent road surface. The County will apply a surface treatment and stripe the roadway using County and/or contract forces. The City will reimburse the County for labor, materials and equipment charges.

CONSEQUENCE OF NEGATIVE ACTION:

The Roadway Surface Treatment agreement would not be approved and the County would not be responsible for the surface treatment of the City's portion of Kirker Pass Road.

ATTACHMENTS

Roadway Surface Treatment of Kirker Pass Road

Roadway Surface Treatment of Kirker Pass Road - Exhibit A

AGREEMENT FOR ROADWAY SURFACE TREATMENT OF KIRKER PASS ROAD
BETWEEN BUCHANAN ROAD AND NORTONVILLE ROAD

This Agreement for Roadway Surface Treatment of Kirker Pass Road between Buchanan Road and Nortonville Road, dated _____, 2022 (this “Agreement”) is made by and between the City of Pittsburg, a municipal corporation (hereinafter referred to as “City”) and the County of Contra Costa, a political subdivision of the State of California (herein referred to as “County”).

RECITALS

A. Portions of Kirker Pass Road are located in County’s jurisdiction and in City’s jurisdiction, as shown on the map attached hereto as Exhibit A and incorporated herein by reference (the “Treatment Area Map”).

B. City desires that County apply a surface treatment on City’s portion of Kirker Pass Road as shown on the Treatment Area Map (the “Treatment Area”), and to pay County therefor.

C. County desires to apply a surface treatment on the Treatment Area, and City and County have agreed to enter into this Agreement providing therefor.

Now therefore, for good and valuable consideration, City and County mutually agree as follows.

AGREEMENT

1. Surface Treatment Work to be Performed. Notwithstanding that the Treatment Area is located within City’s jurisdiction, County shall apply a chip seal, slurry seal, microsurface seal, or other surface treatment in the Treatment Area, which is, in County’s sole discretion, appropriate to prolong the life and improve the pavement condition of the Treatment Area (the “Surface Treatment”). Except for application of a Surface Treatment, County shall not make any modifications to the Treatment Area without City’s prior written approval. After County’s application of a Surface Treatment, City shall continue to maintain the Treatment Area by providing routine maintenance work, which may include but not limited to, maintenance of the pavement (pothole repair), traffic stripings, signage, and drainage facilities as required to ensure satisfactory and safe condition of the Treatment Area.
2. Modification for Additional Work. Should either City or County determine that the Treatment Area requires work beyond the scope of the Surface Treatment set forth in Section 1 of this Agreement, the initiating party shall request in writing such modifications and, if agreed to by the parties, a separate agreement between the parties shall be documented prior to any construction of such work.
3. Payments. a. City will reimburse County one hundred percent (100%) of County’s costs of performing the Surface Treatment work in the Treatment Area pursuant to this Agreement, which include labor costs, material costs and equipment costs from an accounting of actual charges for work in the Treatment Area (“Costs”), provided that City will not reimburse County for Costs in excess of \$250,000.00.

- b. Billing. At the completion of the Surface Treatment, County shall bill City one hundred percent (100%) for Costs incurred performing the Surface Treatment work set forth in Section 1 of this Agreement; provided that City will not reimburse County for Costs in excess of \$250,000.00. County's billings shall list all road surface treatment work performed and the costs therefor. City shall pay County within sixty (60) days after receipt of the billing from County.
4. Legal Relations and Responsibilities. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties who are not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.
5. Indemnity; Insurance.
 - a. City Indemnity. To the extent permitted by law, and pursuant to Government Code Section 895.4, City shall defend, with counsel acceptable to County, indemnify and save harmless the County and all County officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City and its contractors under or in connection with any work, authority or jurisdiction delegated to City under this Agreement; provided, however, that City is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of County, its officers or employees. This provision will survive the expiration or termination of this Agreement.
 - b. County Indemnity. To the extent permitted by law, and pursuant to Government Code Section 895.4, County shall defend, with counsel acceptable to City, indemnify and save harmless the City and all City officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by County and its contractors under or in connection with any work, authority or jurisdiction delegated to County under this Agreement; provided, however, that County is not required to indemnify City for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of City, its officers or employees. This provision will survive the expiration or termination of this Agreement.
 - c. County Contractors' Insurance. County will require its contractors performing any work in the Treatment Area to name City as an additional insured under the contract between County and the contractor.
6. Notices. All notices to be given under this Agreement will be in writing and sent by (a) first class mail, postage prepaid, in which case notice will be deemed delivered three (3) business days after deposit in the United States Mail; (b) a nationally recognized overnight courier, in which case notice will be deemed delivered one (1) business day after deposit with that courier, or (c) fax, in which case notice will be deemed delivered one (1) business day after the day it was

transmitted, provided that a transmission report is generated reflecting the accurate transmission of the notice. Unless communicated in writing, the place for delivery of all notices given under this Agreement will be as follows

If to City:

Garrett Evans, City Manager
City of Pittsburg
65 Civic Drive
Pittsburg, CA 94565
Fax: (925) 252-4930

If to County:

Brian M. Balbas, Public Works Director
Contra Costa County
255 Glacier Drive
Martinez, CA 94553
Fax: (925) 313-2333

- 7. Effective Date; Termination. This Agreement is effective as of the date first set forth above This Agreement may be terminated at any time for no or any reason by either party upon giving the other party sixty (60) days prior written notice, provided, that City will pay County for all Costs incurred in performing the Surface Treatment work through the date of termination.
- 8. Integration. This Agreement contains the entire agreement between parties and supersedes all prior understandings or agreements, oral or written, regarding the subject matter of this Agreement.
- 9. Modification. This Agreement may only be modified or amended by the mutual, written agreement of both parties.
- 10. Accountability. County shall maintain and make available to City complete records of its receipts and disbursement under this Agreement.
- 11. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue shall lie in the County of Contra Costa.

The parties have executed this Agreement as of the date first set forth above.

CONTRA COSTA COUNTY

CITY OF PITTSBURG

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Approved as to form:

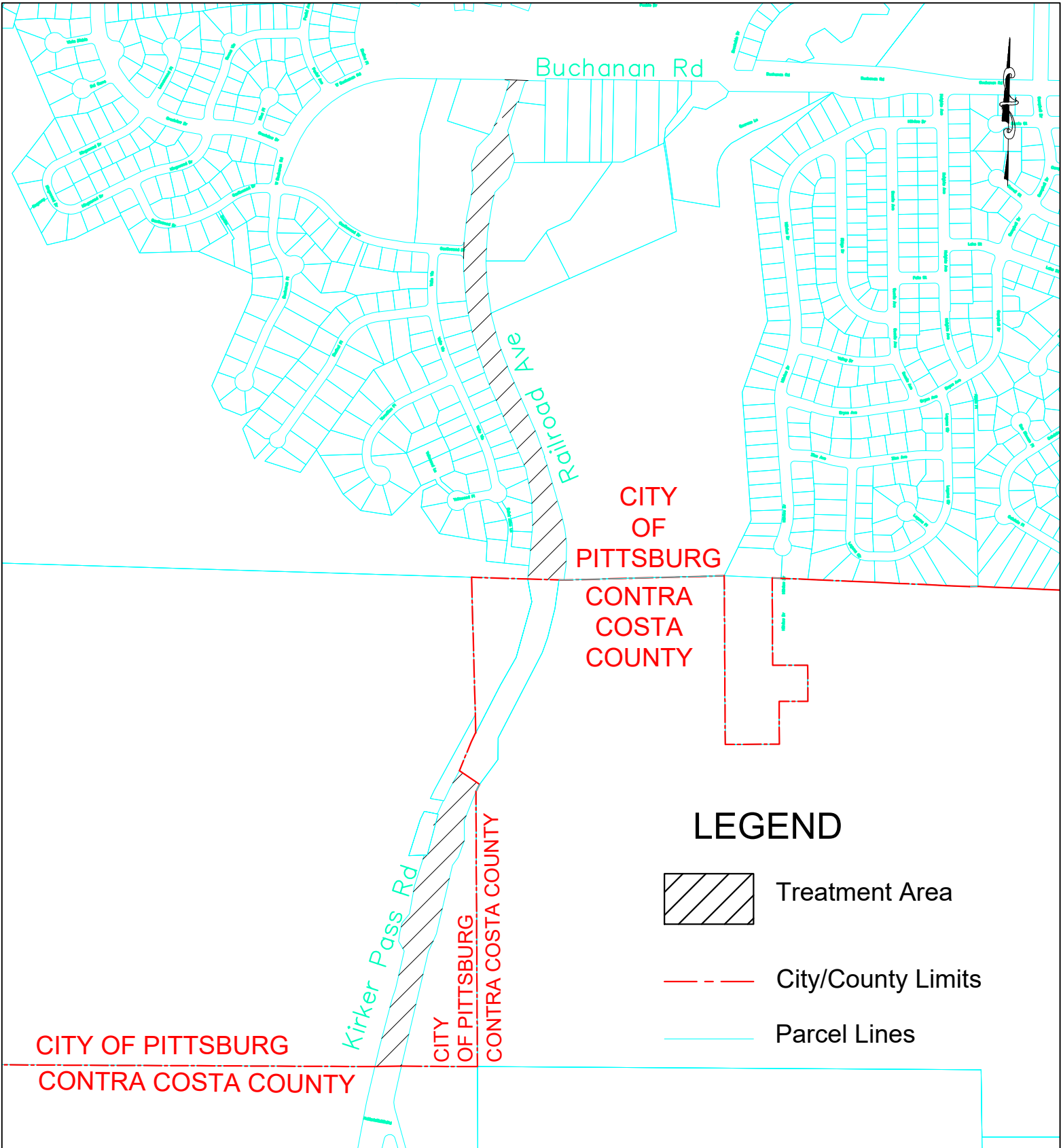
Mary Ann McNett Mason, County Counsel

Donna Mooney, City Attorney

By: _____

Name: _____

Title: _____



Contra Costa County
Public Works
 Department

EXHIBIT A

Kirker Pass Road Treatment Area



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve the conveyance of an easement to the State of California Department of Transportation, San Pablo area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the conveyance of an easement deed for ingress and egress purposes in connection with the I-80/San Pablo Dam Road Interchange Improvement Project in San Pablo, to the State of California, Department of Transportation (Caltrans), pursuant to Streets & Highway Code 960, as recommended by the Public Works Director, San Pablo area. (Project No.: 4660-6X4170); and

DETERMINE that the conveyance of said easement is in the public interest and no longer necessary for County purposes, but is required by the State for highway purposes; and

AUTHORIZE the Chair, Board of Supervisors to execute the Easement Deed on behalf of the County; and

DIRECT the Real Estate Division of the Public Works Department to cause said Deed to be delivered to the State for acceptance and recording in the Office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Contra Costa Transportation Authority.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Angela Bell, 925. 957-2451

BACKGROUND:

In 2013, Contra Costa Transportation Authority (CCTA) in cooperation with the State of California, acting by and through Caltrans, and the City of San Pablo, proposed to reconstruct the Interstate 80 (I-80)/ San Pablo Dam Road Interchange Project (Project).

On June 25, 2013, this Board approved the adoption of the previously approved Caltrans Mitigated Negative Declaration for the Project, in compliance with the California Environmental Quality Act; which included real estate transaction. [DCD-CP#13-25] [SCH# 2009082009].

Under a Real Property Services Agreement with CCTA, Contra Costa County (County) acquired three parcels identified as Assessor's Parcel Numbers 417-041-006, 417-041-005 and 417-041-002, located on Humboldt Avenue with a combined total 12, 884 square feet (Properties). In June 2019, the Properties were conveyed by the County to the City of San Pablo to maintain until Phase II of the Project takes place. The City accepted and recorded the Grant deed on October 29, 2019 in the County's Clerk-Recorder's Office (Instrument No.: 2019-0191104). The conveyance reserved an easement to the County for ingress and egress purposes across the properties.

Construction of the Project has been completed and it's been determined that said easement is no longer needed for County purposes but is required by the State for operation, maintenance and repair to the pedestrian/bicycle overcrossing improvement constructed as part of the Project.

CONSEQUENCE OF NEGATIVE ACTION:

Without board approval of this conveyance, the County will have unnecessary property rights and the State will not have access rights required for the operation and maintenance of its improvement.

ATTACHMENTS

Easement Deed

**RECORDING REQUESTED BY
STATE OF CALIFORNIA**

**WHEN RECORDED RETURN TO
DEPARTMENT OF TRANSPORTATION
PO BOX 23440, MS-11A
OAKLAND, CA 94623-0440
Attn: Michael O'Callaghan**

Space above this line for Recorder's Use

EASEMENT DEED

District	County	Route	Postmile	Number
04	CC	80	4.15	63743-1

(63744-1, 63745-1)

CONTRA COSTA COUNTY a political subdivision, hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, an easement for ingress and egress, and incidents thereto, upon, over and across that real property in the City of San Pablo, County of Contra Costa, State of California, described as follows:

See Exhibit "A", attached.

Transfer Tax Not Applicable: R & T Code 11922

STATE BUSINESS: Free

This is to certify that this document is presented for recordation by the State of California under Government Code 27383 and is necessary to complete the chain of title of the State to property acquired by the State of California.

DISTRICT DIRECTOR

BY _____

JULIE MCDANIEL
Deputy District Director
Right of Way and Land Surveys

Number
63743-1

(63744-1, 63745-1)

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public pedestrian/bicycle bridge on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waives any all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance, and operate said bridge.

Dated: _____

CONTRA COSTA COUNTY

KAREN MITCHOFF
Chair, Board of Supervisor

ATTACH APPROPRIATE ACKNOWLEDGMENT

Number
63743-1

(63744-1, 63745-1)

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

STEVEN D. KECK
Acting Director of Transportation

By _____
JULIE MCDANIEL, Attorney in Fact
Deputy District Director
Right of Way and Land Surveys

ACKNOWLEDGMENT

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

State of California }
County of _____ } SS

On _____ before me, _____
Here insert Name and Title of the Officer

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Number
63743-1

(63744-1, 63745-1)

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain real property in the City of San Pablo, Contra Costa County, State of California, described as follows:

Parcel 63743-1

An easement for ingress and egress purposes and incidents thereto; over, above, across and under a parcel of land reserved in the Grant Deed to Contra Costa County recorded 29-Oct-2019 as Document Number 2019-0191104, Official Records of said County, described as follows:

"Being a portion of Parcel 63743, more particularly described as follows;

Commencing at the southwesterly corner of said Parcel 63743;

1. Thence North 72°44'08" East 26.88 feet along the southerly line thereof to the **Point of Beginning**;
2. Thence North 25°56'52" West 46.88 feet to the northerly line thereof;
3. Thence North 70°22'31" East 16.10 feet along last said line;
4. Thence South 25°56'52" East 47.55 feet to said southerly line thereof;
5. Thence South 72°44'08" West 16.19 feet along last said line to the **Point of Beginning**.

Containing 755 square feet, more or less"

Parcel 63744-1

An easement for ingress and egress purposes and incidents thereto; over, above, across and under a parcel of land reserved in the Grant Deed to Contra Costa County recorded 29-Oct-2019 as Document Number 2019-0191104, Official Records of said County, described as follows:

"Being a portion of Parcel 63744, more particularly described as follows;

Commencing at the northwesterly corner of said Parcel 63744;

1. Thence North 70°22'31" East 13.88 feet along the northerly line thereof to the **Point of Beginning**;
2. Thence North 70°22'31" East 16.10 feet along last said line;
3. Thence South 25°56'52" West 70.94 feet to the southerly line thereof;
4. Thence South 70°22'31" West 16.10 feet along last said line;
5. Thence North 25°56'52" West 70.94 feet to the **Point of Beginning**;

Containing 1135 square feet, more or less"

Number
63743-1

(63744-1, 63745-1)

Parcel 63745-1

An easement for ingress and egress purposes and incidents thereto; over, above, across and under a parcel of land reserved in the Grant Deed to Contra Costa County recorded 29-Oct-2019 as Document Number 2019-0191104, Official Records of said County, described as follows:

"Being a portion of Parcel 63745, more particularly described as follows;

Commencing at the southwesterly corner of said Parcel 63745;

1. Thence North 70°22'31" East 13.88 feet along the southerly line thereof to the **Point of Beginning**;
2. Thence North 25°56'52" West 60.36 feet to the northerly line thereof;
3. Thence North 70°22'31" East 16.10 feet along last said line;
4. Thence South 25°56'52" East 60.36 feet to the southerly line thereof;
5. Thence South 70°22'31" West 16.10 feet along last said line to the **Point of Beginning**.

Containing 966 square feet, more or less"

The bearings and distances used in the above description are based on the California Coordinate System 1983, Zone 3, CA-HPGN EPOCH 1991.35. Multiply distances shown above by 1.000677 to obtain ground level distances.

End of Description

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



16-Jun-2022

Dan S. Scott III, PLS 7840

Date





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Consulting Services Agreement with Quincy Engineering Incorporated, Alamo area.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Quincy Engineering, Incorporated, in an amount not to exceed \$606,288, for the period July 12, 2022, through June 30, 2024, to provide construction management services for the Danville Boulevard-Orchard Court Complete Streets Improvements Project, Alamo area. (Project No. 0662-6R4128; Federal Project No. HSIPL-5928(140)) (District II).

FISCAL IMPACT:

Work performed under this contract will be funded by 66% Highway Safety Improvement Program Grant Funds, 33% Measure J Funds, and 1% Local Road Funds.

BACKGROUND:

The project will construct complete street improvements at the Danville Boulevard/Orchard Court intersection in Alamo. The project will include a roundabout curb extensions, curb ramps, and entry medians at the roundabout to reduce vehicle speeds and improve pedestrian

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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)

crossings. Sidewalks will be reconstructed through the corridor along with curb extensions and curb ramps in order to meet ADA requirements and accommodate existing mature trees in the sidewalk. The project includes a slurry seal, restriping of the roadway, and lane reconfiguration, as well as storm drain modifications, landscaping, stormwater treatment areas, signage, utility adjustments, and relocation of existing roadside features.

Quincy Engineering, Incorporated was selected to provide construction management services for the project after completing a request for proposal solicitation and technical proposal process. Public Works has successfully negotiated with Quincy Engineering, Incorporated to provide the construction management services.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, this Consulting Services Agreement will not be in effect. A delay in construction of the Project will occur, ultimately delaying the completion of the Project. Project delay may also result in substantial additional project costs and jeopardize the funding.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Consulting Services Agreement with Geocon Consultants, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Geocon Consultants, Inc., in an amount not to exceed \$800,000, for the period July 12, 2022 through June 21, 2025, to provide on-call geotechnical engineering services, Countywide. (Project Nos. Various) (All Districts).

FISCAL IMPACT:

Work performed under this on-call contract will be funded by local funds for road and flood control projects.

BACKGROUND:

The Public Works Department is involved in various projects in the County that require geotechnical engineering services for road and flood control projects. After a solicitation process, Geocon Consultants, Inc., was selected as one of eight firms to provide geotechnical engineering services on an "on-call"

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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)

basis. Geocon Consultants, Inc., will be used to provide geotechnical engineering services as in-house expertise is not available. This on-call contract will be in effect for thirty-five months.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, there is possible delay in completing projects requiring geotechnical engineering services. Executing this contract will facilitate the process of design and construction for various Public Works projects requiring geotechnical engineering expertise.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: APPROVE the contingency fund increase and Contract Change Order No. 5 for the Fred Jackson Way First Mile/Last Mile Connection Project, North Richmond

RECOMMENDATION(S):

(1) APPROVE the Fred Jackson Way First Mile/Last Mile Connection Project contingency fund increase of \$600,000.00 for a new contingency fund total of \$838,755.75, and a new payment limit of \$ 3,226,313.25, effective July 12, 2022, as recommended by the Public Works Director.

(2) APPROVE and AUTHORIZE the Public Works Director, or designee, to execute Contract Change Order No. 5 with Ghilotti Bros., Inc. effective July 12, 2022, in an amount not to exceed \$596,419.59, North Richmond area. County Project No. 0662-6R4153, Federal Project No. ATPL-5928(151) (District I).

FISCAL IMPACT:

The Project is being funded by 5% State Coastal Conservancy (SCC) Prop 1, 74% Active Transportation Program, 5% North Richmond Area of Benefit, 16% Transportation for Livable Communities.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Adelina Huerta, 925-313.2305

cc:

BACKGROUND:

Contract Change Order No. 5 is necessary to pay the contractor, Ghilotti Bros., Inc., for additional costs incurred as a result of revisions to the structural section of Fred Jackson Way between Wildcat Creek and Grove Way. 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.

To: Board of Supervisors
 From: Brian M. Balbas, Public Works Director/Chief Engineer
 Date: July 12, 2022



Contra
 Costa
 County

Subject: Prohibit stopping, standing, or parking at all times in a on a portion of Loring Avenue (Road No. 2294D), Crockett area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2022/4522 to prohibit stopping, standing, or parking at all times on the south side of Loring Avenue (Road No. 2294D), beginning at point 71 feet east of the eastern curbline prolongation of West Street (Road No. 2295AH), and extending easterly a distance of 70 feet, as recommended by the Public Works Director, Crockett area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Crockett-Carquinez Fire Protection District's Captain John Angell contacted the Contra Costa County Public Works Transportation Engineering Staff to request prohibited parking across the street from Fire Station #78, located at 746 Loring Avenue in Crockett, to accommodate the larger turning radius of newly purchased fire equipment. Engineering staff responded by conducting a site visit with Captain John Angell to assess the ingress and egress clear space requirements for their newly-purchased ladder fire truck. It was determined by staff that parking for a segment of roadway on Loring Avenue should be prohibited to better accommodate the larger fire truck.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen, 925-313-2187

cc:

BACKGROUND: (CONT'D)

District Fire Chief Dean Colombo also submitted a letter to the County Public Works Department requesting establishment of a “Fire Lane” for a segment of Loring Avenue on the opposite street side of the fire station to improve response time for the new ladder truck. The District letter is provided as an attachment to this Board Order.

CONSEQUENCE OF NEGATIVE ACTION:

Parked vehicles will remain at this location, limiting Fire District Ladder Truck egress, potentially affecting response times.

AGENDA ATTACHMENTS

Traffic Resolution 2022/4522

Crockett-Carquinez Fire District Letter

MINUTES ATTACHMENTS

Signed: Traffic Resolution 2022/4522

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on July 12, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2022/4522
Supervisorial District V

SUBJECT: Prohibit stopping, standing, or parking at all times on a portion of Loring Avenue (Road No. 2294D), Crockett area.

The Contra Costa County Board of Supervisors RESOLVES that:

Based on recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established:

Pursuant to Sections 22507, 22500.1, 21458, and Section 22651(b) and (n) of the California Vehicle Code, stopping, standing, or parking is hereby declared to be prohibited at all times, and subject to vehicle towing, on the south side of Loring Avenue (Road No. 2294D), beginning at point 71 feet east of the eastern curblin prolongation of West Street (Road No. 2295AH) and extending easterly a distance of 70 feet, Crockett area.

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

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

MO:

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

By _____, Deputy

cc: California Highway Patrol
Sheriff's Office

CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT

746 Loring Avenue
Crockett, California
94525-1236
(510) 787-2717

June 21, 2022

To: Contra Costa County
Public Works

From: Dean Colombo
Fire Chief

Sub: Fire Lane

To Whom It May Concern

The Crockett-Carquinez Fire Department has placed into service a ladder truck at Station 78 located at 746 Loring Ave. in Crockett. This apparatus is significantly longer than anything in our existing fleet measuring 42'. The combination of this and the relatively narrow street makes both egress and ingress very difficult and could result in response delays and potential damage to public and private property.

With this we are requesting that a fire lane be placed opposite our Station 78 at the earliest possible convenience. A meeting between our Captain Angell and a representative of your office has already taken place to lay out the dimensions required. I would like to make myself available for any questions and can be reached at dcolombo@crockett-fire.org or at 510-778-3069.

Regards,



Dean Colombo
Crockett-Carquinez Fire Department
Fire Chief

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on July 12, 2022 by the following vote:

AYES: Gioia, Andersen, Burgis, Mitchoff, Glover

NOES: None

ABSENT: None

ABSTAIN: None

TRAFFIC RESOLUTION NO. 2022/4522
Supervisorial District V

SUBJECT: Prohibit stopping, standing, or parking at all times on a portion of Loring Avenue (Road No. 2294D), Crockett area.

The Contra Costa County Board of Supervisors RESOLVES that:

Based on recommendations by the County Public Works Department's Transportation Engineering Division, and pursuant to County Ordinance Code Sections 46-2.002 - 46-2.012, the following traffic regulation is established:

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

ATTESTED: July 12, 2022

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

By Stacy M Boyd, Deputy

MO:

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

cc: California Highway Patrol
Sheriff's Office



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Submit One Bay Area Grant Cycle 3 applications to the Metropolitan Transportation Commission and Contra Costa Transportation Authority, Countywide.

RECOMMENDATION(S):

APPROVE the submission of grant applications to the Metropolitan Transportation Commission and Contra Costa Transportation Authority under the One Bay Area Grant Cycle 3 Program, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

If awarded, grant matching requirements will be funded by Local Road Funds. It is estimated that the three recommended projects will be funded by 80% One Bay Area Grant 3 Funds and 20% Local Road Funds.

BACKGROUND:

Federal funds awarded from the OBAG 3 Program will augment local road funds, stretching local dollars to build improvements that would not be possible otherwise. OBAG3 is a federal funding program which is administered by MTC. MTC is the transportation planning, financing, and coordinating agency for the nine-counties of the San Francisco Bay Area.

Pursuant to MTC Resolution 4505, the OBAG 3 program aims to:

- Reward jurisdictions that accept housing allocations through the Regional Housing Needs Allocation (RHNA) process and produce new homes
- Promote transportation investments in Priority Development Areas (PDAs) or Equity Priority Communities (EPC)
- Implement Plan Bay Area 2050, the Regional Transportation Plan (RTP) adopted by MTC in October 2021. Pursuant to California's climate law (Senate Bill 375 – Steinberg, 2008), the region's Sustainable Communities Strategy (SCS) aligns regional transportation planning with land use and housing to meet state greenhouse gas reduction targets.

The competitive rating criteria for OBAG 3 emphasizes the following goals:

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Jeff Valeros, 925-313-2031

cc:

BACKGROUND: (CONT'D)

- Improve safety and prevent fatalities and severe injuries caused by crashes between vehicles and non-motorized users
- Enhance public health, including reducing greenhouse gas emissions and air pollution and improving bicycle and pedestrian facilities to encourage physical activity through active transportation
- Improve connectivity through eliminating gaps in existing pedestrian facilities or bikeways and removing barriers to access for non-motorized users
- Ensure that the project scope serves a wide range of users such as transit users, shoppers, commuters, and people of different ages and abilities.

Competitive projects must also demonstrate their readiness and deliverability within the required time constraints, including right of way acquisition and environmental clearances expected before the start of construction.

RECOMMENDED CANDIDATE PROJECTS:

Staff recommends the following candidate projects be submitted for OBAG 3 funding consideration. These projects are recommended based upon their competitiveness, project readiness, and staff availability to complete each application. Should any of the following projects be awarded, staff will then assess funding availability to meet the local funding match requirements of the grant. The projects recommended below are all within disadvantaged communities or provide a benefit to service a population within a disadvantaged community to assure competitiveness. The following projects are being submitted: Pacifica Avenue Safe Routes to School, San Pablo Avenue Complete Street/Bay Trail Gap Closure, and Carquinez Middle School Trail Connection. A description of each project is included below.

Pacifica Avenue Safe Routes to School – Bay Point

The Pacifica Avenue Safe Routes to School project is located along Pacifica Avenue between Driftwood Drive and Port Chicago Highway. Classified as a major collector, Pacifica Avenue is a key connection to schools and community destinations in Bay Point. With three schools on the corridor, a community garden, the YWCA, health centers, the Bay Point library, and multiple places of worship, Pacifica Avenue is a critical corridor for walking and biking. There are trail connections on either end of Pacifica Avenue linking the roadway to the Delta De Anza Trail. The existing conditions of Pacifica Avenue include two travel lanes, Class II bike lanes, substandard sidewalk east of Riverview Middle School, on-street parking, and several bus stops. The goal of this project is to increase access, connectivity, and provide safety improvements for students utilizing active forms of transportation to get to school.

As part of the outreach efforts for Contra Costa County's Active Transportation Plan, a pop-up event was held at the Riverview Middle School in 2021, where dozens of students provided feedback on the types of challenges they face while traveling to school. The improvements included in this project aim to solve these challenges and concerns and create a more comfortable and safer route to school.

The proposed project includes construction of a Class IV two-way cycle track on the south side of Pacifica Avenue between Port Chicago Highway and Riverview Middle School, pedestrian safety enhancements at uncontrolled crossing locations, sidewalk gap closure, lane width reduction, and wayfinding signage. The Class IV separated bikeway will provide dedicated space for children biking along Pacifica Avenue trying to reach their desired destination. Crossing enhancements and curb extensions aim to increase pedestrian safety by making pedestrians more visible and lowering speeds of oncoming traffic. Closing sidewalk gaps will increase access and connectivity to the already improved pedestrian facilities west of Riverview Middle School. The implementation of these improvements will provide a safe and friendly multi-modal route for the community and encourage active transportation.

San Pablo Avenue Complete Streets/Bay Trail Gap Closure – Rodeo/Crockett

The San Pablo Avenue corridor between the unincorporated communities of Rodeo and Crockett has been recognized in numerous planning documents as a key route and targeted for multi-modal improvements. The County's 2005 General Plan designates this portion of the corridor as a Scenic Route, given its surrounding landscape and views of San Pablo Bay, the Carquinez Strait, and the Briones Hills. The 2018 Countywide Bicycle and Pedestrian Plan proposes a Class I bicycle facility along this portion of San Pablo Avenue and noted that this facility is part of the County's larger bicycle and pedestrian network. The West Contra Costa Transportation Advisory Committee 2017 Action Plan designated the San Pablo Avenue corridor as a Route of Regional Significance and has identified an action to implement a Complete Streets/Bay Trail project connecting Rodeo and Crockett.

In 2014, a feasibility study was commissioned by the County through a Priority Development Area planning grant from Metropolitan Transportation Commission and Contra Costa Transportation Authority for this segment of San Pablo Avenue to identify a preferred complete street alternative and set of improvements for the roadway. The study incorporated a series of technical studies, field work, public outreach, and engineering analysis, which provided the basis for the recommended alternative. A shared use path on the northern side with a road diet was determined as this recommended alternative. On June 5, 2018, the Board of Supervisors approved the feasibility report for the San Pablo Avenue Complete Streets Study and authorized the Public Works Director to seek funding.

This project aims to provide a shared bicycle and pedestrian path, separated by a physical barrier, on the northern side of the San Pablo Avenue corridor between Rodeo and Crockett. This will be accomplished by reducing the existing four travel lanes to one travel lane in each direction

with center left-turn lanes, dedicated left-turn pockets, and truck climbing lanes. The addition of a shared bicycle and pedestrian path will close a 3-mile gap of the San Francisco Bay Trail, further connecting these two communities as well as the other amenities tied to the San Francisco Bay Trail. The anticipated benefits are numerous as the new infrastructure will not only provide an option for local residents to use an active mode of transportation for their commute but also extends well beyond these two communities as closing this gap will complete a 29-mile segment of the Bay Trail between Vallejo and Oakland.

Carquinez Middle School Trail Connection – Crockett

The Public Works Department is partnering with the John Swett Unified School District (JSUSD) to close a 1,300-foot gap on the multi-use Carquinez Strait Scenic Loop Trail (CSSLT). This trail connection will provide safe access for pedestrians along the west side of Crockett Boulevard from Pomona Street to Carquinez Middle School, Willow High School, and beyond to the East Bay Regional Park District (EBRPD) Crockett Hills Regional trail.

The trail connection will serve residents of the community of Crockett, regional visitors, and students who attend the schools. Currently, students who attend Carquinez Middle School access the campus from the southwest corner of Pomona Street and Crockett Boulevard down a staircase. The school site is located approximately twenty feet below the elevation of the roadway. There is currently no direct access for mobility-impaired individuals. In addition, at the other campus, students who would attend Willow High School depart the Regional transit bus at the intersection of Crockett Boulevard and Pomona Street and must walk 1,200 feet along the roadway shoulder of busy Crockett Boulevard to access their school.

The project will include grading and paving an ADA-compliant separated path that runs parallel to Crockett Boulevard through Carquinez Middle School to Willow High School and beyond to the EBRPD staging area. The JSUSD will maintain the trail, potentially in partnership with the EBRPD. Since this project serves students of Carquinez Middle School and Willow High School, when it is in session, and since it closes a gap in a regional trail, this project is expected to be competitive.

CONSEQUENCE OF NEGATIVE ACTION:

If staff is not authorized to submit applications, grant funding will not be available, which will delay the design and construction of these projects.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve the Parcel Map for minor subdivision MS21-00015, San Ramon area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/211 approving the Parcel Map for minor subdivision MS21-00015, for project being developed by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, as recommended by the Public Works Director, San Ramon area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS21-00015 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Parcel Map will not be approved and recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2022/211

Parcel Map

Tax Letter

MINUTES ATTACHMENTS

Signed: Resolution No.

2022/211

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

Adopted this Resolution on 07/12/2022 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. 2022/211

IN THE MATTER OF approving the Parcel Map for minor subdivision MS21-00015, for a project being developed by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, as recommended by the Public Works Director, San Ramon area. (District II)

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

The Parcel Map of minor subdivision MS21-00015, property located in the San Ramon area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$15,050.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a cash deposit, (Auditor's Deposit No. DP849573, dated May 25, 2022) made by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, in the amount: \$15,050.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

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

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

ATTESTED: July 12, 2022

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

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Bonnie Ruso, Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Stanley Muroaka- DCD, Jeffrey C. Wiedemann & Nancy A. Wiedemann, Chicago Title Company

PARCEL MAP SUBDIVISION MS21-00015

A PORTION OF SECTION 1, 2, 11, & 12
TOWNSHIP 2 SOUTH, RANGE 1 EAST
CONTRA COSTA COUNTY, CALIFORNIA



3021 Citrus Creek, Suite 180
Walnut Creek, California 94596-2655
TEL (925) 210-0300
JANUARY 2022

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA) S.S.
COUNTY OF _____

ON _____, 2020, BEFORE ME, _____ PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THEY INTENDED TO BE BOUND BY THE SAME. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, _____
NAME (PRINTED) _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
PRINCIPAL COUNTY OF BUSINESS: _____

COUNTY SURVEYOR'S STATEMENT

I HAVE EXAMINED THIS PARCEL MAP AND THIS SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP. ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE ARE COMPLIED WITH.

I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.

DATED: _____ BY: JAMES A. STEIN
COUNTY SURVEYOR
P.L.S. NO. 6971

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA) SS
COUNTY OF CONTRA COSTA)
I, MONICA NIÑO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 21-00015" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON _____, 2020, AT _____, CALIFORNIA. SAID BOARD OF SUPERVISORS DID HEREBY, BY RESOLUTION, FULLY PASSED AND ADOPTED, AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS, THE AREA DEDICATED FOR ROADWAY PURPOSES.

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

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

MONICA NIÑO,
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

OWNER'S STATEMENT

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

THE AREA DESIGNATED AS HIGHLAND ROAD ALIGNMENT IS HEREBY DEDICATED IN FEE FOR PUBLIC PURPOSES TO CONTRA COSTA COUNTY FOR ROADWAY PURPOSES.

WE DO HEREBY REINQUISH ALL ABUTTERS' RIGHTS OF ACCESS ALONG HIGHLAND ROAD AS SHOWN BY THIS SYMBOL [|||||]

THE AREA DESIGNATED AS RESTRICTED DEVELOPMENT AREA (CREEK STRUCTURE SETBACK) GRANT DEED OF DEVELOPMENT RIGHTS IS DEEDED TO THE COUNTY OF CONTRA COSTA PER RECORDED SERIES # 2021-0085317. NO STRUCTURES ARE TO BE CONSTRUCTED WITHIN THIS CREEK STRUCTURE SETBACK AREA.

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

JEFFREY C. WIEDEMANN, TRUSTEE OF THE WIEDEMANN TRUST.

BY: Jeffrey C. Wiedemann DATE: 2/1/22

NANCY WIEDEMANN, TRUSTEE OF THE WIEDEMANN TRUST.

BY: Nancy Wiedemann DATE: 2-1-22

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA) S.S.
COUNTY OF CONTRA COSTA)
ON February 01, 2022, before me, Patricia Kalposh Valtos, Notary Public PERSONALLY APPEARED Jeffrey C. Wiedemann and Nancy Wiedemann WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THEY INTENDED TO BE BOUND BY THE SAME. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, _____
NAME (PRINTED) Patricia Kalposh Valtos
MY COMMISSION NUMBER: 22-08306
MY COMMISSION EXPIRES: April 30, 2023
PRINCIPAL COUNTY OF BUSINESS: Contra Costa



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AS THE REQUEST OF NANCY WIEDEMANN IN NOVEMBER 2019. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR WILL BE SET AS SHOWN ON OR BEFORE DECEMBER 2021, AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



BY: Mark E. Woods DATE: January 27, 2022
MARK E. WOODS, R.C.E. 29851

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M
IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE
REQUEST OF CHICAGO TITLE COMPANY.

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

BY: _____
DEPUTY COUNTY RECORDER

BENEFICIARY'S STATEMENT

FIRST REPUBLIC BANK, AS PRESENT BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED JANUARY 8, 2015, SERIES NO. 2015-0002919 OFFICIAL RECORDS OF CONTRA COSTA COUNTY, DOES HEREBY JOIN IN, EXECUTE AND CONSENT TO THE PREPARATION AND FILING OF THE MAP, AND TO THE PREPARATION AND FILING OF THIS MAP.

BENEFICIARY:

FIRST REPUBLIC BANK;

Mary Motrese

BENEFICIARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) S.S.
ON February 2, 2022, BEFORE ME, Maria L. Aquino Notary Public,
PERSONALLY APPEARED Mary Motrese,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN
HIS/HER/ THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/ THEIR
SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, Maria L. Aquino
NAME (PRINTED) Maria L. Aquino
MY COMMISSION NUMBER: 00000000
MY COMMISSION EXPIRES: MAY 20, 2023
PRINCIPAL COUNTY OF BUSINESS: Contra Costa



PARCEL MAP
SUBDIVISION MS21-00015
A PORTION OF SECTION 1, 2, 11, & 12
TOWNSHIP 2 SOUTH, RANGE 1 EAST
CONTRA COSTA COUNTY, CALIFORNIA



3021 Citrus Circle, Suite 160
Walnut Creek, California 94598-2835
TEL (925) 210-9300
JANUARY 2022

PARCEL MAP

SUBDIVISION MS21-00015

A PORTION OF SECTION 1, 2, 11, & 12
TOWNSHIP 2 SOUTH, RANGE 1 EAST
CONTRA COSTA COUNTY, CALIFORNIA



Planning • Engineering • Surveying

3021 Citrus Circle, Suite 160
Walnut Creek, California 94598-2655

TEL (925) 930-9300

JANUARY 2022

SCALE: 1" = 400'



LEGEND:

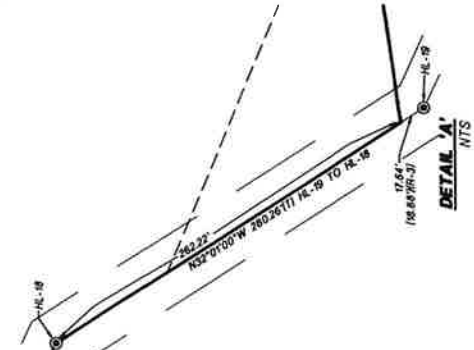
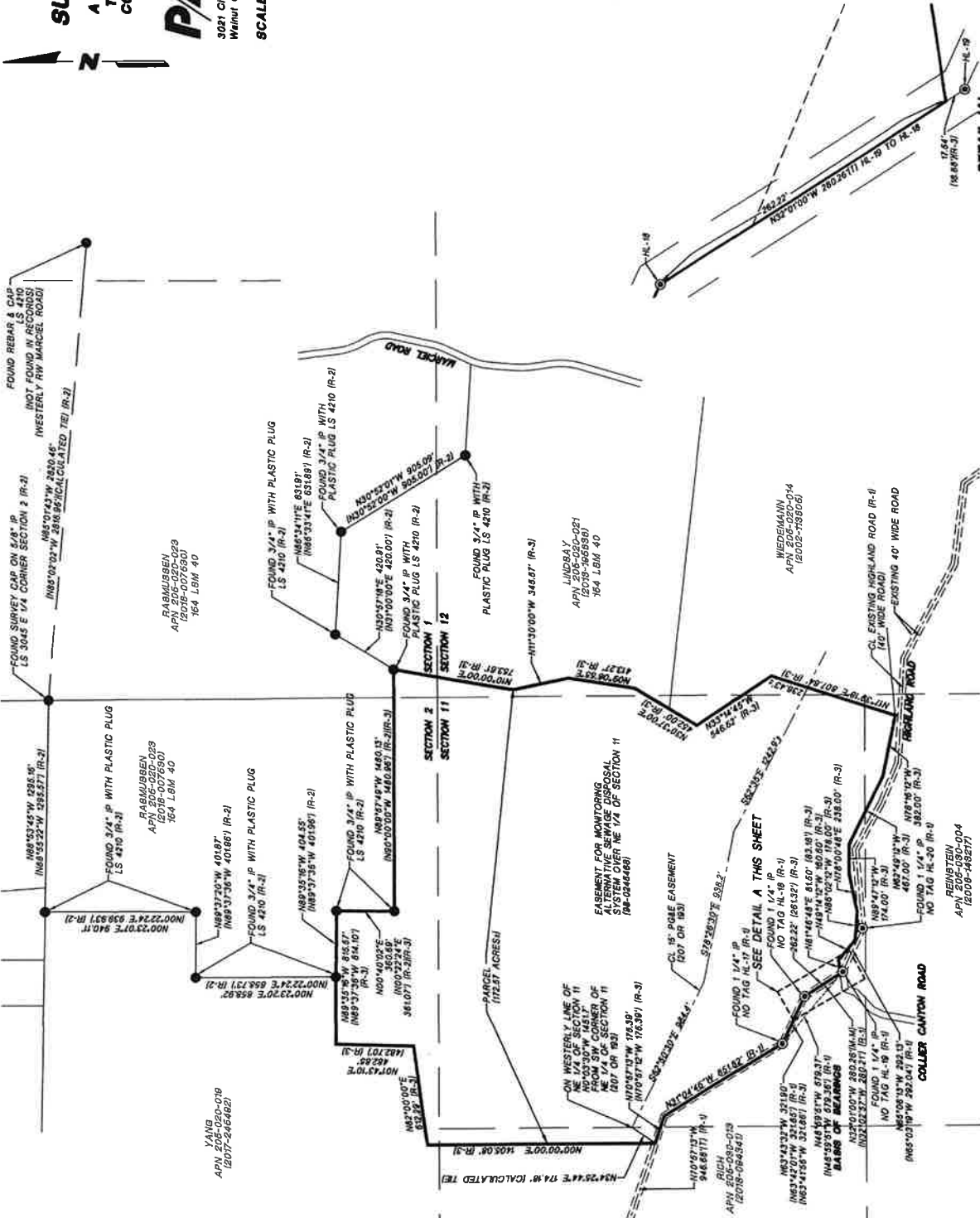
- SET 3/4" REBAR AND CAP R.C.E. 29851
- SET NAIL AND TAG R.C.E. 29851
- FOUND IRON PIPE AS NOTED
- () FOUND HL POINTS (ROAD ALIGNMENT MONUMENT) AS NOTED
- () TOTAL DISTANCE
- IP IRON PIPE
- M-M MONUMENT TO MONUMENT DISTANCE
- RI RADIAL
- RIW RIGHT OF WAY
- S.F. SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- EXISTING FENCE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- 40' RIGHT OF WAY LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS

BASIS OF BEARINGS:

TAKEN BETWEEN FOUND MONUMENTS HL-17 AND HL-19 IN HIGHLAND ROAD AS DELINEATED IN THE COUNTY PRECISE TRAVERSE H.P.2 4-59, ROAD NO. 6311 DATED 02-03-1977. BEARING TAKEN AS N48°59'51"W.

REFERENCES:

- (R-1) COUNTY PRECISE TRAVERSE H.P.2 4-59, ROAD NUMBER 6311 DATED 02-03-1977
- (R-2) 164 LSM 40
- (R-3) 2000-0258018-00 & 2002-0103285-00



OVERALL BOUNDARY
APRIL 2005-020-015

SHEET 3 OF 5

PARCEL MAP

SUBDIVISION MS21-00015

A PORTION OF SECTION 1, 2, 11, & 12
TOWNSHIP 2 SOUTH, RANGE 1 EAST
CONTRA COSTA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 160
Walnut Creek, California 94598-2635
TEL (925) 210-9300

SCALE: 1" = 400' JANUARY 2022

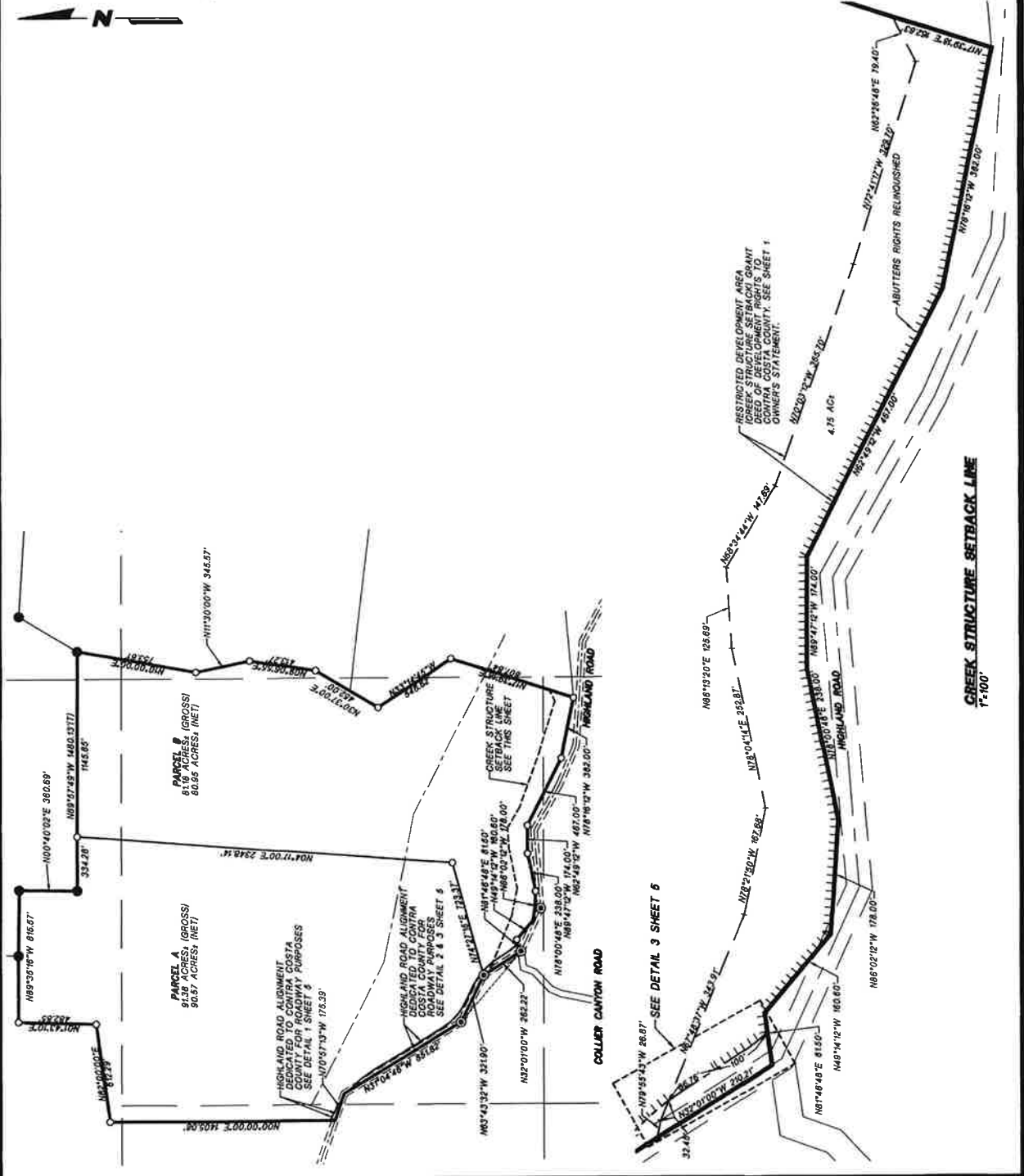


LEGEND:

- SET 3/4" REBAR AND CAP R.C.E. 20851
- SET NAIL AND TAG R.C.E. 29851
- FOUND IRON PIPE AS NOTED
- () FOUND HL POINTS (ROAD ALIGNMENT MONUMENT) AS NOTED
- () DENOTES RECORD
- () TOTAL DISTANCE
- IP IRON PIPE
- M-M MONUMENT TO MONUMENT DISTANCE
- (R) RADIAL
- R/W RIGHT OF WAY
- S.F. SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- EXISTING FENCE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- 40' RIGHT OF WAY LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS

BASIS OF BEARINGS:
TAKEN BETWEEN FOUND MONUMENTS HL-17 AND HL-19 IN HIGHLAND ROAD AS DELINEATED IN THE COUNTY PRECISE TRAVERSE HP.2 4-59, ROAD NO. 6311 DATED 02-03-1977. BEARING TAKEN AS N48°59'51"W.

REFERENCES:
(R-1) COUNTY PRECISE TRAVERSE HP.2 4-59, ROAD NUMBER 6311 DATED 02-03-1977
(R-2) 184 LSW 40
(R-3) 2000-02568018-00 & 2002-0103285-00



SEE DETAIL 3 SHEET 6

RESTRICTED DEVELOPMENT AREA
(CREEK STRUCTURE SETBACK) GRANT
DEED OF DEVELOPMENT RIGHTS TO
CONTRA COSTA COUNTY. SEE SHEET 1
OWNER'S SUBMITTAL.

CREEK STRUCTURE SETBACK LINE
1"=500'

PARCEL MAP

SUBDIVISION MS21-00015

A PORTION OF SECTION 1, 2, 11, & 12
TOWNSHIP 2 SOUTH, RANGE 1 EAST
CONTRA COSTA COUNTY, CALIFORNIA

PA Design Resources, Inc.
Planning • Engineering • Surveying

3021 Citrus Circle, Suite 160
Walnut Creek, California 94698-2635 TEL (925) 930-9300

SCALE: 1" = 100' JANUARY 2022



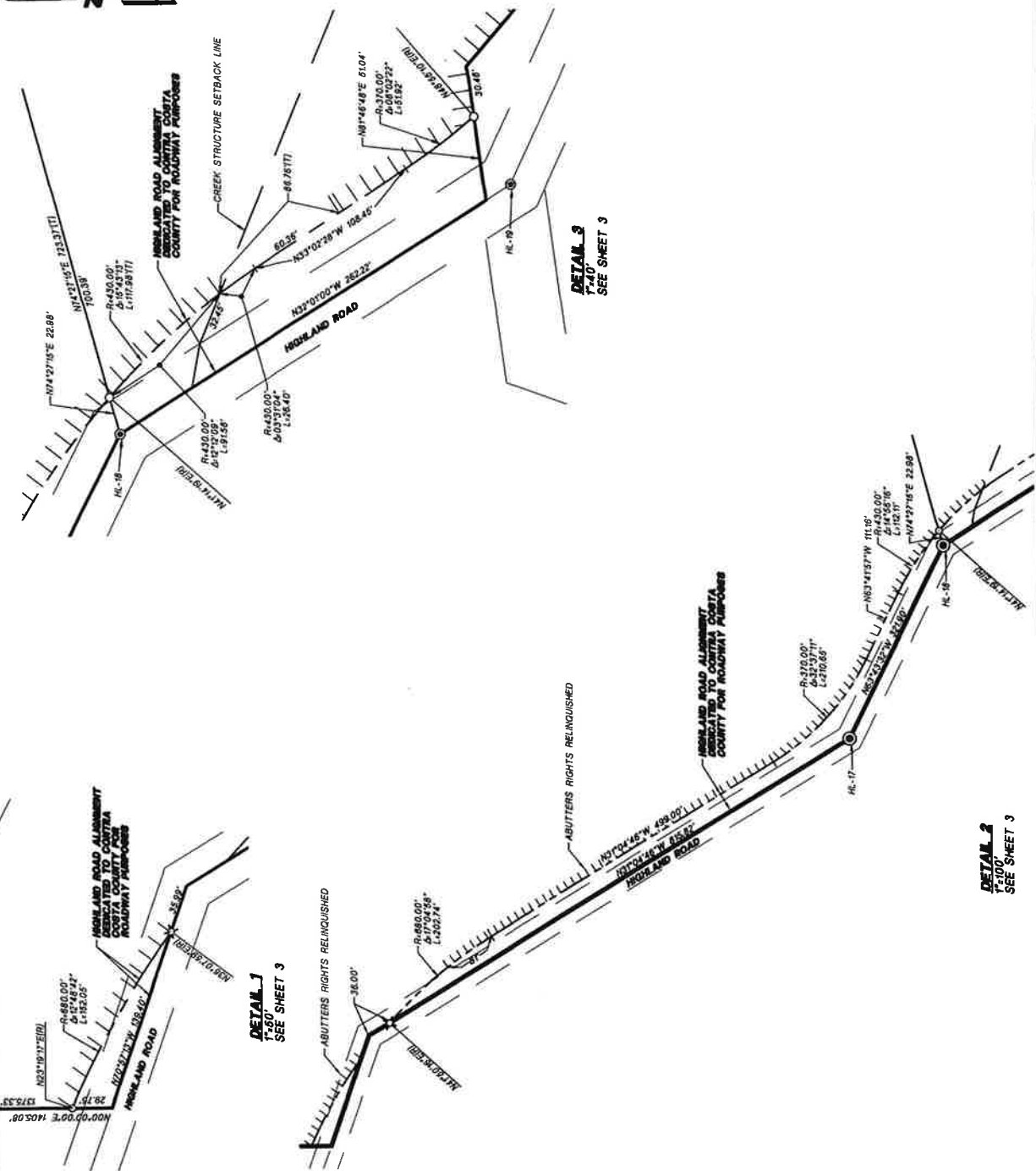
LEGEND:

- SET 5/8" REBAR AND CAP, P.C.E. 29851
- SET MAILING FLAG, P.C.E. 29861
- FOUND IRON PIPE AS NOTED
- FOUND HL POINTS (ROAD ALIGNMENT MONUMENT) AS NOTED
- DENOTES RECORD
- TOTAL DISTANCE
- IRON PIPE
- MONUMENT TO MONUMENT DISTANCE
- RADIAL
- RIGHT OF WAY
- SQUARE FEET
- PROPERTY/RIGHT OF WAY LINE
- CENTERLINE
- EXISTING FENCE
- MONUMENT LINE
- TIE LINE
- TRACT BOUNDARY
- 40' RIGHT OF WAY LINE
- RELINQUISHMENT OF ABUTTERS RIGHTS

BASIS OF BEARINGS:
TAKEN BETWEEN FOUND MONUMENTS HL-17 AND HL-19 IN HIGHLAND ROAD AS DELINEATED IN THE COUNTY PRECISE TRAVERSE HP 2 4-59, ROAD NO. 6311, DATED 02-03-1977. BEARING TAKEN AS N48°59'51"W.

REFERENCES:

- (R-1) COUNTY PRECISE TRAVERSE H.P.2 4-59,
- (R-2) ROAD NUMBER 6311 DATED 02-03-1977
- (R-3) 2000-0269018-00 & 2002-0103285-00



DETAIL 1
1"=60'
SEE SHEET 3

DETAIL 3
1"=40'
SEE SHEET 3

DETAIL 2
1"=100'
SEE SHEET 3

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 608 - 9500
(925) 608 - 9598 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor



Date: 5/16/2022

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
21-00015	SAN RAMON	66008
Parcel #: 205-020-015-9		

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

The 2021-2022 tax lien has been paid in full. Our estimate of the 2022-2023 tax lien, which became a Lien on the **1st day of January, 2022** is :

\$15,050.00

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS
Treasurer-Tax Collector

By:

COUNTY OF CONTRA COSTA

ELECTRONIC DEPOSIT PERMIT OFFICE OF COUNTY AUDITOR-CONTROLLER MARTINEZ, CALIFORNIA

DEPARTMENT NAME
TREASURER-TAX COLLECTOR

FISCAL YEAR
2021 - 2022

ORGANIZATION NUMBER **15**

DESCRIPTION OF DEPOSIT	FUND/ORG NO.	SUB ACCT	TASK	OPT	ACTIVITY	AMOUNT	TOTAL
SUB-DIV #21-00015 tax collector special - subdivision guarantee	831400	0803				\$15,050.00	
							\$15,050.00

TOTAL DEPOSIT: **\$15,050.00**

GENERAL DEPOSIT NOTES:

SITE OF DEPOSIT: BANK ACCOUNT DEPOSITED: Wells Fargo Bank - Tax Collector
CASH: \$0.00 CHECKS: \$0.00 BANK DEPOSIT: \$15,050.00

Bank Receipt: SUB-DIV Date: 05/25/2022 NOTES: SUBDIVISION GUARANTEE #21-00015 205-020-015-9

SECTION 26901 GOVERNMENT CODE
I HEREBY SWEAR THAT THIS IS A
TRUE AND CORRECT RECORD OF THE TOTAL
AMOUNT OF MONEY AS DESCRIBED ABOVE
FOR DEPOSIT INTO THE COUNTY TREASURY

THE A-C OF CCC, HEREBY CERTIFIES
THAT THE AMOUNT DUE THE TREASURER
OF SAID COUNTY FOR MONIES COLLECTED
BY **TREASURER-TAX COLLECTOR**
-WELLS FARGO BANK - TAX COLLECTOR
IN SETTLEMENT OF THE ABOVE DESCRIBED
ACCOUNTS IS THE SUM OF **\$15,050.00**

RECEIPT OF ABOVE AMOUNT
IS HEREBY ACKNOWLEDGED.

May 25, 2022 12:09:20PM

NOT PROCESSED

NOT PROCESSED

Rebecca Magdaleno (Tax)
USER VALIDATION

NOT SIGNED
AUDITOR'S VALIDATION

NOT SIGNED
TTC VALIDATION

USER PHONE NO.

925-957-2808

SUBMIT DATE

May 25, 2022 12:09:20PM

USER NAME

Rebecca Magdaleno (Tax)

EDP NO

DP849573

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/211

IN THE MATTER OF approving the Parcel Map for minor subdivision MS21-00015, for a project being developed by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, as recommended by the Public Works Director, San Ramon area. (District II)

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

The Parcel Map of minor subdivision MS21-00015, property located in the San Ramon area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$15,050.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a cash deposit, (Auditor's Deposit No. DP849573, dated May 25, 2022) made by Jeffrey C. Wiedemann and Nancy A. Wiedemann, trustees of The Wiedemann Trust dated June 4, 1993, and any amendments thereto, in the amount: \$15,050.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

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

I hereby certify that this 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: Larry Gossett (925) 313-2016

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Stacey M Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Bonnie Ruso, Design & Construction, Chris Hallford -Mapping, Michael Mann- Finance, Chris Lau - Maintenance, Stanley Muroaka- DCD, Jeffrey C. Wiedemann & Nancy A. Wiedemann, Chicago Title Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD18-09504, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/218 accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for Roadway Purposes is required per Condition of Approval No. 50, for subdivision SD18-09504.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for Roadway Purposes, as required for Condition of Approval No. 50, will not be recorded, and compliance with the requisite condition of approval will remain unfulfilled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Larry Gossett (925) 313-2016

AGENDA ATTACHMENTS

Resolution No. 2022/218

Offer of Dedication - Road

Purposes

MINUTES ATTACHMENTS

Signed: Resolution No. 2022/218

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/218

IN THE MATTER OF accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

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

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: APN 201-010-007

GRANTOR: Casato Properties, LLC

AREA: Alamo

DISTRICT: II

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

ATTESTED: July 12, 2022

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

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Chris Lau - Maintenance, Renee Hutchins - Records, Karen Piona- Records, Ruben Hernandez - DCD, Casato Properties, LLC, Markel Insurance Company

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: Alamo
Road: Danville Boulevard
Co. Road No.: 5301A
Development No.: SD18-9504
APN: 201-010-007

OFFER OF DEDICATION - ROAD PURPOSES

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

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

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

For more information, see attached resolution that was approved by the BOS for this offer of dedication.

The undersigned executed this instrument on _____ (Date)

Casato Properties, LLC

(Name of owner as shown in title report)

(Signature) Elizabeth M. Baldacci
(Print Name & Title) Elizabeth M. Baldacci, Co-Manager

(Signature) Thomas Augustin Baldacci
(Print Name & Title) Thomas Augustin Baldacci, Co-Manager

(Signature) Elizabeth A. Baldacci Martino
(Print Name & Title) Elizabeth Anne Baldacci Martino, Co-Manager

Attachments: Notary
Exhibit A & B
Resolution

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California,

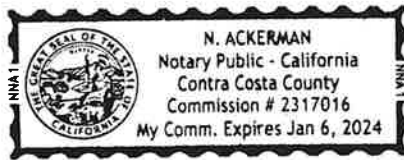
County of Contra Costa,

On June 21, 2022 before me, **N. ACKERMAN, NOTARY PUBLIC**, personally appeared
(Date)

Elizabeth M. Baldacci, Thomas Augustin Baldacci, and Elizabeth Anne Baldacci Martino who proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *N. Ackerman*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: Offer of Dedication-Road Purposes

Document Date: _____

Number of Pages: _____

EXHIBIT'A'
LEGAL DESCRIPTION
ROADWAY DEDICATION

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

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE MONUMENT LINE OF DANIEL DRIVE AS SHOWN ON THE MAP OF SUBDIVISION 4497 FILED IN BOOK 161 OF MAPS AT PAGE 24)

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CASATO PROPERTIES, LLC RECORDED ON AUGUST 31, 2018 UNDER RECORDERS SERIES NUMBER 2018-0140434 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND CONTRA COSTA COUNTY MONUMENT WD-33 AS SHOWN ON THE PRECISE ALIGNMENT PLAN FOR DANVILLE BOULEVARD PROJECT NUMBER PA 5301A AND ALONG THE MONUMENT LINE OF DANVILLE BOULEVARD SOUTH 45°30'34" EAST, 258.17 FEET;

THENCE LEAVING SAID MONUMENT LINE SOUTH 44°29'08" WEST, 44.99 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID PARCEL (2018-0140434) SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL AND THE WESTERLY RIGHT OF WAY LINE OF DANVILLE BOULEVARD SOUTH 45°30'52" EAST, 108.40 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 47°48'18" WEST, 108.49 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL (2018-0140434);

THENCE ALONG SAID NORTHERLY LINE NORTH 44°29'08" EAST, 4.34 FEET TO THE POINT OF BEGINNING.

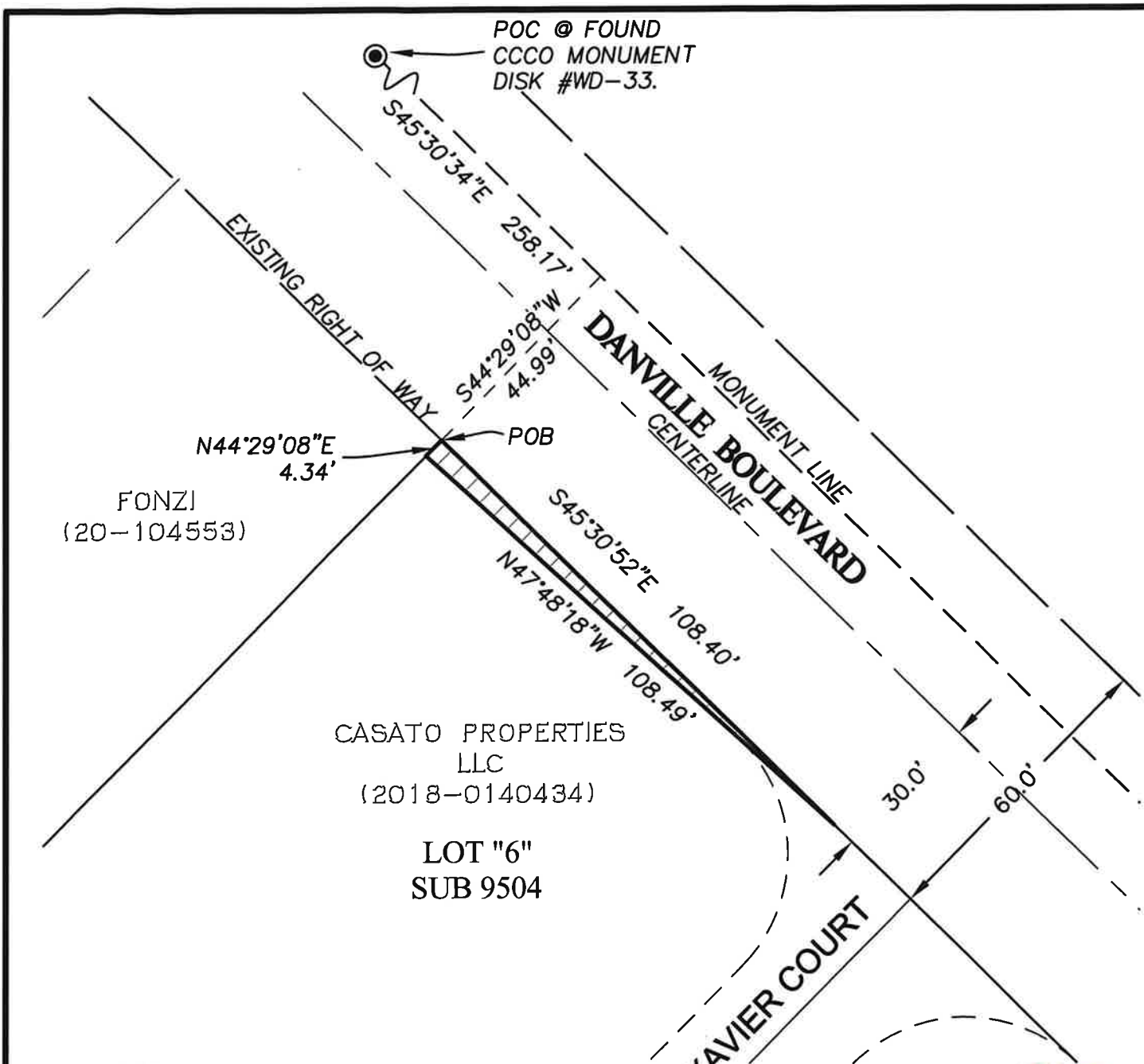
CONTAINING 235 SQUARE FEET OF LAND, MORE OR LESS.

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



BOB J. LEZCANO-LS8514

3-16-22





LEGEND

- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- STANDARD MONUMENT
-  DEDICATION AREA = 235 SF±



BASIS OF BEARINGS

BEARINGS ARE BASED ON THE MONUMENT LINE OF DANIEL DRIVE BETWEEN FOUND MONUMENTS AS SHOWN ON SUB 4497 (161 M 24) TAKEN AS NORTH 40°09'00" WEST



	817 Arnold Drive Ste. 50 Martinez, CA 94553 Ph: (925) 476-8499	EXHIBIT 'B'		DRAWN BY:	SHEET
		PLAT TO		BJL	
		ACCOMPANY LEGAL DESCRIPTION		PROJECT NO:	DATE:
		18076	3-16-2022		
		SCALE:			
		1"=30'			

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/218

IN THE MATTER OF accepting for recording purposes only an Offer of Dedication for Roadway Purposes for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

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

INSTRUMENT: Offer of Dedication for Roadway Purposes

REFERENCE: APN 201-010-007

GRANTOR: Casato Properties, LLC

AREA: Alamo

DISTRICT: II

Contact: Larry Gossett (925) 313-2016

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

ATTESTED: July 12, 2022

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

Stacey M Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Chris Lau - Maintenance, Renee Hutchins - Records, Karen Piona- Records, Ruben Hernandez - DCD, Casato Properties, LLC, Markel Insurance Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD18-09504, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/219 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 65, for subdivision SD18-09504.

CONSEQUENCE OF NEGATIVE ACTION:

The agreement will not be recorded and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2022/219

Stormwater Management Facilities Operation & Maintenance Agreement and Right of Entry

MINUTES ATTACHMENTS

Signed: Resolution No. 2022/219

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/219

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD18-09504 (APN 201-010-007), Alamo area. (District II)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Casato Properties, LLC, as required by the Conditions of Approval for subdivision SD18-09504. This agreement would ensure the operation and maintenance of the stormwater management facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD18-09504, which is located at 977 Danville Boulevard in the Alamo area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: Larry Gossett (925) 313-2016

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Michelle Mancuso- Watershed Program, Flood Control, John Steere, Watershed Program, Flood Control, Catherine Windham, Flood Control, Renee Hutchins - Records, Karen Piona- Records, Casato Properties, LLC, Markel Insurance Company

**Recording Requested By:
COUNTY OF CONTRA COSTA**

**When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services
255 Glacier Drive
Martinez, CA 94553**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY**

PROJECT: CDS18-09504

PROPERTY OWNER(S): Casato Properties, LLC

ASSESSOR'S PARCEL NUMBER(S): 201-010-007

**COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY**

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Casato Properties, LLC, and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term "**County**" means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Lot: The term "**Lot**" and "**Lots**" means the individual lots or parcels shown on the Map.

Map: The term "**Map**" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

Maintain: The terms "**maintain**," "**maintained**," or "**maintenance**" mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by APEX Civil Engineering & Land Surveying, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term "**Project**" means CDS18-09504, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean Casato Properties, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by APEX Civil Engineering & Land Surveying, Inc., and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of real property commonly known as the Contra Costa County Iron Horse Trail, a portion of which is located adjacent to the Property, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.
- F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the portion of the Contra Costa County Iron Horse Trail located adjacent to the Property, and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced roads and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 11

Authority: Each person signing this Agreement on behalf of Property Owner represents and warrants that he or she has complete authority to bind the Property Owner to the terms and conditions of this Agreement.

County of Contra Costa

Property Owner

By: _____
Brian M. Balbas, Public Works Director

By: Elizabeth M. Baldacci
Elizabeth M. Baldacci
Co-Manager

RECOMMENDED FOR APPROVAL:

Brian M. Balbas, Public Works Director

By: Elizabeth A. Baldacci Martino
Elizabeth Anne Baldacci Martino
Co-Manager

By: [Signature]
Public Works Director
For Brian Balbas

By: [Signature]
Thomas Augustin Baldacci
Co-Manager

APPROVED AS TO FORM:

Mary Ann McNett Mason
County Counsel

By: [Signature]
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibits A & B (Legal Description & Plat Map)
Acknowledgment

EXHIBIT 'A'
LEGAL DESCRIPTION

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

(THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE MONUMENT LINE OF DANIEL DRIVE AS SHOWN ON THE MAP OF SUBDIVISION 4497 FILED IN BOOK 161 OF MAPS AT PAGE 24)

BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN THE DEED TO CASATO PROPERTIES, LLC RECORDED ON AUGUST 31, 2018 UNDER RECORDERS SERIES NUMBER 2018-0140434 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID PARCEL (2018-0140434), SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF DANVILLE BOULEVARD, THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL SOUTH 45°21'00" WEST, 468.40 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL NORTH 40°09'00" WEST, 406.92 FEET;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 48°28'00" EAST, 276.96 FEET;

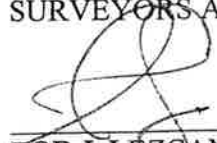
THENCE SOUTH 45°29'00" EAST, 134.22 FEET;

THENCE NORTH 44°29'08" EAST, 154.09 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE;

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 45°30'52" EAST, 258.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3.61 ACRES OF LAND, MORE OR LESS.

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



BOB J. LEZCANO-LS8514

3-18-22





DANVILLE BOULEVARD

CAMILLE AVE



LEGEND

-  BOUNDARY LINE
-  EX RIGHT OF WAY
- POB** POINT OF BEGINNING

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE MONUMENT LINE OF DANIEL DRIVE BETWEEN FOUND MONUMENTS AS SHOWN ON SUB 4497 (161 M 24) TAKEN AS NORTH 40°09'00" WEST



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

EXHIBIT 'B'
PLAT TO
ACCOMPANY LEGAL
DESCRIPTION

DRAWN BY: BJL	SHEET 1 OF 1
PROJECT NO: 18076	
SCALE: 1"=100'	DATE: 2-22-2022

ACKNOWLEDGMENT

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

State of California)

County of Contra Costa)

On June 21, 2022, before me, N. Ackerman, Notary Public,

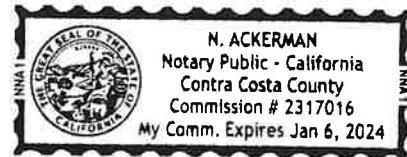
Notary Public, personally appeared Elizaboth M. Baldacci, Thomas Augustin Baldacci, and Elizabeth Anne Baldacci Martino

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

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

WITNESS my hand and official seal.

N. Ackerman
Signature of Notary Public



(SEAL)

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2022/219

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD18-09504 (APN 201-010-007), Alamo area. (District II)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Casato Properties, LLC, as required by the Conditions of Approval for subdivision SD18-09504. This agreement would ensure the operation and maintenance of the stormwater management facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD18-09504, which is located at 977 Danville Boulevard in the Alamo area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

Contact: Larry Gossett (925) 313-2016

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

ATTESTED: July 12, 2022

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

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

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Michelle Mancuso- Watershed Program, Flood Control, John Steere, Watershed Program, Flood Control, Catherine Windham, Flood Control, Renee Hutchins - Records, Karen Piona- Records, Casato Properties, LLC, Markel Insurance Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD18-09504, Alamo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/220 approving the Final Map and Subdivision Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD18-09504 and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2022/220

Final Map

Subdivision Agreement & Improvement Security Bond

Tax Letter & Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2022/220

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

Adopted this Resolution on 07/12/2022 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. 2022/220

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

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

I. Map

The Final Map of subdivision SD18-09504, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Casato Properties, LLC, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$3,970.00

Auditor's Deposit Permit No. DP850707 Date: June 17, 2022

Submitted by: Casato Properties, LLC

B. Surety Bond

Bond Company: Markel Insurance Company

Bond Number: 4451800 Date: April 21, 2022

Performance Amount: \$393,030.00

Labor & Materials Amount: \$198,500.00

Principal: Casato Properties, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$55,860.00, with security guaranteeing payment of said tax lien as follows:

Tax Surety

Bond Company: SureTec Insurance Company

Bond Number: 4451801 Date: April 25, 2022

Amount: \$55,860.00

Submitted by/Principal: Casato Properties, LLC

NOW, THEREFORE, BE IT RESOLVED:

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

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

Contact: Larry Gossett (925) 313-2016

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Dante Morabe - Design & Construction, Ruben Hernandez - DCD, Casato Properties, LLC, Markel Insurance Company, First American Title Company, T-04/21/2023

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DESCRIBED AND FURNISHED WITHIN THE HEAVY BLACK LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME, AND DOES HEREBY DEDICATE IN FEE TO THE COUNTY OF CONTRA COSTA FOR ROADWAY PURPOSES THAT PORTION THEREOF SHOWN AS DANVILLE BOULEVARD DEDICATION.

THE REAL PROPERTY DESCRIBED BELOW IS OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES; THE AREAS DESIGNATED AS "PUBLIC UTILITY EASEMENTS" OR "PIPE" ARE FOR PUBLIC UTILITY PURPOSES INCLUDING POLES, WIRES, CONDUITS, STORM DRAINS, FLOOD AND SURFACE WATER DRAINAGE, GAS LINES, ELECTRIC, TELEPHONE AND CABLE TELEVISION UTILITIES, INCLUDING THE RIGHTS OF INGRESS, EGRESS, CONSTRUCTION, RECONSTRUCTION, ACCESS FOR MAINTENANCE OF WORKS, IMPROVEMENTS, AND STRUCTURES, AND THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA MARKED "SANITARY SEWER EASEMENT," OR "SSE," IS OFFERED FOR DEDICATION TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT (CENTRAL SAN) OR ITS SUCCESSORS OR ASSIGNS IN GROSS, AS AN EXCLUSIVE SUBSURFACE EASEMENT AND NON-EXCLUSIVE SURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR, ALTER, OPERATE, MAINTAIN, REPLACE WITHIN THE (INITIAL OR OTHER) SIZE AND REPAIR SUCH LINE OR LINES AS CENTRAL SAN SHALL FROM TIME TO TIME ELECT FOR CONVEYING SEWAGE OR RECYCLED WATER, AND ALL NECESSARY MAINTENANCE ACCESS STRUCTURES, LATRINALS AND APPURTENANCES THEREOF, OVER AND UNDER SUCH ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNERS PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS AND EMERGENCY ACCESS SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, AVENUES OR OTHER ROUTES TO THE EXTENT POSSIBLE AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. THIS OFFER OF DEDICATION FOR THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE OTHER RIGHTS GRANTED HEREIN.

THE OWNER RESERVES THE RIGHT TO LANDSCAPE OR MAKE SUCH OTHER USE OF THE LANDS INCLUDED WITHIN THE EASEMENTS WHICH ARE CONSISTENT WITH CENTRAL SAN'S USE; HOWEVER, SUCH OTHER USES OF THE LANDS SHALL NOT BE LIMITED TO HOUSES, GARAGES, OUTBUILDINGS, SWIMMING POOLS, TENNIS COURTS, RETAINING WALLS, DECKS, PATIOS, ENGINEERED DRAINAGE FACILITIES (BIO-SWALES) OR OTHER ACTIVITY WHICH MAY INTERFERE WITH CENTRAL SAN'S ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN.

MAINTENANCE ACCESS STRUCTURES (MANHOLES, RODDING INLETS, ETC.) CONSTRUCTED WITHIN THE EASEMENT SHALL BE MAINTAINED AND REPAIRED BY CENTRAL SAN AND SHALL REMAIN OPEN, EXPOSED AND ACCESSIBLE AT ALL TIMES FOR ROUTINE AND/OR EMERGENCY MAINTENANCE THAT MAY BE DEEMED NECESSARY BY CENTRAL SAN FROM TIME TO TIME.

CENTRAL SAN, AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, AND SHALL NOT ASSUME ANY LIABILITY UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF CENTRAL SAN, OR ITS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CENTRAL SAN FROM ANY LIABILITY WITH RESPECT TO THE EASEMENTS, PRIOR TO THE FORMAL ACCEPTANCE OF SAID EASEMENTS BY APPROPRIATE ACTION OF CENTRAL SAN.

THE AREA MARKED EBMUD IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, OPERATING AND USING ANY FACILITIES NECESSARY FOR THE TRANSMISSION OF UTILITIES, AND ALL NECESSARY FIXTURES, INCLUDING UNDERGROUNDS AND ACROSS SAID EASEMENT TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S POLICY; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, AND TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT. NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT. EBMUD SHALL ACCEPT THIS EASEMENT BY A SEPARATELY RECORDED INSTRUMENT.

**SUBDIVISION 9504
"XAVIER ESTATES"**

BEING A SUBDIVISION OF THAT PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY RS 3162 FILED IN BOOK 136 OF LICENSED SURVEYORS MAPS AT PAGE 20, A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA



FEBRUARY, 2022

OWNER'S STATEMENT (CONT.)

WE ALSO RESERVE AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES FOR THE AREAS OVER, AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

WE ALSO RESERVE A PRIVATE EASEMENT FOR INGRESS, EGRESS AND PRIVATE UTILITIES IN FAVOR OF LOTS 1 THROUGH 6, IN THOSE AREAS DESIGNATED AS "XAVIER COURTY, PRIVATE ACCESS AND UTILITY EASEMENT (PAUE)" WITH MAINTENANCE OF ALL IMPROVEMENTS WITHIN SAID EASEMENT TO BE PERFORMED BY THE OWNERS OF SAID LOTS AS OUTLINED IN A SHARED MAINTENANCE AGREEMENT TO BE RECORDED BY SEPARATE DOCUMENT.

THE UNDERSIGNED FURTHER RELINQUISHES TO CONTRA COSTA COUNTY, ALL ABUTTERS RIGHTS OF ACCESS ALONG DANVILLE BOULEVARD DEPICTED HEREON BY THE SYMBOL

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES OF RECORD.

CASATO PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: *Elizabeth M. Baldacci*
ELIZABETH M. BALDACCIO, CO-MANAGER

BY: *Elizabeth A. Baldacci Martin*
ELIZABETH ANNE BALDACCIO MARTINO, CO-MANAGER

BY: *Thomas Baldacci*
THOMAS BALDACCIO, CO-MANAGER

OWNER'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

ON MAY 26, 2022 BEFORE ME, M. ALEXANDER, Notary Public,
PERSONALLY APPEARED ELIZABETH M. BALDACCIO,

ELIZABETH ANNE BALDACCIO MARTINO AND THOMAS A. BALDACCIO WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) WERE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE(S) SHE(Y) EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE NOTARY: *M. Alexander*

NAME (PRINTED OR TYPED): M. Alexander

MY COMMISSION EXPIRES: Jan 6, 2024

COUNTY OF NOTARY: CONTRA COSTA

PRINCIPAL PLACE OF BUSINESS: SAN RAMON

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUEST OF CASTLE COMPANIES IN AUGUST OF 2018. I HEREBY STATE THAT THIS SUBDIVISION MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BOB J. LEZGANDS, LS 8574

15-26-22
DATED



COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION 9504, XAVIER ESTATES" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED , AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS DAY OF AT M. IN BOOK OF MAPS AT PAGE SERIES NO. AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

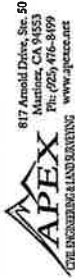
DEBORAH COOPER
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY:
DEPUTY COUNTY RECORDER

**SUBDIVISION 9504
"XAVIER ESTATES"**

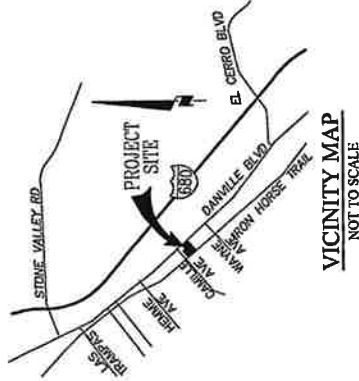
BEING A SUBDIVISION OF THAT PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY RS 3162 FILED IN BOOK 136 OF LICENSED SURVEYORS' MAPS AT PAGE 20. A PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY, CALIFORNIA



817 Amador Drive, Ste. 20
Martinez, CA 94553
Ph: (925) 976-8199
www.apexca.net

FEBRUARY, 2022



VICINITY MAP
NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE

STATE OF CALIFORNIA,
CONTRA COSTA COUNTY

I, MONICA NINO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 9504, XAVIER ESTATES" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING APPROVE SAID MAP, AND DID NOT ACCEPT ANY DEDICATIONS SHOWN THEREON.

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

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

MONICA NINO
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

COUNTY SURVEYOR'S STATEMENT

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

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

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THE ZONING ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

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

BY: *Aruna Bhat* DATE: 05/05/2022

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY STEVENS FERRONE AND BAILEY, DATED JULY 18, 2018, JOB NO. 254-63 HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE DEPARTMENT OF CONSERVATION AND DEVELOPMENT, CONTRA COSTA COUNTY.

JASON GRAY
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: *Jason Gray* DATE: 6/7/22

SUBDIVISION 9504 "XAVIER ESTATES"

BEING A SUBDIVISION OF THAT PARCEL OF LAND SHOWN ON THE RECORD OF SURVEY RS 3162 FILED IN BOOK 136 OF LICENSED SURVEYORS MAPS AT PAGE 20, A PORTION OF THE RANCHO SAN RAMON CONTRA COSTA COUNTY, CALIFORNIA



817 Arnold Drive, Ste. 30
Martinez, CA 94553
Tel: (925) 476-8499
www.apexca.net

FEBRUARY 2022 SCALE: 1"=50'



- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - EXISTING RIGHT-OF-WAY LINE
 - LOT LINE
 - CENTERLINE
 - MONUMENT LINE
 - ADJACENT LOT LINE
- (M-M) FOUND STANDARD STREET MONUMENT
 (T) MONUMENT TO MONUMENT
 () TOTAL
 () RECORD DATA
 CALC CALCULATED
 IP IRON PIPE
 SNF SEARCHED FOR NOTHING FOUND

REFERENCES

- (1) RECORD OF SURVEY 138 LSM 20
- (2) SUB 4497-161 M 24
- (3) CONTRA COSTA COUNTY RIGHT OF WAY MAP PA-6301-A ON FILE IN COUNTY OFFICES

BASIS OF BEARINGS

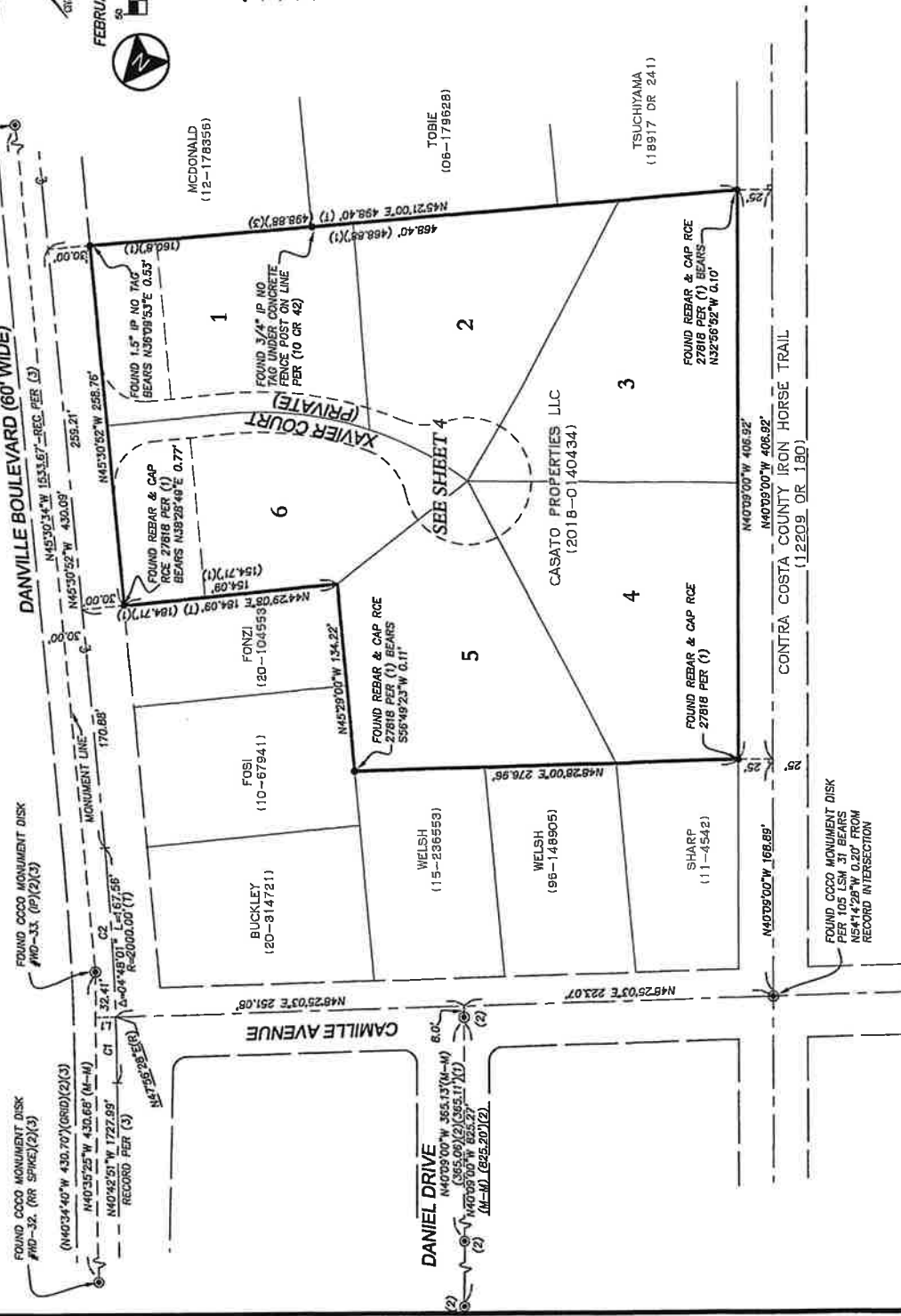
BEARINGS ARE BASED ON THE MONUMENT LINE OF DANIEL DRIVE BETWEEN FOUND MONUMENTS AS SHOWN ON SUB 4497 (161 M 24) TAKEN AS NORTH 40°09'00" WEST

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
1	2000.00'	07°20'41"	46.94'
2	2000.00'	03°27'20"	120.62'

LINE TABLE

NO	BEARING	LENGTH
1	S46°25'03"W	14.20'



APN 201-010-007

JOB NO. 181076

SHEET 3 OF 4

SUBDIVISION 9504

"XAVIER ESTATES"

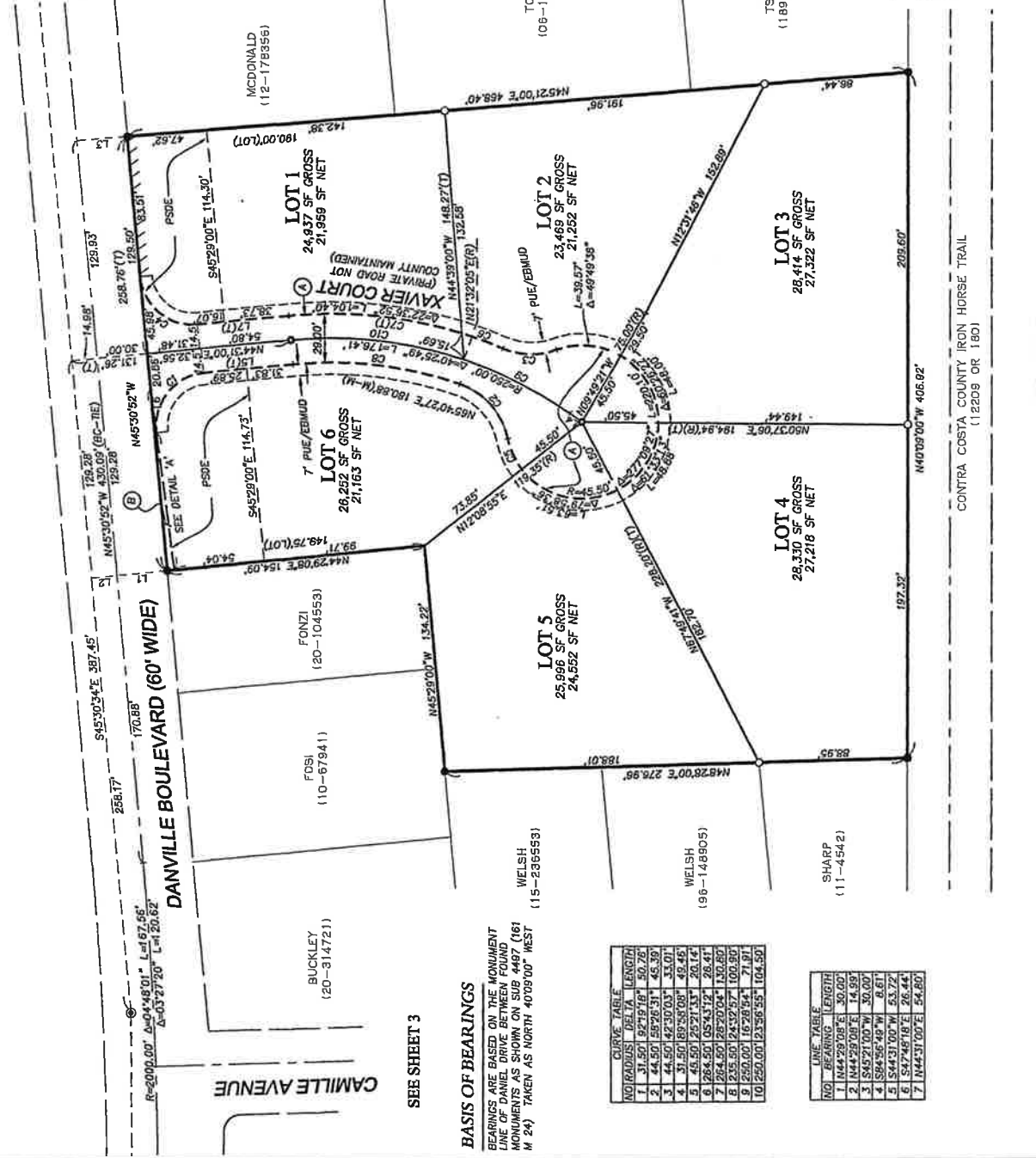
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LEGEND

- SUBDIVISION BOUNDARY LINE
- EXISTING RIGHT-OF-WAY LINE
- LOT LINE
- PRIVATE ACCESS & UTILITY ESMT
- CENTERLINE
- NEW EASEMENT LINE
- MONUMENT LINE
- ADJACENT LOT LINE

- Denotes Relinquishment of Abutter's Rights
- FIND STD COUNTY MONUMENT
- SET STANDARD MON., LS 8514
- SET 1/2" REBAR AND CAP, LS 8514
- FOUND SURVEY MARKER
- MONUMENT TO MONUMENT
- TOTAL
- RADIAL
- RECORD DATA
- EMERGENCY VEHICLE ACCESS EASEMENT
- PRIVATE ACCESS & UTILITY EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PUBLIC UTILITY EASEMENT
- SANITARY SEWER EASEMENT
- EAST BAY MUNICIPAL UTILITY DISTRICT WATER LINE EASEMENT
- DENOTES EVIDENCE, PSDE, EMBUD, PAE
- (A) DANVILLE BOULEVARD DEDICATION STRIP DEDICATED TO CONTRA COSTA COUNTY FOR ROADWAY PURPOSES
- (B)



BASIS OF BEARINGS

BEARINGS ARE BASED ON THE MONUMENT LINE 1/2" DIAM. SMOKE POINT (161 M 24) TAKEN AS NORTH, 4000'00" WEST

NO	RADIUS	DELTA	LENGTH
1	31.50	89°23'18"	50.78
2	44.50	58°26'31"	45.39
3	44.50	147°30'00"	33.01
4	44.50	23°31'13"	35.49
5	44.50	103°51'13"	26.41
6	26.41	05°41'12"	26.41
7	26.41	28°20'04"	130.80
8	130.80	24°52'52"	100.80
9	100.80	16°20'54"	71.91
10	250.00	123°56'55"	104.50

NO	BEARING	LENGTH
1	N44°29'08"E	30.00
2	N44°29'08"E	14.93
3	S45°21'00"W	30.00
4	S89°56'49"W	8.61
5	S44°31'00"W	53.72
6	S47°46'18"E	26.44
7	N44°31'00"E	54.80

SEE SHEET 3

JOB NO. 18076

APN 201-010-007

CONTRA COSTA COUNTY IRON HORSE TRAIL (12209 OR 180)

DETAIL 'A'

SHEET 4 OF 4

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


Subdivision: SD18-09504
Subdivider: Casato Properties, LLC

Effective Date: Date Approved by BOS
Completion Period: 2-years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY
Brian M. Balbas, Public Works Director

By: _____

SUBDIVIDER


Print Name JAMES S. BALDRACCI
Print Title PRESIDENT

RECOMMENDED FOR APPROVAL:

By: 
Engineering Services Division

Print Name: _____
Print Title: _____

FORM APPROVED: Silvano B. Marchesi, County Counsel

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

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

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

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

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

A. **For Performance and Guarantee:** \$ 3,970.00 cash, plus additional security, in the amount of \$ 393,030.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

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

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

B. **For Payment:** Security in the amount: \$ 198,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subdivision: SD18-09504
 Bond No.: 4451800
 Premium: \$5,895.00
 Any claim under this Bond should be sent
 to the following address:
Markel Insurance Company
3131 Camino del Rio N, Ste. 1450
San Diego, CA 92108

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision SD18-09504, as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

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

(A. Performance and Guarantee) THREE HUNDRED NINETY THREE THOUSAND THIRTY AND 00/100 Dollars (\$ 393,030.00) for itself or any city assignee under the above Subdivision Agreement.
 (B. Payment) ONE HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 198,500.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

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

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

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

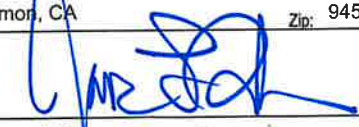
B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid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


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

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

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

SIGNED AND SEALED on April 21, 2022

Principal: Casato Properties, LLC
 Address: 12885 Alcosta Blvd., Suite A
San Ramon, CA Zip: 94583
 By: 
 Print Name: James F. Baldacci
 Title: President

Surety: Markel Insurance Company
 Address: 3131 Camino del Rio N, Ste. 1450
San Diego, CA Zip: 92108
 By: 
 Print Name: Jonathan Russell
 Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]
 Form Approved by County Counsel
 [Rev. 1/06]

Markel Insurance Company

LIMITED POWER OF ATTORNEY

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

Patricia Drew, Deepa Neupane, Jonathan Russell, Jeff Parkhurst, Stella Winterbourne

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

In Unlimited Amounts

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

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

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

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

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 24th day of February, 2021.

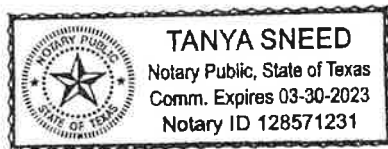
State of Texas
Travis County

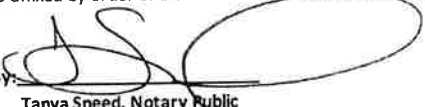


MARKEL INSURANCE COMPANY

By: 
Lindey L. Jennings, Vice President

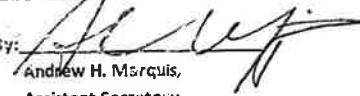
On this 24th day of February, 2021 before me personally came Lindey L. Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, that he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: 
Tanya Sneed, Notary Public
My commission expires 3/30/2023

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

Given under my hand and the seal of said Company at Austin, Texas this 21st day of April, 2022

By: 
Andrew H. Marquis,
Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510579
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento

}

On 4/21/22 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell

Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa

On 4/22/22 before me, Stephanie Ruiz Martinez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James F. Baldacci
Name of Signer

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 608 - 9500
(925) 608 - 9598 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor



Date: 6/2/2022

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9504	Alamo	66009

Parcel #: 201-010-007-7

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

The 2021-2022 tax lien has been paid in full. Our estimate of the 2022-2023 tax lien, which became a Lien on the **1st day of January, 2022** is :

\$55,860.00

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS
Treasurer-Tax Collector

By:

PRINCIPAL

**Casato Properties, LLC
12885 Alcosta Boulevard, Suite A
San Ramon, CA 94583
Phone: (925)328-1000**

TITLE COMPANY

**First American Title Company
1001 Galaxy Way, Suite 315
Concord, CA 94520
Attention: Teodora Tuazon
Phone: (925)356-7002**

Order Number: 0192-5808398

SURETY

**Name: SureTec Insurance Company
Address: 3131 Camino del Rio N., Suite 1450
San Diego, CA 92108
Phone #: (619) 400-4100**

Tax Year 2022/2023

Bond No.: 4451801
Premium: \$1,117.00

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT, **CASATO PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY**, as principal and (Surety) SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, and authorized to transact surety business in California as surety are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **Fifty-Five Thousand, Eight Hundred Sixty Dollars (\$55,860.00)**, to be paid to said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.


Sealed with our Seals and dated this 25th day of April 2022.

The conditions of the above obligation is such that WHEREAS, the above bounded principal is about to file a map entitled **9504** and covering a subdivision of a tract of land in said County of Contra Costa and there are certain liens for taxes and special assessments collected as taxes, against the said tract of land covered by said map, which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW, THEREFORE, if the said **Principal**, shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map of said tract, then this obligation shall be void and of no effect, otherwise it shall remain in full force and effect.


DATE: 4/27/22
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: [Signature]

CASATO PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

By: 

Name: JAMES F. BALDAERI

Title: PRESIDENT

~~Principal Castle Companies~~ 
Principal Casato Properties, LLC

SureTec Insurance Company

By: 

Name: Jonathan Russell

Title: Attorney-in-Fact

Surety

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Patricia Drew, Deepa Neupane, Jonathan Russell, Jeff Parkhurst, Stella Winterbourne

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."


IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of February, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 24th day of February, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 25th day of April, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 4/25/22 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa

On April 26, 2022 before me, Stephanie Ruiz Martinez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared James F. Baldacci
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

AYE: 5

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/220

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD18-09504, for a project being developed by Casato Properties, LLC, as recommended by the Public Works Director, Alamo area. (District II)

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

I. Map

The Final Map of subdivision SD18-09504, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Casato Properties, LLC, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$3,970.00

Auditor's Deposit Permit No. DP850707 Date: June 17, 2022

Submitted by: Casato Properties, LLC

B. Surety Bond

Bond Company: Markel Insurance Company

Bond Number: 4451800 Date: April 21, 2022

Performance Amount: \$393,030.00

Labor & Materials Amount: \$198,500.00

Principal: Casato Properties, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$55,860.00, with security guaranteeing payment of said tax lien as follows:

Tax Surety

Bond Company: SureTec Insurance Company

Bond Number: 4451801 Date: April 25, 2022

Amount: \$55,860.00

Submitted by/Principal: Casato Properties, LLC

NOW, THEREFORE, BE IT RESOLVED:

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

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

Contact: Larry Gossett (925) 313-2016

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy 

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Renee Hutchins - Records, Karen Piona- Records, Chris Hallford -Mapping , Michael Mann- Finance, Chris Lau - Maintenance, Dante Morabe - Design & Construction, Ruben Hernandez - DCD, Casato Properties, LLC, Markel Insurance Company, First American Title Company, T-04/21/2023



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD21-09590, Lafayette area.

RECOMMENDATION(S):

ADOPT Resolution No. 2022/242 approving the Final Map and Subdivision Agreement for subdivision SD21-09590, for a project being developed by the Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD21-09590 and has determined that all conditions of approval for final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2022/242

Final Map

Subdivision Agreement & Improvement Security Bond

Tax Letter & Surety Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2022/242

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

Adopted this Resolution on 07/12/2022 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. 2022/242

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD19-09590, for a project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District IV)

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

I. Map

The Final Map of subdivision SD19-09590, property located in the Lafayette area, Supervisorial District IV, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Matthew Lawrence Locati Revocable Living Trust, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within two years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$7,250.00

Auditor's Deposit Permit No. 803462 Date: February 20, 2022

Submitted by: Matthew Locati

B. Surety Bond

Bond Company: The Ohio Casualty Insurance

Bond Number: 070216592 Date: January 6, 2022

Performance Amount: \$717,750.00

Labor & Materials Amount: \$362,500.00

Principal: Matthew Lawrence Locati Revocable Living Trust

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$40,570.00, with security guaranteeing payment of said tax lien as follows:

· Tax Surety

Bond Company: The Ohio Casualty Insurance Company

Bond Number: 070216601 Date: February 11, 2022

Amount: \$40,570.00

Principal: Matthew Locati Revocable Living Trust

NOW, THEREFORE, BE IT RESOLVED:

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

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

ATTESTED: July 12, 2022

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

Contact: Larry Gossett (925) 313-2016

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Bonnie Ruso, Design & Construction, Renee Hutchins - Records, Karen Piona- Records, Chris Hallford -Mapping , Chris Lau - Maintenance, Michael Mann- Finance, Matthew Lawrence Locati Revocable Living Trust, The Ohio Casualty Insurance Company, T-04/12/2023

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE SUBDIVISION MARKED "LAFAYETTE OAKS - PHASE 2" AS SHOWN ON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDATION OF THIS MAP.

THAT THE AREAS DESIGNATED ON THIS MAP AS "P.U.E." (DIABLO VISTA WAY) (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) ARE FOR INGRESS AND EGRESS, UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, "THE FACILITIES" INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, AND THE RIGHTS OF THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9590 TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS.

THAT THE AREAS DESIGNATED ON THIS MAP AS "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) ARE FOR PRIVATE STORM DRAIN PURPOSES FOR THE USE OF THE OWNERS AND SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9590 INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS.

THAT THE AREAS DESIGNATED ON THIS MAP AS "S.W.M.E." (STORMWATER MANAGEMENT EASEMENT) ARE FOR STORMWATER AND APPURTENANT STORM DRAIN PURPOSES FOR THE USE OF THE OWNERS AS DESIGNATED AND SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OF SUBDIVISION 9590 INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS.

THE AREA MARKED "EMUD" ON THIS MAP IS DEDICATED TO EAST BAY MUNICIPAL UTILITY DISTRICT AS A PERPETUAL EASEMENT FOR THE PURPOSE OF CONSTRUCTING, REPLACING, MAINTAINING, AND USING ANY FACILITIES NECESSARY FOR THE TRANSMISSION OF WATER, GAS, ELECTRICITY, CABLE TELEVISION, TELEPHONE, AND ALL APPURTENANCES THERETO, IN, UNDER, ALONG AND ACROSS SAID EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT AND THE RIGHT AT ALL TIMES TO ENTER IN, OVER AND UPON SAID EASEMENT AND EVERY PART THEREOF.

THE EASEMENT AREA MAY BE LANDSCAPED IN A MANNER CONSISTENT WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S USE; HOWEVER, NO BUILDING OR STRUCTURE MAY BE PLACED ON SAID EASEMENT, NO TREES MAY BE PLANTED WITHIN THE EASEMENT AREA AND NO CHANGES MAY BE MADE TO THE EXISTING SURFACE ELEVATION (GRADE) OF THE EASEMENT AREA BY MORE THAN ONE (1) FOOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY INTERFERE WITH EAST BAY MUNICIPAL UTILITY DISTRICT'S FULL ENJOYMENT OF SAID EASEMENT. EMUD SHALL ACCEPT THIS EASEMENT BY SEPARATE INSTRUMENT.

THE FOLLOWING REAL PROPERTY IS DEDICATED AS NON-EXCLUSIVE EASEMENTS FOR PUBLIC UTILITY PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE CONSTRUCTION, MAINTENANCE, USE AND OPERATION OF, BUT NOT LIMITED TO, WATER MAINS OR SERVICES, GAS MAINS, ELECTRICITY, CABLE TELEVISION, TELEPHONE, AND ALL APPURTENANCES THERETO, ON OVER AND UNDER SAID AREAS: ALL THOSE AREAS DESIGNATED HEREIN AS "PUBLIC UTILITY EASEMENT" OR "P.U.E."

THE AREA MARKED "SANITARY SEWER EASEMENT" OR "SSE" IS OFFERED FOR DEDICATION TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT (CENTRAL SAN) OR ITS SUCCESSORS OR ASSIGNS OR SUCCESSORS AS AN EXCLUSIVE SUBSURFACE EASEMENT (OR AS A PERPETUAL EASEMENT) FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, ALTER, OPERATE, MAINTAIN, REPLACE (WITH THE INITIAL OR OTHER SIZE) AND REPAIR SUCH SEWER LINE OR LINES AS CENTRAL SAN SHALL FROM TIME TO TIME ELECT FOR CONVEYING SEWAGE OR RECYCLED WATER, AND ALL NECESSARY MAINTENANCE ACCESS STRUCTURES, MATERIALS AND APPURTENANCES THERETO, OVER AND UNDER SUCH EASEMENT, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID EASEMENT ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNER'S PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS AND AVENUES OR OTHER ROUTES SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, AND AVENUES OR OTHER ROUTES TO THE EXTENT POSSIBLE AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. THIS OFFER OF EASEMENT IS FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN AND NOT FOR THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE OTHER RIGHTS GRANTED HEREIN.

SUBDIVISION 9590

"LAFAYETTE OAKS - PHASE 2"
ALL OF PARCEL A, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS-PHASE 1, SUBDIVISION NO. 9442" FILED FOR RECORD ON NOVEMBER 2, 2020, IN BOOK 544 OF MAPS, AT PAGE 11-18 OFFICIAL RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA
MARCH ~ 2022



CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS
Aliquot Associates, Inc.
1380 S Main St. - Ste. 310
Walnut Creek, CA 94598
Telephone: (925) 476-2300
Fax: (925) 476-2380

OWNER'S STATEMENT CONTINUED

CENTRAL SAN, AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH SUCH OFFER, OR FOR THE OFFERED EASEMENTS OR ANY IMPROVEMENTS THEREON, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF CENTRAL SAN, OR ITS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CENTRAL SAN FROM ANY LIABILITY WITH RESPECT TO THE ACTION OF CENTRAL SAN, ARISING FROM THE FORMAL ACCEPTANCE OF SAID EASEMENTS BY APPROPRIATE ACTION OF CENTRAL SAN.

THE RIGHTS AND USE OF ALL PRIVATE EASEMENTS SHALL BE IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUBDIVISION 9590.

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

OWNER

MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE LIVING TRUST.

Matthew Lawrence Locati
MATTHEW LAWRENCE LOCATI - TRUSTEE

March 4 2022
DATE

OWNER'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA
COUNTY OF Contra Costa
ON MARCH 4, 2022, BEFORE ME, FARUK ARADESHER, PERSONALLY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT(S) HAD/HADN'T BEEN IN HIS/HER/ITS FULL MIND AND VOLUNTARY ENTRY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE OF NOTARY: *Faruk Aradesher*
NAME (PRINTED OR TYPED): FARUK ARADESHER
MY COMMISSION EXPIRES: 4-9-23
COUNTY OF NOTARY: CONTRA COSTA
PRINCIPAL PLACE OF BUSINESS: WALNUT CREEK



COUNTY SURVEYOR'S STATEMENT

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

JAMES A. STEIN _____ DATE _____
COUNTY SURVEYOR

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M. IN _____
BOOK _____ OF MAPS AT PAGE _____ AT THE REQUEST OF OLD
REPUBLIC TITLE COMPANY.

DEBORAH R. COOPER
COUNTY RECORDER
B1: DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES THEREOF. THE INSTRUMENTS IN CONNECTION WITH THIS MAP, INCLUDING THE LOCATION OF THE MONUMENTS, ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE FEBRUARY 28, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Vincent J. Daló
VINCENT J. DALO
L.S. 4210



3/6/22
DATE

SUBDIVISION 9590
"LAFAYETTE OAKS - PHASE 2"
 ALL OF PARCEL A, AS SHOWN ON THAT CERTAIN
 SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS—PHASE 1,
 SUBDIVISION NO. 9442," FILED FOR RECORD ON NOVEMBER 2,
 2020, IN BOOK 544 OF MAPS, AT PAGE 11-18 OFFICIAL
 RECORDS OF CONTRA COSTA COUNTY
CONTRA COSTA COUNTY, CALIFORNIA
MARCH - 2022



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ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THE ZONING ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON
 WHICH THIS FINAL MAP IS BASED.

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

BY: *Aruna Bhat*
 DATED: 3/14/22, 2022

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA
 COUNTY OF CONTRA COSTA

I, MONICA NIÑO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR
 OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT
 THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 9590 LAFAYETTE OAKS—PHASE
 2," AS SUBMITTED TO THE BOARD OF SUPERVISORS, HAS BEEN APPROVED BY THE BOARD OF
 SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON
 _____ DAY OF _____, 2022, AND THAT SAID BOARD OF
 SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID
 MEETING, APPROVE SAID MAP AND DID ACCEPT SUBJECT TO INSTALLATION AND
 ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE PARCELS OR
 EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF
 _____, 2022.

MONICA NIÑO
 CLERK OF THE BOARD OF SUPERVISORS
 AND COUNTY ADMINISTRATOR

BY: _____
 DEPUTY CLERK

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY THE STEVENS FERRONE & BAILEY
 ENGINEERING COMPANY, INC., DATED JUNE, 2014, SFB PROJECT NO. 633-1 HAS BEEN
 RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE DEPARTMENT OF
 CONSERVATION AND DEVELOPMENT, CONTRA COSTA COUNTY.

JASON CRAIG
 DEPUTY DIRECTOR
 DEPARTMENT OF CONSERVATION AND DEVELOPMENT
 BUILDING INSPECTION DIVISION

BY: *Jason Craig*
 DATED: 4/25, 2022

SUBDIVISION 9590

"LAFAYETTE OAKS - PHASE 2"

ALL OF PARCEL A, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS-PHASE 1, SUBDIVISION NO. 9442" FILED FOR RECORD ON NOVEMBER 2, 2020, IN BOOK 544 OF MAPS, AT PAGE 11-18 OFFICIAL RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA
MARCH - 2022



Aliquot Associates, Inc.
1900 S. Main St., Ste. 310
Hayward, CA 94504
Telephone: (925) 476-2300
Fax: (925) 476-2350

CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 86°04'37" WEST AS DETERMINED BY FOUND MONUMENTS ALONG THE NORTH LINE OF LOT 1 AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS PHASE-1" SUBDIVISION NO. 9442 FILED FOR RECORD IN BOOK 544 OF MAPS, AT PAGES 11-18 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

RECORD REFERENCES

(1) "LAFAYETTE OAKS PHASE-1" SUBDIVISION 9442 BOOK 544 OF MAPS, AT PAGE 11-18 DATED: NOVEMBER 2ND, 2020

LEGEND

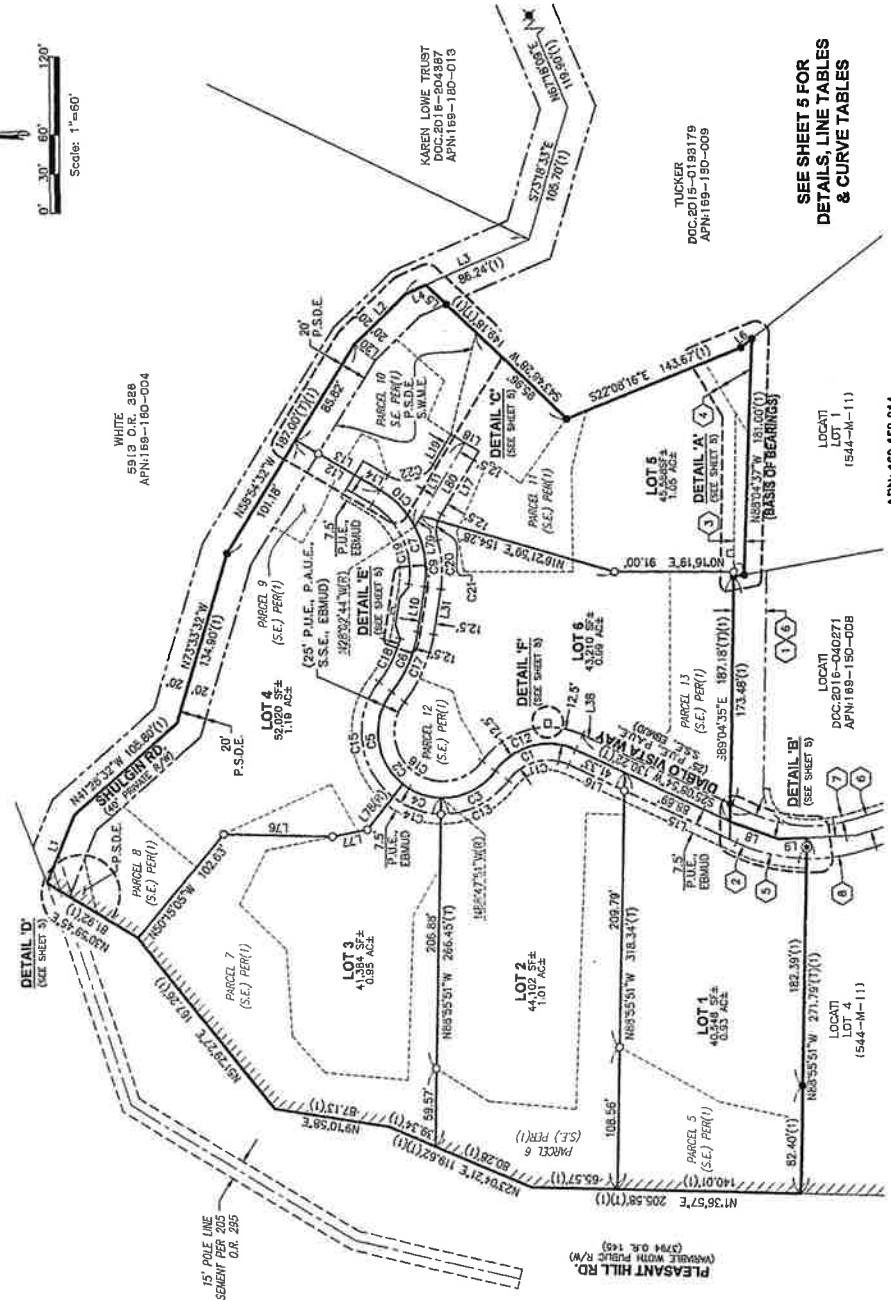
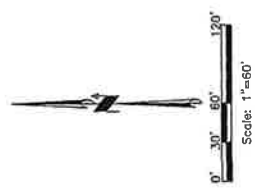
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTERLINE
- RIGHT-OF-WAY LINE/ACCESS EASEMENT
- EXISTING EASEMENT LINE (AS NOTED)
- PROPOSED EASEMENT LINE (AS NOTED)
- BOUNDARY TIE LINE
- RELINQUISHMENT OF ADJUTER'S RIGHTS, AND PRIVATE ACCESS PROHIBITED
- FOUND STANDARD STREET MONUMENT PER (1)
- 4210' PER (1)
- FOUND 1" IRON PIPE WITH NO TAG PER (1)
- SET 1/2" REBAR WITH CAP STAMPED "L.S. 4210" ACRES
- DOCUMENT NUMBER
- EAST BAY MUNICIPAL UTILITY DISTRICT MONUMENT TO MONUMENT
- OFFICIAL RECORDS OF CONTRA COSTA COUNTY
- PUBLIC UTILITY EASEMENT
- PRIVATE ACCESS & UTILITY EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- RECORD DATA
- SCENIC EASEMENT
- SQUARE FEET
- SANITARY SEWER EASEMENT
- STORMWATER MANAGEMENT EASEMENT
- TOTAL
- EXISTING EASEMENT REFERENCE NUMBER (SEE SHEET 3)

EXISTING EASEMENT REFERENCE LIST

1. PARCEL 2 ACCESS & UTILITY EASEMENT APPURTENANT TO RESULTANT LOT 1 PER DOCUMENT NO.: 2015-0193190.
2. INGRESS/EGRESS & WATERLINE EASEMENT GRANTED TO EBMUD PER DOCUMENT NO.: 2016-0040967.
3. P.A.U.E (C) PER "LAFAYETTE OAKS-PHASE 1" SUBDIVISION NO. 9442 FILED FOR RECORD ON NOVEMBER 2, 2020 IN BOOK 544 OF MAPS, AT PAGES 11-18.
4. P.S.D.E. PER "LAFAYETTE OAKS-PHASE 1" SUBDIVISION NO. 9442 FILED FOR RECORD ON NOVEMBER 2, 2020 IN BOOK 544 OF MAPS, AT PAGES 11-18.
5. P.A.U.E (A) PER "LAFAYETTE OAKS-PHASE 1" SUBDIVISION NO. 9442 FILED FOR RECORD ON NOVEMBER 2, 2020 IN BOOK 544 OF MAPS, AT PAGES 11-18.
6. RESERVATION FOR ACCESS & UTILITY EASEMENT PER DOCUMENT NO.: 2016-0040271.
7. RESERVATION FOR 5' PUBLIC UTILITY EASEMENT PER DOCUMENT NO.: 2016-0040271.
8. PARCEL 2 ACCESS & UTILITY EASEMENT PER DOCUMENT NO.: 2016-0040271.

SURVEYOR'S NOTES

1. THE SUBDIVISION BOUNDARY AS SHOWN HEREON CONTAINS 6.13 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, AND ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
3. THE SUBDIVISION BOUNDARY AS SHOWN HEREON IS BASED ON THAT CERTAIN SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS-PHASE 1" SUBDIVISION NO. 9442 FILED FOR RECORD ON NOVEMBER 2, 2020 IN BOOK 544 OF MAPS, AT PAGE 11-18.



SEE SHEET 5 FOR
DETAILS, LINE TABLES
& CURVE TABLES

TUCKER
DOC.2015-0189179
APN:169-150-009

LOCATI
LOT 1
(1544-11-11)

LOCATI
LOT 4
APN:169-150-008

APN: 169-150-014

RECORD REFERENCES

- (1) "LAFAYETTE OAKS PHASE-1" SUBDIVISION 9442, BOOK 544 OF MAPS, AT PAGE 11-18 DATED: NOVEMBER 2, 2020

SCENIC EASEMENT CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C16	37.50'	181°56'56"	119.09'	S37°12'44"W	74.89'
C25	62.50'	75°59'35"	82.90'	N12°50'54"W	76.95'
C26	62.50'	2°55'03"	3.18'	N82°18'13"W	3.18'
C27	112.50'	18°02'15"	35.42'	S71°47'11"E	35.27'
C28	112.50'	10°57'15"	21.51'	S57°17'26"E	21.48'
C22	25.50'	89°54'59"	40.02'	S13°48'33"E	39.04'

SCENIC EASEMENT SHEET

WHITE
5913 O.R. 366
APN:109-180-004

SUBDIVISION 9590
"LAFAYETTE OAKS - PHASE 2"
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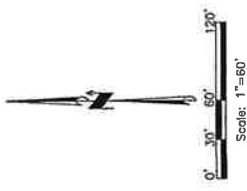
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LEGEND

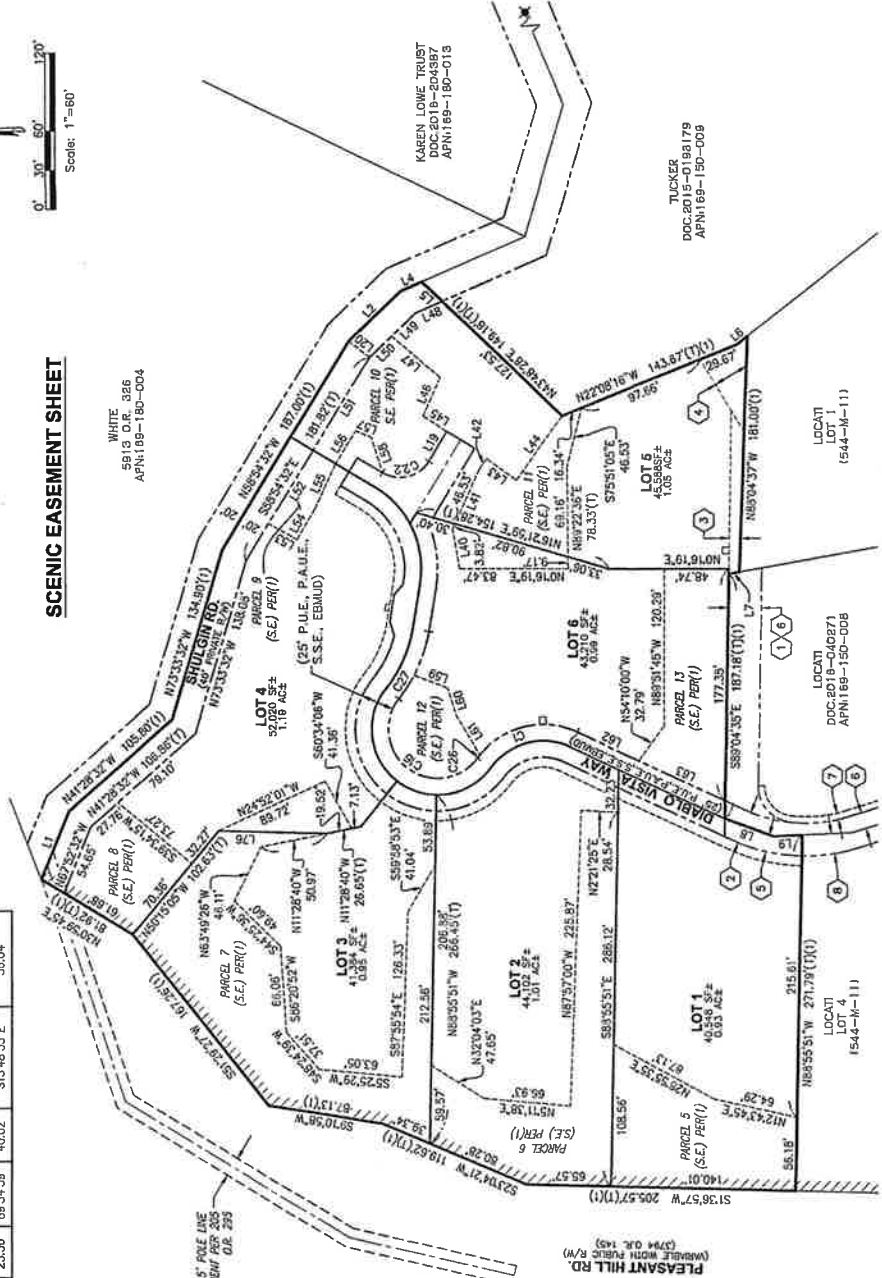
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- ACRES
- AC
- DOC.
- EMUD
- (M-W)
- (M-W)
- P.U.E.
- P.A.O.E.
- P.S.O.E.
- (1)
- (S.E.)
- S.S.E.
- S.F.
- SW/4E
- (7)
- (1)



SCENIC EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
L40	S80°10'38"W	31.34'
L41(T)	N65°33'56"W	50.35'
L42	N53°41'3"W	9.13'
L43	N85°53'3"E	27.95'
L44	N54°14'2"W	60.55'
L45	S33°37'29"W	21.48'
L46	N66°33'12"W	32.16'
L47	N40°47'53"E	48.66'
L48	N23°36'32"W	21.76'
L49	N44°03'32"W	25.85'
L50	N44°03'32"W	23.25'
L51	N58°54'32"W	83.24'
L52	N58°54'32"W	65.46'

LINE #	DIRECTION	LENGTH
L53	N58°54'32"W	65.46'
L54	S09°54'32"W	24.89'
L55	S85°18'17"E	38.19'
L56	S58°11'59"E	29.80'
L57	S24°13'43"W	12.82'
L58	S73°03'51"W	28.19'
L59	S21°22'15"W	27.62'
L60	S72°53'54"W	22.89'
L61	S58°41'33"W	33.89'
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L63	S25°09'54"W	72.20'

SCENIC EASEMENT LINE TABLE

LINE #	DIRECTION	LENGTH
L53	N58°54'32"W	65.46'
L54	S09°54'32"W	24.89'
L55	S85°18'17"E	38.19'
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L60		

SUBDIVISION 9590 "LAFAYETTE OAKS - PHASE 2" ALL OF PARCEL A, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "LAFAYETTE OAKS-PHASE 1, SUBDIVISION NO. 9442" FILED FOR RECORD ON NOVEMBER 2, 2020, IN BOOK 544 OF MAPS, AT PAGE 11-18 OFFICIAL RECORDS OF CONTRA COSTA COUNTY CONTRA COSTA COUNTY, CALIFORNIA MARCH ~ 2022

ALIQOT
CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS

Aliquot Associates, Inc.
10000
Village Center, CA 94588
Telephone: (925) 478-2300
Fax: (925) 478-2380

LINE #	DIRECTION	LENGTH
L35	S58°46'02"E	12.50'
L36	S31°08'56"W	22.07'
L38	S25°08'54"W	124.60'
L39	S89°03'22"E	3.97'
L64	S89°03'22"E	5.00'
L65	S00°56'38"W	5.14'
L66	N89°03'22"W	5.00'
L67	N89°46'19"E	8.42'
L68	S00°13'41"E	11.00'
L69	S89°46'19"W	8.42'
L70(T)	N80°48'19"W	35.15'
L71	S80°46'19"E	10.63'
L72	N09°11'41"E	3.00'
L73	S80°46'19"E	5.00'
L74	S09°11'41"W	3.00'
L75	S00°46'19"E	19.51'
L76	S01°30'41"W	82.63'
L78	N12°28'40"W	26.65'
L78(R)	S51°57'26"E	44.16'
L79	S59°46'02"E	9.71'
L80	N58°46'02"W	85.31'

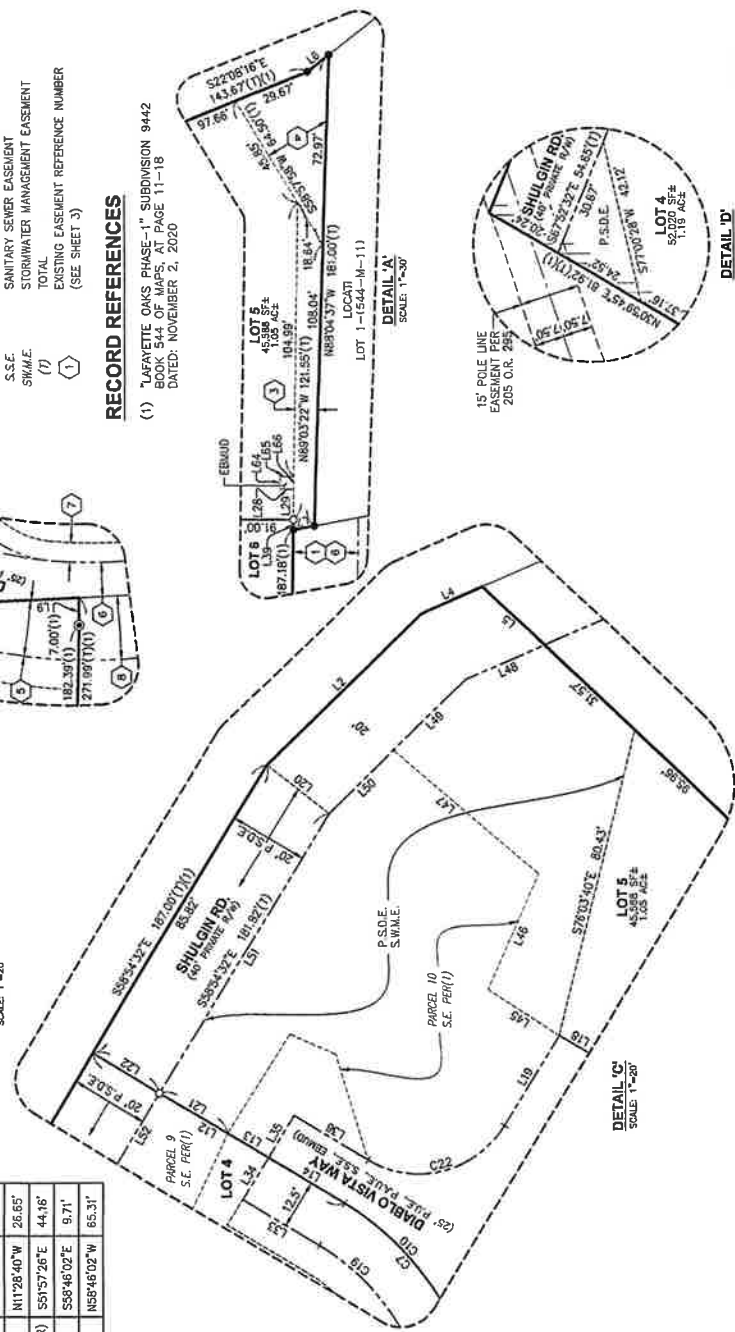
LINE #	DIRECTION	LENGTH
L17	N85°46'02"W	56.21'
L18	S31°13'58"W	25.00'
L19	S58°46'02"E	26.77'
L20	N38°30'58"E	20.17'
L21	S31°08'56"W	20.02'
L22	S31°08'56"W	20.00'
L24	N71°18'16"E	11.13'
L25	S80°48'19"E	21.02'
L26	S48°50'29"E	10.69'
L27	S90°48'19"E	2.29'
L28	N00°56'38"E	5.14'
L28	S89°03'22"E	11.56'
L31	N80°48'19"W	35.15'
L32	S80°48'19"E	35.15'
L33	N31°08'56"E	22.65'
L34	S58°46'02"E	12.50'

LINE #	DIRECTION	LENGTH
L1	N67°52'32"W	56.22'
L2	N44°03'32"W	55.30'
L3(T)	S23°38'32"E	103.30'
L4	N23°38'32"W	17.06'
L5	S43°48'26"W	21.66'
L6	N38°14'01"W	10.47'
L7	N10°11'03"W	8.18'
L8	N01°09'09"E	39.42'
L9	N02°34'11"W	21.66'
L10	N80°48'19"W	35.15'
L11(T)	S58°46'02"E	75.02'
L12(T)	N31°08'56"E	74.60'
L13	S31°08'56"W	11.95'
L14	S31°08'56"W	22.64'
L15	N25°08'54"E	94.32'
L16	N25°08'54"E	46.92'

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00'	76°54'38"	68.66'	N14°18'25"W	63.55'
C2(T)	50.00'	181°56'58"	159.78'	S37°12'44"W	98.99'
C3	50.00'	54°57'53"	47.97'	S26°16'48"E	46.15'
C4	50.00'	36°50'25"	32.15'	S19°37'21"W	31.60'
C5	50.00'	90°08'38"	78.67'	S83°06'53"W	70.80'
C8	100.00'	28°59'31"	50.60'	S66°18'34"E	50.06'
C7(T)	73.00'	66°02'45"	86.70'	N65°10'19"E	81.69'
C8	73.00'	37°14'25"	47.45'	N80°34'29"E	46.62'
C10	73.00'	30°49'20"	39.25'	N46°33'06"E	38.78'
C11	37.50'	76°54'38"	51.65'	N14°18'25"W	47.66'
C12(T)	62.50'	76°54'38"	66.06'	N14°18'25"W	79.43'
C13	62.50'	54°56'17"	59.83'	S26°17'36"E	57.66'
C14	62.50'	36°52'01"	40.22'	S19°36'33"W	39.53'
C15	62.50'	90°08'38"	98.33'	S83°06'53"W	88.50'
C16	37.50'	181°56'58"	119.09'	S37°12'44"W	74.99'
C18	87.50'	24°17'27"	56.93'	S65°18'34"E	56.32'
C19	80.50'	66°02'45"	71.65'	N65°10'19"E	67.70'
C20	85.50'	25°14'59"	37.88'	N66°34'12"E	37.37'
C21(T)	25.50'	47°17'15"	21.05'	N62°24'40"W	20.45'
C22	25.50'	69°54'59"	40.02'	S13°48'33"E	36.04'
C23	62.50'	51°14'05"	55.89'	N28°08'42"W	54.04'
C24	62.50'	23°05'28"	25.19'	N13°36'10"E	25.02'
C25	62.50'	4°35'06"	5.00'	N00°14'07"W	5.00'
C26	62.50'	2°55'03"	3.18'	N62°16'13"W	3.18'
C27	112.50'	10°57'15"	21.51'	S57°17'26"E	21.48'

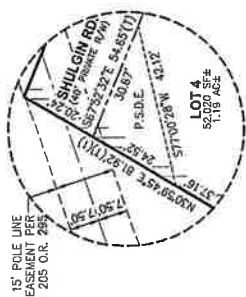
LEGEND

PROPERTY LINE
ADJACENT PROPERTY LINE
CENTERLINE
RIGHT-OF-WAY LINE/ACCESS EASEMENT
EXISTING EASEMENT LINE (AS NOTED)
PROPOSED EASEMENT LINE (AS NOTED)
BOUNDARY TIE LINE
RELINQUISHMENT OF ABUTTER'S RIGHTS, AND PRIVATE ACCESS PROHIBITED
FOUND STANDARD STREET MONUMENT PER (1)
FOUND 1/2" REBAR WITH CAP STAMPED "L.S. 4210"
FOUND 1" IRON PIPE WITH NO TAG PER (1)
SET 1/2" REBAR WITH CAP STAMPED "L.S. 4210"
ACRES
DOCUMENT NUMBER
EAST BAY MUNICIPAL UTILITY DISTRICT MONUMENT TO MONUMENT
OFFICIAL RECORDS OF CONTRA COSTA COUNTY
PUBLIC UTILITY EASEMENT
PRIVATE ACCESS & UTILITY EASEMENT
PRIVATE STORM DRAIN EASEMENT
RECORD DATA
SCENIC EASEMENT
SQUARE FEET
SANITARY SEWER EASEMENT
STORMWATER MANAGEMENT EASEMENT
TOTAL
EXISTING EASEMENT REFERENCE NUMBER (SEE SHEET 3)



RECORD REFERENCES

- (1) "LAFAYETTE OAKS PHASE-1", SUBDIVISION 9442 BOOK 544 OF MAPS, AT PAGE 11-18 DATED: NOVEMBER 2, 2020



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

Subdivision: SD21-9590

Effective Date: Date approved by BOS

Subdivider: Matthew Lawrence Locati Revocable Trust

Completion Period: 2-years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

SUBDIVIDER



Print Name Matthew Locati

Print Title Trustee

RECOMMENDED FOR APPROVAL:

By: _____

Engineering Services Division

Print Name: _____

Print Title: _____

FORM APPROVED: Silvano B. Marchesi, County Counsel

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

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

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

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

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

A. For Performance and Guarantee: \$ 7,250.00 cash, plus additional security, in the amount of \$ 717,750.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

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

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

B. For Payment: Security in the amount: \$ 362,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

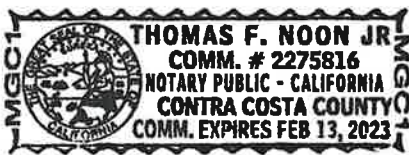
County of CONTRA COSTA } ss.

On DECEMBER 23, 2021 before me, Thomas F. Noon, Jr., a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.



Thomas F. Noon Jr.
Thomas F. Noon, Jr. – Notary Public
Commission Number: 2275816
My Commission Expires February 13, 2023
Contra Costa County, California

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

Document Title: Subdivision Agreement

Document Date: signed 12/23/21 Total Pages including this page 3

Capacity: Individual Corporate Officer Attorney-In-Fact
 Partner Trustee Other

Subdivision: SD21-9590
Bond No.: 070216592
Premium: \$10,763.00
Any claim under this Bond should be sent
to the following address:
1340 Treat Blvd, Suite 400
Walnut Creek, CA 94597

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 21-9590 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Matthew Lawrence Locati Revocable Living Trust, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) SEVEN HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 717,750.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) THREE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 362,500.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

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

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

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

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


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

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

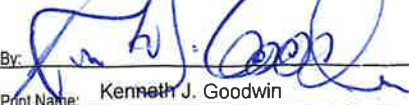
C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on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

SIGNED AND SEALED on January 6, 20 22.

Principal: Matthew Lawrence Locati Revocable Living Trust
Address: 1043 Stuart Street #220
Lafayette, CA Zip: 94549

By: 
Print Name: Matthew Lawrence Locati
Title: Trustee

Surety: The Ohio Casualty Insurance Company
Address: 1340 Treat Blvd., Suite 400
Walnut Creek, CA Zip: 94597

By: 
Print Name: Kenneth J. Goodwin
Title: Attorney-in-Fact

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205138-984475

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of January, 2022.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On January 6, 2022 before me, Carla M. Wilkins, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.

Signature Carla M. Wilkins
signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Subdivision Performance and Payment Bond No. 070216592

Document Date: January 6, 2022 Number of Pages: 1

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin

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



Signer Is Representing: _____

The Ohio Casualty Insurance Company

Signer's Name: _____

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



Signer Is Representing: _____

CERTIFICATE OF ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA

County of CONTRA COSTA } ss.

On DECEMBER 23, 2021 before me, Thomas F. Noon, Jr., a Notary Public, personally appeared

MATTHEW LOCATI

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

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

WITNESS my hand and official seal.



Thomas F. Noon Jr.
Thomas F. Noon, Jr. – Notary Public
Commission Number: 2275816
My Commission Expires February 13, 2023
Contra Costa County, California

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

Document Title: Improvement Security Bond for Subdiver agreement
signed
Document Date: 12/23/21 Total Pages including this page 2

Capacity: Individual Corporate Officer Attorney-In-Fact
 Partner Trustee Other

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

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor



Date: 2/8/2022

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9590	Lafayette	79091

Parcel #: 169-150-014-2

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

The 2021-2022 tax lien has been paid in full. Our estimate of the 2022-2023 tax lien, which became a Lien on the **1st day of January, 2022** is :

\$40,570.00

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS
Treasurer-Tax Collector

By: 

<u>PRINCIPAL</u>	<u>TITLE COMPANY</u>	<u>SURETY</u>
Matthew Lawrence Locati Revocable Living Trust	Old Republic Title Company	The Ohio Casualty Insurance Company
1043 Stuart St., Suite 220 Street Address	1000 Burnett Ave., #400 Street Address	1340 Treat Blvd., Suite 400 Street Address
Lafayette, CA 94549 City, State, Zip	Concord, CA 94520 City, State, Zip	Walnut Creek, CA 94597 City, State, Zip
Matthew Locati Contact Person	Dawn Cabral Contact Person	Nicholas Hernandez Contact Person
(925) 284-6474 Phone Number	(925) 687-7880 Phone Number	(925) 210-9427 Phone Number

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT Matthew Lawrence Locati Revocable Living Trust, as Principal and The Ohio Casualty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New Hampshire and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **FORTY THOUSAND FIVE HUNDRED SEVENTY DOLLARS (\$40,570.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of February, 2022.


The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **SUBDIVISION 9590** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2022-2023 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW THEREFORE, if said Principal shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map, then this obligation shall be void and of no effect. Otherwise it shall remain in full force and effect.


PRINCIPAL:
Matthew Lawrence Locati Revocable
Living Trust

SURETY:
The Ohio Casualty Insurance Company

By: 

By: 
Kenneth J. Goodwin, Attorney-in-Fact

(ALL SIGNATURES MUST BE NOTARIZED)

DATE: 2/14/22
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: 

**PLEASE SEE
ATTACHED FOR
NOTARIAL FORM**

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

State of California

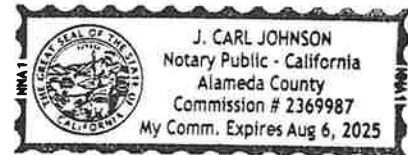
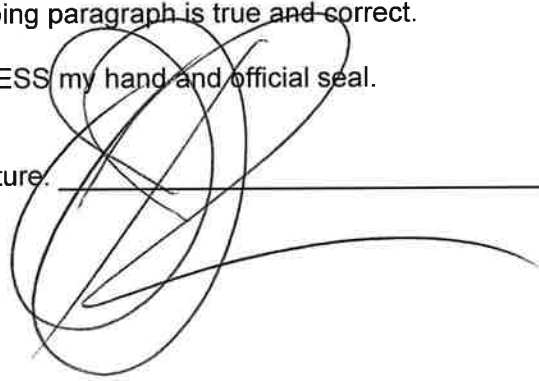
County of Contra Costa

On 02.15.22, 2022, before me J. Carl Johnson, a Notary Public, personally appeared Matthew Lawrence Lopez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature. _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On February 11, 2022 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

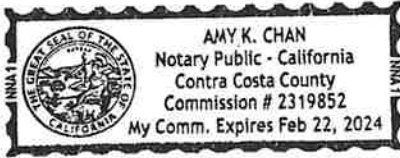
personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)

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

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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contra Costa County Tax Bond No. 070216601

Document Date: February 11, 2022 Number of Pages: 1

Signer(s) Other than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
 Individual
 Corporate Officer --Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

The Ohio Casualty Insurance Company

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



Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205138-984475

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

Adopted this Resolution on 07/12/2022 by the following vote:

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



Resolution No. 2022/242

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD19-09590, for a project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District IV)

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

I. Map

The Final Map of subdivision SD19-09590, property located in the Lafayette area, Supervisorial District IV, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Matthew Lawrence Locati Revocable Living Trust, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within two years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$7,250.00
Auditor's Deposit Permit No. 803462 Date: February 20, 2022
Submitted by: Matthew Locati

B. Surety Bond

Bond Company: The Ohio Casualty Insurance
Bond Number: 070216592 Date: January 6, 2022
Performance Amount: \$717,750.00
Labor & Materials Amount: \$362,500.00
Principal: Matthew Lawrence Locati Revocable Living Trust

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2021-2022 tax lien has been paid in full and the 2022-2023 tax lien, which became a lien on the first day of January 2022, is estimated to be \$40,570.00, with security guaranteeing payment of said tax lien as follows:

· Tax Surety

Bond Company: The Ohio Casualty Insurance Company

Bond Number: 070216601 Date: February 11, 2022

Amount: \$40,570.00

Principal: Matthew Locati Revocable Living Trust

NOW, THEREFORE, BE IT RESOLVED:

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

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

ATTESTED: July 12, 2022

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


By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Joshua Laranang- Engineering Services, Bonnie Ruso, Design & Construction, Renee Hutchins - Records, Karen Piona- Records, Chris Hallford -Mapping, Chris Lau - Maintenance, Michael Mann- Finance, Matthew Lawrence Locati Revocable Living Trust, The Ohio Casualty Insurance Company, T-04/12/2023



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: APPROVE the Grayson and Walnut Creeks Levee Improvement Project and take related actions under CEQA

RECOMMENDATION(S):

APPROVE the Grayson and Walnut Creeks Levee Improvement Project (Project) and AUTHORIZE the Chief Engineer of the Contra Costa County Flood Control and Water Conservation District (District), or designee, to advertise the Project, Martinez area. [County Project No. 7520-6B8348, DCD-CP#21-03] (District V).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1 Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development, or designee, to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Chief Engineer, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

Estimated Project cost: \$3.3 million. 50% Central Contra Costa Sanitary District Funds, 50% Flood Control District Zone 3B Funds.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Shravan Sundaram, (925)
313-2366

By: Stacey M. Boyd, Deputy

cc:

BACKGROUND:

The Contra Costa County Flood Control and Water Conservation District (District), in partnership with the Central Contra Costa Sanitary District (CCCSD) proposes this Project at the CCCSD Treatment Plant located in Martinez, CA (unincorporated Contra Costa County), to improve flood protection.

The CCCSD treatment plant is a critical piece of regional infrastructure, and due to its proximity to Grayson and Walnut Creeks, is vulnerable to flooding. The western levee between the CCCSD treatment plant and Grayson and Walnut Creeks provides flood protection against a 100-year or a 1% chance flood event but lack the necessary freeboard.

This particular levee section is a part of the United States Army Corps of Engineers Walnut Creek Levee Project. Due to the design and layout of CCCSD's facilities as well as their critical nature, CCCSD recommends increasing its flood protection level to a 500-year or 0.2% chance with three feet of freeboard. The deficiencies for the 500-year storm plus three feet of freeboard can be satisfied in most locations by raising the levees by adding new fill. Engineering analysis indicates that the average height of fill required along the levees is approximately 3.5 feet. The project would raise the western levee along an approximately 7,500-linear feet (1.4 miles) segment adjacent to Grayson and Walnut Creeks from the State Route 4 (SR4) overpass in the south to the Burlington Northern and Santa Fe (BNSF) railroad bridge in the north.

The creek side of the levee will remain in place and the raised levee will be constructed towards the CCCSD property. Portions of the adjacent CCCSD-owned railroad tracks will need to be removed to accommodate this improvement; the fence between the levee and tracks will need to be removed and reinstalled in the new levee alignment. In addition, concrete floodwalls will be constructed on top of the levee on the north and south sides of the Imhoff Drive overcrossing above Grayson Creek.

Construction is anticipated to occur sometime between 2023 and 2025 and take approximately 104 working days. The Project will require additional property transfer from CCCSD to the District which is planned for a separate Board approval later this year. The District and CCCSD have entered into a funding agreement, approved by the Board of Supervisors on December 15, 2020, describing their respective roles and responsibilities for the Project.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

ATTACHMENTS

CEQA Document



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

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

County Clerk, County of Contra Costa

Project Title: Grayson and Walnut Creeks Levee Improvement at CCCSD Treatment Plant,
Project# 7520-6B8348, and CP# 21-03

Project Applicant: Contra Costa County Flood Control and Water Conservation District,
255 Glacier Drive, Martinez CA 94553

Main: (925) 313-2000, Contact: Shravan Sundaram, (925) 313-2366

Project Location: Portions of APNs 159-150-057; 159-140-058, -057, -050, -051; 159-13C-012;
159-14C-005; 159-15C-004, Martinez, CA 94553

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553

Main: (925) 674-7200, Contact: Syd Sotoodeh, (925) 655-2877

Project Description:

The Contra Costa County Flood Control and Water Conservation District, in partnership with the Central Contra Costa Sanitary District (CCCSD) proposes the Grayson and Walnut Creeks Levee Improvement (Project) at CCCSD Treatment Plant located in Martinez, Contra Costa County to improve flood protection. The CCCSD treatment plant is a critical piece of regional infrastructure, and due to its proximity to Grayson and Walnut Creeks, is vulnerable to flooding.

The western levee between the CCCSD treatment plant and Grayson and Walnut Creeks provides flood protection against a 100-year or a 1% chance flood event. This particular levee section is a part of United States Army Corps of Engineers Walnut Creek Levee Project. Due to the design and layout of CCCSD's facilities as well as their critical nature, CCCSD recommends increasing its flood protection level to a 500-year or 0.2% chance with three feet of freeboard. The deficiencies for the 500-year storm plus three feet of freeboard can be satisfied in most locations by raising the levees by adding new fill. Engineering analysis indicates that the average height of fill required along the levees is approximately 3.5 feet.

The project would raise the western levee along an approximately 7,500-linear feet (1.4 miles) segment adjacent to Grayson and Walnut Creeks from the State Route 4 (SR4) overpass in the south to the Burlington Northern and Santa Fe (BNSF) railroad bridge in the north. The required levee geometry is an 18-ft top width with a 16-ft wide gravel access road with side slopes inclined at a 2:1 (horizontal, vertical) ratio. The creek side of the levee will remain in place and the raised levee will be constructed towards the CCCSD property. The adjacent CCCSD-owned railroad tracks will need to be removed to accommodate this required levee geometry; the fence between the levee and tracks will need to be removed and reinstalled in the new levee alignment. In addition, concrete floodwalls will be constructed on top of the levee on the north and south sides of the Imhoff Drive overcrossing above Grayson Creek. Paved road/levee conforms will be necessary where the maintenance road crossing under SR4 meets the levee, and at CCCSD access roads intersecting the levee. Vegetation removal will be necessary, including removals of approximately 7 non-riparian trees and 8 non-riparian stumps on the landside of the levee, at the southern end of the project. Additionally, utility relocations will also be needed to accommodate the raised levee. Staging areas and haul routes would be within existing previously disturbed land within CCCSD's property.

The existing levee will be cleared and grubbed, the existing gravel surface on the maintenance access road will be removed, and suitable soil fill material will be placed to raise the levee and topped with gravel. Minor work beyond the creekside hinge point includes clearing and grubbing, installation of a temporary Environmental Sensitive Area (ESA)/silt fence, grading, and paved access road conform. Construction is anticipated to occur sometime between 2023 and 2025 and take approximately 104 working days.

Exempt Status:

- Ministerial Project (Sec. 21080[b][1]; 15268)
- Categorical Exemption (Sec. 15301)
- Declared Emergency (Sec. 21080[b][3]; 15269[a])
- General Rule of Applicability (Sec. 15061[b][3])
- Emergency Project (Sec. 21080[b][4]; 15269[b][c])
- Other Statutory Exemption (Sec.)

Reasons why project is exempt:

The project consists of the minor alteration of an existing levee involving negligible or no expansion of use, pursuant to Article 19, Section 15301 of the CEQA guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Syed Sotwadeh Date: 05/17/2022 Title Planner II

Contra Costa County Department of Conservation and Development

- Signed by Lead Agency
- Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

Signature

Title

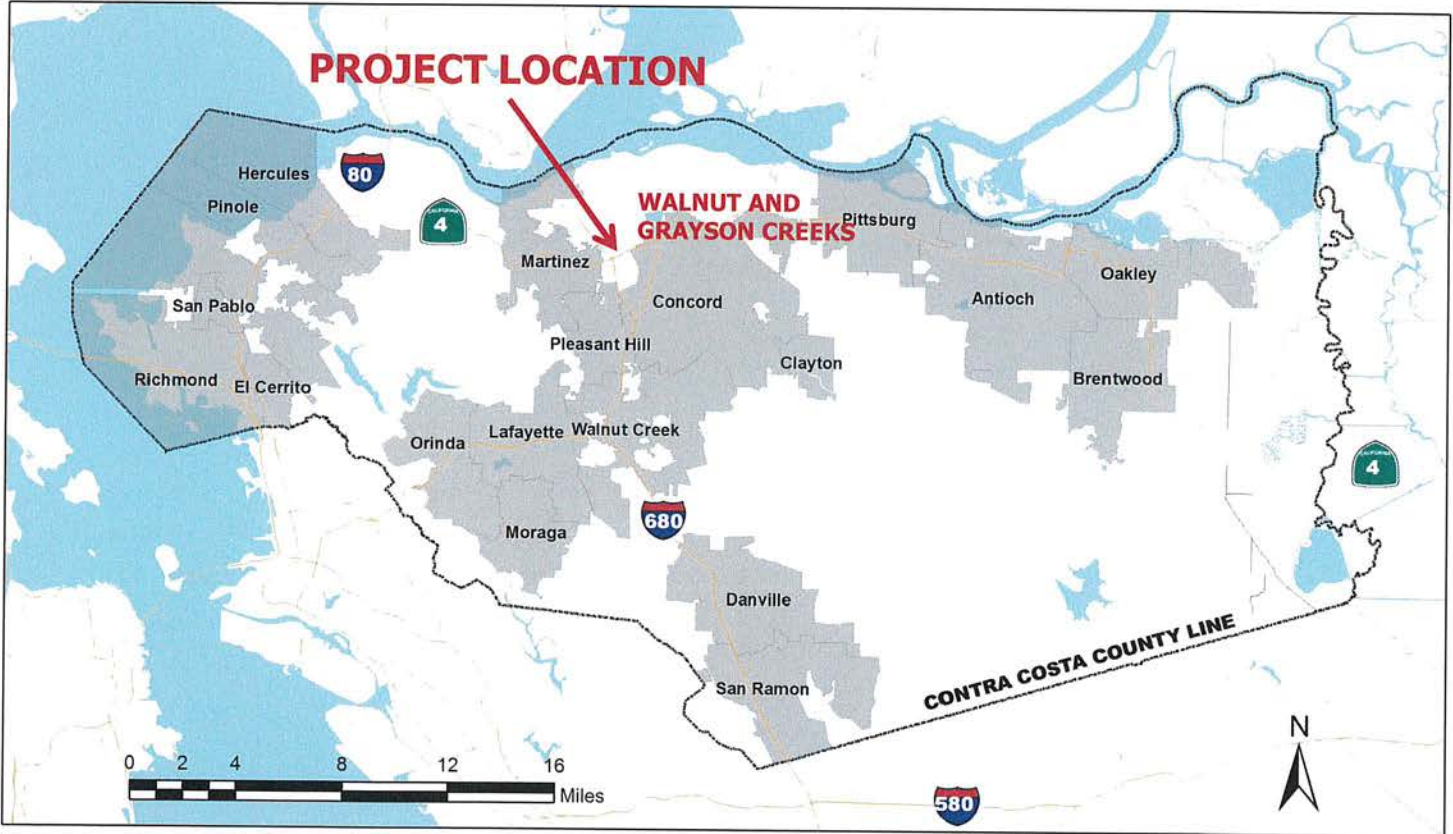
Applicant


Public Works Department
 255 Glacier Drive
 Martinez, CA 94553
 Attn: Shravan Sundaram
 Environmental Services Division
 Phone: (925) 313-2366

Department of Fish and Wildlife Fees Due

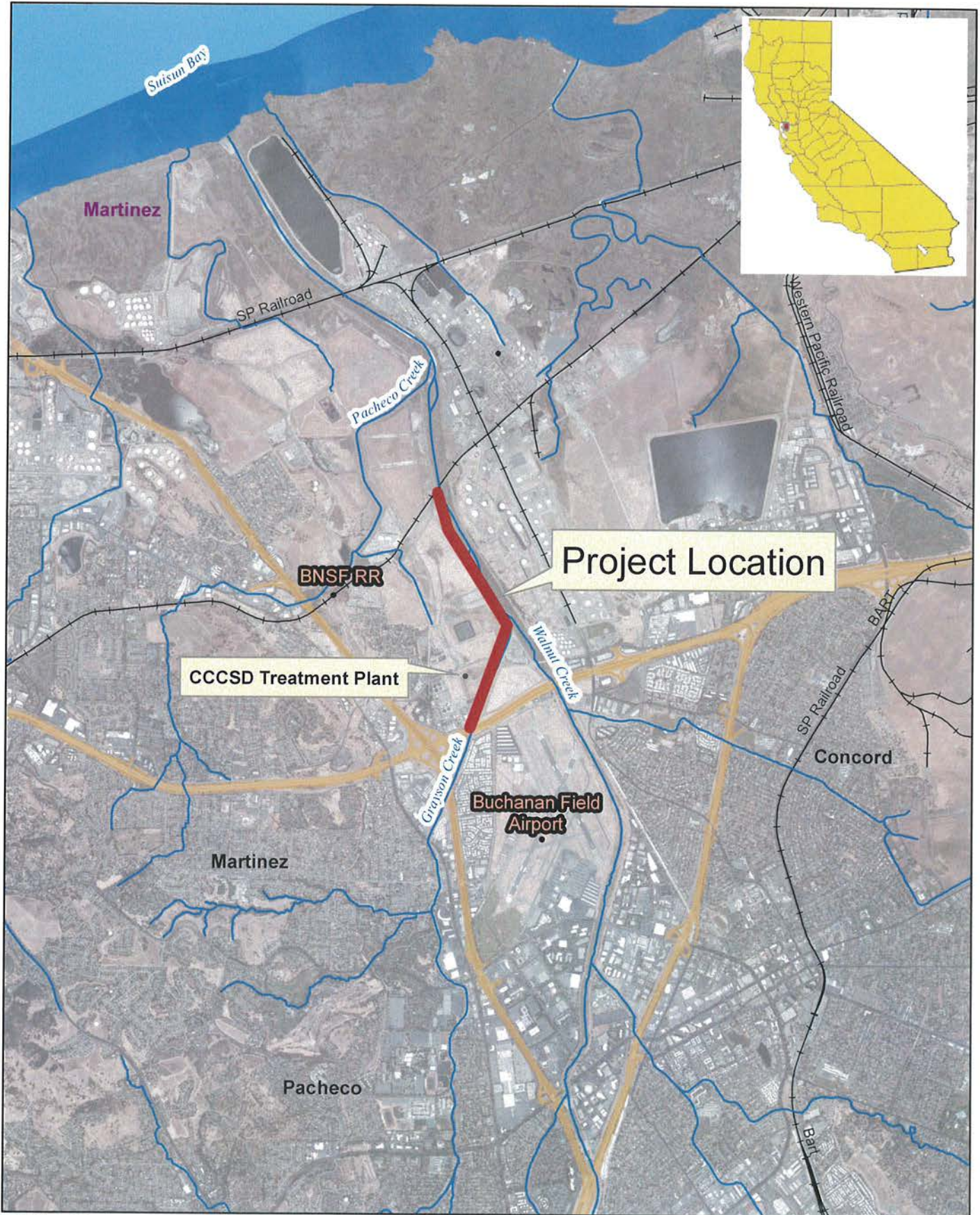
- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75 Receipt #: _____



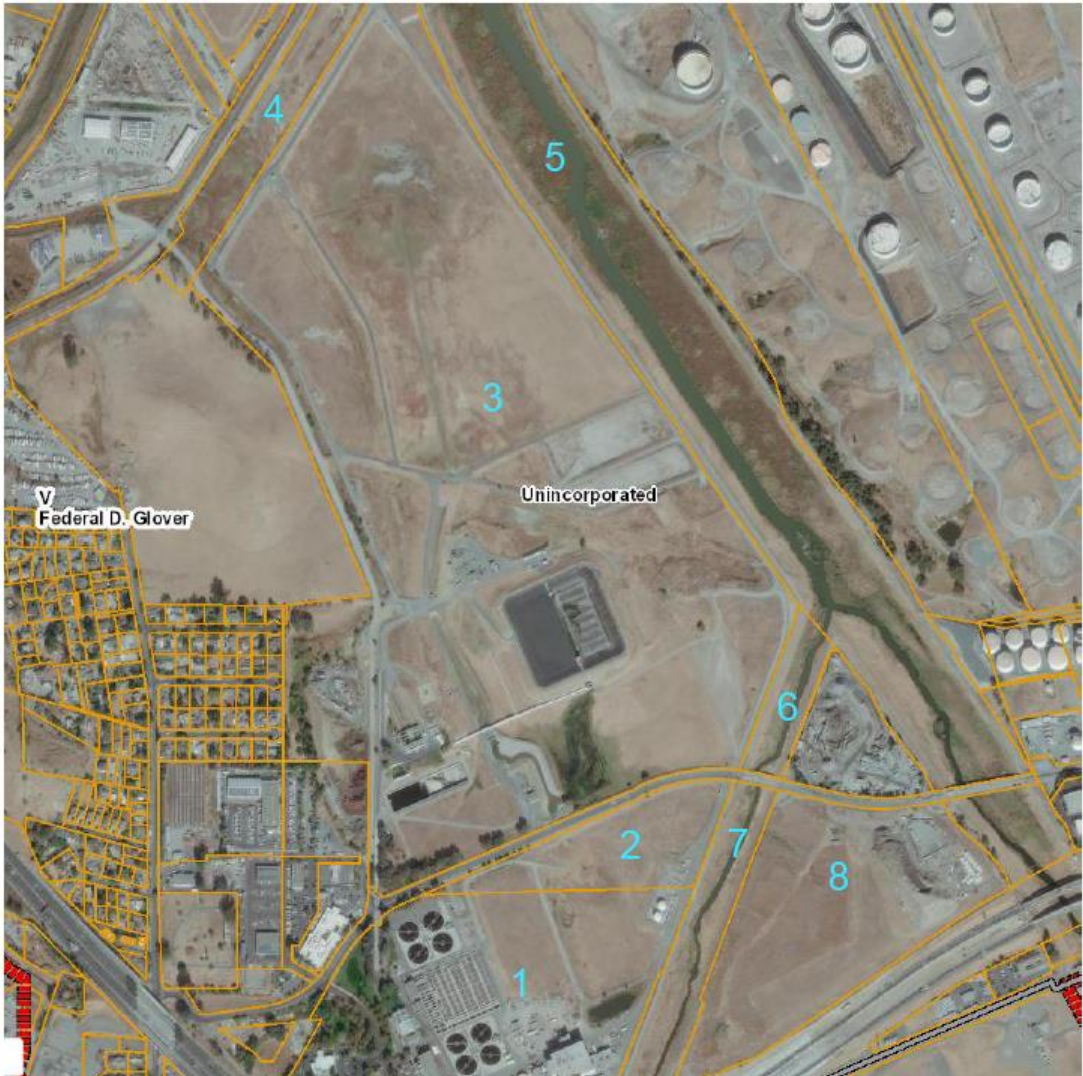
 <p>Contra Costa County Public Works Department</p> <p>255 GLACIER DRIVE, MARTINEZ, CA 94553 PH: (925)313-2000 FAX: (925)313-2333</p>	COUNTY LOCATION MAP			
	CCCCSD Levee Rehabilitation Project			
	DB: TM	CB:	DATE: SEPTEMBER 2018	SHEET 1 OF 1

Grayson and Walnut Creeks Levee Rehabilitation at CCCSD Treatment Plant



Location Map

Map Number	APN
1	159-150-057
2	159-140-058
3	159-140-057
4	159-140-050
5	159-13C-012
6	159-14C-005
7	159-15C-004
8	159-140-051





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Approve a License Agreement with Panipat Plaza, LLC, for right of way along Grayson Creek, Pacheco area.

RECOMMENDATION(S):

Acting as the governing body of the Contra Costa County Flood Control and Water Conversation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a license agreement with Panipat Plaza, LLC, with a term commencing September 1, 2021, to allow licensee to use a portion of the District's Grayson Creek property adjacent to 5844 Pacheco Boulevard for ingress and egress for an initial payment of \$4,500, Pacheco area. [County Project No. WO8330, DCD-CP#21-43] (District V).

DETERMINE that the activity is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines, and

DIRECT the Director of the Department of Conservation and Development, or designee, to file a Notice of Exemption with the County Clerk, and

AUTHORIZE the Chief Engineer, or designee, to arrange for payment of a \$25 fee to the Department of Conservation and Development for processing, and a \$50 fee to the County Clerk for filing the Notice of Exemption.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Naila Thrower, 925. 957-2465

cc:

FISCAL IMPACT:

There is no impact to the District’s General Fund. This Agreement generates revenue in the amount of the initial payment of \$4,500.00, and a 3% increase every other year, which offset District expenses.

BACKGROUND:

In August 2007, the previous owner of 5844 Pacheco Boulevard, APN 125-077-018, entered into an Agreement with the District for use of a portion of the District’s Right of Way, commonly known as Grayson Creek (Licensed Premises) that is directly behind 5844 Pacheco Boulevard (Property). On August 16, 2021, the Property was sold to the Licensee and because the Agreement is not assignable, it was terminated.

The terms of the license agreement have been the subject of negotiations between the County and the Licensee since September 2021. During that time, the property owner and tenants have used the Licensed Premises for deliveries and other activities allowed under the license agreement.

Under the terms and conditions of the Agreement, Licensee is to eliminate all day parking behind the Property and post “No Parking” and “No Trespassing” signs along the north side of the Licensed Premises and use the Licensed Premises for ingress and egress by refuse pick-up trucks and trucks delivering goods and merchandise to Licensee’s tenants. In order to prevent gravel on the Licensed Premises from entering the roadway, Licensee shall pave the area of the street and the area of the Licensed Premises immediately east of the sidewalk with asphalt and extend the concrete driveway.

CONSEQUENCE OF NEGATIVE ACTION:

Licensee will not have the necessary property rights to access and maintain the District’s property and improvements.

ATTACHMENTS

CEQA Notice of Exemption

License Agreement



CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

To: [] Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

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

[X] County Clerk, County of Contra Costa

Project Title: Grayson Creek Flood Control Permit and License Agreement with Panipat Plaza LLC
FCP#648-21, Project No. WO8310, CP#21-43

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553
(925) 313-2000, Contact: Emma Burckert, (925) 313-2161

Project Location: 5844 Pacheco Boulevard, unincorporated Pacheco, Contra Costa County, APN 125-
077-018

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 (925)
655-2705, Contact: Telma B. Moreira (925) 655-2863

Project Description:

The purpose of this activity is for the Contra Costa County Flood Control and Water Conservation District
(District) to enter into a license agreement with Panipat Plaza LLC (Licensee) for use of Grayson Creek
District right-of-way for ingress and egress by the Licensee's tenants to pick up refuse and deliver goods
and merchandise. The District will require a yearly fee for this use and for the Licensee to pave
approximately 600 square feet of Center Avenue and approximately 200 square feet of District right-of-
way to prevent gravel from entering the County roadway (Center Avenue). The District will issue a Flood
Control Encroachment Permit (FCP#648-21) to Panipat Plaza LLC for the required paving.

This CEQA document covers issuance of the Flood Control Permit and License Agreement only. The
Licensee is responsible for completing CEQA documentation and obtaining applicable regulatory permits
(if necessary) to address physical impacts.

Exempt Status:

- [] Ministerial Project (Sec. 21080[b][1]; 15268) [] Categorical Exemption (Sec.)
[] Declared Emergency (Sec. 21080[b][3]; 15269[a]) [X] General Rule of Applicability (Sec. 15061[b][3])
[] Emergency Project (Sec. 21080[b][4]; 15269[b][c]) [] Other Statutory Exemption (Sec.)

Reasons why project is exempt: The activity is not subject to the California Environmental Quality Act
(CEQA) pursuant to Article 5, Section 15601(b)(3) of the CEQA guidelines as it can be seen with certainty
that there is no possibility that the activity may have a significant adverse effect on the environment.

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the [] Yes [] No
project?

Signature: Telma B. Moreira Date 02/02/2022 Title Principal Planner

Contra Costa County Department of Conservation and Development

[X] Signed by Lead Agency [] Signed by Applicant

AFFIDAVIT OF FILING AND POSTING
I declare that on _____ I received and posted this notice as required by
California Public Resources Code Section 21152(c). Said notice will remain posted for 30
days from the filing date.
Signature _____ Title _____

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Emma Burckert *cg*
Environmental Services Division
Phone: (925) 313-2161

Department of Fish and Wildlife Fees Due

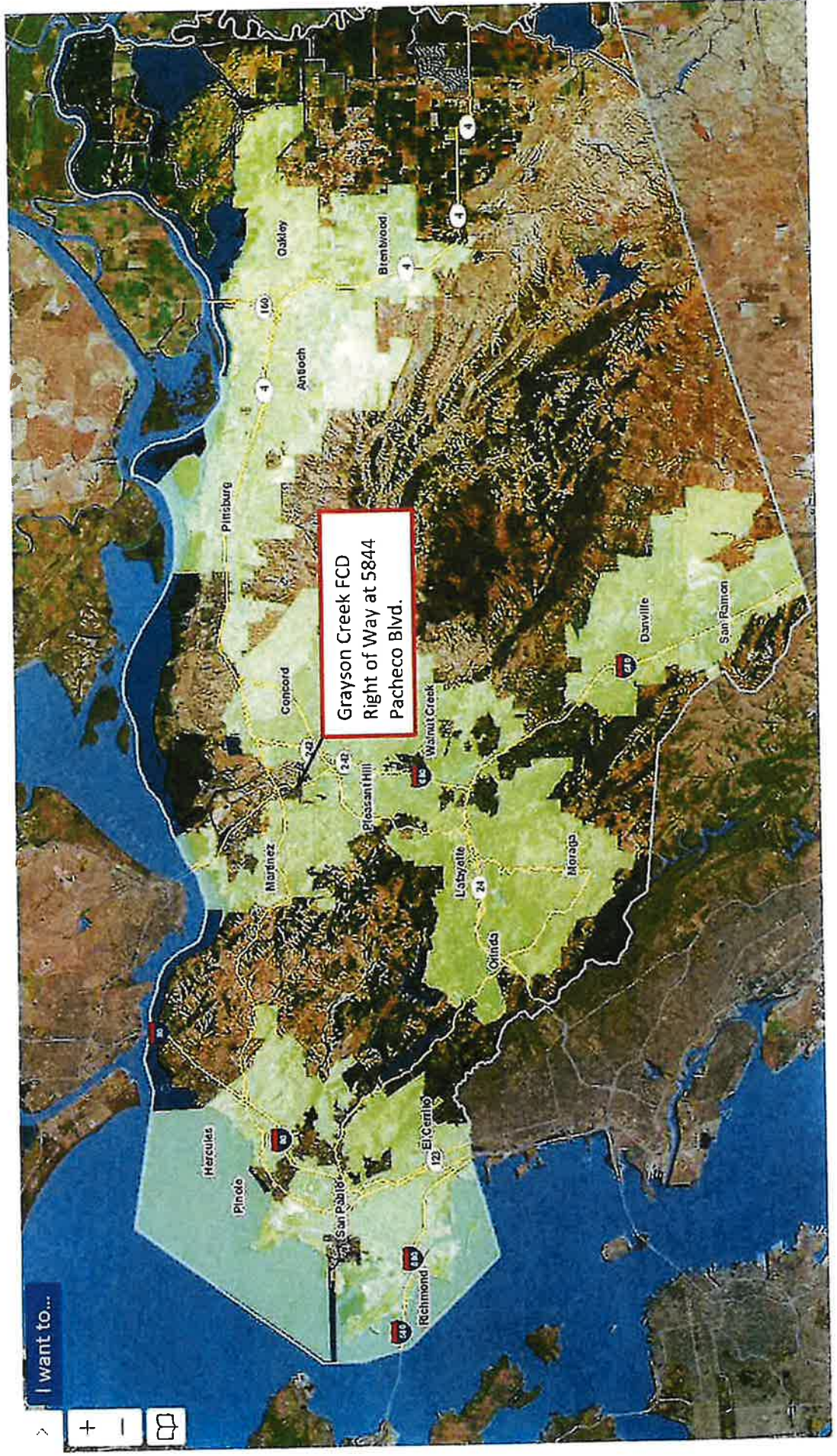
- De Minimis Finding - \$0
- County Clerk - \$50
- Conservation and Development - \$25

Total Due: \$75

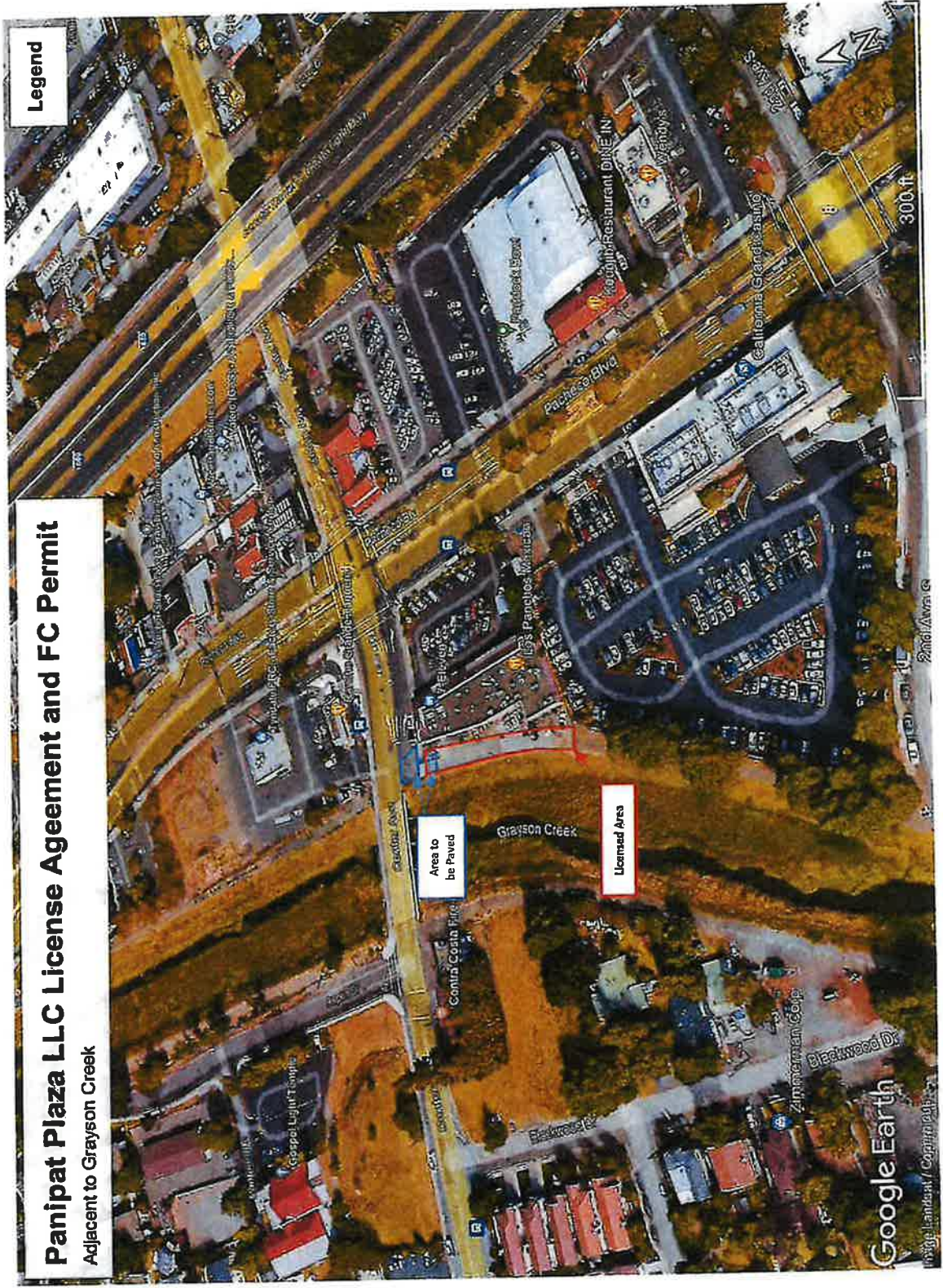
Receipt #: _____

Grayson Creek Flood Control Permit and License Agreement with Panipat Plaza LLC.

CONTRA COSTA COUNTY



Vicinity Map: 5844 Pacheco Blvd, Pacheco, at Grayson Creek



LICENSE AGREEMENT

This license agreement ("Agreement") is dated September 1, 2021 and is between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (the "District") and Panipat Plaza, LLC, a California limited liability company ("Licensee").

RECITALS

- A. The District owns fee title to land that includes Grayson Creek in the unincorporated community of Pacheco, California ("District Property"). The District Property situated immediately west of Licensee's property commonly known as 5844 Pacheco Boulevard (the "Licensee Property").
- B. Licensee desires to obtain the District's permission to use approximately 3,800 sq. ft. of the District Property, located west and adjacent to the Licensee Property, as more particularly shown in Exhibit A, attached hereto (the "Licensed Premises"), for the limited purposes described in this Agreement. The District is willing to grant Licensee a license to use the Licensed Premises upon the terms and conditions set forth in this Agreement.

The parties, therefore, agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Sections 2, 5, 7, and 8 below and for no other purpose without District's prior written consent.
2. **Use of Premises.** Licensee may use the Licensed Premises for ingress and egress to and from the Licensee Property by refuse collection trucks and by trucks delivering goods and merchandise to Licensee's tenants at the Licensee Property. Except as necessary to complete the installation of the improvements required by Section 5, Licensee shall not place garbage dumpsters and tallow bins on the Licensed Premises. Licensee shall not use, or permit others to use, the Licensed Premises for any purpose or activity other than the uses described in this section or in Sections 5, 7, and 8.
3. **Term.** The term of this Agreement commences on the date first written above. District and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice. Notice to District shall be sent to Contra Costa County Flood Control and Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.
4. **License Fee.** During the term of this Agreement, Licensee shall pay a license fee to the District annually in advance in the amount of Four Thousand Five Hundred AND No/100 Dollars (\$4,500.00). The Licensee shall pay the license fee for the first year beginning May 1, 2022, within 30 days after the execution of this Agreement. The Licensee shall pay each license fee due thereafter no later than May 1st of the year for which payment is made. Every

two (2) years the License Fee shall increase by three percent (3%), beginning, May 1st, 2024. The 3% increase is based on the prior year's License Fee and rounded to the nearest \$10.00. District shall notify the Licensee in writing of the new fee at least sixty (60) days prior to the due date increase. However, if District fails to provide such notice, the License Fee increase will be due, and the Licensee will be obligated to pay such increase in arrears upon receipt of District's notice.

All license fees shall be hand delivered or mailed to the District and addressed to Contra Costa County Flood Control & Water Conservation District, Public Works Department, Attention: Real Estate Division, 255 Glacier Drive, Martinez, California 94553.

5. **Construction of Improvements.** In order to prevent gravel on District's property from entering the roadway (Center Avenue), Licensee shall do all of the following: pave the area of the street, and the area of the Licensed Premises immediately south of the sidewalk (which areas are designated "Area to be Asphalted" on Exhibit "A"); repair the concrete driveway (area designated "Driveway Conform" on Exhibit "A"); and install "No Parking" and "No Trespassing" signs along the north side of the Licensed Premises. The asphalt paving, concrete extension, and signs are hereinafter collectively referred to as "**Improvements.**" All Improvements shall be subject to the prior written approval by District. All costs to design, construct, install, and maintain these Improvements shall be Licensee's sole responsibility.

Before commencing work on the Improvements, Licensee shall obtain Encroachment Permits from Contra Costa County Public Works Department. In consideration of completing these Improvements, the District will waive, and it will cause the County to waive, Encroachment Permit fees that would otherwise be charged for the encroachment permits required to construct the Improvements. Licensee shall be responsible for obtaining any other approval from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County (County) or the District of any of Licensee's activities in connection with this License.

Licensee agrees to complete the installation of the Improvements by August 31, 2022 ("**Installation Deadline**"). Licensee may request, in a writing delivered to the District at least 30 days before the Installation Deadline, a one-time, 30-day extension of the Installation Deadline. The District shall have sole discretion to approve or deny the request for an extension, and the District shall provide its decision to Licensee in writing.

6. **Penalties.** If the Improvements are not completed by the Installation Deadline, Licensee shall pay the District Four Hundred AND No/100 Dollars (\$400.00) per month for each month, or portion thereof, that the Improvements remain incomplete. Licensee shall pay each penalty by the 10th day of the month for which payment is being made.
7. **Routine Maintenance and Emergency Repairs and Improvements.** Licensee shall not be required to obtain District's written approval for the performance of routine maintenance or emergency repairs on the Improvements. As used in this section, the term "routine maintenance" refers to work that does not alter the original condition of the Improvements as approved in writing by District, which work is required to prevent deterioration of said Improvements or are necessary to protect the safety of the public and others. Except in the

case of emergency or routine maintenance, Licensee shall obtain District's prior written consent for any other maintenance or other operations on the Licensed Premises.

8. **Damage to Improvements.** The District shall have no responsibility for the protection, maintenance, damage to, or removal of Improvements required by Section 5, caused by or resulting from District's use of the Licensed Premises or work or operation thereon. It shall be the sole responsibility of Licensee to provide and maintain adequate protection and surface markings for its own facilities.
9. **Maintenance and Litter.** At all times during the term of this Agreement, Licensee shall maintain the Licensed Premises, including the storm drain inlet, in a clean, safe condition, free from waste, litter, and other items. As used in this section, the term "litter" shall include, but not be limited to, paper, garbage, animal waste, refuse, and trimmings. Licensee shall keep the Licensed Premises free from weeds and other vegetation, and Licensee shall abate weeds and vegetation to local fire district standards.
10. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County Flood Control & Water Conservation District of this use.
11. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The District reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.
12. **Existing Facilities.** It is understood and agreed that the District has leases, licenses, and/or easements with others for all or a portion of the Property. The holders of the leases, licenses, and/or easements granted by the District have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.
13. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights only and no excavation is allowed, except and only to the extent necessary to install any Improvements. It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the District and the affected users.
14. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the District.

Licensee may not permit hazardous materials to be handled at any time on the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the District or any third person, to the satisfaction of the District (insofar as the property owned or controlled by the District is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the District and holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation any fines, penalties, judgements, litigation costs, and attorneys' fees incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the District.

15. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the District, its officers, employees, and agents ("District Parties") from and against all liabilities, judgments, costs, fees, fines, penalties, damages, expenses, and attorney's fees (collectively, "Liabilities") that arise from or are connected with (a) the granting of the license under this Agreement, (b) the negligence or willful misconduct of Licensee, its officers, employees, agents, or contractors while occupying and using the Licensed Premises or while installing or maintaining the Improvements, or (c) any injury or death suffered by any invitee, guest, or other member of the public while using the Licensed Premises. Notwithstanding the foregoing, Licensee shall have no obligation to defend, indemnify, save, and keep harmless the District Parties from any Liabilities that arise from or are connected with the sole negligence or sole willful misconduct of any District Parties. Licensee's obligations under this section shall survive the termination or expiration of this Agreement.
16. **Insurance.** Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate for all claims or loses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County Flood Control & Water Conservation District, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a thirty-day written notice to the District of cancellation or lapse. Licensee shall provide evidence of the coverage to the District prior to execution of this Agreement.

Licensee further agrees, at no costs to the District, to obtain and maintain during the term of this Agreement Automobile Liability Insurance with respect to any vehicles owned, non-owned, leased or hired by or on behalf of the Licensee with a combined single limit of not less than \$1,000,000 for bodily injury or death to any person and damages to the property, including the loss of use thereof arising out of each accident or occurrence and as above to name the District, its officers, agents, and employees as additional insured thereunder.

17. **Assignment.** Licensee may not assign its rights under this Agreement.
18. **District's Title.** Licensee hereby acknowledges District's fee title in and to the Property and agrees never to assail or to resist the District's title. Licensee agrees that it has not, and

never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond what is specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the District, but nothing herein commits the District to sell the Property or any interest therein to Licensee.

19. **Notices.** Notices under this Agreement must be in writing and will be effective when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Panipat Plaza, LLC
Attn: Kuldeep Singh and
Simiranjeet Singh
2175 Castillejo
Fremont, CA 94539

DISTRICT: Contra Costa County Flood Control & Water
Conservation District
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

20. **Governing Law.** This Agreement is governed by the laws of the State of California.
21. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

PANIPAT PLAZA, LLC

By _____
Brian M. Balbas
Chief Engineer

By _____
Kuldeep Singh
Member

By _____
Simranjeet Singh
Member

**RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:**

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

By Naila Thrower
Naila Thrower
Senior Real Property Technical Assistant

Signed in Counterpart

Exhibit "A"

CENTER AVE

Areas to be
Asphalted

Driveway
Conform

Licensee
Property

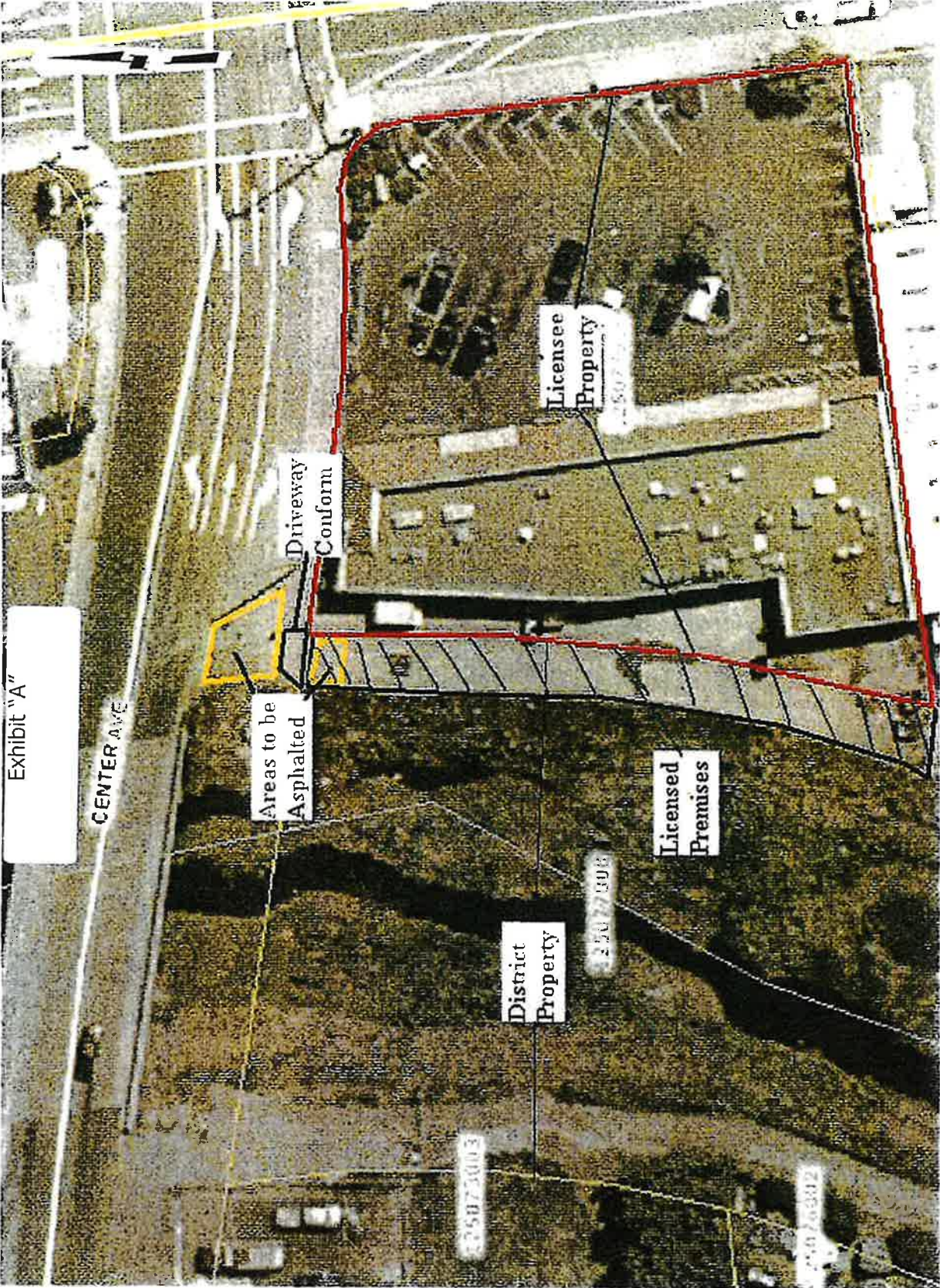
Licensed
Premises

District
Property

25073003

25073004

25073002





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: License Agreement between Contra Costa County, Contra Costa County Flood Control and Water Conservation District (together, Licensor) and SFPP, L.P.

RECOMMENDATION(S):

Acting as the governing body of both Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Public Works Director and Chief Engineer, or their designee, to execute, on behalf of the County and the District, a license agreement with SFPP, L.P., a limited partnership, acting by and through Kinder Morgan Operating LLC "D", its General Partner acting by and through Kinder Morgan G.P., Inc. (collectively referred to as Licensee) for a twenty-year term to allow access to monitor existing groundwater monitoring wells and soil vapor probes in the San Ramon Creek Channel, the San Ramon Bypass Flood Control Channel, and the Iron Horse Corridor between Ygnacio Valley Road and Newell Avenue in Walnut Creek, California, as recommended by the Public Works Director and Chief Engineer for an initial annual fee of \$9,000, with annual increases thereafter, pursuant to Government Code section 25526.6, and Section 31 of the Contra Costa County Flood Control and Water Conservation District Act.

DETERMINE that the interest in land conveyed is in the public interest and will not substantially conflict or interfere with the use of the property by the District for the purpose for which it was acquired.

DETERMINE that the conveyance is in the public interest and

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Margaret Eychner, 925. 957-2463

cc:

RECOMMENDATION(S): (CONT'D)

that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County.

FISCAL IMPACT:

100% Licensee -(Project WO8324) - Flood Control Zone 3B LIC SFPP SR BYPASS

BACKGROUND:

Licensee was required by the Regional Water Quality Control Board (RWQCB) to install groundwater monitoring wells and soil vapor probes. Many of the monitoring wells and soil vapor probes were installed in Flood Control/County right of way along the San Ramon Bypass Flood Control Channel between Ygnacio Valley Road and Newell Avenue in Walnut Creek under the Flood Control Permit (FCP) #634-20. This agreement will replace the permit and allow for continuation of sampling and monitoring activities. The permit was due to expire on December 31, 2021, but Licensee continued to use the licensed area for groundwater wells and monitoring activities while this license agreement was being negotiated. The effective date of the license agreement was made to be January 1, 2022, to ensure the license terms cover all activities in the licensed area from and include January 1, 2022. To cover the costs to the County and District, the licensee will pay an initial annual license fee of \$9,000, with annual increases thereafter.

District and County staff have determined that granting the license will not substantially conflict or interfere with their respective uses of their property.

CONSEQUENCE OF NEGATIVE ACTION:

Licensee will be unable to remain in compliance with the RWQCB requirements.

ATTACHMENTS

License Agreement

LICENSE AGREEMENT

This license agreement ("Agreement") is dated January 1, 2022, ("Effective Date") and is entered into by and among CONTRA COSTA COUNTY, a political subdivision of the State of California, and CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (collectively referred to as the "Licensor"), and SFPP, L.P., a limited partnership, acting by and through KINDER MORGAN OPERATING LLC. "D," its General Partner, acting by and through KINDER MORGAN G.P., INC. ("Licensee").

RECITALS

- A. Licensor owns real property at the San Ramon Creek Channel, the San Ramon Bypass Flood Control Channel, and the Iron Horse Corridor between Ygnacio Valley Road and Newell Avenue in Walnut Creek, California (the "Property").
- B. Under Flood Control Encroachment Permit #634-20, Licensee has installed monitoring wells and soil vapor probes at various locations on the Property, as depicted in Exhibit A, for groundwater monitoring as required by the Regional Water Quality Control Board (RWQCB). The wells and soil vapor probes listed in Exhibit A-1 are located on the Property where indicated in Exhibit A, attached hereto (said areas are referred to as the "Premises").
- C. Licensee desires to obtain Licensor's permission to use the Premises for the limited purposes described in this Agreement. Licensor is willing to grant a license to use that portion of the Premises upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

AGREEMENT

1. **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, a nonexclusive revocable license to enter the Premises for the purposes described in Section 2 below and for no other purpose without Licensor's prior written consent.
2. **Use of Premises.** Licensee may use the Premises for the purpose of access to sample and monitor the existing monitoring wells and soil vapor probes and to add or remove wells or probes per Section 5.a.
3. **Term.** The term of this Agreement is twenty years, beginning January 1, 2022, and ending December 31, 2041. Licensor and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice. In addition, Licensor may terminate this Agreement with fifteen (15) days advance written notice if Licensee violates any term or condition of this Agreement.

4. **License Fees.** As consideration for this Agreement, Licensee agrees to pay a nonrefundable annual fee, payable in advance and without prior demand, on January 1 of each year during the term of this Agreement. The annual fee for the first year of this Agreement is NINE THOUSAND DOLLARS (\$9,000), due within 30 days of execution of this license. The annual fee during the remainder of the term will be increased by an amount equal to four percent (4%) of the annual fee for the preceding year, rounded to the nearest full dollar. Set forth below is a fee schedule for the twenty-year term of this Agreement.

<u>Due Date</u>	<u>Annual Fee</u>
Within 30 days of execution of license	\$9,000.00
1/1/2023	\$9,360.00
1/1/2024	\$9,734.00
1/1/2025	\$10,124.00
1/1/2026	\$10,529.00
1/1/2027	\$10,950.00
1/1/2028	\$11,388.00
1/1/2029	\$11,843.00
1/1/2030	\$12,317.00
1/1/2031	\$12,810.00
1/1/2032	\$13,322.00
1/1/2033	\$13,855.00
1/1/2034	\$14,409.00
1/1/2035	\$14,986.00
1/1/2036	\$15,585.00
1/1/2037	\$16,208.00
1/1/2038	\$16,857.00
1/1/2039	\$17,531.00
1/1/2040	\$18,232.00
1/1/2041	\$18,962.00

Licensee shall pay the fee when due without any deduction, setoff, or counterclaim whatsoever. If any annual fee covers a period of time less than twelve (12) months, the fee will be prorated at the rate of 1/12 of the annual fee for each full calendar month, and 1/30 of the monthly fee for each day during the partial month, for the time period covered by the payment in question.

5. **Improvements to the Premises.**

- a. Licensee must notify Licensor at least 30 days prior to installation of additional or removal of existing groundwater monitoring wells or soil vapor probes from the groundwater monitoring well/soil vapor probe location(s), including map coordinates and submittal of their approved Contra Costa Health Services permits.
 - b. Licensee may not construct any improvements on the Premises without prior written consent from Licensor. For the purposes of this Agreement, any equipment Licensee is permitted to install on the Premises is not considered to be an improvement to the Property or the Premises.
 - c. Any improvements to the Premises by Licensee (with or without the consent of Licensor) must be removed by Licensee, at its sole cost, except those improvements that Licensor and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
 - d. Removal of existing or added groundwater monitoring wells and soil vapor probes includes the following:
 - i. Complete removal of groundwater monitoring wells and soil vapor probes, and any other monitoring items placed on the Licensed Premises by Licensee;
 - ii. Compaction of soil and grading of the Licensed Premises to Licensor standards;
 - iii. Final inspection of the Licensed Premises after Licensee has vacated the Licensed Premises; and
 - iv. Peer review of final sign-off by RWQCB, Contra Costa County Health Department, and any other agency having jurisdiction over the Licensed Premises or the subject matter of this agreement.
 - e. If Licensee fails to remove any improvements or equipment it is required to remove, Licensor may remove them at Licensee's expense, and Licensee shall immediately reimburse Licensor upon Licensee's receipt of an invoice from Licensor.
6. **Bond**. Upon execution of this license agreement, Licensee shall deliver to Licensor a performance bond naming Licensor as obligee ("**Performance Bond**") and in the amount of THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000), which Performance Bond shall guarantee performance of removing the groundwater monitoring wells and soil vapor probes installed by the Licensee, restoring the License Premises to Licensor standards, reimbursing Licensor for all staff time spent performing necessary inspections, and paying costs and fees incurred by Licensor for necessary inspections and peer review of the Licensed Premises following the restoration ("**Covered Activities**"). Covered Activities covered by the Performance Bond, include, without limitation, the following:

- a. Complete removal of groundwater monitoring wells and soil vapor probes, and any other monitoring items placed on the Licensed Premises by Licensee;
- b. Compaction of soil and grading of the Licensed Premises to Licensor standards;
- c. Final inspection of the Licensed Premises after Licensee has vacated the Licensed Premises; and
- d. Peer review of final sign-off by RWQCB, Contra Costa County Health Department, and any other agency having jurisdiction over the Licensed Premises or the subject matter of this agreement.

On January 1, 2027, and every five years thereafter, the Licensor may provide written notice to Licensee that a new Performance Bond is required in an amount Licensor's Chief Engineer, or designee, determines is sufficient to cause the above Covered Activities to be completed. Licensee shall deliver that new Performance Bond to Licensor within 30 days after Licensor's written notice to Licensee.

7. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction and will provide copies of said permits and approvals to Licensor upon request. This Agreement does not constitute governmental approval by Licensor of this use.
8. **Nonexclusive Right of Use.** This Agreement is nonexclusive. Licensor reserves the right to issue licenses, easements, and permits to others that could affect the Property or the Premises.
9. **Existing Facilities.** It is understood and agreed that Licensor has leases, licenses, and/or easements with others for all or a portion of the Property.

The holders of the leases, licenses, and/or easements granted by Licensor have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

10. **Damage.** It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to Licensor and the affected users.
11. **Pollution.** Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by Licensor.

Licensee may not permit hazardous materials to be handled at any time on the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by Licensor or any third person, to the satisfaction of Licensor (insofar as the property owned or controlled by Licensor is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the Licensor and the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of Licensor.

Licensee shall pay all amounts due to Licensor under this section within ten (10) days after any demand therefor.

12. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless Licensor and Licensor's officers, employees, and agents from and against any and all claims, demands, liabilities, judgments, orders, costs, penalties, fines, fees, expenses, attorney's fees, and attorney's fee and cost awards (collectively, "Liabilities") arising from or connected with the occupancy or use of the Property or Premises by Licensee, any parent or subsidiary of Licensee, or Licensee's officers, employees, contractors, or agents, or as a result of Licensor granting Licensee a license under this Agreement, save and except for any Liabilities arising from the sole negligence or sole willful misconduct of Licensor, or Licensor's officers, employees, or agents. Licensee's obligations under this Section 12 shall survive the termination or expiration of this Agreement.
13. **Insurance.**
 - a. Licensee shall, at no cost to Licensor, obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and to name **Contra Costa County and Contra Costa County Flood Control & Water Conservation District, and their officers, agents, and employees as additional insured** thereunder. The coverage must provide for a thirty-day written notice to Licensor of cancellation or lapse. Licensee shall provide evidence of the coverage to Licensor prior to execution of this Agreement.
 - b. Licensee shall require each contractor involved with the ground watering wells or the soil vapor probes to maintain Contractors Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If Licensee's contractor maintains broader coverage and/or higher limits than the minimums shown above, the Licensor shall be entitled to the broader coverage and/or

the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Licensor. Self-Insured Retentions or Deductibles must be declared to and approved by the Licensor. A claims retroactive date must be shown and must be prior to December 1, 2020. Licensee shall require its contractor to maintain the Pollution Liability insurance for a period of five years following completion of the contractor's work. Each policy of insurance required under this Section 13(b) shall name **Contra Costa County and Contra Costa County Flood Control & Water Conservation District, and their officers, agents, and employees as additional insureds** under said pollution policy.

14. **Assignment**. Licensee may not assign its rights under this Agreement.
15. **Licensor's Title**. Licensee hereby acknowledges Licensor's fee title in and to the Property and agrees never to assail or to resist Licensor's title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest.
16. **Notices**. Notices under this Agreement must be in writing and will be effective either when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service for next business day delivery, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

SFPP, LP: Kinder Morgan/SFPP, LP
1001 Louisiana Street
Houston, TX 77002

With a copy to: Concord Station
1550 Solano Way
Concord, CA 94520
Attn: Area Manager

Licensor: Contra Costa County/Contra Costa County Flood
Control & Water Conservation District
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

A notice given in accordance with this Section shall be deemed received on the same day it is personally delivered, on the business day following deposit with an overnight courier service for next business day delivery, and on the fifth day after mailing if given by certified mail.

17. **Governing Law.** This Agreement is governed by the laws of the State of California. Any action or proceeding to interpret or enforce this Agreement shall be brought in a state or federal court in California with jurisdiction over the parties and over the subject matter thereof.
18. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY/
CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

SFPP, L.P.,
a Delaware limited partnership

By: _____
Brian M. Balbas
Public Works Director/Chief Engineer

By: Kinder Morgan Operating
LLC "D", its General Partner

By: Kinder Morgan G.P., Inc.,
its General Partner

RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:

By: 
Michael Pitta
Vice President

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Margaret Eychner
Senior Real Property Agent

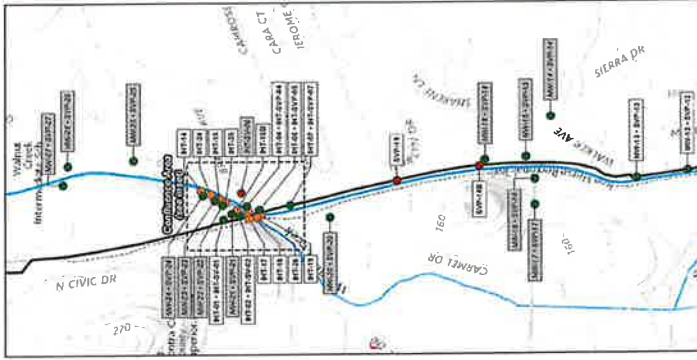
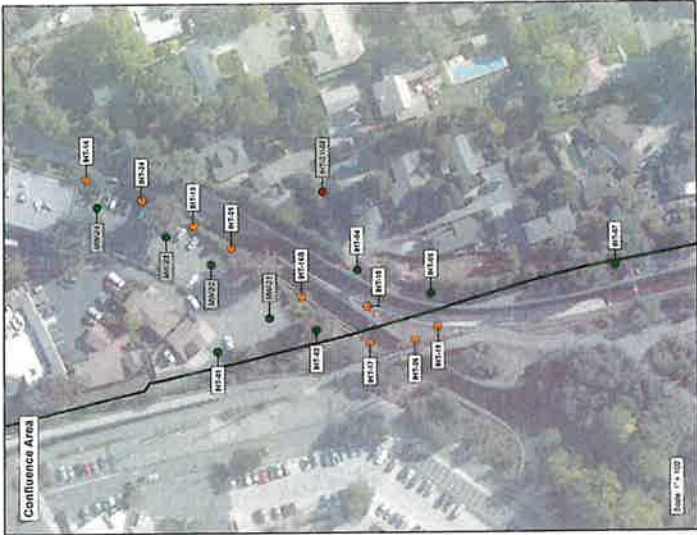
APPROVED AS TO FORM

MARY ANN McNETT MASON,
COUNTY COUNSEL

By: _____
Stephen M. Siptroth
Deputy County Counsel

ME:sl
G:\realprop\License Agreements\Kinder Morgan SFPP, L.P Amendment\CCC and CCCFCD - San Ramon Bypass Monitoring Wells -
2022\AG.29 License Agreement - FCD SR Bypass - 2022 - Final 2.8.22.docx
Approved by County Counsel 3/2021
Rev. 3/2021

EXHIBIT A



LEGEND

- ★ Spill Release Location
- LS-18 Pipeline
- Source Water Feature

COMPLETED FEATURES (54)

- Green dot: Groundwater Monitoring Well Completed (4)
- Blue dot: Groundwater Monitoring Well Completed (2)
- Red dot: Soil Vapor Probe Completed (7)
- Yellow dot: Soil Boring Completed (2)
- Orange dot: Pit/Bore Completed (9)

PENDING FEATURES (7)

- Purple dot: Pending Access Agreement/Permitting Agency Approval (6)
- Light blue dot: Alternative Drilling Method Required (1)

FEATURES NOT COMPLETED (3)

- Black square: Access Refused by Owner (1)
- Red square: Location Inaccessible Due to Utility Conflict (2)

NOTES

- Map prepared by ESRB, LLC/ST/MS
- Aerial photo source: ESRI World Imagery
- Locations labeled in yellow are in Contra Costa County property; locations labeled in purple are not.

Scale: 1" = 600 Feet

0 300 600

ARCADIS

WALNUT CREEK HRT INCIDENT
WALNUT CREEK, CALIFORNIA

SITE-WIDE INVESTIGATION LOCATIONS

10/04/2017 A

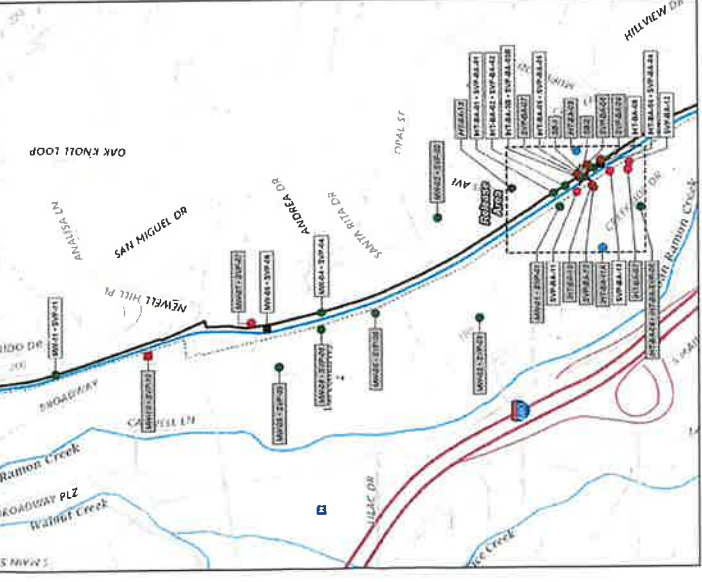


Exhibit A-1

Monitoring Wells and Soil Vapor Probes on Property of Licensor

Monitoring wells and soil vapor probes depicted on Exhibit A on property controlled by Licensor and subject to the terms of this license are listed below:

- IHT-01/ IHT-SVP-01
- IHT-02/ IHT-SVP-02
- IHT-04/ IHT-SVP-04
- IHT-05/ IHT-SVP-05
- IHT-07/ IHT-SVP-07
- SVP-18B
- SVP-19
- MW-04/ SVP-04
- MW-11/ SVP-11
- MW-12/ SVP-12
- MW-13/ SVP-13
- IHT-BA-01/ SVP-BA-01
- IHT-BA-02/ SVP-BA-02
- IHT-BA-03/ SVP-BA-03
- IHT-BA-04/ SVP-BA-04
- IHT-BA-05/ SVP-BA-05
- IHT-14
- IHT-15
- IHT-16B
- IHT-17
- IHT-18
- IHT-19
- IHT-24
- IHT-25
- IHT-26



Contra
Costa
County

To: Board of Supervisors
From: Greg Baer, Director of Airports
Date: July 12, 2022

Subject: Assignment of Lease of County-Owned Property Located at 1500 Sally Ride Drive, Concord

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or his designee, to execute on behalf of the County, a consent to assignment of lease between the County and the current tenant, VOLY RE, LLC, to assign its lease of County-owned property located at 1500 Sally Ride Drive, Concord, to Hapi314159, effective July 1, 2022.

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 30-year ground lease with Michael J. Oakes on June 21, 2016, for real property at Buchanan Field Airport, specifically at 1500 Sally Ride Drive, for the purpose of providing auxiliary aviation services. On May 31, 2019, Michael J. Oakes assigned the lease to VOLY RE LLC.

VOLY

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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)

RE LLC is a subsidiary of Volans I, Inc. Volans I, Inc. and its subsidiaries are in the process of being sold. Once the sale is finalized, the business will be relocated to another state. As a result, VOLY RE LLC desires to assign all of its interest in the ground lease to Hapi314159, which action requires the written consent of the County. Hapi314159 is a newly form limited liability company that intends to continue to operate an aviation business at the site. If the assignment is approved, compliance with the terms of the lease would be personally guaranteed for five years by the owner of Hapi314159, Hannan Parvizian.

CONSEQUENCE OF NEGATIVE ACTION:

VOLY RE LLC will not be able to assign its interest in the Lease which may have a detrimental effect on the sale of this company.

ATTACHMENTS

Lease

Consent to Assign

**COUNTY OF CONTRA COSTA
GUARANTY OF LEASE**

This Guaranty of Lease (“**Guaranty**”) is dated July 1, 2022, and is by HANNAN PARVIZIAN (the “**Guarantor**”), for the benefit of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

RECITALS

- A. The County owns and operates Buchanan Field, a public airport located in Concord, California (the “**Airport**”).
- B. The Premises are subject to an Amended and Restated Lease dated June 21, 2016 (the “**Lease**”) under which Assignor is leasing from the County 0.86 acres of land at the Airport that is commonly known as 1500 Sally Ride Drive. Pursuant to an assignment agreement dated May 31, 2019, Michael J. Oakes assigned his interest in the Lease to VOLY RE LLC (“**Assignor**”). A copy of the Lease is attached to this Guaranty as Exhibit A and incorporated herein.
- C. Assignor and Hapi314159 Holdings, LLC (“**Tenant**”) are parties to a Purchase Agreement dated June 30, 2022, under which Assignor is assigning all of his right, title, interest, and obligations in, to and under the Lease and the leasehold estate to Tenant.
- D. Guarantor has a financial interest in Tenant and the County would not consent to the assignment of the Lease to Tenant if Guarantor did not execute and deliver this Guaranty.

NOW THEREFORE, as a material inducement to County to consent to the assignment of the Lease, Guarantor hereby:

- 1. Unconditionally and irrevocably guarantees the prompt payment by Tenant of all rents and other sums payable by Tenant under the Lease through June 30, 2027 (the “**Expiration Date**”), and the faithful and prompt performance by Tenant of each and every one of the terms, conditions and covenants of the Lease to be kept and performed by Tenant up to and including the Expiration Date, together with the full and prompt payment of any and all costs and expenses of and incidental to the enforcement of this Guaranty, including, without limitation, reasonable attorneys’ fees.
- 2. Agrees that County may from time to time, without notice to Guarantor, which notice is hereby waived by Guarantor, amend, extend, waive, renew or compromise the Lease, in whole or in part, without releasing, extinguishing or affecting in any manner whatsoever the liability of Guarantor hereunder, the foregoing acts being hereby consented to by Guarantor. This is a continuing and unlimited guaranty and Guarantor waives the benefits of the provisions of section 2815 of the California Civil Code.

3. Without in any manner limiting the generality of the foregoing, Guarantor waives the benefits of the provisions of sections 2809, 2810, 2819, 2845, 2849 and 2850 of the California Civil Code and any similar or analogous statutes of California or any other jurisdiction.
4. Agrees that possession of this instrument of guaranty by County is conclusive evidence of due execution and delivery hereof by Guarantor.
5. Agrees that this Guaranty is binding on the legal representatives, successors and assigns of Guarantor, and inures to the benefit of County, its successor, assigns and legal representatives.
6. Agrees that Guarantor may be joined in any action or proceeding commenced against the Tenant in connection with or based on the Lease and recovery may be had against Guarantor in any such action or proceeding or in any independent action or proceeding against Guarantor, should the Tenant fail to duly and punctually pay and perform any of the obligations of the Lease without any requirement that County first assert, prosecute or exhaust any remedy or claim against the Tenant.
7. Agrees that this Guaranty will be deemed to be a contract made under and pursuant to the laws of the State of California and is governed by the laws of the State of California; and that wherever possible, each provision of this Guaranty will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Guaranty.
8. Agrees that the liability of Guarantor and all rights, powers, and remedies of County under this Guaranty and under any other agreement now or at any time hereafter in force between County and Guarantor relating to the Lease are cumulative and not alternative, and such rights, powers, and remedies are in addition to all rights, powers, and remedies given to County by law or in equity.
9. Agrees that no failure on the part of the County to exercise, and no delay in exercising, any right or remedy hereunder will operate as or constitute a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by any related document or by law.
10. Agrees that Guarantor will not, without the prior written consent of County, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Tenant and that the obligations of Guarantor under this Guaranty may not be altered, limited, or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation, or arrangement of Tenant, or by any defense that Tenant may have by reason

of any order, decree, or decision of any court or administrative body resulting from any such proceeding.

11. Agrees that (i) the Guarantor has received legal and adequate consideration for the execution of this Guaranty and has executed and delivered this Guaranty to County in good faith in exchange for reasonably equivalent value, (ii) the Guarantor is not presently insolvent and will not be rendered insolvent by virtue of the execution and delivery of this Guaranty, (iii) the Guarantor has not executed or delivered this Guaranty with actual intent to hinder, delay or defraud the Guarantor's creditors, and (iv) the County has consented to the assignment of the Lease in reliance on this Guaranty.
12. Agrees that, unless otherwise notified by Guarantor, copies of any notices from County to Guarantor under this Guaranty are to be sent to Guarantor at the following addresses:

Hannan Parvizian
1668 NW Summit Drive
Bend, OR 97703

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, effective as of the first day immediately following the Expiration Date, this Guaranty shall automatically become null and void and of no further force or effect, except with respect to any claims that arise on or before the Expiration Date.

This Guaranty is being executed on the date set forth in the introductory paragraph.

GUARANTOR

Hannan Parvizian.

By: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 201_, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

FULLY EXECUTED COPY OF ASSIGNED LEASE BETWEEN
CONTRA COSTA COUNTY AND Hapi314159 HOLDINGS LLC

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease (“**Consent**”) is dated July 1, 2022, 2019, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”), VOLY RE LLC (“**Assignor**”), and HAPI314159 (“**Assignee**”).

RECITALS

- A. County owns real property located in the County of Contra Costa that consists of approximately 0.86 acres commonly known as 1500 Sally Ride Drive, Concord California (the “**Premises**”). This site has been improved with an aircraft hangar.
- B. The Premises are subject to an Amended and Restated Lease dated June 21, 2016 (the “**Lease**”). Pursuant to an assignment agreement dated May 31, 2019, Michael J. Oakes assigned his interest in the Lease to VOLY RE LLC.
- C. Assignor desires to assign all of its right, title, interest, and obligations in, to and under the Lease and the leasehold estate to Assignee (the “**Assignment**”) pursuant to that certain Assignment and Assumption of Ground Lease (the “**Assignment Agreement**”) to be executed and delivered by Assignor and Assignee pursuant to the Purchase Agreement (defined below). Assignee desires to accept the Assignment.
- D. The terms and conditions of the Assignment are set forth in that certain Purchase Agreement, dated June 30, 2022, between Assignor and Assignee, (together, the “**Purchase Agreement**”).
- E. As consideration for the County entering into this Consent, Hannan Parvizian, an affiliate of Assignee (“**Guarantor**”), is entering into a Guaranty of Lease dated as of even date herewith (the “**Guaranty**”), under which the Guarantor is guarantying the prompt payment by Assignee of all rents and other amounts due under the Lease through June 30, 2027, and the faithful and prompt performance by Assignee of each and every term, condition and covenant of the Lease that is to be kept and performed by Assignee, all as more particularly described in the Guaranty. The Guaranty is effective on the effective date of the Assignment.
- F. The Lease requires that Assignor and Assignee receive County’s written consent to the Assignment.
- G. In consideration of all of the terms and conditions contained herein, County agrees to consent to the Assignment.

County, Assignor, and Assignee therefore agree as follows:

AGREEMENT

1. Defined Terms. Defined terms used but not defined in this Consent are as defined in the Lease.
2. Security Deposit. The County will continue to hold the security deposit previously paid to the County under the Lease in accordance with the terms of the Lease.
3. Representations and Warranties of Assignor and Assignee. Each of Assignor and Assignee hereby represents and warrants that:
 - a. Assignee's intended use of the Premises is not inconsistent with the use permitted under the Lease, as amended by the First Amendment.
 - b. Assignee is a Delaware limited liability company in good standing.
 - c. Assignee has a good reputation in the business community in which it has conducted its businesses and its business reputation and business credit history is consistent with other business conducted on the Premises.
 - d. Assignee's intended use of the Premises will not increase the hazardous substance liability to the Premises and will not otherwise adversely affect the County's interest in the Premises.
 - e. Assignee is capable of operating an aviation business as contemplated by the terms of the Lease, as amended by the First Amendment, and has business experience and management ability that is equal to or greater than that of the Assignor.
 - f. The Assignment will not result in a reduction in Ground Rent paid under the Lease.
 - g. Assignor and Assignee have the legal right and authority to enter into this Consent and each has received all necessary approvals to do so.
4. Consent of County.
 - a. In reliance on the representations and warranties of Assignor and Assignee set forth herein and the terms of this Consent, the County consents to the Assignment.

- b. The County hereby consents to the assignment and conveyance of Assignor's interest in, to and under the Lease and the Premises to the Assignee.
 - c. This Consent does not amend the Lease. If there is any confusion or contradiction between any term of the Lease and this Consent, the terms of the Lease will prevail.
5. Assignment and Assumption Agreement. Assignor and Assignee are entering into the Assignment Agreement under which the Assignment will be effected.
6. Conditions Precedent to Execution of Consent. County's consent to the Assignment is subject to the satisfaction of the following conditions:
- a. The Director of Airports must receive an executed copy of the Assignment Agreement.
 - b. The Director of Airports must receive an executed original of the Guaranty.
 - c. Prior to the effective date of the Assignment, the Assignor shall pay any Ground Rent that has become due under the Lease, including late fees and interest, and other payments due under the Lease, and shall cure any existing default.
 - d. Prior to the effective date of the Assignment, the Assignor shall pay the County a Transaction Fee of \$3,000.00.
 - e. Assumption. On the effective date of the Assignment, Assignee assumes all of Assignor's obligations under the Lease, including the obligation to pay Ground Rent when due, in accordance with the terms and conditions of the Assignment.
7. Governing Law. The laws of the State of California govern all matters arising out of this Consent, with venue in the Superior Court of the County of Contra Costa, California.
8. Survival. The provisions of this Consent shall survive both the execution and delivery of this Consent.
9. Notice. From and after the effective date of the Assignment, all notices given to Tenant under the Lease will be mailed to:

Hannan Parvizian
1668 NW Summit Drive
Bend, OR 97703

The parties are signing this Consent to Assignment of Lease as of the date set forth in the introductory paragraph.

COUNTY

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

By _____
Greg Baer
Director of Airports

ASSIGNOR

VOLY RE LLC, a
Delaware Limited Liability Company

By _____
Hannan Parvizian
Member

RECOMMENDED FOR APPROVAL:

By _____
Beth Lee
Assistant Director of Airports

ASSIGNEE

Hapi314159, a Delaware Limited
Liability Company

By _____
Hannan Parvizian
Manager

APPROVED AS TO FORM:

By Mary Ann McNett Mason, County Counsel

By _____
Kathleen M. Andrus,
Deputy County Counsel



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: July 12, 2022

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Namari Flentroy, Erik Fulkerson, Francisco Xavier Garcia, the Kensington, Guadalupe Loza, Susana Shippam, Joel Tolbert III, and Judy R. Wimberly. DENY late claim filed by Leslie Lehlman.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Namari Flentroy: Property claim for lost personal items in the amount of \$61.38.
Erik Fulkerson: Personal injury claim for denial of medical care in jail in the amount of \$10,000,000.
Francisco Xavier Garcia: Personal injury claim related to auto accident in the amount of \$50,000.
The Kensington: Property claim for damaged specialty door in the amount of \$9,868.06.
Guadalupe Loza: Personal injury claim for alleged excessive force in an undisclosed amount.
Susana Shippam: Personal injury claim for an alleged dangerous condition of public property in the amount of \$1,000,000.
Joel Tolbert III: Personal injury claim due to alleged deliberate indifference to jail conditions

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Risk Management

cc:

BACKGROUND: (CONT'D)

in the amount of \$5,400,000.

Judy R. Wimberly: Property claim for lost personal items in the amount of \$800.

Leslie Lehman: Application to file late claim alleging medical malpractice at the Regional Medical Center.

CONSEQUENCE OF NEGATIVE ACTION:

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



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: July 12, 2022

Subject: Settlement of Claim, Jeffrey Boatright vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Jeffrey Boatright and AUTHOIRZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$73,000, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$73,000, less permanent disability advances.

BACKGROUND:

Attorney Suzanne M. Aboujudom, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Jeffrey Boatright v. Contra Costa County. The Board's, June 21, 2022 closed session vote was: Supervisor Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier June 21, 2022 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Karen Caoile 335-1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: July 12, 2022

Subject: Settlement of Claim, Mary McCaslin-Curry vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Mary McCaslin-Curry and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$310,000, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$310,000, less permanent disability advances.

BACKGROUND:

Attorney Greg M. Stanfield, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Mary McCaslin-Curry v. Contra Costa County. The Board's June 21, 2022 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier June 21, 2022 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Karen Caoile 335-1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: July 12, 2022

Subject: Settlement of Claim, Sorikane Bith vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Sorikane Bith and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$153,531, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$153,531, less permanent disability advances.

BACKGROUND:

Attorney Leslie A. Leyton, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Sorikane Bith v. Contra Costa County. The Board's June 21, 2022 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier June 21, 2022 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Karen Caoile 335-1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Karen Caoile, Director of Risk Management
Date: July 12, 2022

Subject: Settlement of Claim, Christina Beckett-Ware vs. Contra Costa County

RECOMMENDATION(S):

RECEIVE this report concerning the final settlement of Christina Beckett-Ware and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed \$80,000, less permanent disability advances.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of \$80,000, less permanent disability advances.

BACKGROUND:

Attorney Suzanne M. Aboujudom, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Christina Beckett-Ware v. Contra Costa County. The Board's June 21, 2022 closed session vote was: Supervisors Gioia, Andersen, Burgis, Mitchoff and Glover - Yes. This action is taken so that the terms of this final settlement and the earlier June 21, 2022 closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Karen Caoile 335-1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Esa Ehmen-Krause, County Probation Officer
Date: July 12, 2022

Subject: DECLARING THE WEEK OF JULY 17, 2022, AS PROBATION, PRETRIAL AND COMMUNITY SUPERVISION OFFICERS' WEEK IN CONTRA COSTA COUNTY

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jeff Waters-925-957-5386

cc:

ATTACHMENTS

Resolution
2022/241

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

In the matter of:

Resolution No. 2022/241

DECLARING THE WEEK OF JULY 17-23, 2022, AS PROBATION, PRETRIAL AND COMMUNITY SUPERVISION OFFICERS' WEEK IN CONTRA COSTA COUNTY.

WHEREAS, Probation utilizes an accountability lens to be a connector and bridge for justice-involved individuals to receive the individualized rehabilitative services they need to be successful.

WHEREAS, Probation is an alternative to incarceration, and California Probation's mission is to deliver a seamless approach to providing effective supervision and rehabilitation services to justice-involved individuals.

WHEREAS, Probation professionals play a unique and essential role in our justice system and communities. Probation is focused on helping justice-involved individuals transition out of the system permanently through transformative and evidence-based rehabilitation.

WHEREAS, Probation officers are trained experts prepared to manage trauma and other needs of justice-involved individuals and safely connect them to the resources they need.

WHEREAS, California Probation officers are diverse, educated and gender equitable professionals focused on providing collaborative safety for our communities.

WHEREAS, Probation connects services and needs to enhance community safety and the restoration of justice-involved individuals. Probation Departments are a connector in the justice system: bridging the gap and maximizing the resources available within the courts, local governments, law enforcement, social services, behavioral health, schools, crime survivor organizations, non-profits, and the community to reduce recidivism by carefully balancing direct human services and research-based deterrents and interventions.

WHEREAS, Probation Departments in California focus on supporting and advocating for policies that help justice-involved individuals transition back to our communities safely and apply an equity lens to ensure these policies will effectively address the diverse needs of the people Probation serves.

WHEREAS, Probation's efforts to balance the need for accountability with individualized rehabilitative treatment and services, provide justice-involved individuals the support and opportunities needed to move onto a healthier and safer life pathway.

WHEREAS, By delivering sustainable community safety, Probation Departments have a profound impact on the health and safety of our communities' by working to reduce recidivism through evidence-based programming and supervision. Probation's success ensures that our State's communities are safer for all Californians to live and prosper.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County, does hereby proclaim July 17-23, 2022, as PROBATION, PRETRIAL AND COMMUNITY SUPERVISION OFFICERS' week on the recommendation of the County Probation Officer, Esa Ehmen-Krause, and encourages all residents to honor these Probation professionals to highlight their immense contributions to our communities and state.

KAREN MITCHOFF
Chair, District IV Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: July 12, 2022

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Human Resources Director
Date: July 12, 2022

Subject: Introduce Ordinance No. 2022-026 to exclude from the merit system the Health Services Personnel Manager-Exempt classification

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2022-026 amending the County Ordinance Code to exclude from the merit system the new classification of Health Services Personnel Manager-Exempt and delete the classification of Health Services Personnel Officer-Exempt, WAIVE READING and FIX July 26, 2022, for adoption.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Gladys Scott Reid (925) 655-2122

cc:

BACKGROUND: (CONT'D)

In December 2021, the incumbent in the Assistant Director of Health Services - Exempt position that was allocated to oversee the Personnel and Payroll Division in Health Services retired. Upon further review of the position as it compares to the County as a whole, it was determined that it was not the appropriate classification to oversee this division due to countywide salary equity concerns. The establishment of the Health Services Personnel Manager - Exempt will ensure that we have a classification that is equitably positioned in the broader County structure and will allow the County to hire employees with the appropriate qualifications since it is not a broad classification that could cover an array of functions.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, we will have an inequitable salary structure and will have a challenge backfilling the position with the classification previously used.

ATTACHMENTS

Ordinance 2022-26

ORDINANCE NO. 2022-26

(Exclude from the Merit System the new classification of Health Services Personnel Manager-Exempt and Delete the classification of Health Services Personnel Officer-Exempt)

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

SECTION I: Section 33-5.313 of the County Ordinance Code is amended to exclude from the merit system the new classification of Health Services Personnel Manager-Exempt, delete the classification of Health Services Personnel Officer-Exempt, and is amended to read as follows:

33-5.313 - Health-medical.

- (a) Classifications appointed by the Board of Supervisors
 - (1) The director of health services is excluded and is appointed by the board.
 - (2) The county health officer (Health and Safety Code Section 101000) is excluded and is appointed by the board.
 - (3) The county physician (Health and Safety Code Section 1441) is excluded and is appointed by the board.
 - (4) The county (local) director of mental health services (Welfare and Institutions Code Section 5607, 9 Cal. Code of Regulations Sections 620 et seq.) is excluded and is appointed by the board.

- (b) General Executive and Administrative classifications
 - (1) The assistant to the health services director-exempt is excluded and is appointed by the director of health services.
 - (2) The assistant directors of health services are excluded and are appointed by the director of health services.
 - (3) The health services administrative officer is excluded and is appointed by the director of health services.
 - (4) The health services personnel manager-exempt is excluded and is appointed by the director of health services.
 - (5) The chief operations officer-exempt is excluded and is appointed by the director of health services.
 - (6) The emergency medical services director-exempt is excluded and is appointed by the director of health services.
 - (7) The medical directors are excluded and are appointed by the director of health services.
 - (8) The chief deputy public administrator-exempt is excluded and is appointed by the director of health services.

- (9) The county compliance and HIPAA privacy officer-exempt is excluded and is appointed by the director of health services.
 - (10) The chief of plant operations-exempt is excluded and is appointed by the director of health services.
 - (11) The deputy director of health services-exempt is excluded and is appointed by the director of health services.
- (c) County Hospital and Clinics classifications
- (1) The Contra Costa Regional Medical Center chief executive officer-exempt is excluded and is appointed by the director of health services.
 - (2) The chief medical officer-exempt is excluded and is appointed by the director of health services.
 - (3) The residency director-exempt is excluded and is appointed by the director of health services.
 - (4) The associate medical director-exempt is excluded and is appointed by the director of health services.
 - (5) The chief quality officer-exempt is excluded and is appointed by the director of health services.
 - (6) The director of patient financial services is excluded and is appointed by the director of health services.
 - (7) The chief nursing officer-exempt is excluded and is appointed by the director of health services.
 - (8) Physicians and dentists serving the county (except those in the classifications of assistant health officer, and chief of community health services) are excluded and are appointed by the director of health services.
- (d) Contra Costa Health Plan (CCHP) classifications
- (1) The chief executive officer, Contra Costa Health Plan-exempt is excluded and is appointed by the director of health services.
 - (2) The deputy executive director, Contra Costa Health Plan-exempt is excluded and is appointed by the director of health services.
 - (3) The director of marketing, member services, and public relations-Contra Costa Health Plan is excluded and is appointed by the director of health services.
 - (4) The health plan services assistant-exempt is excluded and is appointed by the director of health services.
- (e) Information Technology classifications
- (1) The health services information technology director-exempt is excluded and is appointed by the director of health services.
 - (2) The assistant health services information technology director-project management-exempt is excluded and is appointed by the director of health services.
 - (3) The assistant health services information technology director-

application development-exempt is excluded and is appointed by the director of health services.

- (4) The assistant health services information technology director-customer support-exempt is excluded and is appointed by the director of health services.
- (5) The assistant health services information technology director-infrastructure-exempt is excluded and is appointed by the director of health services.
- (6) The assistant health services information technology director-information security-exempt is excluded and is appointed by the director of health services.

(f) Environmental & Mental Health classifications

- (1) The mental health education liaison-exempt is excluded and is appointed by the director of health services.
- (2) The director of environmental health services is excluded and is appointed by the director of health services.
- (3) The director of hazardous materials programs-exempt is excluded and is appointed by the director of health services.
- (4) The executive assistant to the hazardous materials commission-exempt is excluded and is appointed by the director of health services.

(Ord. Nos. 2022-26 § 1, 07-26-2022; 2021-15 § 1, 04-27-21; 2019-18 § 1, 06-11-19; 2018-09 § 1, 03-20-18; 2018-02 § 1, 01-09-18; 2017-06 § 1, 6-6-17; 2016-20 § I, 11-8-16; 2016-09 § I, 4-12-16; 2013-04 § I, 3-19-13; 2011-14 § 1, 8-9-11; 2011-06 § 1, 3-22-11; 2010-13 § 1, 9-28-10; 2009-16 § 1, 8-25-09; 2009-09 § 1, 4-28-09; 2008-11 § I, 9-16-08; Ords. 2007-37 § 1; 2005-28 § 1; 2004-11 § 1; 2003-32 § 1; 99-23; 98-11 § 1; 98-5 § 1; 97-25 § 1; 97-13 § 1; 96-31 § 1; 93-3 § 1; 92-2 § 1; 90-124 § 1; 90-55; 86-97; 86-32; 85-50 § 2; 83-9; 1-70 § 2; 81-32 § I[5]; 80-69 § 1; 80-34 § 1; 80-6; 79-29; 79-9 § 3: § 32-2.602 (7, 13, 16): prior code § 2413 (g, n, r): Ords. 69-81, 2030, 471: Bd. Sups. Resol. # 79/201)

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

PASSED ON _____ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

By: _____
Deputy

Board Chair

[SEAL]



Contra
Costa
County

To: Board of Supervisors
From: Esa Ehmen-Krause, County Probation Officer
Date: July 12, 2022

Subject: Appointment to the At-Large Youth Representative Seat on the Juvenile Justice Coordinating Council

RECOMMENDATION(S):

APPOINT Mica Herrera to the At-Large Youth Seat 2 on the Juvenile Justice Coordinating Council for a term ending on June 30, 2023, as recommended by the Public Protection Committee.

FISCAL IMPACT:

No fiscal impact from the nomination of individuals to serve on the JJCC. Service on the JJCC is uncompensated.

BACKGROUND:

The Juvenile Justice Coordinating Council (JJCC) is a multiagency advisory body that informs the development and implementation of a countywide juvenile justice plan. Due to the resignation of Sydney Mendez in May 2022, The Board of Supervisors declared one (1) At-Large Youth (ages 14-25) seat vacant and recommended that the Chief Probation Officer work with the Clerk of the Board to post the vacancy. On May 2, 2022, the Probation Department issued a press release to announce the recruitment for the one (1) vacant At-Large Youth seat on the JJCC.

While Probation received a total of two (2) applications for the At-Large Youth Seat prior to the deadline on May 20, 2022. The JJCC interviewed Mica Herrera at the June 15, 2022, meeting and motioned to move Mica Herrera's application to the Board of Supervisors for appointment for the two year term. (See Attachment A) Mica Herrera application.

In response to the Press Release, Probation received a total of two (2) applications for the (1) vacant At-Large Youth (ages 14-25) seat prior to the May 20, 2022 deadline. All applicants were invited to participate in public interviews scheduled for the June 15, 2022, Juvenile Justice Coordinating Council meeting. Mica Herrera was the only applicant present and interviewed during the June 15, 2022, meeting. The applications of both a candidates have been attached.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: July 12, 2022

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

Contact: Deborah Caldwell 925-313-4188

By: , Deputy

cc:

BACKGROUND: (CONT'D)

The JJCC voted unanimously to recommend Mica Herrera to the At-Large Youth seat. Mica Herrera lives and works in Contra Costa County and is a formerly incarcerated community organizer whose been working with the Safe Return Project.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the At-Large Youth seat will remain vacant and the Juvenile Justice Coordinating Council (JJCC) will be unable to reach quorum.

ATTACHMENTS

Attachment A-Mica Herrera Application

Attachment B - Capelli Aria Application

Application Form

Profile

Mica _____ Herrera _____
First Name Middle Initial Last Name

_____ Suite or Apt _____
Home Address

_____ State _____ Postal Code _____
City

_____ Primary Phone

_____ Email Address

[District Locator Tool](#)

Resident of Supervisorial District:

None Selected

_____ Job Title _____
Employer

Length of Employment

2

Do you work in Contra Costa County?

Yes No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

lived here all my life and have been working for 2 years

Are you a veteran of the U.S. Armed Forces?

Yes No

Board and Interest

Which Boards would you like to apply for?

Juvenile Justice Coordinating Council: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If Yes, how many meetings have you attended?

5

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

Yes No

Other Training B

Certificate Awarded for Training?

Yes No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, committee, or commission.

I would like to be apart the JJCC and CCC Women & Young Girls because I am a formerly incarcerated community organizer. I completed the Girls In Motion program Feb. 2018-October 2018. I feel I qualify because I have more then enough personal experience inside our counties juvenile hall, I've had many different interactions with staff and also experienced how it is to live at our counties juvenile hall. finally, i work closely with the community and our youth so I have an idea of exactly what our community is missing and what's needed

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

- working with Safe Return Project for 2 years. I completed the Richard Boyd, Fellowship 2019-2020 and I have been working closely with the community - completed Girls in Motion program 2018

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

Yes No

Do you have any obligations that might affect your attendance at scheduled meetings?

Yes No

If Yes, please explain:

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

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 or community experience, including any advisory boards on which you have served.

Conflict of Interest and Certification

Do you have a familial or financial 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)

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?

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

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.

Application Form

Profile

Aria _____ Capelli _____
First Name Middle Initial Last Name

_____ Suite or Apt _____
Home Address

_____ State _____ Postal Code _____
City

_____ Primary Phone

_____ Email Address

[District Locator Tool](#)

Resident of Supervisorial District:

District 2

_____ Job Title _____
Employer

Length of Employment

NA

Do you work in Contra Costa County?

Yes No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

16 Years

Are you a veteran of the U.S. Armed Forces?

Yes No

Board and Interest

Which Boards would you like to apply for?

Racial Justice Oversight Body: Submitted

Seat Name

School Age Representative

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

None of the above

College/ University A

Name of College Attended

NA

Degree Type / Course of Study / Major

NA

Degree Awarded?

Yes No

College/ University B

Name of College Attended

NA

Degree Type / Course of Study / Major

NA

Degree Awarded?

Yes No

College/ University C

Name of College Attended

NA

Degree Type / Course of Study / Major

NA

Degree Awarded?

Yes No

Other Trainings & Occupational Licenses

Other Training A

NA

Certificate Awarded for Training?

Yes No

Other Training B

NA

Certificate Awarded for Training?

Yes No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, committee, or commission.

I believe in equity and in working to eradicate disparities within and between communities, and for that reason, I would like to be part of Contra Costa County's Racial Justice Oversight Body. When the pandemic grabbed hold of the pre-existing fissures and injustices in education and ripped them into canyons (and as I, too, frankly, found myself searching for something more purposeful to do than pre-canned Zoom school or a Netflix watch party), I co-founded the nonprofit Meaningful Teens to teach literacy skills to students falling even farther behind without individualized, in-person instruction. Education is supposed to be the route to equal opportunity, the yellow brick road to the American Dream, so if we can't provide that equitably, we compromise our ability to create a society that operates fairly in any other way. Although we successfully snagged donated tablets and headphones, I soon realized our challenges reaching our students ran much deeper than the glib technological veneer. Many of my students were caught in a net, different structures and systems knit together and weaved through their daily experiences and their family histories. My eyes opened for the first time to the larger reality my students inhabited. I felt like I'd suddenly seen a corner of "The Matrix", a few pixels that actually showed just how vast and tangled and hard to comprehend the whole system was. As a multi-cultural, multi-ethnic, multi-multiple person myself, I'd never been ignorant of the fact that our society carves different paths for different kinds of people, or of the impact that a person's background can have on their life course or opportunities. But the pandemic brought these issues into even greater relief, laying them at my doorstep (or at least my desktop). Our little organization blossomed and spread, eventually recruiting thousands of volunteers and hundreds of students and combining forces with other organizations. We partnered with Serve Square to provide students within the foster care system mentorship experience as MT volunteers and worked with the Compass Family Services to help homeless and at-risk families in the San Francisco Bay Area. I was proud of what we did. I knew what I was doing mattered, even if just to the students I was able to help. But I also saw how little it was. Volunteering and philanthropy, without changes to policy, can only go so far. The larger structures that really need to change require community action, political action. Teenagers (especially those of us who can't even vote yet) rarely have the opportunity to participate in our communities at that level. We're often the first initiates into the justice system, and yet we're too often viewed as a problem to be managed rather than critical stakeholders. I'd like to join the Racial Justice Oversight Body so that I can literally and figuratively take a seat at the table and help to build a more inclusive, just, and healthy future for everyone.

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

Sometimes I feel like a bag of hyphens. I am multi-racial, pan-theist, bi-cultural, and first-generation American. I am the granddaughter of immigrants, juggling Spanish, Mandarin, and English at family events. My life has been filled with people, cultures, and customs from all over the world, and my multicultural upbringing has taught me to adapt, to try on different shoes (always taken off when people arrive, as grandma insists), and to connect and engage with people from different backgrounds. As spike proteins tear holes in our social fabric, racial confrontations have skyrocketed, compelling me to take action to combat these actions in my own life. I joined the Diversity, Equity, Inclusion, and Social (DEIS) justice club at my school, working with fellow members to advocate an inclusive academic community that reflects a wide range of identities, lived experiences, and perspectives and to promote a positive school culture and ensure all members of the our community feel seen and heard. The conversations we have centered around respect, rights for all, diversity, and the dignity of others, though sometimes uncomfortable, force us and enable us to grow and learn from one another in profound and impactful ways. As a young person, I'm also acutely aware of the ways in which justice in schools affects students' present and future selves. I'm lucky to attend an institution which values justice and seeks to treat students with justice and respect, but when the tendrils of social media reach all of us, none of us can close our eyes to the videos of black teenagers no older than I am pinned to the ground for a minor infraction, to "safety officers" who seem to think they're in a warzone, to the neon disparities in suspensions and expulsions. As someone who does not just "check" one box, I am uniquely qualified for a position which seeks to break down the barriers between our communities and guarantee justice for all. I enjoy putting in the work to not only get to know people, but to gain their trust and build bonds with them. I value relationships and communication and have proven that I can make a difference with those I come across. I have an ability to connect with others, learning from them and bringing out their best. I've also worked collaboratively to found a non-profit organization seeking to bridge the literacy divide that the pandemic ripped into a canyon by teaching reading over Zoom. As part of that organization, Meaningful Teens, I partnered with a range of people and companies to funnel skills and donations towards our efforts. I would love the opportunity to bring my skills collaborating, communicating, and organizing to the County's Racial Justice Task Force.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

Yes No

Do you have any obligations that might affect your attendance at scheduled meetings?

Yes No

If Yes, please explain:

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

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 or community experience, including any advisory boards on which you have served.

1. Meaningful Teens- Founder- Created an educational nonprofit that provides online literacy and English learning programs for refugees, immigrants, and low-income youth. Trained 1000+ volunteers and improved literacy rates by 45% and procured sponsorships from Fortune-500 companies like Chevron. Delineated a high school to college pathway with college advisors on hand for students in the program to obtain a BA/BS degree. Initiated the Be A Teacher program which encourages our students to become teachers and instills the importance of having teachers of color in the classroom. 2. Meaningful Gardens- Founder- Founded nonprofit to teach students in low-income areas about the benefits of gardening to end the cycle of food injustice. Funded and created gardens using seed sprouting and hydroponic gardening for classrooms and affordable housing communities with the ultimate goal of creating community gardens in these areas. 3. Smart Recycling Now (SRN)- Founder- Founder of SRN which builds owl boxes from recycled polypropylene face masks to help endangered owl populations. Supervises volunteers and recycling logistics in 27 schools in NY, CA, and MD. Facilitated the building of over 21 owl houses to date. 4. Diversity, Equity, Inclusion, and Social Justice Club- Ambassador- Joined a selective group of high school students to advocate civil discourse and conflict mediation to promote a positive American future. This work ensures students in The Athenian High School are not discriminated against due to religion, gender, sexual orientation, race, ethnicity, and/or socioeconomic status. 5. Student Council- Leader- Elected as liaison between students and administration to facilitate student initiatives and fundraisers for socials. Lead Friday morning school meeting to discuss grade-wide activities and programs. 6. Peer counselor-Work with peers to address a broad range of topics by providing one-on-one, confidential support. Establish an encouraging atmosphere where students can talk honestly about personal challenges. 7. Nibbi Brothers Construction- Intern- Interning for an environmentally-conscious contracting team. Hands-on learning of affordable housing funding, tax benefits, sourcing of material, government approval, and community involvement.

Conflict of Interest and Certification

Do you have a familial or financial 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)

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?

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

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5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
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 - (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.

Aria Capelli

EDUCATION

- 08/2021 - Present • GPA 4.0 (Unweighted)
- Fluent in Chinese and Spanish

ATHLETICS

- 02/2018 - Present • Futures Swim Cuts
- Swim breaststroke and IM, consistently placing in the top 30 in Western United States.

ACTIVITIES

Meaningful Teens, *Founder* • 03/2020 - Present

- Founded a virtual nonprofit with 1000 volunteers to teach English literacy to underserved students.
- Procured sponsorships from corporations including BNY Mellon Bank and Chevron.
- Created high school to college plan to advise path to obtaining BA/BS degree.
- Initiated Be A Teacher program to encourage students of colors to be teachers across the US.

Meaningful Gardens, *Founder* • 09/2021 - Present

- Founded a nonprofit to educate youth about different forms of gardening.
- Funded school gardens and indoor gardens to ten classrooms & affordable housing communities.

Smart Recycling Now (SRN), *Founder* • 10/2021 - Present

- Founded nonprofit recycling face masks to build owl boxes for natural rodent control.
- Built 21 owl boxes to date; Coordinating SRN at 27 high schools.

Diversity, Equity, Inclusion and Social Justice Club, *Ambassador* • 09/2021 - Present

- Selected as an advocate for civil discourse and conflict mediation while embracing differences of race, ethnicity, physical ability, religion, sexual orientation and socioeconomic status.

HumOn App, *Creator and Designer* • 10/2021 - Present

- Designing an app to engage users in authentic connections to eradicate unconscious bias.
- Inspired by Cooper Hewitt Smithsonian Contest.

Student Council, *Leader* • 08/2021 - Present

- Elected by peers as liaison between students and administration to facilitate student initiatives
- Lead Friday morning school meeting to discuss grade-wide activities and programs.

Peer Counselor • 08/2021 - Present

- Provide one-on-one confidential support for peers on a broad range of topics.

Nibbi Brothers Construction Intern • 03/2021

- Organized and filed union contracts, reviewed blueprints for low income housing construction, brainstormed community engagement opportunities, researched zoning and tax laws.

AWARDS AND HONORS

- President's Volunteer Service Gold Award • 2020 and 2021



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: July 12, 2022

Subject: REAPPOINTMENT TO THE CONTRA COSTA COUNTY MERIT BOARD

RECOMMENDATION(S):

REAPPOINT Charles Kreling to the District 3 seat on the Contra Costa County Merit Board to a term expiring June 30, 2026, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

N/A

BACKGROUND:

The Merit Board is authorized to carry out the duties of the Merit Board under the Merit System Ordinance (Ordinance No. 80-47), as required in State Law. The Merit Board's jurisdiction shall be to oversee the merit system and to hear and decide on the following matters: unlawful discrimination appeals or complaints, appeals from: orders and actions of dismissal, suspension, demotion or reduction of compensation; application of the layoff regulations; coerced resignation and appeals from denial of flexibly staffed promotions.

CONSEQUENCE OF NEGATIVE ACTION:

NONE

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Alicia Nuchols, 925-655-2335

cc:



Contra
Costa
County

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: July 12, 2022

Subject: APPOINT, In-Lieu of Election, a Member of the Contra Costa County Retirement Board

RECOMMENDATION(S):

APPOINT, in lieu of election, the following candidate to the Contra Costa County Employees' Retirement Association Board of Trustees to a term beginning July 1, 2022 and ending June 30, 2023:

- Samson Wong, Novato, CA 94545, as Safety Alternate Member #7

FISCAL IMPACT:

None to the County. Retirement Board Trustees receive a stipend of \$100 per meeting, plus mileage reimbursement, paid by CCCERA.

BACKGROUND:

Only one candidate filed for the seat of the Contra Costa County Retirement Board, which election was scheduled for September 6, 2022. Election Code section 10515 requires that candidates who filed for an office for which the number of candidates equaled or did not exceed the number required to be elected, be "Appointed-in-Lieu of Election" by the Board of Supervisors as if they were elected.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board take no or negative action, the candidate will not be sworn in as provided by law.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 07/12/2022 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Rosa Mena, 925.335.7806

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: July 12, 2022

Subject: REAPPOINTMENT TO THE MENTAL HEALTH COMMISSION

RECOMMENDATION(S):

REAPPOINT Douglas Dunn to the District 3, Seat 3 on the Mental Health Commission to a term expiring June 30, 2025, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

The Mental Health Commission was created in 1993. Their mission is to review and evaluate the community's mental health needs, services, facilities and special problems; to advise the governing body and local mental health director as to any aspect of the local mental health program; review the County's performance outcome data and communicate it's findings to the State Mental Health Commission; and asses the impact of the realignment of services from State to County on services delivered to clients and the local community and report findings and recommendations to the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

The District 3, Seat 3 would be vacant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Alicia Nuchols, 925-655-2335

cc:



Contra
Costa
County

To: Board of Supervisors
From: Marla Stuart, Employment and Human Services Director
Date: July 12, 2022

Subject: Advisory Council on Aging Appointment

RECOMMENDATION(S):

APPOINT Carol Kehoe to the City of El Cerrito Local Committee seat on the Advisory Council on Aging as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Appoint Carol Kehoe as the City of El Cerrito Local Committee representative on the Advisory Council on Aging (ACOA) for the term ending September 30, 2022. The seat is currently vacant. Carol Kehoe is a resident of El Cerrito and was approved as the El Cerrito representative by the El Cerrito City Council on June 21, 2022.

The ACOA provides for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and oppotunities for residents of the County. The ACOA provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The ACOA may not be able to conduct routine business.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres 608-4980

cc:



Contra
Costa
County

To: Board of Supervisors
From: PUBLIC PROTECTION COMMITTEE
Date: July 12, 2022

Subject: Racial Justice Oversight Body Appointments

RECOMMENDATION(S):

APPOINT Gigi Crowder to the Community-Based Representative Seat 8 and Carlos Fernandez to the Community-Based Representative Seat 9 on the Racial Justice Oversight Body with appointment terms ending on December 31, 2022.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Racial Justice Oversight Body (RJOB) is a multi-agency advisory body established by the your Board on July 24, 2018 to oversee the implementation of the recommendations made by the Racial Justice Task Force to reduce racial disparities in the criminal and juvenile justice systems.

On April 7 and 12, 2022, the Office of Reentry and Justice (ORJ) at the Probation Department issued a press release and e-newsletter to announce the recruitment of two (2) vacant Community-Based Representative Seats, 8 and 9, for the terms expiring on December 31, 2022. On May 5, 2022, the RJOB considered the applicants and recommended the nomination of Gigi Crowder to the Community-Based Representative Seat 8 and Carlos Fernandez to the Community-Based Representative Seat 9. On June 27, 2022, the Public Protection Committee considered RJOB's appointment recommendations and approved the recommended appointments for consideration by the Board of Supervisors.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Paul Reyes, 925-655-2049

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The two Community-Based Representative seats will remain vacant, which could create a challenge the Racial Justice Oversight Body's ability to establish a quorum.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Medical Staff Appointments and Reappointments – June 1, 2022

RECOMMENDATION(S):

APPROVE the new medical staff, affiliates and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and voluntary resignations as recommended by the Medical Staff Executive Committee, at their June 1, 2022 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical Center and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Linda Barnum, (925) 370-5035

cc:

ATTACHMENTS

June List

SBAR DFAM

Revision

DFAM Core

Privileges



A. New Medical Staff Members

Mostow, Jacqueline, MD	DFAM
Sanchez, Lilia, MD	DFAM

B. Application for Staff Affiliation

None

C. UCSF Teleneurology

Green, Christopher, MD	UCSF Teleneurology
Lundquist, Britta, MD	UCSF Teleneurology
Villamizar Rosales, Carlos, MD	UCSF Teleneurology
Yu, Andrew, MD	UCSF Teleneurology

D. Provisional Staff Evaluations 3 Months

Valliani, Salimah, MD	Hem/Onc
Sohal, Kunwar, MD	Gastro

E.6 Month Evaluations

Kashyap, Bhavna, MD	Pediatrics
Carr, Megan, MD	DFAM



F. Staff Advancing to Non-Provisional

<u>Provider</u>	<u>Department</u>
Miriam, Hasan, MD	DFAM
Ngadon, Tenzin, FNP	DFAM
Beltagui, Amr, MD	Psychiatry/Psychology
McQuade, Jennifer, MD	Psychiatry/Psychology
Singh, Jasbir, MD	Psychiatry/Psychology
Stanziale, Jennifer, MD	Hospitalist
Oberlin, Daniel, MD	Surgery/Urology

G. Biennial Reappointments

<u>Provider</u>	<u>Department</u>	<u>Staff Status</u>
Santos, Riza, DMD	Dental	A
Stokes, Michael, DDS	Dental	A
Arpajirakul, Neary, MD	DFAM	A
Farnitano, Christopher, MD	DFAM	A
Sreenivasan, Meera, MD	DFAM	A
Wong, Michelle, MD	DFAM	A
Falk, Matthew, MD	Diagnostic Imaging	C
Goldstein, David, MD	Emergency Medicine	C
Hsieh, Dennis, MD	Emergency Medicine	A
Malik, Ritu, MD	Emergency Medicine	A



Steinhart, Rachel, MD	Emergency Medicine	A
Taylor, Opal, MD	Emergency Medicine	A
Urcuyo, Sergio, MD	Hospital Medicine	A
Sutherland, Sonia, MD	Internal Medicine	A
Thompson, Julie, MD	Internal Medicine	A
Tran, Angela, MD	OB/GYN	A
Wright, Courtney, MD	OB/GYN	A
Brown, Casey, MD	Pediatrics	P
De Jesus, Lilia, MD	Pediatrics	C
Grelli, Kimberly, MD	Pediatrics	C
Ravindran, Jayalakshmi, MD	Pediatrics	C
Bhandari, Tarun, MD	Psychiatry/Psychology	A
Singh, Indra, MD	Psychiatry/Psychology	A

H. Biennial Renewal of Privileges

None

I. Biennial Reappointments for Teleradiologists (vRad)

Chong, Kenneth, MD	Diagnostic Imaging
Kompala, Sushila, MD	Diagnostic Imaging
Travis, Talitha, MD	Diagnostic Imaging

ANNA M. ROTH, RN, MS, MPH
HEALTH SERVICES DIRECTOR

JASPREET BENEPAI, RN
INTERIM CHIEF EXECUTIVE OFFICER
CONTRA COSTA REGIONAL MEDICAL CENTER
& HEALTH CENTERS



CONTRA COSTA
REGIONAL
MEDICAL CENTER
& HEALTH CENTERS

2500 Alhambra Avenue
Martinez, California 94553-3191

Ph (925) 370-5000
www.cchealth.org/medicalcenter/

K. Voluntary Resignation

Block, Alison, MD	DFAM
Slauson, Dana, MD	DFAM
Hood, Sharon, MD	OB/GYN
Wong, Jonathan, MD	OB/GYN

COMMITTEE NAME : MEDICAL EXECUTIVE COMMITTEE

MEETING DATE: 6/20/2022

Issue Name: DFAM and Adult Medicine Clinical Privileges Update.	Presenter(s): Ogo Mbanugo, MD Chair, Credential Committee
Situation: <i>Why is this on the Agenda?</i>	First Revision and Update of the DFAM and Adult Medicine Clinical Privileges.
Background: <i>History of the issue.</i> <i>Significant trends, studies, analysis of the data or situation.</i>	For the purpose of granting clinical privileges, CCRMC transitioned to Core Privileging 2020/2021. This is the first revision for the DFAM and Adult Medicine Clinical Privileges. The following revisions were made: <ul style="list-style-type: none">• Added a line for co-signature by Division Chairs.• Added separate Non-Core privileges for Provider Performed Microscopy• Changed all time to be in terms of number of months• Renewal of IUD Insertion and EMB privileges changed to 1 in last 48 months.• Facilitating Medical Groups changed to the core privilege section• Under Non-Core privileges, added Incision and Drainage of Bartholin's duct cysts, including Word Catheter• Added to Inpatient Delivery Privileges - Assist with multifetal deliveries and fetal versions and Manual Removal of Placenta post delivery should be with Consultation.• Under Family Medicine In-Patient OB, decreased number of vaginal deliveries from at least 10 in the past 24 months to at least 8 in the past 24 months.• Under OB FPPE #3- added two (2) Vaginal Deliveries.

Assessment: <i>Therefore, what? What is the presenter's overall judgement.</i>	These serial revisions were approved by DFAM Leadership Group and by the June 2022 Credential Committee meeting. Approve as is written.
MEC Recommendations:	

CONTRA COSTA REGIONAL MEDICAL CENTER

DEPARTMENT OF FAMILY AND ADULT MEDICINE CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: ____/____/____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

QUALIFICATIONS FOR ADULT MEDICINE

Initial applicants: To be eligible to apply for privileges in Ambulatory Care Adult Medicine, the

DEPARTMENT OF FAMILY AND ADULT MEDICINE CLINICAL PRIVILEGES

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in Family Medicine **or** Internal Medicine.

AND

2. Documentation of current certification or Board eligibility (with achievement of certification within 3 years) leading to certification in Family Medicine by the American Board of Family Medicine or Family Practice and Osteopathic Manipulative Treatment by the American Osteopathic Board of Family Physicians, **or** Internal Medicine by the American Board of Internal Medicine or the American Osteopathic Board of Internal Medicine.

AND

3. ***Required current experience:*** Provision of care, reflective of the scope of privileges requested, for at least 500 patient visits as the attending physician during the past 24 months, or successful completion of an ACGME– or AOA–accredited residency or clinical fellowship within the past 24 months. Please provide clinical activity/procedure log.

Renewal of privileges: To be eligible to renew privileges in Ambulatory Care Adult Medicine, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification or Osteopathic Continuous Certification

AND

2. Current documented competence and an adequate volume of experience (500 patient visits as the attending physician) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcome.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core privileges: Ambulatory Care Adult Medicine

- Requested** Evaluate, diagnose, treat, and provide consultation to patients ≥ 14 years old, with a wide variety of illnesses, diseases, injuries, and functional disorders of the circulatory, respiratory, endocrine, metabolic, musculoskeletal, hematopoietic, gastroenteric, integumentary, nervous, female reproductive and family planning, genitourinary systems, and including mild to moderate psychiatric disorders, dependence or addiction to alcohol or other drugs and medical management of chronic pain. Assess, stabilize, and determine disposition of patients with emergent conditions regarding emergency and consultative call services. The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request, and then initial and date.

Ambulatory Care Adult Medicine

- Performance of history and physical exam
- Performance of PAP Smear
- Management of burns, superficial and partial thickness
- Excision of cutaneous and subcutaneous lesions, tumors, and nodules
- Incision and drainage of abscesses
- Management of uncomplicated, minor, closed fractures and uncomplicated dislocations
- Performance of local anesthetic techniques
- Performance of simple skin excision and biopsy
- Peripheral nerve blocks
- Placement of anterior nasal hemostatic packing
- Removal of a nonpenetrating foreign body from the eye, nose, or ear
- Suturing of uncomplicated lacerations, including in perineal and vaginal area
- Cryotherapy (removal of warts)

3/17

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Toenail trephination and removal
- Subcutaneous, Intradermal and Intramuscular Injections
- Arthrocentesis and Joint Injections
- Removal of IUD
- Medication induced pregnancy termination at less than 10 weeks
- Removal of vaginal foreign body
- Facilitating Medical Groups

Special Non-Core Privileges (See Specific Criteria)
 Non-core privileges are requested individually in addition to requesting the core. Each individual requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant or re-applicant.

Non-Core Privileges

Paracentesis

Criteria for Initial Request and Renewal:

1. Successful completion of an ACGME–or AOA–accredited residency which included training in paracentesis, or completion of a hands-on training in paracentesis under the supervision of a qualified physician preceptor
- AND**
2. Documented current competence and evidence of the performance of at least 2 paracentesis procedures or department-approved in-service in the past 24 months, or completion of training in the past 24 months. Please provide clinical activity/procedure log.



Non-Core Privilege: Insertion of IUD

Requested

Criteria for Initial Request:

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Successful completion of an ACGME–or AOA– accredited postgraduate training program in Family Medicine or Internal Medicine which included training in IUD Insertion, **or** completion of a hands-on training under the supervision of a qualified physician preceptor. Applicant must provide documented experience of at least 5 successful IUD insertions.

Criteria for Renewal:

Documented experience of 1 successful IUD insertion in the past 48 months

Non-Core Privilege: Implantable Contraception Insertion and Removal

Requested

Criteria for Initial Request and Renewal: Completion of the Nexplanon training program. Please submit Training Certification.

Non-Core privilege: Endometrial biopsy (EMB)

Requested

Criteria for Initial Request:

Successful completion of an ACGME–or AOA– accredited postgraduate training program in Internal Medicine or Family Medicine which included training in endometrial biopsy (EMB), or completion of a hands-on training in endometrial biopsy under the supervision of a qualified physician preceptor. Documented experience of 4 endometrial biopsies.

Criteria for Renewal:

Demonstrated experience of 1 EMB procedure in the past 48 months

Non-core Privilege: Incision and drainage of Bartholin duct cysts, including Word Catheter insertion

Requested

Criteria for Initial Request: Demonstrated experience with Incision and Drainage of 3 Bartholin Duct Cysts, including Word Catheter insertion.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Criteria for Renewal: Demonstrated experience with Incision and Drainage of 1 Bartholin Duct Cysts, including Word Catheter in the past 48 months.

Non-Core Privilege: Provider Performed Microscopy (Microscopic diagnosis of urine and vaginal smears)

Requested

Criteria for Initial Request – Successful completion of an ACGME–or AOA– accredited postgraduate training program in Internal Medicine or Family Medicine which included training in provider performed microscopy (PPM) or completion of a hands-on training in PPM under the supervision of a qualified physician preceptor. Documented experience of 5 PPMs. *This privilege will require completion of electronic learning and direct observation within 3 months of start date and 6 months after first training.*

Criteria for Renewal – Demonstrated experience of 3 PPMs in the past 48 months. Completion of electronic learning and direct observation annually.

Non-Core Privilege: Acupuncture

Requested

Criteria for Initial Request and Renewal

200 Hours CME or 10 years of experience and 10 cases in last 24 months.

Non-core privileges: HIV/AIDS care

Requested

Requirement: requirements of AB 2168 (see attached) must be met.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

CARE

QUALIFICATIONS FOR FAMILY MEDICINE PEDIATRICS

Initial applicants: To be eligible to apply for privileges in Family Medicine Pediatrics, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in Family Medicine

AND

2. ***Required current experience:*** Demonstrated current competence and evidence of the provision of care, reflective of the scope of privileges requested, to at least 300 pediatric visits in the past 48 months, or completion of training in the past 24 months.

Renewal of privileges: To be eligible to renew privileges in family medicine, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Continuous Certification is required

AND

2. Demonstrated current competence and evidence of the provision of care to at least 300 pediatric visits in the past 48 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Family Medicine Pediatrics

Requested

Evaluate, diagnose, and treat pediatric patients who have common illnesses, injuries, or disorders from birth to Age 14 years old. This includes routine uncomplicated newborn care in the hospital (i.e. L&D, nursery, postpartum, etc.), assessment of physical, emotional and social health, treating acute and chronic disease, and determining the disposition of patients with emergent conditions. The core privileges include the procedures listed below and such other procedures that are extensions of the same techniques as determined by the Family and Adult Medicine Department Chair.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request, and then initial and date.

Family Medicine Pediatrics

- Performance of history and physical exam
- Routine care of well newborns in the hospital (i.e. L&D, nursery, postpartum, etc.) with consultation
- Bladder catheterization
- Incision and drainage of abscesses
- Management of burns, superficial and partial thickness
- Peripheral nerve blocks
- Local anesthetic techniques
- Performance of simple skin biopsy or excision
- Subcutaneous, intradermal, and intramuscular injections
- Wound care and suture of uncomplicated lacerations
- Management of uncomplicated, minor, closed fractures and uncomplicated dislocations
- Removal of non-penetrating foreign bodies from the eye, nose and ear
- Cryotherapy
- Toenail trephination and removal
- Placement of anterior nasal hemostatic packing

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria Below)

Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant or re-applicant.

Non-Core Privileges

Routine Care of Newborn with Complications in the Level 2 Nursery* – Including but not limited to the admission and care of the late preterm infant 34 – 36 weeks gestation without significant complications, low birthweight, transient hypoglycemia, sepsis risk factors, mild respiratory issues with need for no or minimal respiratory support, in utero drug exposure not requiring medical management, mild to moderate hyperbilirubinemia, and congenital issues without significant clinical impact. This includes attendance at deliveries with mild to moderate risk factors if NRP certification is maintained every 2 years.

Routine care of well newborns does not require this privilege.

*This privilege will be approved with the agreement of the Chair of Pediatrics _____.

Requested

Initial and Renewal Criteria:

1. Must meet the Family Medicine Pediatrics criteria
- AND**
2. Documentation of this level of care to 10 patients in the past 24 months.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

FAMILY MEDICINE INPATIENT OBSTETRICS

QUALIFICATIONS FOR FAMILY MEDICINE INPATIENT OBSTETRICS

Initial applicants: To be eligible to apply for privileges in Family Medicine Inpatient Obstetrics, the applicant must meet the following criteria:

1. Documented successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in Family Medicine
AND
2. Documentation of at least two months of obstetrical rotation during family medicine residency, with 40 patients delivered
AND
3. ***Required current experience:*** Documented current competence and evidence of the performance of at least 8 deliveries in the past 24 months, or completion of training in the past 24 months.

Renewal of privileges: To be eligible to renew privileges in Family Medicine Inpatient Obstetrics, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Continuous Certification is required
AND
2. Documented current competence and evidence of the performance of at least 8 deliveries in the past 24 months based on ongoing professional practice evaluation and outcomes.

Core privileges: Family Medicine Inpatient Obstetrics

Requested

Admit, evaluate, and manage female patients with normal term pregnancy, with an expectation of noncomplicated vaginal delivery, management of labor and delivery, and procedures related to normal delivery, including medical diseases that are complicating factors in pregnancy (with consultation). The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request, and then initial and date.

Family Medicine Obstetrics

- Amniotomy
- Augmentation of labor
- External and internal fetal heart rate monitoring
- Induction of labor and Pitocin® management with consultation
- Initial management of postpartum hemorrhage
- Management of postpartum care
- Management of uncomplicated labor
- Manual removal of placenta, postdelivery with consultation
- Normal spontaneous vaginal delivery of a term vertex presentation
- Performance of history and physical exam
- Episiotomy
- Repair of episiotomy, including lacerations/extensions - more extensive with consultation
- Repair of 1st and 2nd degree vaginal laceration
- Repair of other lacerations including cervical, 3rd and 4th degree with consultation
- Vacuum-assisted delivery with consultation
- Surgical assisting at C-section
- Assist with multifetal deliveries and fetal versions

QUALIFICATIONS FOR FAMILY MEDICINE - PRENATAL CARE

Initial applicants: To be eligible to apply for privileges in Family Medicine Prenatal Care, the applicant must meet the following criteria:

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in Family Medicine

AND

2. Documentation of prenatal care training during family medicine residency, with 200 prenatal care visits.

AND

3. ***Required current experience:*** Documented current competence and evidence of 200 prenatal care visits within the past 4 years or completion of training in the past 24 months.

Renewal of privileges: To be eligible to renew privileges in family medicine, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Continuous Certification is required

AND

2. Completion of 8 Units AAFP/AMA/ACOG approved CME in prenatal care within the last 2 years, **OR** attendance at one DFAM prenatal care update

Core Privileges: Family Medicine Prenatal Care

Requested

Evaluate, diagnose, and treat low risk adolescent and adult female patients who are pregnant, intending to become pregnant or post pregnancy. Assess, stabilize, determine the disposition, and participate in the care of pregnant patients in the ambulatory setting.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request, and then initial and date.

Family Medicine Prenatal Care

- Performance of history and physical exam

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Appropriate screening examination including Pap Smear
- Microscopic diagnosis of urine and vaginal smears
- Standard prenatal care; This includes patients with the following medical conditions: BMI less than 60, Chronic Hypertension with Blood Pressure less than 150/100 without medication, Gestational Diabetes controlled with Diet or oral medication, Advanced maternal age, History of pre-eclampsia at over 37 weeks, History of C-section, Substance abuse with or without Medication Assisted Treatment, Cholestasis of pregnancy, size versus dates discrepancy with Estimated Fetal Weight greater than 10%, Urinary Tract Infection, Anemia with Hemoglobin over 8, and vaginitis.
- Advanced Prenatal Care **with Consultation Only** for management of patients with more severe pregnancy complications and chronic medical problems such as: Chronic Hypertension on medications, Gestational Diabetes on insulin, pregestational diabetes, History of 3 or more spontaneous abortions at less than 13 weeks, pregnancy loss over 13 weeks, history of intrauterine fetal demise, history of cervical incompetence, History of preterm delivery less than 37 weeks, di/di twins, BMI over 60, Syphilis, Chronic Hepatitis B, History of Preeclampsia in 2 pregnancies or prior to 37 weeks, History of hypothyroid, shortened cervix (<2.5cm), IUGR, persistent placenta previa, anemia with hemoglobin less than 8 and fibroid or other uterine anomalies.

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core. Each individual requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant or reapplicant.

Non-Core Privileges

Basic First and Second Trimester Ultrasound for dating, location, and viability of pregnancy.

Requested

Initial Criteria: Training in Residency or an Ultrasound course and 20 cases.

Renewal Criteria: 8 Cases in the past 2 years.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Manual Uterine Aspiration

Requested

Initial Criteria: Training during or following Residency and 50 cases.

Renewal Criteria: 6 Cases in the past 2 years.

Third trimester OB ultrasound for placental location, viability, presentation, amniotic fluid assessment

Requested

Initial Criteria: Training in Residency or an Ultrasound course and 20 cases.

Renewal Criteria: 8 Cases in the past 2 years.

Advanced Prenatal Care: For management of patients with more severe pregnancy complications and chronic medical problems such as: Chronic Hypertension on medications, Gestational Diabetes on insulin, pregestational diabetes, History of 3 or more spontaneous abortions at less than 13 weeks, pregnancy loss over 13 weeks, history of intrauterine fetal demise, history of cervical incompetence, History of preterm delivery less than 37 weeks, di/di twins, BMI over 60, Syphilis, Chronic Hepatitis B, History of Preeclampsia in 2 pregnancies or prior to 37 weeks, History of hypothyroid, shortened cervix (<2.5cm), IUGR, persistent placenta previa, anemia with hemoglobin less than 8 and fibroid or other uterine anomalies. This privilege includes Antepartum Fetal Heart Rate Monitoring.

Requested

Initial Criteria: Completion of OB Fellowship or OB Department approved experience equivalent to OB Fellowship and at least 300 perinatal visits in the past 24 months.

Renewal Criteria: 300 visits in the past 2 years.

FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE) FOR INITIAL APPLICANTS

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider's scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

must be representative of the provider’s scope of practice.

3. FPPE/Proctoring is also required for at least one (1) procedure/case of Paracentesis, IUD Insertion, and Endometrial Biopsy, AND two (2) Vaginal Deliveries.
4. If the provider does in and outpatient work, he/she needs to be proctored in both.
5. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
6. Completed FPPE forms must be submitted to the Credentialing Office.
7. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
8. **For low volume providers: please see separate FPPE/proctoring guidelines.**
9. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center, and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

DEPARTMENT / DIVISION CHAIR’S RECOMMENDATION

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

DFAM Division Chair Signature: _____

Date: _____

DFAM Chair Signature: _____

Date: _____

Additional

Department Chair Signature: _____

Date: _____

(Peds, OB/Gyn, etc. if appropriate)

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date: <u>6/2022</u>
Temporary Privileges	Date: _____
Medical Executive Committee Approval	Date: _____
Board of Supervisors Approval	Date: _____



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: July 12, 2022

Subject: APPOINTMENT TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

APPOINT Ronald Kan, Alamo resident, to the Youth Representative seat of the Alamo Municipal Advisory Council for a term with an expiration date of December 31, 2024, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Jill Ray, 925-957-8860

cc: District 2 Supervisor, Maddy Book, Alamo MAC, Appointee

BACKGROUND: (CONT'D)

also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

Supervisor Andersen advertised the seat, received one application, met with Mr. Kan and is feels he will be a positive addition to the Alamo MAC.

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: July 12, 2022

Subject: Vacancies on the North Richmond Waste and Recovery Mitigation Fee Committee

RECOMMENDATION(S):

1. DECLARE a vacancy in the North Richmond Municipal Advisory Council Representative 1 Seat, previously held by Dr. Henry Clark, on the North Richmond Waste and Recovery Mitigation Fee Committee.
2. ACCEPT the resignation of Karen Garcia from the North Richmond Waste and Recovery Mitigation Fee Committee, and DECLARE a vacancy in the North Richmond Municipal Advisory Council Representative Alternate Seat.
3. DIRECT the Clerk of the Board to post the vacancies.

FISCAL IMPACT:

No Impact to the County General Fund.

BACKGROUND:

1. Dr. Henry Clark passed away on June 2, 2022, as a result, his seat as the unincorporated North Richmond Municipal Advisory Council representative (North Richmond MAC Representative 1) on the North Richmond Waste and Recovery Mitigation Fee Committee is effectively and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Tania Pulido, 510-942-2225

cc:

BACKGROUND: (CONT'D)

immediately vacant.

2. Karen Garcia has resigned from the Unincorporated Seat 4 on the North Richmond Municipal Advisory Council. As a result, the North Richmond Municipal Advisory Council (MAC) representative alternate seat on the North Richmond Waste and Recovery Mitigation Fee Committee has remained vacant since that time.

CONSEQUENCE OF NEGATIVE ACTION:

If the vacancies are not declared, the seats on the North Richmond Waste and Recovery Mitigation Fee Committee will remain vacant and unable to be filled.

AGENDA ATTACHMENTS

MINUTES ATTACHMENTS

Vacancy Notice

**Contra
Costa
County**



NOTICE

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 9455

Board, Commission, or Committee

North Richmond Waste and Recovery
Mitigation Fee Committee
*Seat: North Richmond Municipal
Advisory Council Rep. Alternate*

Appointments will be made after

July 26, 2022

I, Monica Nino, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on July 12, 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.

Attested: July 12, 2022

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

By: Lauren Hue
Deputy Clerk

cc: Hard Copy to Clerk of the Board Lobby
Hard Copy to Minutes File
Soft Copy .DOCX to M:\5-Notices and Postings
Soft Copy .PDF to S:\Minutes Attachments\Minutes 2020
Soft Copy .PDF to M:\1- Committee Files and Applications

**Contra
Costa
County**



NOTICE

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 9455

Board, Commission, or Committee
North Richmond Waste and Recovery
Mitigation Fee Committee
*Seat: North Richmond Municipal
Advisory Council Representative 1*

Appointments will be made after

July 26, 2022

I, Monica Nino, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on July 12, 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.

Attested: July 12, 2022

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

By: Lauren Hull
Deputy Clerk

- cc: Hard Copy to Clerk of the Board Lobby
- Hard Copy to Minutes File
- Soft Copy .DOCX to M:\5-Notices and Postings
- Soft Copy .PDF to S:\Minutes Attachments\Minutes 2020
- Soft Copy .PDF to M:\1- Committee Files and Applications



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: July 12, 2022

Subject: Decrease the Hours of One Family Nurse Practitioner Position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25995 to decrease the hours of one (1) Family Nurse Practitioner (VWSB) position #15678 at salary plan and grade L35-1873 (\$11,947 - \$14,921) from 36/40 to 32/40, in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost savings of approximately \$27,229, with \$6,943 in pension costs already included. The cost savings will be to the Hospital Enterprise Fund I.

BACKGROUND:

Incumbents in this classification have the ability to request that their position hours be increased or decreased, as outlined in the Memorandum of Understanding between the County and California Nurses Association. The incumbent has requested to reduce their hours from 36/40 to 32/40, effective 8/15/22. The Medical Staffing Office has determined that the reduction of hours as requested by the incumbent will have no significant impact on meeting service needs.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not be able to fulfill the request of the incumbent.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Gina Soleimanieh, 925-370-5182

AGENDA
ATTACHMENTS
P300-25995
MINUTES
ATTACHMENTS
Signed P300 25995

POSITION ADJUSTMENT REQUEST

NO. 25995
DATE 6/21/2022

Department Health Services
Department No./ Budget Unit No. 0540 Org No. 6414 Agency No. A18
Action Requested: Decrease the hours of one (1) Family Nurse Practitioner position #15678 from 36/40 to 32/40 in the Health Services Department. (Represented)

Proposed Effective Date: 8/15/2022

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$27,229.44) Net County Cost \$0.00
Total this FY (\$27,229.44) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Hospital EF I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/30/2022

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

7/6/2022

[] Approve Recommendation of Director of Human Resources

[] Disapprove Recommendation of Director of Human Resources

[x] Other: Appeal recommendation of Department

Timothy Ewell

(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:

POSITION ADJUSTMENT REQUEST

NO. 25995
DATE 6/21/2022

Department Health Services Department No./ Budget Unit No. 0540 Org No. 6414 Agency No. A18
Action Requested: Decrease the hours of one (1) Family Nurse Practitioner position #15678 from 36/40 to 32/40 in the Health Services Department. (Represented)

Proposed Effective Date: 8/15/2022

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$27,229.44) Net County Cost \$0.00

Total this FY (\$27,229.44) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Hospital EF I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/30/2022

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)08-15-2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: Approve recommendations of Department

Timothy Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ~~DISAPPROVED~~

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

DATE July 12 2022

BY Monica Nino

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: Ann Elliott, Human Resources Director
Date: July 12, 2022

Subject: Establish the classification of Health Services Personnel Manager - Exempt

RECOMMENDATION(S):

ADOPT Position Resolution No. 25983 to establish the new classification of Health Services Personnel Manager-Exempt (APD5) (unrepresented) and add one position at salary plan and grade B85 1015 (\$11,465 - \$13,936), and appoint employee #46535 at Step 5 in this position effective August 25, 2022, and cancel one Assistant Director of Health Services position (# 00007269) in the Health Services Department.

FISCAL IMPACT:

See department

BACKGROUND:

In December 2021, the incumbent in the Assistant Director of Health Services - Exempt position that was allocated to oversee the Personnel and Payroll Division in Health Services retired. Upon further review of the position as it compares to the County as a whole, it was determined that it was not the appropriate classification to oversee this division due to countywide salary equity concerns. The establishment of the Health Services Personnel and Payroll Manager - Exempt will ensure that we have a classification that is equitably positioned in the broader County structure and will allow the County to hire employees with the appropriate qualifications since it is not a broad classification that could cover an array of functions.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Gladys Scott Reid (925) 655-2122

cc: Sylvia Wong Tam

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, we will have an inequitable salary structure and will have a challenge backfilling the position with the classification previously used.

AGENDA ATTACHMENTS

AIR 50168 P300 25983 Establish HS Personnel Manager Ex

MINUTES ATTACHMENTS

Signed P300 25983

POSITION ADJUSTMENT REQUEST

NO. 25983
DATE 6/27/2022

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6547 Agency No. 18

Action Requested: ADOPT Position Resolution No. 25983 to establish the new classification of Health Services Personnel Manager-Exempt (unrepresented) at salary plan and grade XXX XX (\$11,465 - \$13,936), appoint employee #46535 at Step 5, and cancel one Assistant Director of Health Services position (# 00007269) in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$63,306.57) Net County Cost _____
Total this FY (\$62,089.14) N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings- Hospital Enterprise Fund I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/29/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 6/29/2022

Establish the new classification of Health Services Personnel Manager-Exempt (APD5) (unrepresented) and add one position at salary plan and grade B85 1015 (\$11,465 - \$13,936), and appoint employee #46535 at Step 5 in this position effective August 25, 2022, and cancel one Assistant Director of Health Services position (# 00007269) 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

7/6/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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. 25983
DATE 6/27/2022

Department Health Services
Department No./ Budget Unit No. 0540 Org No. 6547 Agency No. 18

Action Requested: ADOPT Position Resolution No. 25983 to establish the new classification of Health Services Personnel Manager-Exempt (unrepresented) at salary plan and grade XXX XX (\$11,465 - \$13,936), appoint employee #46535 at Step 5, and cancel one Assistant Director of Health Services position (# 00007269) in the Health Services Department.

Proposed Effective Date: _____

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$63,306.57) Net County Cost _____
Total this FY (\$62,089.14) N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings- Hospital Enterprise Fund I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for 6/29/2022

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 6/29/2022

Establish the new classification of Health Services Personnel Manager-Exempt (APD5) (unrepresented) and add one position at salary plan and grade B85 1015 (\$11,465 - \$13,936), and appoint employee #46535 at Step 5 in this position effective August 25, 2022, and cancel one Assistant Director of Health Services position (# 00007269) in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [X] Day following Board Action.
[] (Date)

Alycia Leach 7/6/2022

(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE _____

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other: _____

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [X] DISAPPROVED [X] XXXX

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

DATE July 12 2022

BY [Signature]

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: July 12, 2022

Subject: Cancel One Health Services Information Technology Project Manager and Add One Information Systems Project Manager in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25984 to cancel one (1) vacant Health Services Information Technology Project Manager (LBGF) position #14277 at salary plan and grade ZA5-1884 (\$8,751 - \$11,728) and add one (1) full-time Information Systems Project Manager (LPNA) position at salary plan and grade ZA5-1884 (\$8,751 - \$11,728) in the Information Technology division of the Health Services Department. (Represented)

FISCAL IMPACT:

This action is cost neutral. (100% Hospital Enterprise Fund I)

BACKGROUND:

The Health Services Information Technology division currently has a vacant Health Services Information Technology Project Manager position which has been determined to convert into an Information Systems Project Manager position. Due to the nature of the assignment, a background in a Health Services setting is not required to perform this specific project management role. By converting the position into an Information Systems Project Manager, the department will be able to consider a wider range of candidates with varied background experience, to ensure that we attract/recruit the most qualified candidates.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Health Services IT division will be limited to a much smaller candidate pool, which may cause significant delays in filling the position.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Lisa Santini, 925-335-8786

cc: Jo-Anne Linares, Kathi Caudel, Lisa Santini, Viviana Garcia

AGENDA

ATTACHMENTS

P300-25984

MINUTES

ATTACHMENTS

Signed P300 25984

POSITION ADJUSTMENT REQUEST

NO. 25984
DATE 6/7/2022

Department No./
Budget Unit No. 0540 Org No. 6555 Agency No. A18

Department Health Services
Action Requested: Cancel one vacant Health Services Information Technology Project Manager position #14277 and add one full-time Information Systems Project Manager position in the Health Services Department. (Represented)

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost neutral due to cancellation of position 14277

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/29/2022

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

Exempt from Human Resources review under delegated authority

DATE _____

Amend Resolution 7/1/17 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:

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources

Other: Approve recommendation of Department

(for) County Administrator

DATE 7/6/2022

Timothy Ewell

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:

POSITION ADJUSTMENT REQUEST

NO. 25984
DATE 6/7/2022

Department Health Services

Department No./
Budget Unit No. 0540 Org No. 6555 Agency No. A18

Action Requested: Cancel one vacant Health Services Information Technology Project Manager position #14277 and add one full-time Information Systems Project Manager position in the Health Services Department. (Represented)

Proposed Effective Date: _____

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost neutral due to cancellation of position 14277

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/29/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources review under delegated authority

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 7/6/2022

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve recommendation of Department

Timothy Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ~~DISAPPROVED~~ XXXX

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

DATE 07-12-2022

BY *[Signature]*

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: July 12, 2022

Subject: Add Seven (7) and Cancel Nine (9) Positions in Varied Classifications in the Detention Health Services Division of the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25979 to add seven (7) and cancel nine (9) positions in varied classifications (all represented) in the Detention Health Services Division (Dept 0301/Org 5700) of the Health Services Department:

ADD:

- One (1) PFT Administrative Services Assistant II (APVA) at salary plan and grade ZB5-1475 (\$5,837 - \$7095)
- One (1) PFT Certified Medical Assistant (VTWC) at salary plan and grade TA5-1088 (\$3,979 - \$4,837)
- One (1) PPT (20/40) Certified Medical Assistant (VTWC) at salary plan and grade TA5-1088 (\$3,979 - \$4,837)
- One (1) PFT Charge Nurse (VWTF) at salary plan and grade L35-1883 (\$12,066 - \$15,069)
- One (1) PFT Laboratory Technician II (VJVA) at salary plan and grade TC5-1095 (\$4,007 - \$4,870)
- One (1) PFT Physical Therapist II (V5VF) at salary plan and grade TC5-1746 (\$7,634 - \$9,279)
- One (1) PFT Secretary – Advanced Level (J3TG) at salary plan and grade 3R2-1163 (\$4,416 - \$5,652)

CANCEL:

- One (1) PFT Certified Nursing Assistant (vacant position # 18416) (VTWA) at salary plan and grade TA5-0906 (\$3,323 - \$4,039)
- One (1) PPT (32/40) Certified Nursing Assistant (vacant position # 18037) (VTWA) at salary plan and grade TA5-0906 (\$3,323 - \$4,039)
- One (1) PFT Clerk – Senior Level (vacant position # 18095) (JWXC) at salary plan and grade 3RX-1033 (\$3,759 - \$4,800)
- One (1) PPT (20/40) Clerk – Senior Level (vacant position # 18439) (JWXC) at salary plan and grade 3RX-1033 (\$3,759 - \$4,800)
- One (1) PPT (32/40) Licensed Vocational Nurse (vacant position # 18424) (VT7G) at salary plan and grade TAX-1287 (\$4,833 - \$6,172)
- One (1) PFT Occupational Therapist II (vacant position # 18434) (V5VH) at salary plan and grade TC5-1746 (\$7,634 - \$9,279)
- One (1) PPT (24/40) Program/Projects Coordinator (vacant position # 18449) (APHA) at salary plan and grade ZA2-1771 (\$8,062 - \$9,822)
- One (1) PFT Registered Health Information Technologist (vacant position # 7265) (VITA) at salary plan and grade K65-1337 (\$5,092 - \$6,189)
- One (1) PPT (24/40) Registered Nurse (vacant position # 9926) (VWXG)

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Lauren Jimenez, (925) 957-5262

cc: Lauren Jimenez, Kathi Caudel, Cheryl Shipley, Lavonna Martin, Jacqueline Kidd, Alicia Pormento, Jo-Anne Linares

RECOMMENDATION(S): (CONT'D)

at salary plan and grade L32-1880 (\$10,398 - \$12,986)

FISCAL IMPACT:

Upon approval, this action will result in an overall annual cost savings of \$40,738 with \$1,268 pensions included. (100% County General Funds)

BACKGROUND:

The Detention Health Services Division expanded its program services for detainees/clients in all Contra Costa County detention facilities due to the results of Contra Costa County's Medical Remedial Plan and Prison Law Office (PLO) recommendations. The M Module in the Martinez Detention Facility (MDF) was remodeled and now has improved physical space so there can be additional examination rooms to address and provide health and mental health services to the detainees/clients.

With this improved space, the Detention Health Services Division can hire appropriate staffing so that the detainees/clients will receive the required treatment while being incarcerated and ensure that they have supportive services upon re-entry to the community, which will help their lives substantially improve.

Here are the staffing needs below:

1. One (1) PFT Administrative Services Assistant II (APVA) and One (1) PFT Secretary – Advanced Level (J3TG) are requested as the division recognizes the need for the creation of a Detention Administrative Infrastructure in support of this expansion, which is currently non-existent. Administrative and office task responsibilities will be addressed efficiently and will run more smoothly.
2. One (1) PFT and one (1) PPT (20/40) Certified Medical Assistant (VTWC) are requested to allow the division to schedule more patients for routine care and reduce wait times. With increasing services, it is necessary that medical providers receive assistance from a certified medical professional. These positions will have the ability to assist the providers with examinations while using routine medical equipment and computers to record medical interactions, which will also allow them the opportunity to monitor and report any equipment issues. These positions will also allow licensed staff to focus on detainees/clients who have more complex health issues.
3. One (1) PFT Charge Nurse (VWTF) is requested as there has been a significant increase in the number of detainees/clients who need 24-hour/7-day medical attention throughout their length of incarceration. This position will provide full weekend supervision when directing the nursing staff on required tasks, remain compliant with Federal and State correctional nursing mandates, and implement policies and procedures from the National Commission on Correctional Health Care. The division anticipates this increased skill set will be of benefit to both the Providers and Nurses as it enables greater focus and responsibility toward the clinical and mental health needs of detainees/clients.
4. One (1) PFT Laboratory Technician II (VJVA) is requested to have a certified medical professional receive and enter specimens of blood and urine into the Laboratory Information System (LIS), centrifugation, and distribution/sending to reference. This position will also reduce the wait for results and responses while increasing the efficiency of patient responses from the Physician, provide training and work direction to other staff, and use standard safety procedures including Standard Precautions around specimen collection and blood draw.
5. One (1) PFT Physical Therapist II (V5VF) is requested to provide the Detention Health Services medical team the ability to offer a full continuum of Neuromuscular care, applying the principles, methods, and procedures of physical therapy. This position will be able to explain and assist in training others to perform advanced, specialized therapy procedures and treatment, collaborate with other care providers, prepare reports of treatment plans, perform discharge planning, and evaluate treatment services.

Approval of these requested positions will provide the Detention Health Services Division with appropriate staffing levels to keep up with the increased demand for services.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, Detention Health Services will lack the operational structure it needs to provide efficient medical care to detainees/patients in the detention facilities.

AGENDA ATTACHMENTS

Attachment A - Add and Cancel Positions in Detention Health Services

P300-25979

MINUTES ATTACHMENTS

Signed P300 25979

Classification Title	Job Code	Position Hours
ADD:		
Administrative Services Assistant II	APVA	One 40/40
Certified Medical Assistant	VTWC	One 40/40
Certified Medical Assistant	VTWC	One 20/40
Charge Nurse	VWTF	One 40/40
Laboratory Technician II	VJVA	One 40/40
Physical Therapist II	V5VF	One 40/40
Secretary – Advanced Level	J3TG	One 40/40

CANCEL:		
Certified Nursing Assistant (Vacant position # 18416)	VTWA	One 40/40
Certified Nursing Assistant (Vacant position # 18037)	VTWA	One 32/40
Clerk – Senior Level (Vacant position # 18095)	JWXC	One 40/40
Clerk – Senior Level (Vacant position # 18439)	JWXC	One 20/40
Licensed Vocational Nurse (Vacant position # 18424)	VT7G	One 32/40
Occupational Therapist II (Vacant position # 18434)	V5VH	One 40/40
Program/Projects Coordinator (Vacant position # 18849)	APHA	One 24/40
Registered Health Information Technologist (Vacant position # 7265)	VITA	One 40/40
Registered Nurse (Vacant position # 9926)	VWXG	One 24/40

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Total Positions	Salary Plan and Grade	Annual Top Step
1	salary plan and grade ZB5-1475 (\$5,837 - \$7095)	\$85,141.84
1	salary plan and grade TA5-1088 (\$3,979 - \$4,837)	\$58,040.27
1	salary plan and grade TA5-1088 (\$3,979 - \$4,837)	\$58,040.27
1	salary plan and grade L35-1883 (\$12,066 - \$15,069)	\$180,828.40
1	salary plan and grade TC5-1095 (\$4,007 - \$4,870)	\$58,443.92
1	salary plan and grade TC5-1746 (\$7,634 - \$9,279)	\$111,346.30
1	salary plan and grade 3R2-1163 (\$4,416 - \$5,652)	<u>\$67,827.16</u>

1	salary plan and grade TA5-0906 (\$3,323 - \$4,039)	\$48,469.37
1	salary plan and grade TA5-0906 (\$3,323 - \$4,039)	\$48,469.37
1	salary plan and grade 3RX-1033 (\$3,759 - \$4,800)	\$57,597.16
1	salary plan and grade 3RX-1033 (\$3,759 - \$4,800)	\$57,597.16
1	salary plan and grade TAX-1287 (\$4,833 - \$6,172)	\$74,066.80
1	salary plan and grade TC5-1746 (\$7,634 - \$9,279)	\$111,346.30
1	salary plan and grade ZA2-1771 (\$8,062 - \$9,822)	\$117,869.65
1	salary plan and grade K65-1337 (\$5,092 - \$6,189)	\$74,267.98
1	salary plan and grade L32-1880 (\$10,398 - \$12,986)	<u>\$155,829.43</u>

16		
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POSITION ADJUSTMENT REQUEST

NO. 25979
DATE 6/8/2022

Department Health Services

Department No./
Budget Unit No. 0301 Org No. 5700 Agency No. 18

Action Requested: Add seven (7) and cancel nine (9) positions in varied classifications (all represented) in the Detention Health Services Division of the Health Services Department (see "Attachment A" for a list of all requested positions).

Proposed Effective Date: 7/1/2022

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 savings (\$40,737.67) Net County Cost \$0.00

Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% County General Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

6/16/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve Recommendation of Department

Timothy Ewell

(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. xxxxx

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.37

NO. 25979
DATE 6/8/2022

Department Health Services

Department No./
Budget Unit No. 0301 Org No. 5700 Agency No. 18

Action Requested: Add seven (7) and cancel nine (9) positions in varied classifications (all represented) in the Detention Health Services Division of the Health Services Department (see "Attachment A" for a list of all requested positions).

Proposed Effective Date: 7/1/2022

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 savings (\$40,737.67) Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% County General Funds

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Kaitlyn Jeffus for

6/16/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [] Day following Board Action.

[X] 7-1-22 (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[X] Other: Approve Recommendation of Department

Timothy Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [X] DISAPPROVED []

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

BY

DATE July 12 2022

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: July 12, 2022

Subject: Add One (1) Registered Nurse, One (1) Clerical Supervisor, & Three (3) Clerk–Experienced Level Positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25986 to add one (1) permanent full-time Registered Nurse (VWXG) position at salary plan and grade L32-1880 (\$10,398 - \$12,986) (Department 0860, Cost Center: 6125), add one (1) permanent full-time Clerical Supervisor (JWHF) position at salary plan and grade K6X-1290 (\$4,848 - \$6,191) (Department 0860, Cost Center: 6109), and three (3) permanent full-time Clerk – Experienced Level (JWXB) positions at salary plan and grade 3RH-0750 (\$3,401 - \$4,220) (Department 0860, Cost Centers: 6125, 6121, and 6115) in Contra Costa Health Plan (CCHP) within the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an overall annual cost increase of \$666,830 with \$258,597 pensions included. (100% Member Premium Payments)

BACKGROUND:

Contra Costa Health Plan's (CCHP) Facility Site Reviews (FSR) were paused during the COVID-19 Pandemic and now the California Department of Health Care Services (DHCS) requires health plans to perform and execute all past due and renewals of Facility Site Reviews (FSR). A Facility Site Review (FSR) is when all primary care physician sites who participate in the Medi-Cal Managed Care Program and the Medicare-Medicaid Plans are required to complete an initial review, subsequent periodic full scope reviews, and complete corrective action plans (CAPs) within California Department of Health Care Services (DHCS)-specified timelines for cited deficiencies. Facility Site Reviews (FSR) are conducted to ensure that all contracted primary care physician sites have sufficient capacity to provide appropriate primary healthcare services and can maintain patient safety standards and practices. The review confirms the primary care physician site operates in compliance with all applicable local, state, and federal laws and regulations.

In order to execute this requirement in a timely manner, an additional Registered Nurse is being requested to work in the Provider Relations Unit to perform the required tasks to remain compliant with State and Federal mandates. The Registered Nurse will also be responsible for submitting the data obtained from the Facility Site Reviews (FSR) and submit to the Department of Health Care Services (DHCS) on a quarterly

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Lauren Jimenez, (925) 957-5262

BACKGROUND: (CONT'D)

basis through their web portal. There has been an exponential growth in memberships (approximately 40,000 new members) and new providers in the health plan network which will increase the number of required site reviews.

The division is also requesting to add one Clerical Supervisor to their Utilization and Review/Authorizations Unit to supervise new programs in order to meet regulatory requirements. The new programs are as follows: Justice Re-entry program, Long Term Care, Population Health, and the division's expanded business model as a Dual Special Needs Plan for members who qualify.

Last, the division is requesting to add three Clerk – Experienced Level positions to work in Provider Relations, Member Services, and Behavioral Health units where the positions will process high volumes of credential applications and contract documents, and also provide administrative support to meet strict regulatory requirements.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, Contra Costa Health Plan will lack the operational structure it needs to remain compliant with State and Federal mandates.

AGENDA ATTACHMENTS

P300-25986

MINUTES ATTACHMENTS

Signed P300 25986

POSITION ADJUSTMENT REQUEST

NO. 25986
DATE 6/8/2022

Department Health Services
Agency No. 18

Department No. /
Budget Unit No. 0860 Org No. 6125, 6109, 6121, 6115

Action Requested: Add one (1) PFT Registered Nurse (VWXG) position (org # 6125), add one (1) PFT Clerical Supervisor (JWHF) position (org # 6109), and three (3) PFT Clerk – Experienced Level (JWXB) positions (org # 6125, 6121, 6115) in Contra Costa Health Plan (CCHP) within the Health Services Department. (All represented)

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time): _____

Total annual cost increase \$666,830 Net County Cost _____
Total this FY \$666,830 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for 6/30/2022

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 7117 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:

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve recommendation of Department

(for) County Administrator

DATE 7/6/2022

Timothy Ewell

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:

POSITION ADJUSTMENT REQUEST

C.38

NO. 25986
DATE 6/8/2022

Department Health Services
Agency No. 18

Department No./
Budget Unit No. 0860 Org No. 6125, 6109, 6121, 6115

Action Requested: Add one (1) PFT Registered Nurse (VWXG) position (org # 6125), add one (1) PFT Clerical Supervisor (JWHF) position (org # 6109), and three (3) PFT Clerk - Experienced Level (JWXB) positions (org # 6125, 6121, 6115) in Contra Costa Health Plan (CCHP) within the Health Services Department. (All represented)

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost increase \$666,830 Net County Cost _____
Total this FY \$666,830 N.C.C. this FY _____

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% HMO Enterprise Funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Laurén Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/30/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [] Day following Board Action.

[X] 7-1-22 (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[X] Other: Appeal recommendation of Department

Timothy Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [X] DISAPPROVED [X]

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

DATE 07-12-2022

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: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Reassign Principal Building Inspector vacant position from Dept #0591 to Dept #0280

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25996 to reassign one (1) Principal Building Inspector (FAHE) (represented) vacant position #10218 at salary plan and grade ZA5 1751 (\$7,671.63 - \$9,324.91) from the Economic Development/Sustainability Department #0591 to Department 0280, Suborg #2661 (Construction) in the Department of Conservation and Development.

FISCAL IMPACT:

There is no cost associated with this request.

BACKGROUND:

The Department of Conservation and Development is requesting to reassign (1) vacant Principal Building Inspector (FAHE) (represented) vacant position #10218 from the Economic Development/Sustainability Department #0591 to the Department of Conservation and Development's Construction Division (org #2661). The program used to perform the building inspections, but this function was transferred to a third party, eliminating the need of this position in the #0591 department. This reassignment allows the position to be utilized for other needs of the Department of Conservation and Development.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the cost associated with Principal Building Inspector position will be accounted as a unallowable program cost and the correction will require additional accounting work to ensure the proper funding source is utilized.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Elizabeth Chebotarev,
925-655-3015

By: June McHuen, Deputy

cc: Elizabeth Chebotarev, Sylvia WongTam

AGENDA ATTACHMENTS

P300 25996 Reassign Princ from 0591 to 0280-2661dg Insp
from

MINUTES ATTACHMENTS

Signed P300 25996

POSITION ADJUSTMENT REQUEST

NO. 25996
DATE 6/13/2022

Department Conservation and Development Department No./
Budget Unit No. 0280 Org No. 2661 Agency No. 38

Action Requested: Reassign one (1) vacant Principle Building Inspector (FAHE) (represented) position #10218 from the Economic Dev/Sustainability Department #0591 to Conservation and Development department, Construction Division (org 2661).

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

/s/ John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

7/5/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/6/2022

Reassign one (1) Principal Building Inspector (FAHE) (represented) vacant position #10218 at salary plan and grade ZA5 1751 (\$7,671.63 - \$9,324.91) from the Economic Development/Sustainability Department #0591 to Department 0280, Suborg #2661 (Construction) in the Department of Conservation & Development.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.

_____(Date)

Carol Berger

7/6/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

Other: _____

/s/ Julie Enea

(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 6/13/2022

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. 25996
DATE 6/13/2022

Department Conservation and Development
Department No./ Budget Unit No. 0280 Org No. 2661 Agency No. 38

Action Requested: Reassign one (1) vacant Principle Building Inspector (FAHE) (represented) position #10218 from the Economic Dev/Sustainability Department #0591 to Conservation and Development department, Construction Division (org 2661).

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

/s/ John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

7/5/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/6/2022

Reassign one (1) Principal Building Inspector (FAHE) (represented) vacant position #10218 at salary plan and grade ZA5 1751 (\$7,671.63 - \$9,324.91) from the Economic Development/Sustainability Department #0591 to Department 0280, Suborg #2661 (Construction) in the Department of Conservation & Development.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [X] Day following Board Action.

[] (Date)

Carol Berger

7/6/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

- [X] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:

/s/ Julie Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [X] DISAPPROVED [X]

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

DATE 07-12-2022

BY [Signature]

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Reassign Economic Development Manager vacant position from Dept #0591 to Dept #0280

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25997 to reassign one (1) Economic Development Manager (5AH6) (unrepresented) position #17261 at salary plan and grade B85 1954 (\$9,383.10 - \$12,574.26) and incumbent from the Economic Development/Sustainability Department (0591) to the Economic Development Division (2637).

FISCAL IMPACT:

There is no cost associated with this request.

BACKGROUND:

The Department of Conservation is requesting to reassign (1) Economic Development Manager (5AH6) (unrepresented) position #17261 and incumbent from the Economic Development/Sustainability Department #0591 to Conservation and Development Department, Economic Development (org 2637), to efficiently and accurately account for all activities related to the Economic Development Program.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the cost associated with Economic Development projects will not be efficiently accounted for and will continue to require additional accounting work to ensure the proper funding source is utilized.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Elizabeth Chebotarev,
925-655-3015

By: June McHuen, Deputy

cc: Elizabeth Chebotarev, Sylvia WongTam

AGENDA ATTACHMENTS

P300 25997 Reassign Econ Dev Mgr from 0591 to
0280-2637

MINUTES ATTACHMENTS

Signed P300 25997

POSITION ADJUSTMENT REQUEST

NO. 25997
DATE 6/13/2022

Department Conservation and Development Department No./
Budget Unit No. 0280 Org No. 2637 Agency No. 38
Action Requested: Reassign one (1) Economic Development Manager (5AH6) position #17261 and incumbent from the Economic Dev/Sustainability Department (org 0591) to the Economic Development Division (org 2637).

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

7/5/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/6/2022

Reassign one (1) Economic Development Manager (5AH6) (unrepresented) position #17261 at salary plan and grade B85 1954 (\$9,383.10 - \$12,574.26) and incumbent from the Economic Development/Sustainability Department (0591) to the Economic Development Division (2637).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Melissa Moglie

7/6/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

/s/ Julie Enea

(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 6/13/2022

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. 25997
DATE 6/13/2022

Department Conservation and Development
Department No./ Budget Unit No. 0280 Org No. 2637 Agency No. 38

Action Requested: Reassign one (1) Economic Development Manager (5AH6) position #17261 and incumbent from the Economic Dev/Sustainability Department (org 0591) to the Economic Development Division (org 2637).

Proposed Effective Date: 7/1/2022

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT NA

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

John Kopchik

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea

7/5/2022

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 7/6/2022

Reassign one (1) Economic Development Manager (5AH6) (unrepresented) position #17261 at salary plan and grade B85 1954 (\$9,383.10 - \$12,574.26) and incumbent from the Economic Development/Sustainability Department (0591) to the Economic Development Division (2637).

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action.
[] (Date)

Melissa Moglie

7/6/2022

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

- [x] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:

/s/ Julie Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED []

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

DATE 07-12-2022

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services
Date: July 12, 2022

Subject: Decrease the Hours of One Primary Care Provider - Exempt (VPT5) Position in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25989 to decrease the hours of one (1) Primary Care Provider - Exempt (VPT5) position #8686 at salary plan and grade 1PX-1000 (\$17,464 - \$19,917) from full-time (40/40) to part-time (35/40) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will result in an annual cost savings of approximately \$45,434, with \$11,586 in pension costs already included. The cost savings will be to the Hospital Enterprise Fund I.

BACKGROUND:

Incumbents in this classification have the ability to request that their position hours be increased or decreased, as outlined in the Memorandum of Understanding between the County and Physicians and Dentists of Contra Costa union. The incumbent of position #8686 has requested to reduce their hours from 40/40 to 35/40, effective 7/16/22. The Medical Staffing Office has determined that the reduction of hours as requested by the incumbent will have no significant impact on meeting service needs.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the department will not be able to fulfill the request of the incumbent.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: June McHuen, Deputy

Contact: Gina Soleimanieh, 925-370-5182

AGENDA

ATTACHMENTS

P300-25989

MINUTES

ATTACHMENTS

Signed P300 25989

POSITION ADJUSTMENT REQUEST

NO. 25989
DATE 6/21/2022

Department Health Services Department No./
Budget Unit No. 0540 Org No. 6386 Agency No. A18
Action Requested: Decrease the hours of one (1) Primary Care Provider - Exempt (VPT5) position #8686 from full-time (40/40) to part-time (35/40) in the Health Services Department. (Represented)

Proposed Effective Date: 7/16/2022

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No
Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):
Total annual cost (\$45,443.91) Net County Cost \$0.00
Total this FY (\$45,443.91) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Hospital Eff

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/29/2022

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources review under delegated authority

DATE _____

Amend Resolution 71/177 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:

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve recommendation of Department

DATE 7/6/2022

Timothy Ewell

(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:

POSITION ADJUSTMENT REQUEST

C.41

NO. 25989
DATE 6/21/2022

Department Health Services
Department No./ Budget Unit No. 0540 Org No. 6386 Agency No. A18
Action Requested: Decrease the hours of one (1) Primary Care Provider - Exempt (VPT5) position #8686 from full-time (40/40) to part-time (35/40) in the Health Services Department. (Represented)

Proposed Effective Date: 7/16/2022

Classification Questionnaire attached: Yes [] No [X] / Cost is within Department's budget: Yes [X] No []

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost (\$45,443.91) Net County Cost \$0.00
Total this FY (\$45,443.91) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings - Hospital EF I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

6/29/2022

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: [X] Day following Board Action.

[] _____ (Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

7/6/2022

[] Approve Recommendation of Director of Human Resources

[] Disapprove Recommendation of Director of Human Resources

[X] Other: Approve recommendation of Department

Timothy Ewell

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [X] DISAPPROVED []

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

DATE 07-12-2022

BY

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Lease amendment with Marsh Creek Investments, LLC, for space at 7251 Brentwood Blvd., Brentwood – Marsh Creek Head Start.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease amendment with Marsh Creek Investments, LLC, to extend the term of the lease through November 30, 2027, for approximately 1,970 square feet of space located at 7251 Brentwood Boulevard in Brentwood, for use as a Head Start childcare facility at no cost for rent.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The County has leased the premises for use by Employment and Human Services, Community Services Bureau (EHSD-CSB) since 1997 to provide a Head Start facility for the primary benefit of residents in the Marsh Creek Apartments on a non-profit basis. In exchange, the premises is being made available to the County rent free. This amendment will provide for the continued occupancy by EHSD-CSB for childcare and Head Start programs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Stacey M. Boyd, Deputy

Contact: Stacey Sinclair, 925. 957-2464

cc: Auditor Controller

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the amendment for the continued operation of the Head Start facility at this location could interrupt Head Start services at this location. It could also require finding another suitable location at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

ATTACHMENTS

Lease Amendment

**FIRST AMENDMENT TO LEASE
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
MARSH CREEK HEAD START
7251 BRENTWOOD BLVD.
BRENTWOOD, CA**

This first amendment is dated _____ and is between Marsh Creek Investments, LLC, (the “**Lessor**”) and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Recitals

A. Lessor is the successor in interest to Oregon Investors III Limited Partnership and is the owner of that certain property located at 7251 Brentwood Boulevard, Brentwood, California, commonly known as the Marsh Creek Apartments, (the “**Property**”). The Property contains a day-care facility, a day-care play area, other fenced-in land, and a parking lot.

B. Lessor and County are parties to a lease dated December 4, 2012, under which the County is leasing that portion of the Property that includes the day-care center, the day-care play area, and the fenced-in land along with the use of the parking lot from the Lessor (the “**Lease**”).

C. The parties desire to extend the term of the Lease.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:
 2. Term. The “**Term**” of this lease is fifteen years, commencing on December 1, 2012 (the “**Commencement Date**”) and ending November 30, 2027.
2. All other terms of the Lease remain unchanged.

[Remainder of Page Intentionally Left Blank]

Lessor and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
Brian M. Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM:
MARY ANN MCNETT MASON,
County Counsel

By: _____
Kathleen M. Andrus
Deputy County Counsel

LESSOR

MARSH CREEK INVESTMENTS, a limited liability company

By: CASCADE HOUSING ASSOCIATION, its sole member

By: _____
Kristi Isham
Executive Director



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: Apply for and Accept a 2022 Justice Assistance Grant

RECOMMENDATION(S):

ADOPT Resolution No. 2022/249 authorizing the Sheriff-Coroner, or designee, to apply for and accept, subject to compliance with certifications, the U.S. Department of Justice, FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) in an initial amount of \$188,180 for support of countywide law enforcement programming for the period October 1, 2022 through the end of the grant period.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

FISCAL IMPACT: (CONT'D)

\$188,180, 100% Federal; No County match. County portion is \$23,772 to the Sheriff-Coroner. County will receive 5% of city allocations for serving as the fiscal agent for the County. (CFDA 16.738)

County Allocation: \$23,772
Antioch Allocation: \$47,058
Richmond Allocation: \$80,619
Concord Allocation: \$36,731

Total grant award: \$188,180.

County will receive 5% of pass through of the grant allocation for grant management and administration. County's 5% portion of the Cities allocation totals \$9,409.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG FY2022 Grant is a formula grant with emphasis on assisting local efforts to prevent or reduce crime and violence. The eligible jurisdictions within Contra Costa County have a scheduled allocation totaling \$188,180 with \$23,772, allocated to the County. The county allocation will go directly to the Office of the Sheriff. Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The Bureau of Justice Statistics (BJS) calculates a minimum base allocation for each state. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. Local governments are awarded amounts based on their share of the total violent crime reported within the state. Based on a formula allocation, Contra Costa County has been designated as a disparate jurisdiction because a city within the county is scheduled to receive 150% more than the county, while the county bears more than 50% of the costs associated with the prosecution and incarceration of that city's Part 1 violent crime. Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the total eligible allocation. The Office of the Sheriff has been designated as the fiscal agent for this grant and will manage and oversee the distribution of the funds for all participating agencies within the county. As Fiscal Agent, the Office of the Sheriff will receive 5% (\$9,409) of the pass through of the grant allocation (5% from each jurisdictions' allocation) to cover management and administration of the grant, to include personnel and operational costs directly related to grant management.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the Sheriff's Office will be unable to apply for and accept the grant from the U.S. Department of Justice.

CHILDREN'S IMPACT STATEMENT:

None.

AGENDA ATTACHMENTS

Resolution 2022/249

MINUTES ATTACHMENTS

Res 2022_249 signed copy

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/249

IN THE MATTER OF: Applying for and Accepting the U.S. Department of Justice 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

WHEREAS, The County of Contra Costa is seeking funds available through the U.S. Department of Justice;

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

Authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Commander, Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance, including grant modifications and extensions, provided by the U.S. Department of Justice related to the 2022 Edward Byrne Memorial Justice Assistance Grant.

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

ATTESTED: July 12, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: Laura Cassell, Deputy

cc:

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 07/12/2022 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text" value="0"/>	
ABSENT:	<input type="text" value="0"/>	
ABSTAIN:	<input type="text" value="0"/>	
RECUSE:	<input type="text" value="0"/>	



Resolution No. 2022/249

IN THE MATTER OF: Applying for and Accepting the U.S. Department of Justice 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

WHEREAS, The County of Contra Costa is seeking funds available through the U.S. Department of Justice;

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

Authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Commander, Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance, including grant modifications and extensions, provided by the U.S. Department of Justice related to the 2022 Edward Byrne Memorial Justice Assistance Grant.

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

Contact: **Chrystine Robbins, 925-655-0008**

ATTESTED: July 12, 2022

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

Laura Cassell

By: Laura Cassell, Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Grant Application in Support of the Behavioral Health Continuum Infrastructure Project and/or the Community Care Expansion Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for grant funding made available by the State Department of Health Care Services and California Department of Social Services, for one or more projects in response to the Behavioral Health Continuum Infrastructure Project (BHCIP) and the Community Care Expansion (CCE), for the purchase and/or renovation of facilities to serve Medi-Cal eligible clients, behavioral health clients, and/or recipients of social security insurance or social security disability insurance (SSI/SSD).

FISCAL IMPACT:

If awarded, County will receive funds from the State of California Department of Health Care Services for BHCIP or the Department of Social Services through their administrator, Advocates for Human Potential, for the purchase or remodel of public behavioral health facilities or a range of shelter options for recipients of SSI/SSD. County will be responsible for 10% match of the entire project cost. County-owned real property may be used as match. Additionally, if awarded, County will agree to maintain the use of the property for a period of 30 years for BHCIP funded projects and 20 years for CCE funded projects.

BACKGROUND:

The State of California has invested \$2.2 billion to develop and expand community behavioral health treatment facilities through a competitive grant program through the Department of Health Care Services (DHCS) for Medi-Cal beneficiaries and an additional \$805M in funding for a competitive grant program through the California Department of Social Services (CDSS) to develop adult and senior care facilities for individuals receiving Social Security Income (SSI). These combined infrastructure programs represent the largest provision of resources for behavioral health infrastructure in the state's history.

Contra Costa Behavioral Health has conducted a qualitative and quantitative needs assessment with community stakeholders to identify needs for BHCIP facility development and determined that crisis and longer-term residential treatment programs, both secure and voluntary, for adults with serious mental illness, many of whom have a co-occurring substance use disorder and/or are involved with the criminal justice system are our primary needs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, 925-957-5201

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Applications for CCE are accepted on a rolling basis until funds are expended. There is currently a round of BHCIP funding (Round 4) targeted towards children and youth with applications due in August. The next round (Round 5) of BHCIP applications is likely to open in August and close on October 31 deadline with awards in January 2023. Round 6 is likely to open in October and close on December 31 with awards in March 2023.

Applications for both purchase of real estate and development and/or remodel costs require site control of the property, including a deed or executed purchase agreement, as well as preliminary plans (e.g., schematic design); reasonable project budget and timeline with identified development team (i.e., contractor, architect, engineer, etc.); proposed facility types with plan for licensure and certification; and commitment from CCBHS to fund Medi-Cal services at the location. Health Services intends to work with County Public Works to facilitate obtaining these requirements in the case of County directed projects and will seek partnership from local agencies who may submit projects on their own behalf when and if appropriate.

County is not obligated to accept funds from any award that is made. The Division will return to the Board of Supervisors for approval of any projects that may be awarded, acceptance of the award, and any terms and conditions required by the award.

CONSEQUENCE OF NEGATIVE ACTION:

County would not receive funds to invest in behavioral health care infrastructure or housing options for Medi-Cal eligible behavioral health clients and/or recipients of SSI/SSD.



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: July 12, 2022

Subject: Contract with California Department of Food and Agriculture for Certified Farmers' Market Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$13,923 to perform farmers' market and production site inspections and certifications for the Certified Farmer's Market Program for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

This agreement will reimburse the County for expenses incurred, not to exceed \$13,923, for the period July 1, 2022 through June 30, 2023. This amount is included in the Fiscal Year 2022-23 budget. There is no County match requirement.

BACKGROUND:

The County Department of Agriculture agrees to provide farmer's market and production site inspections for the State's Certified Farmer's Market Program to determine compliance with laws regarding farmer's markets. Inspections shall be performed as outlined in the Food and Agriculture Code.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will not have necessary revenue to perform inspections and certification on behalf of the California Department of Food and Agriculture.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Matt Slattengren 925-608-6600

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Novation Contract #28-541-29 with the City of Richmond for its Community Services Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #28-541-29, containing mutual indemnification with the City of Richmond, a government agency, to pay the County an amount not to exceed \$10,000 to provide congregate meal services for the County's Senior Nutrition Program, for the period from July 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2023.

FISCAL IMPACT:

Agency will pay the County the voluntary contributions it receives from participating seniors, after it has paid its authorized expenses. No County funds are required.

BACKGROUND:

This contract meets the social needs of the County's population by providing an average of thirty (30) congregate meals per day, five days per week for senior citizens at its Congregate Senior Nutrition site in Richmond. This contractor has been providing services since July 1, 1993.

On July 13, 2021, the Board of Supervisors approved Novation Contract #28-541-28 with the City of Richmond, for its Community Services Department, to provide congregate meal services for the County's Senior Nutrition Program for the period from July 1, 2021 through June 30, 2022, in an amount not to exceed \$10,000, which included a three-month automatic extension through September 30, 2022.

Approval of Novation Contract #28-541-29 replaces the automatic extension under the prior Contract and allows Agency to continue providing services through June 30, 2023. This contract includes mutual indemnification.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, senior citizens who depend on the County's Senior Nutrition Program will not receive meals at the contractor's facility.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Ori Tzeli, M.D., 925-608-5267



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Novation Contract #28-381-4 with the Town of Danville

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #28-381-4, containing mutual indemnification, with the Town of Danville, a government agency, to pay the County an amount not to exceed \$4,500 to provide congregate meal services for the County's Senior Nutrition Program, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

The Town of Danville will pay the County the voluntary contributions it receives from participating seniors, after it has paid its authorized expenses, and it is not expected to exceed \$4,500. No County funds are required.

BACKGROUND:

This contract meets the social needs of the County's population by providing an average of 35 congregate meals one day per week for senior citizens at the Town of Danville Senior Center. The County has been contracting with the Town of Danville since January 2019.

On June 8, 2021, the Board of Supervisors approved Contract #28-381-3 with the Town of Danville to provide congregate meal services for the County's Senior Nutrition Program in an amount of \$4,500 for the period from July 1, 2021 through June 30, 2022.

Approval of Novation Contract #28-381-4 will allow the Agency to continue providing services through June 30, 2023. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, senior citizens who depend on the County's Senior Nutrition Program will not receive meals at this contractor's facility.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Ori Tzvieli, M.D. 925- 608-5267



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: Bay Area Air Quality Management District Wildfire Preparedness Program

RECOMMENDATION(S):

ADOPT Resolution No. 2022/240 authorizing the Sheriff-Coroner, Undersheriff, or Commander Management Services, to execute a contract with the Bay Area Air Quality Management District for the County to receive up to 95 air filtration units, with a total value of up to \$100,000, through the District’s Wildfire Preparedness Program for the protection of public health and improvement of indoor air quality in communities most vulnerable to wildfire smoke, for the term ending July 31, 2024.

FISCAL IMPACT:

No County costs. Initial revenue: up to \$100,000 in equipment, 100% Bay Area Air Quality Management District, no County match required.

BACKGROUND:

California has experienced some of the deadliest and most destructive wildfires in its history over the last several years. Studies show that climate change is not only causing higher temperatures and longer dry periods, but also lengthening the wildfire season and increasing the risk of wildfires throughout the state. The Air District's Wildfire Air Quality Response Programs (WAQRP) is a comprehensive program intended to prepare for and respond to catastrophic wildfires and ensure health-protective measures and strategies are in place. Through the program, the Air District will purchase and provide heavy-duty portable air filtration units for regional emergency management authorities throughout the San Francisco Bay Area to help communities prepare for wildfire smoke that has the potential to impact air quality in entire regions for consecutive days.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

BACKGROUND: (CONT'D)

This agreement between the Air District and the Office of the Sheriff on behalf of the County is to join resources to protect public health and improve indoor air quality in communities most vulnerable to wildfire smoke. The agreement between the Air District and the Sheriff's Office is to store and deploy air filtration units to sheltering and evacuation centers and congregate facilities beginning in the 2022 wildfire season.

CONSEQUENCE OF NEGATIVE ACTION:

A decision not to pursue the Wildfire Preparedness Program grant will lead to fewer County citizens being able to access filtered air during unhealthy air quality days caused by wildfires in and around Contra Costa County.

AGENDA ATTACHMENTS

Resolution 2022/240

MINUTES ATTACHMENTS

Res 2022 240 signed copy

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2022/240

IN THE MATTER OF: The 2022 Bay Area Air Quality Management District, Wildfire Preparedness Program

WHEREAS, the County of Contra Costa is seeking equipment available through the Bay Area Air Quality Management District.

NOW, THEREFORE, IT BE RESOLVED, that the Board of Supervisors approves and authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, a contract with the Bay Area Air Quality Management District, any other actions necessary, for the purpose of participating in the Bay Area Air Quality Management District's Wildfire Preparedness Program.

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

ATTESTED: July 12, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: Laura Cassell, Deputy

cc:

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

Adopted this Resolution on 07/12/2022 by the following vote:

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

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/240

IN THE MATTER OF: The 2022 Bay Area Air Quality Management District, Wildfire Preparedness Program

WHEREAS, the County of Contra Costa is seeking equipment available through the Bay Area Air Quality Management District.

NOW, THEREFORE, IT BE RESOLVED, that the Board of Supervisors approves and authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, a contract with the Bay Area Air Quality Management District, any other actions necessary, for the purpose of participating in the Bay Area Air Quality Management District's Wildfire Preparedness Program.

I hereby certify that this 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: Chrystine Robbins, 925-655-0008

ATTESTED: July 12, 2022

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

Laura Cassell

By: Laura Cassell, Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Grant Award #28-637-30 with the U.S. Department of Health and Human Services (Health Resources & Services Administration)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a Grant Award #28-637-30 with the U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA), to pay the County an amount not to exceed \$62,868, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2022 through April 30, 2023.

FISCAL IMPACT:

Acceptance of the Grant Award will result in payment to the County up to \$62,868 in funding from the U.S. Department of Health and Human Services HRSA. No County match required.

BACKGROUND:

West Contra Costa County has been hard hit by the AIDS epidemic with 25% of those living with AIDS residing in the City of Richmond. Unfortunately, a large percentage of those living with HIV/AIDS are of low income having to rely on Basic Health Care (BHC) for their medical care, or forced to pay for their medical care, because they do not qualify for BHC services. The County's AIDS Program works closely with other staff in Public Health Division, physicians and medical social workers at Contra Costa Regional Medical Center and Health Centers, community-based partners, and private providers throughout the County to reduce the transmission of HIV, improve access to health care, and to enhance quality of life for those with HIV. Contra Costa County has been awarded this grant since 1999.

On May 18, 2021, the Board of Supervisors approved Grant Award #28-637-29 with HRSA, to pay the County in an amount not to exceed \$217,954, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2021 through April 30, 2022.

This Grant Award is late due to delays from HRSA issuing the notice of award until May 5, 2022, as well as some internal leave delays within the Department.

Approval of Grant Award #28-637-30 will allow the County's AIDS Program to continue to receive funding to provide outpatient medical

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Ori Tzvieli, M.D., 925-608-5267

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

services to low-income HIV-positive recipients in West Contra Costa County through April 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not receive funds to assist the low-income HIV-positive recipients in West Contra Costa County with outpatient medical services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Novation Contract #29-285-39 with the City of San Pablo

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #29-285-39 containing mutual indemnification with the City of San Pablo, a government agency, to pay the County an amount not to exceed \$30,500 to provide congregate meal services for the County's Senior Nutrition Program, for the period from July 1, 2022 through June 30, 2023, which includes a three-month automatic extension through September 30, 2023.

FISCAL IMPACT:

The City of San Pablo will pay the County the voluntary contributions it receives from participating seniors, after it has paid its authorized expenses. No County funds required.

BACKGROUND:

This contract meets the social needs of the County's population by providing an average of 75 congregate meals per day, five days per week for senior citizens at the San Pablo Senior Center. While the County provides the meals to be distributed, food service equipment and supplies, nutrition education, food service monitoring, and overall program administration, the Agency will operate/manage the Congregate Senior Nutrition Café at the San Pablo Senior Center.

On July 13, 2021, the Board of Supervisors approved Novation Contract #29-285-38 with the City of San Pablo, to pay the County in an amount not to exceed \$30,500, to provide congregate meal services for the County's Senior Nutrition Program, for the period from July 1, 2021 through June 30, 2022, which included a three-month automatic extension through September 30, 2022.

Approval of Novation Contract #29-285-39 will allow the the County to continue providing services through June 30, 2023. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Ori Tzvieli, M.D., 925-608-6712

cc: Alaina Floyd, marcy.wilham

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's senior citizens who depend on the County's Senior Nutrition Program will not receive meals at this contractor's facility.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #28-331-7 with Antioch Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-331-7 with Antioch Unified School District (AUSD), an educational institution, to pay the County an amount not to exceed \$330,000, to provide mental health services to students referred to the district's HOPE program, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this interagency agreement will result in revenues to the County of up to \$330,000 in FY 2022-2023. No County match required.

BACKGROUND:

This Agreement will allow the Agency to provide funding for the County to provide mental health services to special education students who are residing in local and out-of-state residential facilities and students who receive outpatient services in the schools and County-operated clinics, through Community Based Organizations that have contracts with the County for professional mental health services. This Agency has provided funding since January 1, 2011.

On October 5, 2021, the Board of Supervisors approved Interagency Agreement #28-331-6 with Antioch Unified School District to pay the County in an amount not to exceed \$330,000, for the provision of mental health and crisis intervention services to students referred to the Antioch Unified School District's HOPE program, for the period from July 1, 2021 through June 30, 2022.

Approval of Interagency Agreement #28-331-7 will result in a total payment of up to \$330,000 to the allow the Agency to continue to pay the County for the provision of mental health services to students referred to the district's HOPE program through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, AUSD will not pay the County for providing mental health services to students referred to the district's HOPE program.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Laura Cassell, Deputy

cc: Alaina Floyd, marcy.wilham

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Grant Award #29-393-35 from the California Department of Public Health, Tuberculosis Control Branch

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Health Services Director or designee, to execute, on behalf of the County Grant Award #29-393-35 from the California Department of Public Health, Tuberculosis Control Branch, to pay the County, an amount not to exceed \$316,958, for the Tuberculosis (TB) Control Program for the period from July 1, 2022 through June 30, 2023; and
2. AUTHORIZE the Purchasing Agent to issue payments(s) in the amount not to exceed \$18,065, to be used for food, shelter, incentives and enablers (FSIE). The FSIE allotment will be used for gift cards (\$20 Safeway, SaveMart, Target and gas cards), transportation vouchers, nutritional assistance, and rent subsidies.

FISCAL IMPACT:

Acceptance of this Award will result in up to \$316,958 in funding from the California Department of Public Health, Tuberculosis Control Branch, for Fiscal Year 2022-2023. No County match required.

BACKGROUND:

The Health Services Department's Public Health Division maintains a TB Control Program, which serves all reported TB patients and their contacts in Contra Costa County. Outreach services are provided to reach the "Hard-to Reach" people with TB and those at high risk. The TB control staff work within the Communicable Disease Section in collaboration with the HIV/AIDS Program, Substance Abuse Programs, Contra Costa Regional Medical Center and Health Centers, and providers throughout the County. This grant has been awarded to Contra Costa County since 1990.

On June 8, 2021, the Board of Supervisors approved acceptance of Grant Award #29-393-33 with the California Department of Public Health, TB Control Branch, for the TB Control Program, to pay the county in an amount not to exceed \$304,417 including \$17,197 FSIE allotment, for the county's TB control program for the period from July 1, 2021 through June 30, 2022.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Ori Tzvieli, M.D., 925-608-5267

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On May 3, 2022, the Board of Supervisors approved Award Amendment #29-393-34 with the California Department of Public Health, TB Control Branch, to increase the amount payable to the county by \$5,000 to a new total of \$309,417 for an additional FSIE allotment, with no change in the original term of July 1, 2021 through June 30, 2022.

Approval of Grant Award #29-393-35 will allow the Department to continue to expand its prevention and control activities which are essential to decreasing TB transmission, prevent the development of drug resistance, and cure TB patients, through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not receive funds to continue identifying and treating Contra Costa County residents who have active TB and ensure that they complete appropriate therapy.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: 2022 DNA Capacity Enhancement for Backlog Reduction Program

RECOMMENDATION(S):

ADOPT Resolution No. 2022/248 authorizing the Sheriff-Coroner, Undersheriff, or Commander Management Services, to apply for and accept the U.S. Department of Justice Programs, DNA Program Backlog Reduction Grant in an initial amount of \$347,033 to reduce the number of backlogged DNA tests in the Sheriff's Criminalistics Laboratory for the period of October 1, 2022, through the end of the grant period.

FISCAL IMPACT:

No County costs. Initial revenue: \$347,033, 100% Federal revenue, no County match required.

BACKGROUND:

The Contra Costa County, Office of the Sheriff, Forensic Services Division operates an ANSI National Accredited Crime Laboratory to provide County-wide Forensic DNA testing services. The DNA backlog reduction grant funds are needed to ensure the efficient processing of DNA evidence. Grant funds have been used in the past to purchase scientific equipment allowing for high throughput DNA extraction, quantification and detection. In addition, funding supported DNA analyst positions whom process DNA samples collected at crime scenes to aid in criminal investigations and prosecutions. The 2022 DNA Capacity Enhancement for Backlog Reduction Program Grant will be used to support DNA analysts, acquire advanced technology, and provide state-of the art forensic DNA testing to law enforcement agencies in the Contra Costa County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A decision not to pursue grant funding will increase the DNA case backlog, increase the turnaround time for DNA sample processing, and contribute to delays in criminal prosecutions.

CHILDREN'S IMPACT STATEMENT:

None.

AGENDA ATTACHMENTS

Resolution 2022/248

MINUTES ATTACHMENTS

Res 2022_248 signed copy

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

Adopted this Resolution on 07/12/2022 by the following vote:

John Gioia
Candace Andersen
AYE: **Diane Burgis**
 Karen Mitchoff
 Federal D. Glover
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2022/248

IN THE MATTER OF: Applying for and Accepting the 2022 U.S. Department of Justice, Office of Justice Programs, DNA Program Backlog Reduction Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, IT BE RESOLVED, that the Board of Supervisors authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance including grant modification and extensions provided by the U.S. Department of Justice.

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

ATTESTED: July 12, 2022

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

Contact: Chrystine Robbins, 925-655-0008

By: Laura Cassell, Deputy

cc:

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

Adopted this Resolution on 07/12/2022 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text" value="0"/>	
ABSENT:	<input type="text" value="0"/>	
ABSTAIN:	<input type="text" value="0"/>	
RECUSE:	<input type="text" value="0"/>	



Resolution No. 2022/248

IN THE MATTER OF: Applying for and Accepting the 2022 U.S. Department of Justice, Office of Justice Programs, DNA Program Backlog Reduction Grant.

WHEREAS, the County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, IT BE RESOLVED, that the Board of Supervisors authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Commander Management Services, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance including grant modification and extensions provided by the U.S. Department of Justice.

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

ATTESTED: July 12, 2022

Contact: **Chrystine Robbins, 925-655-0008**

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: July 12, 2022

Subject: Participation Agreement #74-647 with California Mental Health Services Authority

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-647 with California Mental Health Services Authority (CalMHSA), a government agency, in an amount not to exceed \$339,260, to provide fiscal intermediary services to fund an education Loan Repayment Program (LRP) to recruit and retain hard-to-fill positions in the public behavioral health system, for the period from July 1, 2020 through June 30, 2025.

FISCAL IMPACT:

Approval of this contract will result in contractual service expenditures of up to \$339,260 over a 5-year period and will be funded 100% by Mental Health Services Act (MHSA). County will provide 30% of matching funds as a participating regional county partner and the State will provide 70% of the funds.

BACKGROUND:

The purpose of this participation agreement is to grant CalMHSA the authority to act as the Fiscal and Administrative agent on behalf of Participants (counties) as part of the Greater Bay Area Regional Partnership. In order to access the matching funds provided by the State, counties must participate as a regional county partnership with the agreement of providing about 30% matching funds, while the State provided 70% of the funds. Contra Costa Behavioral Health Services, as part of the Greater Bay Area Regional Partnership had communicated its intent to the State in participating in this program prior to the onset of the pandemic along with other Bay Area counties as a manner to amplify educational loan repayment to address workforce needs. There were significant delays in getting the Participation Agreement with CalMHSA in place with the onset of the pandemic and the numerous entities involved.

The retroactive date is needed in order to align with the original dates set by the State for this program. No back pay will be owed as once contract is executed, county will have access to the 70% matching funds provided by the State and held by contractor.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Laura Cassell, Deputy

cc: E Suisala, M Wilhelm

BACKGROUND: (CONT'D)

Under Contract #74-647, the Contractor will provide fiscal intermediary services to fund an education LRP with State matching funds to recruit and retain hard-to-fill positions in the public behavioral health system, for the period from July 1, 2020 through June 30, 2025. This contract includes changes to county's Standard General Conditions Paragraph 18 (Indemnification).

CONSEQUENCE OF NEGATIVE ACTION:

If this participation agreement is not approved, Contra Costa County will not have access to the matching funds provided by the State to fund the LRP program.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Esa Ehmen-Krause, County Probation Officer
Date: July 12, 2022

Subject: AB 109 Evidence-Based Reentry Housing Program Contract Award Recommendation for FY 2022/23 through FY 2024/25

RECOMMENDATION(S):
See attached PDF board order.

FISCAL IMPACT:
.

BACKGROUND:
.

CONSEQUENCE OF NEGATIVE ACTION:

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Patrice Guillory, 925-313-4087

cc:

ATTACHMENTS

Board Order

Attachment A

Attachment B

Attachment C

Attachment D



Contra
Costa
County

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Date: July 12, 2022

Subject: AB 109 Evidence-Based Reentry Housing Program Contract Award Recommendation for FY 2022/23 through FY 2024/25

Recommendations:

APPROVE and AUTHORIZE the Chief Probation Officer, or designee, to execute a contract with Lao Family Community Development, in the amount not to exceed \$4,049,574 for a three (3) year period of July 1, 2022 through June 30, 2025, to provide evidence-based reentry housing programming.

Fiscal Impact:

The contract will have an aggregate cost of \$4,049,574 during FY 2022-2025. It is 100% funded with AB 109 Public Safety Realignment revenue.

Background:

On December 3, 2021, the Community Corrections Partnership (CCP) Executive Committee adopted a FY 2022-23 AB 109 Public Safety Realignment Budget for recommendation to the Board of Supervisors. The Recommended Budget included the following allocations for Community Programs:

- Family Reunification Services - \$96,820
- Peer Mentoring Services for West County - \$118,450
- Civil Legal Aid Services - \$161,710
- Management of a Network of System of Services for Central and East County - \$1,008,370
- Evidence-Based Employment Services - \$2,351,490
- Evidence-Based Housing Services – \$1,310,160

At the December meeting, the CCP Executive Committee also accepted the Community Advisory Board's recommendation to solicit proposals from qualified organizations to provide the abovementioned services for a duration of a three-year contract cycle with projected total amounts accounting for 3% COLA increases per fiscal year.

The Public Protection Committee (PPC) of the Board of Supervisors considered and approved the recommended budget during its February 28, 2022 meeting. Based on the approved funding allocations for the AB 109 Community Programs, the Office Reentry and Justice sought to solicit proposals from qualified organizations to provide the abovementioned services for a duration of a three-year contract cycle.

PROCUREMENT PROCESS:

The Office of Reentry & Justice (ORJ) of the Probation Department administers the contracts for AB 109 Community Programs and conducts the procurement process in collaboration with the Purchasing Department

to utilize the county’s online procurement portal known as Bidsync. Throughout the RFP development process and in accordance with the Probation Department’s initiative to formalize performance-based contracting standards, ORJ received technical assistance and consultation from the California State Association of Counties (CSAC) to implement changes to the procurement process. These changes included requiring respondents to apply a data-driven approach to service delivery; develop a process for program planning through logic models; and support evidence-based programming in the core service areas of housing and employment for the justice-involved populations.

In preparation of these changes, ORJ hosted and invited county and community-based service providers to three webinar trainings focused on evidence-based programming in the reentry field, practical steps for adopting a data-driven approach to service delivery and logic model development. These trainings were held in advance of the RFP release on the following dates: October 19, 2021; November 9, 2021 and November 30, 2021. ORJ also scheduled a subsequent “office hours” meeting on December 7, 2021 to address any remaining questions or concerns following the trainings series.

RFP Timeline

The following timeline established a process that from date of RFP issuance to notification of award recommendations lasts approximately three months. Sufficient time was given to account for significant changes to the RFP process. With strict adherence to the timeline, the Board of Supervisors authorized contracts for services, with the exception of AB 109 Evidence-Based Reentry Housing Program, at the June 7, 2022 meeting.

RFP released	Thursday, December 9, 2021
Written Questions Due	12:00 p.m., Thursday, December, 23, 2021
Addendum Issued	Friday, January 7, 2022
Mandatory Bidders’ Conferences	12:00 p.m., Wednesday, January 12, 2022 – <i>Evidence-Based Housing & Employment Services</i> 12:00 p.m., Thursday, January 13, 2022 – <i>remaining AB 109 Community Programs</i>
Response Submission Deadline	12:00 p.m., Thursday, January 28, 2022
Response Withdrawal	12:00 p.m., Tuesday, February 8, 2022
Response Review Process	Week of February 22, 2022
Notification of Recommendations	Tuesday, March 15, 2022

The RFP was posted on BidSync, a procurement web-based portal the County utilizes for contracting opportunities, and distributed directly via email to contacts developed by the Office of Reentry & Justice.

RFP Responses & Proposal Review

The ORJ received 12 proposals in total in response to three RFPs. Three proposals were submitted for Evidence-Based Employment Services; four proposals for Evidence-Based Reentry Housing Services; one proposal each for Peer Mentoring, Civil Legal Aid, and Family Reunification Services; and two proposals for Management of Network System of Services for Central and East County. Of the 12, ten proposals met the requirements for technical review and were referred for panel review and scoring.

Four distinct RFP Review Panels were convened to evaluate and score each proposal. The RFP Review Panels were facilitated by the ORJ and included subject matter experts, representatives of organizations working directly with justice-involved populations within and outside of Contra Costa County, and individuals with lived experience of justice-system impact.

Panel sessions were conducted utilizing a “Consensus Scoring Methodology” for proposal evaluation, and all panel members submitted required Impartiality Statements and Conflict of Interest forms prior to receipt of proposals for review and scoring. Panel sessions were convened multiple dates between February 22 – February 25, 2022, and March 1, 2022. Each panel made an independent determination of whether to invite any proposers for an interview prior to making its final recommendation.

Following the review process, each Review Panel recommended the following contract award nominations:

- a. Evidence-Based Reentry Employment Program
 - i. **Rubicon Programs** – Award amount of \$2,351,490 for FY 22-23 and projected 3YR amount of \$7,268,220
- b. Family Reunification Services
 - i. **Centerforce** – Award amount of \$96,820 for FY 22-23 and projected 3YR amount of \$299,261
- c. Peer Mentoring Services (West County)
 - i. **Men and Women of Purpose** – Award amount of \$118,450 for FY 22-23 and projected 3 YR amount of \$366,117.
- d. Civil Legal Aid Services
 - i. **Bay Area Legal Aid** – Award amount of \$161,710 for FY 22-23 and projected 3YR amount \$499,829.
- e. Management of Networked System of Services (Central/East County)
 - i. **HealthRight 360** – Award amount of \$1,008,370 for FY 22-23 and projected 3YR amount of \$3,116,771.

The notifications of award recommendations by the Review Panels were prepared and distributed.

Re-Issuance of Evidence-Based Reentry Housing RFP# 2204-561

Throughout the duration of the RFP process, the Probation Department and ORJ received an appeal request highlighting the technical challenges in utilizing the Bidsync portal that ultimately affected timely submission and further engagement in the procurement process. After careful review and assessment of the overall solicitation process for procuring housing services, the ORJ in collaboration with County Counsel and the Purchasing Department concluded that in the best interest of the community and all applicants, awards would not be issued under RFP #2111-522 for AB 109 Evidence-Based Reentry Housing Program.

All applicants and Review Panelists were notified of this decision on April 1, 2022 following the conclusion of the appeal process. ORJ issued a new solicitation process under RFP #2204-561 for AB 109 Evidence-Based Reentry Housing Programs on April 27, 2022. All applicants were invited to resubmit their modified applications for consideration.

Updated RFP Timeline for AB 109 Evidence-Based Reentry Housing Program

The following timeline establishes a process that from date of RFP issuance to notification of award recommendations lasts approximately one month.

RFP Timeline

1	<u>RFP released</u>	<u>Wednesday, April 27th, 2022</u>
2	<u>Mandatory Bidders' Conference</u>	<u>10:00 A.M., Wednesday, May 4th, 2022</u>
3	<u>Written Questions Due</u>	<u>4:00 P.M., Friday, May 6th, 2022</u>
4	<u>Addendum Issued</u>	<u>Wednesday, May 11, 2022</u>
5	<u>Response Submission Deadline</u>	<u>3:00 P.M., Wednesday, May 18, 2022</u>
6	<u>Response Withdrawal</u>	<u>12:00 P.M., Wednesday, May 25, 2022</u>
7	<u>Response Review Process</u>	<u>Week of May 30, 2022</u>
8	<u>Notification of Recommendations</u>	<u>Early June 2022</u>

Given the condensed timeline from the date of RFP issuance to notification of award recommendations, CCP members during the April 29, 2022 meeting recommended immediate referral to the Public Protections Committee and/or the Board of Supervisors for approval and authorization to award contracts, and in doing so, CCP would forego its review of the Housing Services RFP process and authorize the ORJ to provide an update to CCP at its September 2022 meeting.

RFP Responses & Proposal Review

The ORJ received a total of three (3) proposals in response to RFP# 2204-561. All three proposals met the requirements for technical review and were referred for panel review and scoring. Panel sessions were convened on June 9 and June 17, 2022. In addition to the evaluation of each proposal, panel members also requested follow-up responses from all applicants to be considered for final recommendation.

The Review Panel for the Evidence-Based Reentry Housing Programs RFP responses consisted of the following members:

- Blanca Hernandez, Deputy Public Defender, Contra Costa County Office of the Public Defender
- Denise Zabkiewicz, Research & Evaluation Manager, Office of Reentry & Justice, Probation Department
- Doug Leich, Multi-Faith Action Coalition

The RFP Review Panel recommended a full contract award to Lao Family Community Development to implement its evidence-based reentry housing program model countywide with an annual allocation of \$1,310,160 and projected amount of \$4,049,574 for a period of three (3) years beginning July 1, 2022 and ending June 30, 2025.

Consequence of Negative Action:

Negative action would result in this contract not being awarded and executed and a disruption of critical housing services to the County's reentry population.



REQUEST FOR PROPOSALS (RFP) #2204-561

AB 109 Evidence-Based Reentry Housing Programs

The Office of Reentry & Justice (ORJ) of the Contra Costa County Probation Department is pleased to announce, on behalf of the Board of Supervisors, this Request for Proposals (RFP #2204-561) from qualified organizations to provide data-driven services that employ **evidence-based programming** (EBP) in housing for residents returning to communities in the County after incarceration.

Following the conclusion of this RFP, the ORJ will issue contracts with awardees, pursuant to approval of the Board of Supervisors, which will include performance outcomes aligned with the objectives identified in the awardees' proposal. This approach known as **performance-based contracting**, necessitates the use of data and research to drive decision-making in the development and implementation of high-quality service provision.

Please read this entire packet carefully before creating or submitting any response.

Final responses will be due via BidSync by

3:00 P.M. on Wednesday, May 18, 2022.

MANDATORY BIDDERS' CONFERENCE

10:00 A.M. on Wednesday, May 4th, 2022

Please register in advance for the Bidders' Conference at:

https://us06web.zoom.us/webinar/register/WN_SFCgdmnfSB-4jF7ssd-QDg

Written questions about the RFP must be submitted by

4:00 P.M. on Friday, May 6th, 2022.

Thank you in advance for your efforts in preparing your response.

No response shall be binding upon the County until after the Agreement is signed by duly authorized representatives of both the Contractor and the County. The term of any agreement awarded as a result of this Request for Proposals will be for 3 (three) years, from July 1, 2022 through June 30, 2025. All responses must be complete and conform to the directions provided in this document. Incomplete or non-conforming responses may be excluded from consideration

at the sole discretion of the ORJ. Applicants who are awarded funding will be granted first-year funds and will be required to demonstrate project impact and/or implementation progress from year one in order to be considered for renewal in the second and third years of funding.

As of the issuance of this RFP, Vendors are specifically directed not to contact ORJ personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification from this solicitation process. Any questions should be directed to Des Gebre in the County's Purchasing Division at: Desbele.gebre@pw.cccounty.us.

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SECTION 1. INTRODUCTION

The ORJ will fund one or more organizations to deliver evidence-based reentry services that will address criminogenic needs of justice-involved individuals as well as other risk factors associated with recidivism, achieve measurable outcomes, and contribute to the expansion of critical services for the AB 109 and justice-system involved target population. This RFP also solicits proposals that are aligned with the goals and objectives of the County’s Reentry Strategic Plan (2018-2023).¹ The Strategic Plan serves as the guiding document for reentry programs and services, including but not limited to, AB 109 funded services. Funded programs will aim to: increase public safety through transformative opportunities that respect victims; reduce recidivism; and, be in support of the reentry services throughout the County.

RFP Timeline

1.	RFP released	Wednesday, April 27th, 2022
2.	Mandatory Bidders’ Conference	10:00 A.M., Wednesday, May 4th, 2022
3.	Written Questions Due	4:00 P.M., Friday, May 6th, 2022
4.	Addendum Issued	Wednesday, May 11, 2022
5.	Response Submission Deadline	3:00 P.M., Wednesday, May 18, 2022
6.	Response Withdrawal	12:00 P.M., Wednesday, May 25, 2022
<i>No response will be accepted after this date and time. Postmarked, facsimiled, or e-mailed submissions will not be accepted.</i>		
7.	Response Review Process	Week of May 30, 2022
8.	Notification of Recommendations	Early June 2022*
* Board of Supervisors approval and authorization to award contracts is tentatively scheduled for the June 2022 Board of Supervisors’ meeting agenda.		

Synonymous Terms

As used throughout this RFP, the following terms are synonymous:

- A. Supplier, Vendor, Contractor, Successful Responder
- B. Purchase Order, Contract, Agreement
- C. Services, Work, Scope, Project, and Program
- D. Proposer, Responder, Respondent, Bidder, Organization, Agency
- E. Statement, Response, Proposal, Submission
- F. “The County” refers to the County of Contra Costa, California.

Minimum Organizational Requirements

The County seeks to partner with qualified Agencies with expertise in providing evidence-based reentry services in the area of housing to a diverse justice involved population, with a focus on

1. Most recent 2018-2023 Reentry Strategic Plan can be retrieved here:
<https://www.contracosta.ca.gov/DocumentCenter/View/56655>.

targeting supports for individuals with moderate to high risk levels of recidivism. Respondents must demonstrate understanding of the demographics, population characteristics, and criminogenic needs of the AB 109 and justice-involved population and detailed experience of providing and/or using evidence-based principles, practices and interventions. Successful responders will demonstrate their qualifications by addressing the following requirements:

A. Previous Experience

1. *Service History*: A documented history of similar or equivalent service delivery to criminal justice involved populations for at least three years, including successful completion of contract deliverables.
2. *Justice System Collaboration*: A history of prior successful collaboration with Probation, corrections, local law enforcement or other traditional justice system stakeholders. Knowledge of and participation in “jail to community” service delivery models is preferred, including a demonstrated history of working effectively within a correctional setting and maintaining staff with clearance to work inside of detention facilities.
3. *Interagency Collaboration*: Demonstrated interest and intent to collaborate with local public agencies and non-profit service providers utilizing a multi-disciplinary approach to service delivery. A documented history of successful collaboration including shared case management and blended funding preferred. Respondents must dedicate staff to attend regular coordination meetings and commit to working cooperatively with all AB 109 funded partner agencies.

B. Understanding of Evidence Based Practices

At a minimum, Respondents must demonstrate their understanding of evidence-based practices and their capacity and experience with incorporating them into their program design and delivery of services.

In alignment with the ORJ’s objective to support the expansion of evidence-based programming, the ORJ has adopted the Risk-Needs-Responsivity (RNR) model. For this RFP, Respondents must demonstrate their understanding of the RNR model and describe the agency’s application of this framework within the management and operation of their program.

(See Appendix A: PRINCIPLES OF EVIDENCE-BASED SERVICES & Appendix B: GLOSSARY OF TERMS for more details and definitions.)

1. *Evidence-Based Practices (EBP)*: Demonstrated knowledge of and commitment to implementing evidence-based practices related to successful client engagement and recidivism reduction *with individuals at increased risk of returning to custody*.
2. *Risk-Needs-Responsivity (RNR)*: Demonstrated understanding of criminogenic needs and the recidivism reduction strategies that rely on effectively responding to these needs. This must include a description of the role dynamic and static risk factors play in

identification of appropriate interventions and should also include respondent's understanding of proper intervention dosage and duration levels.

3. Trauma-Informed Principles and Practices: Demonstrated knowledge of and commitment to utilize trauma-informed principles and practices in service delivery to ensure a focus on personal safety while helping clients develop effective coping skills, build healthy relationships that foster growth, and develop strong, positive interpersonal support networks.

C. Staffing Proficiencies

The following are staffing requirements respondents must detail in their proposal.

Staff Training: Staff must be qualified and adequately trained to provide effective reentry services and maintain confidentiality of program participants history of justice involvement. Vendor must commit staff to full participation in trainings provided through or identified by the County. The County has the discretion to approve or disapprove the qualifications/training level of Bidder's proposed staff and job descriptions. Specific proficiencies required of staff include:

1. Principles of EBP, as described above.
2. Cultural Competency and Gender Responsiveness: Demonstrated understanding and capacity to deliver services that are gender responsive and provided in appropriate languages, at appropriate educational and literacy levels, and within the context of an individual's cultural identity. To do this requires a demonstrated awareness, respect, and dynamic appreciation of the beliefs, practices, traditions, religions, personal history, and criminal justice involvement of individuals who reside in the diverse local communities of Contra Costa County.
3. Cognitive Behavioral Therapy Interventions: Demonstrated knowledge of and a commitment to the delivery of services that emphasize personal accountability, help clients make better behavioral choices by understanding the way they think, and teach new strategies that support pro-social behavior.
4. Restorative Practices: Demonstrated knowledge of and a commitment to utilizing processes and approaches that foster a compassionate, relationship-centered culture that proactively builds healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person.
5. Motivational Interviewing: Demonstrated knowledge of and a commitment to client-centered methods designed to enhance motivation for behavioral change.
6. Harm Reduction Principles: Demonstrated knowledge of and a commitment to a spectrum of practical strategies that aim to reduce the negative social and physical

consequences associated with drug use, including meeting people where they're at.

D. Data Driven Program Design

Respondents of this RFP must demonstrate their ability to use data and research to implement evidence-based programming, track and monitor the program's progress toward performance outcomes and demonstrate their commitment to assure fidelity and ongoing service improvements.

1. *Data Collection and Reporting*: Demonstrated capacity and commitment to collecting and reporting all required data including service delivery statistics (number served, units of service, dosage by client, etc.), and program-related fidelity, activities and outcome measures. Must be committed to participate in an outcomes evaluation to measure program success.
2. *Continuous Quality Improvement*: A commitment to identify and implement program changes and improvements by using information gathered while tracking progress toward outcomes.

E. Administrative Requirements

The following are the administrative requirements respondents must address in their proposal:

1. *Matching Resources*: Current or potential sources of matching resources to supplement direct funding including leveraged staffing, services, and volunteer hours. Since the available funding is not adequate to meet the anticipated level of need, qualified organizations that demonstrate the capacity to access additional resources will be prioritized with preferential points at scoring.
2. *Licensing/Certification Requirements*: Successful bidders must have and maintain all appropriate licenses, permits, and certifications as required by the laws of the United States, State of California, Contra Costa County, and all other appropriate governmental agencies.

SECTION 2. BACKGROUND

2.1 AB 109 – Public Safety Realignment Act

Largely a response to prison overcrowding in California, the Public Safety Realignment (PSR) Act (Assembly Bill 109, AB 109) took effect on October 1, 2011. AB 109 transferred the responsibility of supervising individuals convicted of specific lower-level felonies, and detention for parole violations, from the state’s California Department of Corrections and Rehabilitation to counties.

In addition to transferring certain housing and supervision responsibilities to the County, AB 109 also enables the County to use AB 109 funding towards the development of alternative interventions through partnerships with local health and social service agencies and community-based organizations. The County has leveraged these partnerships to provide supportive services that facilitate the successful reentry and reintegration of individuals into the community and reduce their likelihood of being involved in future criminal activity.

After the enactment of AB 109, the Executive Committee of Contra Costa County’s Community Corrections Partnership (CCP) developed an *AB 109 Public Safety Realignment Implementation Plan* approved by the County’s Board of Supervisors. During the first two years of AB 109, the County examined the impacts of AB 109 across departments and drew on the resulting data to inform decision-making surrounding how to best prepare for housing and supervision of the AB 109 population. During this time, the County worked towards developing a coordinated reentry infrastructure, emphasizing the use of evidence-based practices for serving the AB 109 reentry population.

A Community Advisory Board (CAB) was established by the CCP in December 2012 to provide input on community needs, assess implementation of the realignment plan, review data on realignment outcomes, advise the CCP on community engagement strategies, offer recommendations for ongoing realignment planning, advise County agencies regarding programs for implementation in the County, and encourage outcomes that are consistent with the County’s Reentry Strategic Plan. Since 2011 the CAB has made annual recommendations to the CCP Executive Committee on appropriate funding levels for a variety of community programs that support the County’s effort to reduce recidivism and improve reentry outcomes for the population “realigned” through AB 109.

The CAB has also made numerous policy recommendations that are intended to improve access to, and delivery of, reentry services provided to the “realigned” population by both County and contracted agencies. Among CAB’s recommendations was its recommendation in May 2016 for the creation of an Office of Reentry and Justice (ORJ) to better align and coordinate the County’s complex array of current and future reentry and justice related initiatives. The County subsequently began an ORJ pilot program in the County Administrator’s Office, and the ORJ, now a unit of the Probation Department, provides both management and oversight of contracts for services that are funded through AB 109. Among these are the AB 109 Community Programs which are designed to supplement services provided by County departments to help facilitate

the successful reintegration of residents into the County communities they return to from incarceration.

The overarching approach to AB 109 implementation has largely centered on the development of formalized partnerships between different law enforcement agencies, as well as partnerships between law enforcement agencies and health or social service agencies, such as Behavioral Health Services (BHS) and AB 109-contracted community-based organizations (CBOs). In general, through partnerships with local health and social service agencies, individuals supervised by the Probation Department as part of PSR are provided with access to evidence-based supportive services that help facilitate their reentry and reintegration into the community when released from custody. For instance, the Sheriff's Department and Probation have increased coordination with each other so that Deputy Probation Officers (DPOs) have greater access to County jails than they did prior to AB 109. In addition, Probation has increased communication and collaboration with BHS and AB 109-contracted CBOs. These cooperative efforts have resulted in a greater number of referrals to supportive reentry services established to facilitate a person's successful reintegration into the community.

2.2 AB 109 Target Population

The AB 109 target population consists of two distinct supervision populations:

- Individuals returning to the community from prison after serving a sentence for a specified non-violent, non-serious, and non-sex offense are supervised under a program called Post-Release Community Supervision ("PRCS").
- Individuals returning to the community after serving their sentence for lower-level felonies (specified non-violent, non-serious, non-sex offenders) in the local county facility under PC 1170(h) rather than prison.

Population Characteristics

During the 2020-21 fiscal year, Contra Costa County averaged approximately 778 AB 109 cases, with a distribution of approximately 70% under PRCS and 30% under 1170(h). Approximately 46% of Probation's AB 109 clients were assessed at high risk for continued criminal behavior, 37% were moderate risk, and 16% were low risk. While the vast majority of the AB 109 population is male (86%), it is important to note that females represent 14% of the service group. Location of residence is generally split between the 3 regions of the County: East, Central and West County.

Of the AB 109 individuals assessed for service needs, the majority of individuals were referred to four service domains: Alcohol and Other Drugs Services (AODS), mental health, housing and employment services. While 19% received referrals for employment services, the most common needs are for behavioral and mental health services (42%) as well as housing services (39%).

While many individuals complete the terms of their probation successfully, many continue to engage in criminal behavior. During FY 2020-21, the department recorded 198 new convictions and 303 violations of probation.

In addition to the AB 109 population, 227 pretrial individuals were under supervision by the department in the 2020-21 fiscal year.

Services under this request for proposals will serve the broader population of individuals under general probation supervision and other tiered populations (See Appendix B: Glossary of Terms).

2.3 Background on the Contra Costa County Reentry System

Since the passage of AB 109, Contra Costa County has made considerable strides to close systemic gaps within the local justice system. By investing in community-based reentry services and facilitating collaborative partnerships between public agencies and community, the County has been able to establish ongoing interagency coordination as a function of service provision. The County’s Strategic Plan was developed with this in mind. Grounded in a comprehensive and coordinated reentry framework, the reentry process for justice-involved populations begins at the point of arrest and continues through successful reintegration in the community. The mission of the county’s reentry system is to serve as a collaborative partnership that aids individuals, families, and their support system, in achieving successful community reintegration by providing access to a continuum of quality services and improving system practices. The key values that underlie the desired state of the reentry system are presented below, alphabetically.

Key Value Statements	
Culturally Respectful and Responsive	Diverse perspectives that reflect the wide array of cultures, beliefs, and attitudes within our community should be reflected in the design and implementation of reentry system approaches.
Evidence-Based	Better reentry outcomes require a commitment to employing evidence-based practices and continuous quality improvement, while also leaving room for innovative approaches that will produce promising results.
Fairness and Equity	Procedural justice is important and must respect the dignity and experience of all justice-involved people, as well as demonstrate concern for communities experiencing criminal justice disparities that have been persistent and historical.
Holistic	Community reintegration is most easily achieved by continuous, appropriate delivery of quality services that are tailored to the holistic needs of individuals and families most impacted by incarceration.
Inclusive	Effective reentry strategies are best created through an inclusive approach that utilizes input from justice system

	professionals at all levels of government and in community and faith-based organizations, those with histories of justice system involvement, and other interested stakeholders to develop appropriate interventions that encourage community reintegration and recidivism reduction.
Justice Reinvestment	Reinvesting in the communities most impacted by the criminal justice system supports public safety by addressing the root causes of crime and empowering communities.
Partnership	Collaboration, coordination, information and resource sharing, and communication are essential elements of productive partnerships and critical components of a high-functioning reentry system.
Public Safety	Effective implementation of reentry solutions will reduce recidivism, ensure victims’ rights are protected, and ultimately result in an environment where all members of the community feel safe and secure.
Rehabilitation, Restoration, and Healing	To create a safe and healthy community, rehabilitation, restoration, and healing must inform the decisions, policies, and practices of all stakeholders in a reentry system that is client-centered, trauma-informed, and culturally sensitive.

These statements are meant to be long lasting and to inform the enhancement of both the criminal justice and reentry systems, wherein all system partners and stakeholders share a mutual responsibility for achieving its mission and goals.

And, finally, the Strategic Plan aims to draw on data driven decision making to inform which programs are funded and the quality of program implementation. This objective requires a long-term strategy in the use and coordination of data that includes the evaluation and tracking of program performance that can be measured on a periodic basis. The model of performance-based contracting, introduced with this RFP, will allow for continuous monitoring of performance outcomes and fidelity to evidence-based programs and practices as well as development of local knowledge and evidence on what is working for our County’s returning residents.

Reentry Service Hub Model

The service delivery model developed by the CCP, and adopted by the Board of Supervisors, involves multiple organizations--community-based and County departments--working in collaboration to provide services to address the specific criminogenic needs of the AB 109 population and other formerly incarcerated people. In an effort to further develop reentry support systems in each region of the County, the County commissioned the creation of the West County Reentry Success Center and the Central & East County Reentry Network, implementing “no wrong door” and one-stop approaches to reentry services. Thus, the Reentry Success Center in West County and the Central-East Reentry Network System of Services were created. Both

agencies function as initial points of contact for individuals and family members engaged in the reentry process where individuals are provided with a client-centered approach to service access to support their reintegration back into the community.

Reentry Network and Reentry Resource Center

To design the reentry service hubs, the County released an RFP in 2013 for the planning of “One-Stop Centers” that would serve each region of the County, acting as an entry point into the County’s broader reentry system, assisting with multi-disciplinary service coordination, and encouraging collaborative case management. This process resulted in the selection of Emerald HPC International, LLC to lead planning efforts for Central and East County and Further the Work to lead similar efforts in West County. Both contractors facilitated planning activities that ran concurrently for over half a year and that collectively engaged over 130 stakeholders across all sectors and regions of the County. In responding to the unique characteristics of each region, these independent planning projects led to a pair of distinctly different plans to fulfil the purpose and functions of a localized reentry hub. Specifically, a dynamic and decentralized hub was conceptualized in the plan for an *East & Central Networked System of Services*, while the *West County Reentry Resource Center* plan centralized its operations in a place that would include co-located supportive services. After accepting each plan, the County then took steps to bring each vision to life.

The plan for a *Networked System of Services* has been implemented as the Reentry Network (Network) and is available to returning residents in East and Central County. The Network’s strategically located “No Wrong Door” sites extend access to the system’s services in a strategic manner through the East and Central regions of the County. In addition to its functions as a reentry hub, the Network provides access to additional core housing and employment services while also ensuring some services and resources are dedicated to the local jails to better support people in their transition from custody to the community.

Since 2015, the *West County Reentry Resource Center* has been operated by Rubicon Programs, Inc. as the “Reentry Success Center” in the city of Richmond. The Reentry Success Center has existed as a centralized, site-based gathering place for learning, capacity-development, and connection to reentry services. Gathering resources into one accessible and welcoming hub of integrated services, members of the Reentry Success Center, and their families, can connect with service providers in the Reentry Success Center’s restorative environment. The Reentry Success Center is co-governed through a formal partnership between Rubicon Programs and a multi-sector Steering Committee consisting of 13 members. As with the Network, the Reentry Success Center serves as its region’s main entry point to the County’s array of reentry related services.

It is worth noting that in negotiating contracts for evidence-based program services selected through this RFP, the ORJ will maintain a priority on equitable service access for the target population of AB 109 probationers across each region of the County.

Public Agency Reentry Service Provision

As part of the County's collaborative reentry system, various county departments play a vital role in developing a continuum of reentry services by providing targeted resources to the AB 109 population and expanding access to critical public resources for the overall justice-involved population. Below is a brief description of AB 109 funded public agencies and their reentry services.

Contra Costa County Office of the Sheriff

The Office of the Sheriff is responsible for operating the County's local jails. The County's three jails are Marsh Creek Detention Facility (MCDF), Martinez Detention Facility (MDF), and West County Detention Facility (WCDF). The Sheriff contracts with various agencies and partners with volunteer organizations to provide in-custody programming at each facility. This includes a contract with the Contra Costa County Office of Education (CCCOE) to provide educational classes in group settings at both MCDF and WCDF and through independent studies for those housed at MDF. In 2020, CCCOE launched its Game Plan for Success program which allows individuals to meet with a transition specialist prior to their release from custody in order to develop a transition plan. The transition plan is intended to help identify needed services and contacts in the community to assist individuals in their connections to needed community-based resources upon their release.

Through AB 109, men and women incarcerated in local jails also have access to a weekly support group to help prepare them for their release from custody and successfully access services in the community.

Contra Costa County Probation Department

A dedicated unit of AB 109 Probation Officers provide client supervision and facilitate access to services offered by County and community-based partner organizations. Generally, thirty to sixty days prior to a person's release from county jail to Mandatory Supervision, or to Post-Release Community Supervision (PRCS) from nearby prisons, a Deputy Probation Officer is able to make initial contact with a client and introduce them to the reentry programs and services available to them through the County's system including referrals to the client's nearest reentry service hub. During this initial visitation and interview, the Deputy Probation Officer administers the Ohio Risk Assessment System (ORAS), a validated risk assessment tool that identifies dynamic factors related to an individual's risk of re-offending. This information is utilized to inform case planning activities, programmatic services and interventions, and supports the Probation Officer's supervision strategies. Through this process, areas of criminogenic need are identified and prioritized while an individualized case plan for the client is developed that addresses specific goals and needed services. The individual is then referred to service providers to help meet their needs and to obtain the goals that have been identified and agreed upon. AB 109 Probation Officers also work closely with the County's Behavioral Health Division's Forensic Team to coordinate enrollment in appropriate health related services.

Contra Costa Health Services

The cities of San Ramon, Richmond, and Pittsburg each receive AB 109 funding to support a police officer that partners with a Forensic Mental Health Clinician to form a Mental Health Evaluation Team (MHET). These teams of officers and clinicians seek to reduce the number of negative interactions between law enforcement and mentally ill residents by jointly responding to calls and resolving issues with situation appropriate actions or clinical services.

The Behavioral Health Division's Forensic Team Unit of the County's Health Services Department (HSD) addresses the needs of criminal justice-involved individuals with mental illness, especially those with co-occurring substance use disorders. In custody medication assisted treatment and residential and outpatient substance abuse treatment services are provided by the Alcohol & Other Drugs Services (AODS) Unit. In addition, clients receive assistance with enrollment in state and federal public benefit programs for access to free health care and income supports. The Health, Housing, and Homeless Services (H3) Division of HSD not only provides access to shelter beds for Forensic Team clients, but also for AB 109 individuals who are not diagnosed with co-occurring disorders. Through the Continuum of Care managed by H3, homeless individuals can gain access to an array of supportive services that include daytime CARE Centers and afterhours Warming Centers throughout the county. Coordinated Outreach Referral Engagement (CORE) Teams are available throughout the County to connect the most vulnerable homeless individuals to services and emergency shelter. CORE Teams also engage people while they are in custody to help expedite their navigation of needed housing resources upon the person's release from custody.

Contra Costa County Employment and Human Services Department (EHSD)

The Employment and Human Services Department (EHSD) receives AB 109 funding for a Benefits Enrollment Specialist and to support some activities of its Workforce Development Board (WDB), each supporting the department's goals of promoting self-sufficiency and reducing poverty in the County. The Benefits Enrollment Specialist works to improve access to public benefit programs managed by the department and enhance the department's understanding of, and response to, the unique challenges faced by formerly incarcerated residents. The WDB uses its AB 109 funding to coordinate with County and community providers, better leverage existing services and develop new employment opportunities for the AB 109 population in designated high growth sectors.

Contra Costa County District Attorney's Office & Office of the Public Defender

In addition to the coordinated care system described above, the County has also allocated a portion of its AB 109 funding to the Public Defender and District Attorney (DA) for an Arraignment Court Early Representation (ACER) program to ensure representation at arraignment for indigent clients; staff support in the Public Defender's Office for a Clean Slate program to aid County residents seeking expungement and related criminal record remedy services; funding in the Public Defender's Office for the development of a "Failure to Appear" warrant reduction program. In addition, a Pre-trial Services program has been implemented in the County, as a partnership between the DA, Sheriff's Office, Public Defender's Office and Probation Department

to provide the local Court with evidence-based recommendations on who is the most able to be safely released from custody pending a trial on the criminal charges that have been filed against them.

SECTION 3. DATA-DRIVEN INTERVENTIONS AND EVIDENCE-BASED PROGRAMS

At the conclusion of this RFP, selected AB 109 service providers will be expected to implement evidence-based programs, while also incorporating evidence-based principles and practices to achieve the greatest possible impact on recidivism reduction. For this RFP, evidence-based housing services ***should be selected from those that have been proven effective for the target population by multiple national research studies and must be implemented with fidelity to the research.*** Applicants are encouraged to consult with the Pew Charitable Trust’s Results First Clearinghouse Database, found online at:

<https://www.pewtrusts.org/en/research-and-analysis/data-visualizations/2015/results-first-clearinghouse-database>

This online resource includes information on over 3,000 programs that have been rigorously evaluated by one or more of nine clearinghouses. Programs not found in the clearinghouses may fit the criteria of promising or innovative depending on the level of evidence available.

<u>Level of Evidence</u>	<u>Criteria</u>
Model	Model programs have the highest level of scientific evidence demonstrating that they are effective. For programs to be considered Model, they must be listed in a credible EBP Clearinghouse at that level; or, in the Results First Clearinghouse Database as Highest rated.
Promising	Promising programs have valid scientific evidence demonstrating effectiveness. Often these programs can be listed in an EBP clearinghouse as the second-highest level of evidence. They must be supported by at least one evaluation by an independent researcher using experimental or quasi-experimental research methods showing a statistically significant positive impact.
Innovative	Innovative programs allow for local innovation and provide some evidence that the intervention is effective. These practices must have demonstrated positive outcomes through previously collected data.

Fidelity. The provision of evidence-based services requires the evaluation of the delivery of those services to ensure fidelity to the EBP. When programs operate with integrity, they will directly impact the success of desired outcomes. In response to this RFP, applicants must describe what adaptations, if any, will be made to the evidence-based program they propose. Examples of potentially low risk adaptations include changing language translation or modification; replacing images to reflect the target audience; or, adding culturally relevant examples. High risk adaptations would include omitting key content; reducing the number or length of sessions; eliminating key messages or skill areas; or, using staff who are not adequately trained or qualified. In addition to any proposed adaptations to the EBP, applicants must describe how they will monitor fidelity and Risk-Need-Responsivity principles as described below.

Performance Measures & Deliverables. This RFP's *performance-based contracting* approach necessitates the use of performance measures, or data indicators, that are aligned with the program's logic model. These performance measures focus on whether participants are better off as a result of the services provided and also refer to specific program activities and how well they were implemented. All data indicators identified in your program's logic model will need to be collected by your agency in order to measure program process, activities, outputs and outcomes. Program implementation will also be assessed drawing on these measures and a willingness to reconfigure services to enhance program outcomes is expected.

Risk-Need-Responsivity Model. Evidence-based principles for effective intervention for justice-involved individuals include the Risk-Needs-Responsivity (RNR) model. This model states that an individual's level of risk of recidivism and criminogenic needs should determine the appropriate intervention(s) pre- and post-release from custody. The RNR model is based on the following 3 principles:

1. Risk principle: Match the level of service to the individual's risk of reoffending. Higher risk individuals should receive more intensive service interventions. Intensive intervention for low-risk individuals can increase recidivism.
2. Need principle: Assess criminogenic needs and target them in service provision. High-risk individuals should receive intensive services, while low-risk individuals should receive minimal or no interventions.
3. Responsivity principle: Maximize the individual's ability to learn from a rehabilitative intervention by providing cognitive behavioral treatment and tailoring the intervention to the learning style, motivation, abilities, and strengths of the individual.

In order to best facilitate incorporation of the RNR principles, the ORJ has contracted with George Mason University to provide access to their web-based RNR assessment tool for all contracted service providers. This tool assists service providers with prioritization of client needs and identifies client strengths that can be leveraged, suggests interventions best suited to address criminogenic needs, and recommends dosage level of services. Awarded agencies under this RFP will have access to this web-based tool and will be expected to utilize the assessment's results to inform program dosage. Trainings will be provided by the County at no cost to the contracted agency.

This tool is not intended to serve as a replacement of other assessment tools that may be more applicable to specific services but is considered complementary to other effective assessments

The Contra Costa County reentry system seeks to deliver a variety of research-informed and evidence-based program services in both pre- and post-release settings, designed to ensure that the person's transition from prison or jail to the community is both safe and successful. Without the assistance needed to foster successful community reintegration, individuals are more likely to prolong justice-system involvement.

Under this RFP, proposals should implement evidenced-based reentry housing services that address criminogenic needs of the target population as described below in Section 4. Specific services should: utilize a program model that is informed by research; coordinate with the regional reentry service hubs and its services; leverage and integrate the agency's existing supportive services into its program design, as feasible; and, align the program's success with measurable outcomes directly related to the benefits of the program as defined by the EBP Clearinghouse Database.

NOTE ON IN-CUSTODY AND/OR PRE-RELEASE SERVICES:

Respondents may seek to implement a pre-release component to their proposed service. In this case, all in-custody access must be negotiated with the Contra Costa County Sheriff's Office directly.

Selected awardees under this RFP will have to comply with the Sheriff's Office jail clearance application process. The ORJ will coordinate with the Sheriff's Office and program staff to address any foreseeable challenges to program implementation resulting from denied jail clearances.

SECTION 4. AB 109 FUNDING AND REENTRY HOUSING PROGRAM DESCRIPTION

4.1 Funding Amounts for FY2022-25

The total amount of funding available and the projected amount of funding for this housing program service area is a projection based on current realignment funding provided to Contra Costa County based on the State formula. No guarantee of the total funding amount is made or implied by this request for proposals. The actual funding amount will not be known until the State FY 2022-23 budget is approved.

All funding decisions made on the basis of this RFP are subject to continued availability of State Realignment funding. Contracts developed based on this RFP will be for one year, renewable by the Board of Supervisors for up to two additional years without a new solicitation on a year-by-year basis at the recommendation of the Probation Department's Office of Reentry & Justice, contingent on achievement of program outcomes, service utilization, and State funding availability.

4.2 Reentry Housing Program Description

Based on research and an analysis of local data, stable housing targeted for an adult reentry population has been identified as a key component to reducing recidivism.

Service providers will be expected to utilize the *Risk-Needs-Responsivity* framework as the basis for identifying appropriate evidence-based interventions that will address clients' criminogenic needs.

The County intends to fund evidence-based reentry housing programs. The funding allocation will be distributed across the three regions of the County (West, Central and East regions).

Applicants will be asked to describe their housing program model and its components along with specific information about the research base, operational and fidelity measures, dosage and unit cost, and ability to partner with local criminal justice agencies for coordinated service delivery.

As discussed previously, providers are highly encouraged to consult with **the Pew Charitable Trust's Results First Clearinghouse Database**, found online at:

<http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>.

This resource identifies hundreds of programs that have been rigorously evaluated by one or more of eight national clearinghouses. ***Proposals must demonstrate model or promising effectiveness of the housing program selected for the target population and ensure program implementation to fidelity.*** Please note that innovative programs will not be considered at this time.

Applicants proposing to implement evidence-based reentry housing programs should consider the following:

- **Suggested program components, but not limited to:** Housing paired with supportive services to address underlying behavioral health needs based on levels of need.
- **Funding:** \$1,310,160 is available to fund services in this area for FY 22-23 with a projected total amount of \$4,049,574 over three years.
- **Target Population:** 50 participants per year
- **Criminogenic Need/Responsivity Factor:** Responsivity factors include residential stability, physical safety, service access, behavioral health services, and employability
- **Performance Measures:** Physical safety, ability to participate in behavioral health services and other wraparound services; development of on-going support for stable housing and employability.

SECTION 5. RFP MANDATORY REQUIREMENTS

The responder requirements in this section are mandatory. Contra Costa County reserves the right to waive any nonmaterial variation or departure from these requirements.

1. All Responders shall submit one (1) electronic response via BidSync (<https://www.periscopeholdings.com/s2g>) no later than **3:00 P.M., Wednesday, May 18, 2022**. Any response received after the deadline will be rejected. **Postmarked, faxed and e-mailed submissions are not acceptable.**
2. The electronic response must be a single file, scanned image of the original hard copy with all appropriate signatures.
3. The ORJ will review all received responses to make sure they are technically compliant with formatting and submission guidelines as per this RFP. Responses that are non-compliant with any technical requirement will not move forward to the Review Panel for evaluation.
4. All costs incurred in the preparation of a response will be the responsibility of the responder and will not be reimbursed by the County.
5. A response may be withdrawn via BidSync prior to **12:00 P.M. on Wednesday, May 25, 2022**. Any timely withdrawn response will not receive any further consideration by the County.
6. All Respondents are required to attend the Bidders' Conference Webinar scheduled for **10:00 A.M. on Wednesday, May 4th, 2022**. Please register in advance for the Bidders' Conference at: https://us06web.zoom.us/webinar/register/WN_SFCgdmnfSB-4jF7ssd-QDg
7. Any questions regarding this RFP should be submitted via BidSync before **4:00 P.M. on Friday, May 6th, 2022**.
8. The ORJ may amend this RFP, if needed, to make changes or corrections to specifications or provide additional information. The ORJ may extend the RFP submission date, if necessary, to allow responders adequate time to consider amendments and submit required information.
9. The RFP process may be canceled in writing by the County prior to any awards being made by the Contra Costa County Board of Supervisors if the County determines that cancellation is in the County's best interest.
10. With respect to this RFP, the County reserves the right to reject any, some, or all responses. The County reserves the right to negotiate separately in any manner to serve the best interests of the County.
11. Responses will be judged on overall quality of content and responsiveness to the purpose and specifications of this RFP. Responses should be without expensive artwork, unusual printing, or other materials not essential to the utility and clarity of the response.

12. All responses will be reviewed by the ORJ for compliance. A Review Panel will evaluate all compliant responses submitted. Responders will be notified of the Review Panel's recommendation in writing. Award of a Contract by the Board of Supervisors will constitute acceptance of a response. The acceptance of a response will officially begin the Contract development and negotiation process for the RFP.
13. Only Responders submitting a response in accordance with RFP #2204-561 may appeal the RFP process. Appeals must be submitted in writing and should be addressed to Esa Ehmen-Krause, Chief Probation Officer, and received at 50 Douglas Dr., Martinez, CA 94553, no later than **5:00 P.M. on Wednesday, May 25th, 2022**. An intent to appeal must be emailed four (4) days prior to submission to deborah.caldwell@prob.cccounty.us.

Notification of a final decision on the appeal shall be made in writing to the Responder within ten (10) days of the County receiving an appeal, not counting the day the appeal was submitted, and this time for notification shall be extended to the next business day if the last day for such notification falls on a weekend or County holiday. The decision of the Chief Probation Officer shall be final and not subject to further review. When submitting any appeal, an appellant must clearly state the action appealed, the harm to the appellant, and the remedy sought. Appeals shall be limited to the following grounds:

- Failure of the County to follow the selection procedures and adhere to requirements specified in this RFP or any of its addenda or amendments.
 - There has been a violation of any conflict of interest provisions provided by California Government Code Section 87100 et seq.
 - A violation of State or Federal law.
14. Successful responders will be expected to promptly enter into contract negotiation with the ORJ upon acceptance of their response. This may result in mutually agreed upon changes in plans or activities identified in their response. As a result of this negotiation process, actual contract(s) may include other agreements and clarifications of activities, consistent with the intent of the County in releasing this RFP. Contractors will be eligible to bill for services provided on and after the effective date of an executed Contract according to a mutually agreed upon start-up schedule. The County is not liable for any cost incurred by the contractor prior to the effective date of an executed Contract.
 15. Once the Contract has been executed, the Contractor will be expected to make services provided under the Contract available to Clients within 60 days of the effective date of the Contract.
 16. Once in contract, the Contractor will be expected to comply with all applicable fair chance employment hiring practices and procedures established by California's Fair Chance Act and

codified in Government Code section 12952.

17. The ORJ will actively monitor service implementation and delivery and monitor Contract performance on behalf of the County. Any material breach of Contract terms or obligations will constitute grounds for terminating the Contract.
18. All responses to this RFP become property of the County at the moment they are submitted and without obligation to any Responder. Each response will be a public record that will be subject to disclosure under the California Public Records Act (Government Code, § 6250, et seq.) and the County's Better Government Ordinance (County Ordinance Code, Title 2, Division 25), once a contract is awarded by the County's Board of Supervisors, or this RFP process is canceled. The County has discretion to publicly disclose the contents of any response prior to the conclusion of this RFP process.

SECTION 6. RESPONSE INSTRUCTIONS

1. Responses shall consist of a single packet containing all required documents and any allowable supporting information. Each responder must submit one (1) original response via BidSync (<https://www.periscopeholdings.com/s2g>).
2. The project narrative shall be typed double-spaced and printed on 8 1/2" x 11" paper with no less than 1" margins on all sides, using an easy to read 12-point font. **Total project narrative shall not exceed 15 pages collectively, excluding cover sheet and required attachments.**
3. All pages in each submitted response packet must be numbered consecutively beginning with the Cover Sheet as page 1 and ending on the final page of the response packet.
4. All information in each response packet must be presented in the following sequence:

RESPONSE OUTLINE

SECTION I — COVER SHEET AND TABLE OF CONTENTS

A. Cover Sheet (Form #1)

The Response Cover Sheet with original signatures, **in blue ink**, of the bidder's Board of Directors' President and Executive Director (*or equivalent titles*) must be the top document to the response packet and precede both the Table of Contents and the response narrative.

*Please note that in order to maintain original blue signatures in the electronic response, applicants should sign the original document in blue ink, then scan and download the document(s) to BidSync. Please **DO NOT** utilize DocuSign for signatures as it is unclear whether DocuSign will maintain the blue ink.*

B. Table of Contents

SECTION II — PROJECT NARRATIVE

(Maximum 15 pages, double-spaced, 1-inch margins, 12-point font. The program logic model will not count toward the page limit for this section.)

Please submit a brief response stating your interest in providing the services listed in this solicitation.

Include the following information in your response. Please number your responses to match the following items in order to allow the review panel to better assess your

proposal. (Narrative responses must be consistent with the information provided throughout the response package to avoid loss of points.)

1. Description of Reentry Housing Program Design (20 points)

- A. Describe the **housing program model and relevant wraparound supports** your organization is interested in providing, including program location(s), key interventions and expected client outcomes. All service providers are encouraged to include proven cognitive/behavioral interventions specific to the criminal justice population.
 - a. Estimate the number of clients to be served during the twelve-month period from July 1, 2022 through June 30, 2023.
 - b. Identify the service intensity (direct service hours per week), the projected length of service (average number of weeks for completion of service), the total dosage of service (total direct hours of evidence-based services), and the unit cost (cost per hour of service and/or cost per participant for completed service). (See Appendix B for more on term definitions, as needed.)
- B. Describe how your agency will account for RNR factors. (See Appendices A and B for details on risk, need, and responsivity factors.)
- C. Describe **specific strategies for maintaining client engagement** and retention as related to **responsivity factors**. (See Appendices A and B for details surrounding responsivity factors.)
- D. Describe the data collection infrastructure, tools, systems and/or processes that will be utilized to support collecting and monitoring your program's **implementation and outcome data**. These data points and measures should be aligned with the Program's Logic Model, see below. Applicants selected for funding will meet with the ORJ to refine these measures for inclusion in service contracts to be approved by the Board of Supervisors.
- E. Provide a program logic model that graphically represents the linkages among the program targeted population, resources, activities, outputs, and initial, intermediate- and long-term outcomes related to a specific problem or situation. The logic model should synthesize the main program elements into a picture of how the program is supposed to work and make explicit the sequence of events that are presumed to bring about change. Please see the attached examples and template for your reference. (The program logic model will not count toward the page limit for this section.)

2. Evidence-Based Program (20 points)

The ORJ is committed to implementing strategies and services identified by a consensus of research as constituting an evidence-based program within the criminal justice system, effective at reducing the risk of recidivism among the target population. Each organization submitting a response must clearly demonstrate that the proposed program matches at

least one identified as being effective with the adult criminal justice population. Responses should reference the Results First Clearinghouse Database, described above, and should provide a summary that addresses the following information:

- A. Identify the level of evidence (model or promising) and the research base that confirms the effectiveness of the proposed services in reducing recidivism with moderate to high-risk populations similar to AB 109 participants.
- B. Describe the process for ensuring fidelity to program implementation as characterized in the Clearinghouse Database evidence surrounding the program. Please also describe in detail any adaptations to fidelity. (Adaptations to fidelity may only be low risk adaptations.) If no published curriculum is to be used, please describe your plan for ensuring program quality, integrity and consistency.
- C. Describe the current level of staff capacity for implementation of the evidence-based program, training and certification.
- D. Identify training and technical assistance needed to increase the integration of evidence-based practices in your organization's delivery of services to the target population.
- E. Please complete the Results First Clearinghouse Evidence-Based Program Rating & Summary Table. This form is intended to summarize details of the research literature surrounding the EBP found in the Results First Clearinghouse into a 1-2 page brief. A template can be found in this packet. This form will *not* count toward the page limit for this section.

3. Performance Measures & Deliverables (25 points)

- A. Describe how your organization plans to manage, track, and collect data related to monitoring progress toward process and program outcomes as detailed in your proposed logic model.
- B. Describe your organization's technical capacity to collect and report all required data including service delivery statistics (number served, units of service, dosage by client, etc.), and program implementation and outcome measures.
- C. Describe how your organization plans to identify and implement program changes and improvements using data and information gathered while tracking progress toward outcomes.
- D. Please identify and document any potential obstacles for tracking and reporting of performance measures and deliverables. Please describe how those obstacles will be addressed and mitigated.
- E. Please complete the Acknowledgement of Program Performance Evaluation. This form will not count toward the page limit for this section.

4. Project Timeline

Provide a Gantt chart or similar structure to outline the project's activities, phases, and milestones. For each identified action and task, the chart should show responsibilities

(persons, organizations, agencies), dependencies (actions and tasks which must be completed before subsequent actions and tasks may be initiated or completed), and milestones (significant dates in the implementation process). *Attached timeline will not count towards any page limit.*

5. Multi-Disciplinary Collaboration (10 points)

Please describe the connection(s) between your organization's proposed services and the overall AB 109 service delivery model, including strategies for information sharing, multi-disciplinary service delivery, interagency communication and coordination, and shared responses to participant behavior.

6. Statement of Organizational Qualifications (20 points)

Provide details indicating factors that uniquely qualify your organization as the best provider for these services. Resumes and/or biographies of staff, including those who will provide direct services and those who will supervise and/or guide the work included under the services may be included as attachments.

- A. *Service History.* Identify the services your organization has provided to high-risk individuals in the criminal justice population similar to AB 109 participants. Please provide details of the number served, the setting, the number of years the service was provided, and evidence of successful completion of contract deliverables and outcome evaluation(s).
- B. *Justice System Collaboration.* Describe your organization's history of prior successful collaboration with probation, corrections, or other justice system stakeholders. Indicate whether your staff currently have jail or state prison system clearance and/or your history of working effectively within any correctional setting.
- C. *Responsivity.* Describe your organization's understanding of the responsivity factors associated with your reentry service and your history of addressing these. (See Appendix B: Glossary of Terms for definition and description of responsivity principle.)
- D. *Interagency Collaboration.* Summarize your organization's history of successful collaboration with local human service providers in other domains, including multi-disciplinary service delivery, shared funding, strategic planning, and policy development.
- E. *Staff Training.* Describe your organization's staff training plan and your commitment to participate in additional trainings through AB 109 funding regarding effective, evidence-based interventions and services to the target population.
- F. *Data Collection and Reporting, and Continuous Service Improvement.* Describe your organization's experience in collecting and reporting service delivery statistics, measures of fidelity to evidence-based service delivery, and program-related impact and outcome measures. Describe your organization's commitment to continuous

program improvement to enhance effective coordination throughout the AB 109 service provider network.

Section III — BUDGET NARRATIVE (10 points)

(Narrative length should be up to 6 double-spaced pages.)

1. Fiscal Management Information

- i.* Provide a brief description of the lead agency's accounting system and internal controls. Include the following *as appropriate*:
 - a. Overall system (accrual, double-entry, automated or manual)
 - b. Timekeeping system
 - c. Inventory system
 - d. Payroll system
 - e. Cost allocation plan and methodology
 - f. Ledger system for receivables, payables, expenses, disbursements, petty cash
- ii.* Explain how your fiscal system is administered and by whom. Include responsibilities of Board of Directors, Executive Director and fiscal staff in fiscal management. Describe experience and qualifications of fiscal staff.
- iii.* Describe fiscal procedures and policies or attach a manual of fiscal procedures and policies.

2. Budget Narrative

Please include a draft budget covering the time period from July 1, 2022 through June 30, 2025. Include estimated costs for staffing and operations, as well as matching resources available to expand services to the target population. This draft budget may be revised based on input from the review panel and discussion with the ORJ and the CCP Executive Committee.

Each budget cost item must be detailed in the narrative section and should reflect the basis for the computations used. The inclusion of matching resources should be easily identifiable on the line-item budget, and the cost basis for this clearly described in the budget narrative. Every item below must be completed, if applicable, and include the minimal narrative requirements described.

- i.* Administration and Support Staff
Include supervisors, directors, clerical support staff, and administrative staff with no service delivery responsibilities. Divide the salaries of staff between both "Service Delivery" and "Administration" responsibilities in proportion to the time allotted for each activity. List such staff in both categories, and the

included narrative for each entry should indicate title, rate of pay or full salary, and time allotted to this project as a full-time equivalent position (FTE).

ii. Payroll Fringe Benefits

Report estimated costs of benefits, vacations, sick leave and training days on the line-item budget. Narrative shall list staff by title, FTEs, pay rate and amount of time allocated. Include for each staff title by type (FICA, SUI, FUTA, Worker's Compensation, leave and health and other insurance), applicable rates or basis.

iii. Operations

• *Occupancy*

Describe all applicable factors (e.g. rent/leases) and basis for allocating cost to program.

• *Utilities*

Describe all applicable factors and basis for allocating cost to program.

• *Telephone, Postage, Insurance, Equipment*

List by type, justification of cost and basis for allocating cost to program.

• *Printing/Photocopying*

List cost by type and describe justification for cost and basis for allocating costs to program.

• *Materials*

List by type and describe justification of cost.

• *Travel*

Describe type, justification, and basis of cost. Include service delivery, administration mileage and transportation costs for clients.

• *Other Costs*

Indicate kinds of anticipated miscellaneous costs, such as childcare for clients while receiving services. Each item over \$100 should be explained individually.

iv. Indirect/Profit Rates

A Responder may include an indirect rate or a rate of profit, or both, such that the aggregate amount of these expenses does not exceed 15% of the total award being sought.

B. Line-Item Budget

(Please see Attachment A for Budget Template.)

- i. Complete a line-item budget for the project that would show annual costs required **for all 3 (three) years**. This includes all costs, including those not provided by the County, and the source of funding that will be used to cover

each cost. The budget shall also include a breakdown of all costs that demonstrate computations for each budget category (i.e., Personnel, Benefits, Supplies, Local Travel, etc.). Proposed budget is expected to be complete, reasonable, cost effective, and necessary for the activities proposed.

- ii. Budget should clearly indicate the availability of matching resources and their source. Matching resources, for the purposes of scoring proposals, are external funding sources, or other resources with a distinct dollar amount, that are clearly identified in a proposal's budget and are proposed as leverage for the funding sought through this RFP. The total amount of matching resources must be reasonable and amount to a recommended minimum of 10% of the total cost of the proposed project to receive preferential scoring. Other AB 109 funding awarded by Contra Costa County may be included in total program costs but may not be counted as a matching resource. If the value of volunteer labor is included as a match, this value should be calculated using a volunteer rate of no more than \$15 per hour. A preferential score for matching resources, of up to 5% of the applicant's total score, will be added to the applicant's final score.²
- iii. The line-item budget will not count towards any page limit.

Section IV — ORGANIZATIONAL CHART

Attach a current organizational chart to the response after the Statement of Interest. *The organizational chart will not count towards any page limit.*

Section V — CV/RÉSUMÉS

Attach, after the organizational chart, a current resume or CV for each staff member expected to work on this project, and the executive management of the organization. Clearly indicate any positions you expect that you will need to hire and include a job description for this role. *Any attached resume, job description, or CV will not count towards any page limit.*

Section VI — ADDITIONAL SUPPORTING DOCUMENTATION

Provide any additional supporting documentation including leases, MOUs, letters of support, etc. such that the total number of additional supporting documents included under this section does not exceed five (5) additional supporting documents.

² Please note that the amount of matching resources required is a percentage of the total project cost and not a percentage of the amount of funding requested for the project. For instance, a project with a total cost of \$1,000,000 from all sources (including any match) would mean that you would be required to show at least \$100,000 in match funding for this project and could request a maximum award of \$900,000. However, 10% of a \$900,000 award request would only be \$90,000 and therefore matching resources of this amount would not meet the minimum match requirement of 10% of the total project cost (\$100,000).

Section VII — FISCAL ATTACHMENTS

Non-profit proposers must provide a copy of:

- A. A recent audit (within 12 months) or audited financial statement attached to the original copy of the response. *If the organization has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, Executive Director, and the agency accountant that the information accurately reflects the agency's current financial status. Also submit:*
- i. Current agency-wide Budget
 - ii. Balance Sheet
 - iii. Profit and Loss Statement
 - iv. Manual of Fiscal Procedures and Policies, *if available*
 - v. Current Board of Directors' Bylaws
 - vi. Roster of the organization's Board of Directors including the directors' names, titles, phone numbers, and email addresses.
 - vii. 501(c) 3 Letter.

For profit proposers must provide a copy of:

- A. A recent audit (within 12 months) or audited financial statement attached to the original copy of the response. *If the company has never had such an audit, please submit the most recent unaudited financial statements, a brief statement of reasons for not ever having conducted an independent audit, and a certification from the Chair of the Board of Directors, C.E.O., and the company accountant that the information accurately reflects the company's current financial status. Also submit:*
- i. Most recent company Annual Report
 - ii. Current company Budget
 - iii. Balance Sheet
 - iv. Profit and Loss Statement
 - v. Manual of fiscal procedures and policies, *if available*
 - vi. Current Board of Directors' Bylaws

SECTION 7. SCORING CRITERIA

Reviewers will assess the merits of each completed proposal, assigning up to 105 points for the individual elements of the proposal as described below, including the possible 5 points for preferential matching resources.

RFP CRITERIA AND SCORING	
Review Criteria	Points
<p>Reentry Housing Program Description: The extent to which the program services description aligns to the logic model and describes the measurable: inputs, services and activities; process and performance measures and outputs; and short, medium and long-term outcomes.</p> <ul style="list-style-type: none"> • Are services and activities quantified and clearly described? (4) • Are the proposed services responsive to the target population? (4) • Are the program implementation and performance outcome measures appropriate to determine the impact of the program? (4) • Are specific strategies for obtaining and maintaining client engagement clearly described? (4) • Does the service description discuss how RNR factors will be addressed? (4) 	20
<p>Evidence-Based Program: Demonstration of Evidence</p> <ul style="list-style-type: none"> • To what extent does the research base confirm the effectiveness of the proposed services? (7) • Is assessment of program implementation to fidelity clearly documented? (7) • Are any adaptations to the research evidence clearly described and limited to low-risk adaptations? (6) 	20
<p>Performance Measures & Deliverables</p> <ul style="list-style-type: none"> • To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program? (5) • To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement? (5) • How well does the program logic model convey the relationship between program requirements (inputs), the proposed activities (outputs), and the end results of the project (outcomes)? (5) • How well does the applicant identify potential obstacles for tracking and reporting of performance measures and deliverables, and how those obstacles will be addressed and mitigated? (5) • To what extent does the organization have the <u>technical</u> capacity to collect, track, analyze and report on outputs and outcome(s)? (5) 	25
<p>Multi-Disciplinary Collaboration: Articulation between your organization’s proposed services and the overall Reentry Services delivery model.</p>	10

<ul style="list-style-type: none"> • To what extent do the proposed service(s) align and integrate with the County’s Reentry Services delivery model? (5) • Are strategies for interagency communications and coordination clearly described? (5) 	
<p>Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services.</p> <ul style="list-style-type: none"> • Does the applicant clearly describe a history of successful service delivery to high-risk individuals in the criminal justice population? (4) • Does the applicant have a history of successful interagency collaboration with criminal justice and other social service providers? (4) • Does the applicant indicate a history of local detention facility clearance? (4) • What is the extent to which staff are qualified and adequately trained to provide effective reentry services as identified by staffing proficiencies? (4) • Does organizational leadership clearly demonstrate a commitment to and have a history of service delivery with the program scope of work? (4) 	20
<p>Budget: The budget request and total budget is reasonable and is sufficient to achieve the proposed outcomes. (5)</p>	5
Total Points	100
<p>Preferential Points for Matching Resources: Existing or potential resources are provided to supplement funding. Points equaling up to 5% of the applicants total score will be added to the applicant’s total score. The addition of these preferential points will make up the applicant’s final score.</p> <ul style="list-style-type: none"> • To what extent are matching resources identified that will expand capacity or continue services without duplicating existing efforts? (up to 5%) 	

APPENDIX A: PRINCIPLES OF EVIDENCE-BASED SERVICES

The Risk Principle (WHO) is the prioritization of supervision and treatment services for individuals at higher risk of re-offending. Shifting resources to these individuals results in much greater gains in public safety, while targeting those with lower risk factors can actually increase their likelihood of recidivism. By focusing on individuals with high risk factors, programs are able to address multiple criminogenic areas with greater intensity, thus resulting in greater impact on behavior.

The Need Principle (WHAT) directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While individuals have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include: a history of antisocial behavior; anti-social personality pattern; antisocial/pro-criminal attitudes, values, and thinking; and pro-criminal associates. Secondary criminogenic needs include family dysfunction; low levels of educational and vocational achievement; low levels of prosocial activities; and abuse of alcohol and/or drugs. All services should target primary criminogenic needs as well as any other areas addressed.

The Dosage Principle (HOW MUCH) directs programs to provide direct client services at a minimum of 100-150 hours for moderate risk and 200+ hours for high risk (across multiple criminogenic need areas) in order to achieve measurable reduction in recidivism. Dosage under one hundred hours produces relatively small effects for this population. High intensity programs should be provided and should occupy 40% to 70% of participants free time in order to be effective.

The Responsivity Principle (HOW) requires that service delivery match specific characteristics of individuals in order for them to benefit. Independent of the type of service being delivered, evidence shows that the criminal justice population most benefits from services that are cognitive and behavioral in nature. That is, services should identify and address anti-social thinking and build pro-social skills through extensive behavioral practice. Responsivity also includes the consideration of culture, gender, motivational stages, and learning styles, and logistical considerations and community functioning, such as transportation, housing, food, or behavioral and physical health. While these factors are not themselves criminogenic, they should be addressed to the extent that they create barriers to an individual's ability to receive services.

The criminal justice population includes many individuals still at a pre-contemplative stage with regard to treatment and change. Responsivity requires that service providers develop competency in meeting clients at any stage of readiness for change, enhancing intrinsic motivation and raising awareness of and capacity for change. Service providers are expected to show the willingness and ability to respond immediately to client-determined needs and

goals, to work flexibly under the service hub framework to provide coordinated services across providers, and to provide field-based services in the community as needed to reduce barriers to service engagement.

The Fidelity Principle (HOW WELL) is the extent to which a practice is implemented in a way that adheres to the protocol of the evaluated practice. Practices that are implemented with fidelity demonstrate that critical elements including the type, amount, and quality of the services are provided. Fidelity applies to practices or programs at each level in the framework: Model, Promising and Innovative. Model and Promising EBP often have guidance provided on what adaptations are considered low risk. Innovative EBP may also implement the program "to fidelity" by implementing the established program as evaluated. In all programs, adaptations to the services may be made; however, it is strongly encouraged that adaptations be considered low risk adaptations. Low risk adaptations do not change how critical program elements are provided.

APPENDIX B: GLOSSARY OF TERMS

Cognitive Behavioral Therapy Interventions: Cognitive behavioral therapy interventions are a class of therapeutic interventions based on a common theory about the connection between our thoughts, attitudes and beliefs — cognitions — and our behavior. The core premise of cognitive behavioral therapy is that the way we think about situations shapes our choices, behavior and actions. If flawed or maladaptive thoughts, attitudes and beliefs lead to inappropriate and even destructive behavior, then changing those thoughts, attitudes and beliefs can lead to more appropriate, pro-social behavior.

Cultural Competence: Cultural competence³ is a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency or those professions to work effectively in cross-cultural situations. Cultural competency requires a demonstrated respect, awareness, and dynamic appreciation of the beliefs, practices, traditions, religion, history, languages, and criminal histories of diverse individuals and communities.

The word **culture** is used because it implies the integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values and institutions of a racial, ethnic, religious or social group. The word **competence** is used because it implies having the capacity to function effectively. Five essential elements contribute to a system's institution's, or agency's ability to become more culturally competent which include:

1. Valuing diversity
2. Having the capacity for cultural self-assessment
3. Being conscious of the dynamics inherent when cultures interact
4. Having institutionalized culture knowledge
5. Having developed adaptations to service delivery reflecting an understanding of cultural diversity

These five elements should be manifested at every level of an organization including policy making, administrative, and practice. Further these elements should be reflected in the attitudes, structures, policies and services of the organization.

Dosage Principle: The Dosage Principle speaks to the number of programmatic services hours necessary to achieve a measurable reduction in recidivism based upon the individual's risk level. This principle directs programs to provide direct client services at a minimum of 100-150 hours for moderate risk and 200+ hours for high risk (across multiple criminogenic need areas) in order to achieve a measurable reduction in recidivism. Dosage under one hundred hours produces relatively small effects for this population. High intensity programs should be provided and

3 Cross, T., Bazron, B., Dennis, K., & Isaacs, M., (1989). *Towards A Culturally Competent System of Care, Volume I*. Washington, DC: Georgetown University Child Development Center, CASSP Technical Assistance Center.

should occupy 40% to 70% of participants free time in order to be effective. Please also see Appendix A.

Evaluation:

Project Evaluation

A project evaluation is a comprehensive written evaluation plan that includes activities for both process and outcome measures. Distinguishing between process and outcome evaluations can be similar to considering the stage of development of your program against your program logic model. In general, process evaluation focuses on the first three boxes of the logic model: inputs, activities, and outputs (CDC, 2008).

Process Evaluation⁴

A process evaluation enables you to describe and assess your program's activities and to link your progress to outcomes. This is important because the link between outputs and short-term outcomes remains an empirical question. The purpose of a process evaluation is to assess how program activities are being carried out in accordance with goals and objectives. Process measures are designed to answer the question: "What is the program actually doing and is this what we planned it to do?" "Were the expected resources available?" "Did those resources produce the planned activities?" Examples of process measures could include:

- Project staff have been recruited, hired and trained according to the proposal.
- Activities/strategies have been implemented on time according to the proposal.
- Number of interagency agreements entered into by the program compared to the number planned.
- Number of trainings conducted.
- Number of neighborhood meetings conducted.

Outcome Evaluation⁵

Outcome evaluation, as the term implies, focuses on the last three outcome boxes of the logic model: short-term, intermediate, and long-term outcomes. Outcome evaluation allows researchers to document health and behavioral outcomes and identify linkages between an intervention and quantifiable effects.

The purpose of an outcome evaluation is to identify whether the program "worked" in terms of achieving its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" "Did the resources and activities produce the anticipated outputs?" "Did those outputs lead to the intended outcomes?" Examples of outcome measures include:

⁴Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

⁵ *Id* at pp. 7-8.

- Results of pre/post surveys (e.g., changes in the reported confidence/trust in law enforcement among community members).
- Implementation of regular, ongoing community forums where law enforcement/community dialogue takes place.
- Changes in policies at the Lead Agency level to reflect procedural justice principles.

In an evidence-based practice approach, outcome evaluations must include not only the measures but also analysis of the extent to which the measured results can be attributed to the program rather than to coincidence or alternative explanations.

Evidence-Based Practice: The National Institute of Corrections (2009) describes evidence-based practice as follows:

“Evidence-based practice is the objective, balanced and responsible use of current research and the best available data to guide policy and practice decisions, such that outcomes for consumers are improved. In the case of corrections, consumers include offenders, victims and survivors, communities, and other key stakeholders. Used originally in the health care and social science fields, evidence-based practice focuses on approaches demonstrated to be effective through empirical research rather than through anecdote or professional experience alone.

An evidence-based approach involves an ongoing, critical review of research literature to determine what information is credible, and what policies and practices would be most effective given the best available evidence. It also involves rigorous quality assurance and evaluation to ensure that evidence-based practices are replicated with fidelity, and that new practices are evaluated to determine their effectiveness.”

Fidelity Principle: The Fidelity Principle is the extent to which a practice, program or intervention is implemented as designed; that is, in a way that adheres to the protocol of the evaluated practice or as the program was intended. Practices that are implemented with fidelity demonstrate that critical elements including the type, amount, and quality of the services are provided. Fidelity applies to practices or programs at each level in the evidence framework: Model, Promising and Innovative. Model and Promising EBP often have guidance provided on what adaptations are considered low risk. Innovative EBP may also implement the program "to fidelity" by implementing the established program as evaluated. In all programs, adaptations to the services may be made; however, it is strongly encouraged that adaptations be considered low risk adaptations. Low risk adaptations do not change how critical program elements are provided.

Gender Responsiveness: Gender responsiveness speaks to services designed with an understanding of the unique etiology of criminal behavior among women and men. Gender-responsive programming is designed to account for the unique challenges faced by females

reentering the community from custody while capitalizing on some of the characteristics that make women more amenable to programmatic success. In particular, programming that includes mental health components, supplementary services addressing female-specific topics, treatment for trauma, aftercare, childcare, and parenting classes have been linked to reductions in relapse and increases in treatment retention following release from custody.

Goals and Objectives: Goals and objectives are terms in common use; and, sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program⁶.

Examples of goal statements⁷:

- To reduce the number of serious and chronic juvenile offenders.
- To divert nonviolent juvenile offenders from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.

Objectives are defined by statements of specific, measurable aims of program activities⁸. Objectives detail the tasks that must be completed to achieve goals⁹. Descriptions of objectives in the proposals should include three elements¹⁰:

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and
- 3) Target Population– who is affected by the objective.

Examples of program objectives¹¹:

- By the end of the program, young, drug-addicted juveniles will recognize the long-term consequences of drug use.

6 Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

7 *Id.* at p. 4.

8 National Center for Justice Planning. Overview of Strategic Planning. *Where Do We Want to Be? Goals and Objectives*. Retrieved from <http://ncjp.org/strategic-planning/overview/where-do-we-want-be/goals-objectives>.

9 *Id.*; see *supra* fn 1.

10 Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/nijec/publications/program-evaluation.pdf>.

11 *Id.*

- To place eligible juveniles in an intensive supervision program within two weeks of adjudication to ensure offender accountability and community safety.
- To ensure that juvenile offenders carry out all of the terms of the mediation agreements they have worked out with their victims by program completion.

Harm Reduction: Harm reduction is a set of practical strategies aimed at reducing the negative consequences associated with drug use. It is also a movement for social justice built on a belief in, and respect for, the right of people who use drugs.

Housing Models:

1. Housing First

Housing First is an approach that centers on providing homeless people with housing quickly and then providing services as needed. What differentiates a Housing First approach from other strategies is that there is an immediate and primary focus on helping individuals and families quickly access and sustain permanent housing. This approach has the benefit of being consistent with what most people experiencing homelessness want and seek help to achieve. Housing First programs share critical elements:

- There is a focus on helping individuals and families access and sustain rental housing *as quickly as possible and the housing is not time-limited*;
- A variety of services are delivered primarily following a housing placement to promote housing stability and individual well-being;
- Such services are time-limited or long-term depending upon individual need; and
- Housing is not contingent on compliance with services – instead, participants must comply with a standard lease agreement and are provided with the services and supports that are necessary to help them do so successfully.

(Source: National Alliance to End Homelessness.)

2. Permanent Supportive Housing

Supportive housing is an evidence-based housing intervention that combines non-time-limited affordable housing assistance with wrap-around supportive services for people experiencing homelessness, as well as other people with disabilities. Research has proven that supportive housing is a cost-effective solution to homelessness, particularly for people experiencing chronic homelessness. Study after study has shown that supportive housing not only resolves homelessness and increases housing stability, but also improves health and lowers public costs by reducing the use of publicly funded crisis services, including shelters, hospitals, psychiatric centers, jails, and prisons.

(Source: U.S. Interagency Council on Homelessness.)

3. Rapid Rehousing

Rapid re-housing is an intervention designed to help individuals and families quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions — like employment, income, absence of criminal record, or

sobriety — and the resources and services provided are tailored to the unique needs of the household.

Rapid re-housing has the following core components:

a. Housing Identification

- Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
- Address potential barriers to landlord participation such as concern about short term nature of rental assistance and tenant qualifications.
- Assist households to find and secure appropriate rental housing.

b. Rent and Move-In Assistance

- Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.

c. Rapid Re-Housing Case Management and Services

- Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
- Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
- Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
- Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
- Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
- Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment, and community-based services (if needed and appropriate), so that they can sustain rent payments independently when rental assistance ends.
- Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.

(Source: U.S. Interagency Council on Homelessness.)

4. Transitional Housing

Transitional Housing: a project that is designed to provide housing and appropriate supportive services to homeless persons to facilitate movement to independent living.

The housing is short-term, typically less than 24 months. In addition to providing safe housing for those in need, other services are available to help participants become self-sufficient. (Source: U.S. Department of Housing and Urban Development.)

5. Sober Living Homes

A supportive alcohol and drug free living environment for individuals attempting to maintain abstinence from alcohol or drugs in their life. Such programs do not mandate treatment but strongly encourage participation in 12-step support groups. These group living environments offer transitional space for people living incarceration, formal addiction treatment centers or other residential placement. They typically employ house rules which may include curfews, house chores or duties and other rules related to conduct. The participant is generally responsible for their rent and encouraged to work and engage in all other normal life functions from within a peer-supported environment.

Length of Service: Length of service refers to the average number of weeks that an individual would need to participate in the program for completion of the service. This should be based on the risk and need levels of the participant to be served and the activities that will be administered throughout the duration of the program. Please also see Service Intensity and Service Dosage below.

Logic Model: A logic model is a graphic representation of the theory of change that illustrates the linkages among program resources, activities, outputs, audiences and short-, intermediate- and long-term outcomes related to a specific problem or situation. A logic model synthesizes the main program elements into a picture of how the program is supposed to work. It makes explicit the sequence of events that are presumed to bring about change. Often this logic is displayed in a flow-chart, map, or table to portray the sequence of steps leading to program results.

Creating a logic model allows stakeholders to improve and focus program direction. It reveals assumptions about conditions for program effectiveness and provides a frame of reference for one or more evaluations of the program. A detailed logic model can also be a basis for estimating the program's effect on endpoints that are not directly measured. For example, it may be possible to estimate the rate of reduction in disease from a known number of persons experiencing the intervention if there is prior knowledge about its effectiveness.

Logic model elements include:

- **Target Population:** Who the program is seeking to serve
- **Inputs:** Resources necessary for program implementation
- **Activities:** The actual interventions that the program implements to achieve health outcomes
- **Outputs:** Direct products obtained as a result of program activities
- **Outcomes (initial, intermediate, long-term):** The changes, impacts, or results of program implementation (activities and outputs). It is *theories of change* that allow researchers/evaluators to hypothesize that a program's intermediate and long-term outcomes are a result of short-term outcomes, which are a result of the activities implemented.

Matching Resources: A resource match is defined as a “cost sharing” or “investment” in a project. Matching resources are typically stated as a percentage of the total project costs for an award. For example, a 20 percent match on a \$100,000 project would be \$20,000, where \$80,000 is provided by the funding agency and \$20,000 is provided by the recipient. It is worth noting that Federal grant awards cannot be utilized as matching resources (except where specifically allowed under the award). Further, volunteer services are allowed and must be documented and claimed in the same classification as employees.

Motivational Interviewing: Motivational interviewing is a client-centered, directive method designed to enhance client motivation for behavior change. MI focuses on exploring and resolving ambivalence by increasing intrinsic motivation to change and can be used by itself or in combination with other interventions.

Needs Principle: The Needs Principle directs intervention resources to address primarily those areas which are directly linked to criminal behavior. While individuals have a variety of needs, not all have an equal impact on their risk to reoffend. Primary criminogenic needs include: a history of antisocial behavior; anti-social personality pattern; antisocial/pro-criminal attitudes, values, and thinking; and pro-criminal associates. Secondary criminogenic needs include family dysfunction; low levels of educational and vocational achievement; low levels of prosocial activities; and abuse of alcohol and/or drugs. All services should target primary criminogenic needs as well as any other areas addressed.

Population Tiers: The following tiers have been established among the justice involved population to identify the circumstances that best reflect the individual’s more recent interaction with the criminal justice system. Nine tiers have been established and include:

1. Currently on AB109 Probation in Contra Costa County
2. Currently on felony Probation in Contra Costa County
3. Has spent at least 30 days in any jail/prison and was released in the last 3 years
4. Has criminal charges pending and is currently awaiting trial
5. Currently on informal/court probation
6. Has been convicted of felonies and is in a special (drug, behavioral, domestic violence) court program
7. Currently on parole
8. Currently in jail or prison
9. None of the above.

Recidivism: Recidivism is defined as conviction of a new felony or misdemeanor committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction.¹²

¹² Cal. Penal Code § 6046.2(d)). “Committed” refers to the date of offense, not the date of conviction.

Responsivity Principle: The Responsivity Principle requires that service delivery match specific characteristics of individuals in order for them to benefit. Independent of the type of service being delivered, evidence shows that the criminal justice population most benefits from services that are cognitive and behavioral in nature. That is, services should identify and address anti-social thinking and build pro-social skills through extensive behavioral practice. Responsivity also includes the consideration of culture, gender, motivational stages, and learning styles, and logistical considerations and community functioning, such as transportation, housing, food, or behavioral and physical health. While these factors are not themselves criminogenic, they should be addressed to the extent that they create barriers to an individual's ability to receive services.

The criminal justice population includes many individuals still at a pre-contemplative stage with regard to treatment and change. Responsivity requires that service providers develop competency in meeting clients at any stage of readiness for change, enhancing intrinsic motivation and raising awareness of and capacity for change. Service providers are expected to show the willingness and ability to respond immediately to client-determined needs and goals, to work flexibly under the service hub framework to provide coordinated services across providers, and to provide field-based services in the community as needed to reduce barriers to service engagement.

Restorative Practices: Restorative practices are processes that proactively build healthy relationships and a sense of community to prevent and address conflict and wrongdoing while respecting the dignity and equality of each person. Restorative practices build understanding and promote social harmony through healing; provide an opportunity for participants to obtain reparation and feel safer; allow those who have committed wrongdoing to gain insight into the causes and effects of their behavior and to take responsibility in a meaningful way; and, enable communities to understand the underlying causes of wrongdoing, to promote community well-being and to prevent crime.

Risk Principle: The Risk Principle is the prioritization of supervision and treatment services for individuals at higher risk of re-offending. Shifting resources to these individuals results in much greater gains in public safety, while targeting those with lower risk factors can actually increase their likelihood of recidivism. By focusing on individuals with high risk factors, programs are able to address multiple criminogenic areas with greater intensity, thus resulting in greater impact on behavior.

Service Dosage: Similar to service intensity, determining dosage of service should be based on the risk and need levels of the participant to be served and the activities that will be administered throughout the duration of the program. For example, if the program's activities require participation by clients on an individual basis and a participant is determined to be of moderate risk and high need that your program is structured to meet, then the dosage will account for the overall total number of hours per client throughout the duration of the client's participation in the program. Please also see Service Intensity below.

Service Intensity: Determining service intensity should be based on the risk and need levels of the participant to be served and the activities that will be administered throughout the duration of the program. For example, if the program’s activities require participation by clients on an individual basis and the participant is determined to be of moderate risk and high level of need that your proposed program is structured to meet, then service intensity will account for the number of service hours per week per client to adequately address the participant’s need level. Please also see Length of Service above.

Theory of Change: A theory of change, as it relates to a logic model, is a narrative that describes the rationale for the expected links between program strategies, resources, activities, and outcomes. It explains how and why activities are expected to lead to outcomes in the particular order depicted.

Trauma-Informed Care:¹³ Trauma-informed care incorporates a broad array of practices that avoid re-triggering of traumatic responses, as well as a systematic ability to appropriately distinguish trauma responses from program non-compliance. According to the Substance Abuse and Mental Health Services Administration, “A program, organization, or system that is trauma-informed:

- Realizes the widespread impact of trauma and understands potential paths for recovery;
- Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- Seeks to actively resist re-traumatization

The Substance Abuse and Mental Health Services Administration’s (SAMHSA’s) concept of trauma-informed care is guided by six key principles:

- Safety
- Trustworthiness and transparency
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice
- Cultural, historical, and gender issues.

13 Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services. *Trauma-informed Approach and Trauma-Specific Interventions*. Retrieved July 22, 2016, from <http://www.samhsa.gov/nctic/trauma-interventions>

Respondent Checklist

Each respondent must submit a response with documents as described (unless otherwise noted) in the order listed here from top to bottom. Duplicate enclosed forms as necessary.

- A. Response Cover Statement (Form #1)** attached as cover sheet to response.
- B. Table of Contents**
- C. Program Narrative**
- D. Program Logic Model**
- E. Results First Clearinghouse Evidence-Based Program Rating & Summary**
- F. Acknowledgement of Program Performance Evaluation**
- G. Project Timeline**
- H. Budget Narrative**
- I. List of Agency Board of Directors (Form #2)**
- J. Agency Organizational Chart** indicating how proposed project relates with other agency projects and programs.
- K. Job Descriptions and Resumes** of Executive Director and key program staff
- L. Additional Supporting Documentation**
- M. Bidder's Statement of Qualifications (Form #3)**, completed and signed by Agency Executive Director and President of Agency Board of Directors. (*Form #3 with original signatures must accompany original response.*)
- N. Bidder's Contracts and Grants (Form #4)**, completed and signed by the Agency Executive Director and the President of the Board of Directors. (*Form #4 with original signatures must accompany original response.*)
- O. Fiscal Attachments**

Acknowledgement of Program Performance Evaluation

To be selected by the County to provide reentry services, the Successful Responder must show an ability to begin the provision of the services, as described, within 60 days of the effective date of the resulting contract. In addition, the Successful Responder must participate in the following activities:

(1) Data Collection and Management

Contractor shall utilize the data system provided by the County to track and report information on program operations, share client information with partners, and coordinate the delivery of services to Clients. In collaboration with the ORJ, the Contractor shall develop a data collection and evaluation plan to measure programmatic and process outcomes, and assess fidelity and program performance. Contractor shall be responsible for complying with all laws related to gathering and sharing of personal information and ensure clients' privacy rights are protected.

(2) Reporting

Contractor shall prepare and submit to the County reports on Contractor's performance and process outcomes at intervals to be determined by the County. These reports will at least provide updates on progress against Contract objectives, data related to service delivery, information concerning partnership development as well as local data to better understand program performance and fidelity to the proposed evidence-based program within the County. Each report must be submitted on the last day of the month that follows the end of a reporting period.

(3) Contract Monitoring and Evaluation

The ORJ will actively monitor all services provided as a part of any Contract that results from this RFP process. Contractor shall participate in regular monitoring visits, conducted by the ORJ, to the sites where services are provided. The purpose of these visits is not only to build relationships but to assess progress towards performance goals, identify issues, and solve problems early on.

At a minimum, contractors will be expected to:

- a. Perform all services without material deviation from an agreed-upon Service Plan.
- b. Complete progress report in a form required by the County.
- c. Maintain adequate records of service provision to document compliance with Service Plan.
- d. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The ORJ will:

- a. Have discretion to be part of the monitoring of any subcontracts written by and entered into by the Contractor that utilizes funds awarded through this solicitation.
- b. Provide information to contractors concerning additional State or County data requirements not provided here or in the resulting contract.
- c. Provide the Contractor with any forms or further direction needed to comply with the terms of an agreed upon Service Plan.

Name: _____

Date: _____

Signature: _____

Executive Director

Name: _____

Signature: _____

Board President

Date: _____

Results First Clearinghouse Evidence-Based Program Rating & Summary

This form is intended to provide a brief summary of the evidence surrounding the program proposed and should not exceed 2 pages.

<u>PROGRAM SPECIFIC DETAILS:</u> Please draw from the Results First Clearinghouse database page(s) for the proposed EBP to complete this section of the form.		
EBP Program Name:		
Specific Clearinghouse:		
Clearinghouse rating: Please select ONLY one rating level	<input type="checkbox"/> Model <input type="checkbox"/> Promising	<i>Please see Section 3, page 15, for definitions surrounding level of evidence criteria.</i>
<u>Settings:</u>		
<u>Ages:</u>		
<u>Target populations:</u>		
<u>Expected outcome measures:</u>		
<u>AGENCY DETAILS:</u> In light of the above program evidence, please <i>briefly</i> address the below questions.		
How will you evaluate whether the outcome measures expected are achieved?	(Please limit your response to 150 words)	
How will you ensure that the program has been implemented to fidelity?	(Please limit your response to 150 words)	
What adaptations from the Clearinghouse programmatic description on implementation, population, and staff, do you plan to include in your proposed service delivery?	(Please limit your response to 150 words)	

Example Logic Model: County Intimate Partner Violence (IPV) Pilot Project

Situation: Reduce recidivism among persons convicted of IPV charges. By using risk-based decision making to determine the dosage of DV treatment, county is developing more cost-effective solutions that should increase client success, reduce IPV and show difference in low-risk client outcomes compared to previous dosage, as well as to higher risk IPV clients. This approach is designed to be risk-need responsive in that those deemed low risk receive lower dosage batterer intervention program (BIP) as well as lower dosage supervision.

<u>Target Population</u>	<u>Inputs/Resources</u> →	<u>Activities</u>	<u>Outputs</u> →	<u>Outcomes</u>
<ul style="list-style-type: none"> • Those convicted of 1203.098 charges • Low static Risk LS-CMI/ ODARA Clients • Medium/HR IPV Clients 	<p>---- County----</p> <ul style="list-style-type: none"> • Investigating Officers to assess and write reports • Probation officer’s supervision of offender post-disposition • Victim services and engagement by supervising DPOs • Funding for provider training on curriculum • Probation Staff certification and BIP oversight <p>---Providers----</p> <ul style="list-style-type: none"> • Open Group with trained facilitators • Standardized curriculum used 	<ul style="list-style-type: none"> • # of probationers assessed using LS-CMI (by score) by INV officer • # of probationers assessed using ODARA (by score) • # of pre-sentence/pre-plea reports • # of probationers ordered to 26-week program • # of victims contacted for feedback via victim survey • # of program reviews completed with IPV stakeholders • # of referrals to other programs as determined by criminogenic need • # of probationers referred to BIP • # of probationers who complete a post-program evaluation 	<ul style="list-style-type: none"> • # of probationers attending orientation within 14 days of referral • # of Probationers attending Intake Assessment [including pre-test & Readiness to Change] with Provider • # of Probationers successfully completing IPV program in allocated timeframe • # of victims reporting improvement in sense of peacefulness • # of program reviews completed with a passing grade for credential • # of ancillary program completions for criminogenic needs 	<p>-- SAFETY --</p> <ul style="list-style-type: none"> • New conviction, any charge AND new IPV charge, at end of BIP program regardless of program outcome • New conviction, any charge AND new IPV charge, year from end of BIP program • Restraining Order violations per a new Probation violation filed during program • Restraining Order violations per a new Probation violation filed within 1 year of program completion <p>-- HEALTH AND WELLNESS --</p> <ul style="list-style-type: none"> • Reduction in criminogenic needs around drug or substance abuse • Completion of referred substance abuse program

LOGIC MODEL TEMPLATE

Instructions: Please provide a program logic model describing the linkages between the program targeted population, resources, activities, outputs, and initial, intermediate- and long-term outcomes related to the proposed service’s overall goals/objectives. This logic model should detail how the program will operate and make explicit the sequence of events that are presumed to bring about change associated with the program’s outcomes. (This logic model template will not count toward page limit for the Project Narrative Section.)

Program/Initiative/Project Name: _____

Target Population	Inputs or Resources	Activities	Outputs	Outcomes
(who the program is for)	(what is invested)	(program events or strategies, what is done)	(products of activities, results of the activities)	(these can be short, intermediate and long term)

FORM #1

RESPONSE COVER SHEET

Applicant
Organization: _____

Business
Address: _____

Phone: _____ Email: _____ Year Organization Founded _____

Contact Person & Title _____

501(c)3 yes Exemption Expiration Date
 no Other (explain): _____

Federal Employer Number:

List Collaborative Partners, if applicable:

We submit the attached response and attachments in response to Contra Costa County’s Request for Proposals #2204-561, and declare that:

If the Board of Supervisors of Contra Costa County accepts this response, we will enter into a standard contract with Contra Costa County to provide all work specified herein as proposed or in accordance with modifications required by Contra Costa County. Funds obtained through this contract will not be used for other programs operated by the bidder/contractor unless stipulated within the response and accepted by the County.

Authorized representatives: (two signatures required)

Name: _____ Date: _____

Signature: _____
Executive Director

Name: _____

Signature: _____ Date: _____
Board President

This form must accompany the response package when submitted. Only one copy with original signatures is required.

FORM #2

CURRENT BOARD OF DIRECTORS

1. Number of Board members required by agency's bylaws: _____
2. Number of members on current Board: _____
3. When and how often does the Board meet: _____
4. List current Board members below (or attach Board List in this format):

<u>Name of Member</u>	<u>City of Residence</u>	<u>Occupation/Affiliation</u>	<u>Board Position</u>
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5. Describe key roles and responsibilities of the Board:

FORM #3

BIDDER'S STATEMENT OF PROPOSALS

1. List any licenses or certifications held by the agency, with expiration dates.

2 (a) Who administers your agency's fiscal system?

Name: _____

Phone: _____

Title: _____

Work Schedule: _____

(b) What CPA firm maintains or reviews the agency's financial records and annual audit, if applicable?

Name: _____

Phone: _____ Address: _____

3. Number of years bidder operated under the present business name. _____
List related prior business names, if any, and timeframe for each.

4. Number of years bidder has provided the services described in this response or related services.

5. Has bidder failed or refused to complete any contract? Yes No
If yes, briefly explain:

6. Is there any past, present, or pending litigation in connection with contracts for services involving the bidder or any principal officer of the agency? Yes No
If yes, briefly explain.

FORM #3, Cont.

7. Does bidder have a controlling interest in any other firm(s)? Yes No
If yes, please list below.

8. Does bidder have commitments or potential commitments that may impact assets, lines of credit or otherwise affect agency's ability to fulfill this RFP? Yes No
If yes, specify below.

Bidder attests, under penalty of perjury, that all information provided herein is complete and accurate. Bidder agrees to provide to County other information the County may request as necessary for an accurate determination of bidder's qualifications to perform proposed services.

Name and Title
(Executive Director) _____
Date

Name and Title
(Board President) _____
Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

FORM #4

CONTRACTS AND GRANTS

1. List current contracts and subcontracts including government contracts and/or grants:

<u>Contact Name/Phone # of Contractor/Grantor</u>	<u>Services Provided Under Contract</u>	<u>Contract Dates</u>
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2. List key contracts/grants completed in the last five years, including government contracts/grants:

3. Bidder agrees to allow County to contact contractors for information relative to bidder's performance. **(Sign below)**

_____	_____
Name and Title (Executive Director)	Date

_____	_____
Name and Title (Board President)	Date

Note: When more than one agency will collaborate in providing services(s), each agency involved must complete this form.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives,

the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements**. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

5. **Termination and Cancellation**.
 - a. **Written Notice**. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

 - b. **Failure to Perform**. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

 - c. **Cessation of Funding**. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement**. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures**. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No

written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

- a. **General Amendments.** In the event that the total Payment Limit of this Contract is less than \$100,000 and this Contract was executed by the County's Purchasing Agent, this Contract may be modified or amended by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the total Payment Limit of this Contract exceeds \$100,000 or this Contract was initially approved by the Board of Supervisors, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
- b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties, or between County and any Contractor employee, of agent, servant, employee, partnership, joint venture, or association. Neither Contractor, nor any of its employees, is a County employee. This Contract does not give Contractor, or any of its employees, any right to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts

of interest. Contractor warrants that it has not provided, attempted to provide, or offered to provide any money, gift, gratuity, thing of value, or compensation of any kind to obtain this Contract.

16. **Confidentiality**. To the extent allowed under the California Public Records Act, Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that no person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services**. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.

18. **Indemnification**. Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance**. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability policies as required herein no later than the effective date of this Contract. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000.
 - b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.
 - c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
 - d. **Additional Insurance Provisions.** No later than five days after Contractor's receipt of: (i) a notice of cancellation, a notice of an intention to cancel, or a notice of a lapse in any of Contractor's insurance coverage required by this Contract; or (ii) a notice of a material change to Contractor's insurance coverage required by this Contract, Contractor will provide Department a copy of such notice of cancellation, notice of intention to cancel, notice of lapse of coverage, or notice of material change. Contractor's failure to provide Department the notice as required by the preceding sentence is a default under this Contract.
20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails

or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights, Rights in Data, and Works Made for Hire.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Agreement, without County's prior express written consent. If any of the works made for hire is subject to copyright protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works. If any works made for hire are copyrighted, County reserves a

royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.**

- a. If Contractor expends \$750,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Code of Federal Regulations, Title 2, Part 200, Subpart F.
- b. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, but the grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements.
- c. If Contractor expends less than \$750,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year except as required by Code of Federal Regulations, Title 2, Part 200, Subpart F. Contractor shall make its records available for, and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office, the pass-through entity and/or the County. If an audit is required, Contractor must provide County with the audit.
- d. With respect to the audits specified in sections (a), (b) and (c) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



June 20, 2022

RFP #2204 – 561 Lao Family Community Development for the AB 109 Evidence-Based Reentry Housing Program
Review Panel Contract Award Recommendation

Upon completion of the RFP response evaluation process, the Review Panel recommends the Board of Supervisors award a contract for up to \$1,310,160 for fiscal year 2022-2023 to Lao Family Community Development for the implementation of an evidence-based reentry housing program with a projected total amount of \$4,049,574 for three (3) years beginning July 1, 2022.

The Review Panel consisted of three individuals who are stakeholders and community representatives in housing and homeless services as well as reentry and justice fields, and were drawn from the following organizations:

- Contra Costa County Office of the Public Defender
- Probation Department's Office of Reentry & Justice
- The Multi-Faith ACTION Coalition of Contra Costa County

All members of the panel provided signed Impartiality Statements and Conflict of Interest forms verifying that they have no conflicts of interest with regard to the applicants being reviewed.

A final recommendation and approval on the contract award by the Board of Supervisors will be scheduled for future meeting in June – July, 2022.

The Office of Reentry & Justice recognizes and appreciates the service of the Review Panel members, and thanks all responders for their interest in contracting with Contra Costa County.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrice Guillory".

Patrice Guillory
Director, Office of Reentry and Justice
CCC Probation Department

cc: Board of Supervisors
Monica Nino, County Administrator
Esa Ehmen-Krause, Chief Probation Officer
Community Corrections Partnership, Executive Committee
Karl Sung, Deputy County Counsel

AB 109 Evidence-Based Reentry Housing Program, RFP #2204-561

APPLICANT

Name: Allen Temple

Program elements (maximum score of 100)				PANEL
I. Response Cover Statement (Form #1) & Table of Contents (required but not weighted)	N/A	N/A	N/A	
Reentry Housing Program Description: The extent to which the program services description aligns to the logic model and describes the measurable: inputs, services and activities; process and performance measures and outputs; and short, medium and long-term outcomes. (0-20)				14.5
1. Are services and activities quantified and clearly described? (4)	3	3	3	3
2. Are the proposed services responsive to the target population? (4)	4	4	4	4
3. Are the program implementation and performance outcome measures appropriate to determine the impact of the program? (4)	2.5	2.5	2.5	2.5
4. Are specific strategies for obtaining and maintaining client engagement clearly described? (4)	2	2	2	2
5. Does the service description discuss how RNR factors will be addressed? (4)	3	3	3	3
Evidence-Based Program: Demonstration of Evidence (0-20)				8.3
1. To what extent does the research base confirm the effectiveness of the proposed services? (7)	3	2	1	2
2. Is assessment of program implementation to fidelity clearly documented? (7)	3	4	3	3.3
3. Are any adaptations to the research evidence clearly described and limited to low-risk adaptations? (6)	3	3	3	3
Performance Measures & Deliverables (0-25)				14.7
1. To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program? (5)	2	2	2	2
2. To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement? (5)	3	3	3	3
3. How well does the program logic model convey the relationship between program requirements (inputs), the proposed activities (outputs), and the end results of the project (outcomes)? (5)	3	3	3	3
4. How well does the applicant identify potential obstacles for tracking and reporting of performance measures and deliverables, and how those obstacles will be addressed and mitigated? (5)	4	4	4	4
5. To what extent does the organization have the <u>technical</u> capacity to collect, track, analyze and report on outputs and outcome(s)? (5)	3	2	3	2.7
Multi-Disciplinary Collaboration: Articulation between your organization's proposed services and the overall Reentry Services delivery model. (0-10)				7.5
1. To what extent do the proposed service(s) align and integrate with the County's Reentry Services delivery model? (5)	4	4	4	4
2. Are strategies for interagency communications and coordination clearly described? (5)	3.5	3.5	3.5	3.5
Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services. (0-20)				13.8
1. Does the applicant clearly describe a history of successful service delivery to high-risk individuals in the criminal justice population? (4)	3	3	3	3
2. Does the applicant have a history of successful interagency collaboration with criminal justice and other social service providers? (4)	3	3	3	3
3. Does the applicant indicate a history of local detention facility clearance? (4)	2	2	2	2
4. What is the extent to which staff are qualified and adequately trained to provide effective reentry services as identified by staffing proficiencies? (4)	3	3	3	3
5. Does organizational leadership clearly demonstrate a commitment to and have a history of service deliver with the program scope of work? (4)	2.5	3	3	2.8
Budget (0-5)				
1. The budget request and total budget is reasonable and is sufficient to achieve the proposed outcomes. (5)	4	4	4	4
OVERALL PROPOSAL SCORE		0	0	62.8

<p>Preferential Points for Matching Resources: Existing or potential resources are provided to supplement funding. Points equaling up to 5% of the applicants total score will be added to the applicant's total score. The addition of these preferential points will make up the applicant's final score.</p> <ul style="list-style-type: none"> To what extent are matching resources identified that will expand capacity or continue services without duplicating existing efforts? (up to 5%) 	2	2	2	2
IV. Organizational Chart (required but not weighted)	N/A	N/A	N/A	N/A
V. Résumés (required but not weighted)	N/A	N/A	N/A	N/A
VI. Timeline (required but not weighted)	N/A	N/A	N/A	N/A
VII. Additional Supporting Documentation (required but not weighted)	N/A	N/A	N/A	N/A

64.8

REVIEWER COMMENTS: Please identify any strengths and weaknesses in the application as well as any outstanding questions you may have relating to the content of the proposal that may impact your scoring. Reviewer comments are required for final submission of rating.

AB 109 Evidence-Based Reentry Housing Program, RFP #2204-561

APPLICANT

Name: Lao Family Community Development

Program elements (maximum score of 100)				PANEL
I. Response Cover Statement (Form #1) & Table of Contents (required but not weighted)	N/A	N/A	N/A	
Reentry Housing Program Description: The extent to which the program services description aligns to the logic model and describes the measurable: inputs, services and activities; process and performance measures and outputs; and short, medium and long-term outcomes. (0-20)				19.1
1. Are services and activities quantified and clearly described? (4)	4	3.5	4	3.8
2. Are the proposed services responsive to the target population? (4)	4	4	4	4
3. Are the program implementation and performance outcome measures appropriate to determine the impact of the program? (4)	4	4	4	4
4. Are specific strategies for obtaining and maintaining client engagement clearly described? (4)	4	3.5	4	3.8
5. Does the service description discuss how RNR factors will be addressed? (4)	4	3.5	3	3.5
Evidence-Based Program: Demonstration of Evidence (0-20)				15
1. To what extent does the research base confirm the effectiveness of the proposed services? (7)	5	5	5	5
2. Is assessment of program implementation to fidelity clearly documented? (7)	5	5.5	6	5.5
3. Are any adaptations to the research evidence clearly described and limited to low-risk adaptations? (6)	4	5	4.5	4.5
Performance Measures & Deliverables (0-25)				19.7
1. To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program? (5)	5	4	5	4.6
2. To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement? (5)	5	4.5	5	4.8
3. How well does the program logic model convey the relationship between program requirements (inputs), the proposed activities (outputs), and the end results of the project (outcomes)? (5)	4	4	3.5	3.8
4. How well does the applicant identify potential obstacles for tracking and reporting of performance measures and deliverables, and how those obstacles will be addressed and mitigated? (5)	2	2	2	2
5. To what extent does the organization have the <u>technical</u> capacity to collect, track, analyze and report on outputs and outcome(s)? (5)	4.5	4.5	4.5	4.5
Multi-Disciplinary Collaboration: Articulation between your organization's proposed services and the overall Reentry Services delivery model. (0-10)				7.2
1. To what extent do the proposed service(s) align and integrate with the County's Reentry Services delivery model? (5)	4	4	4.5	4.2
2. Are strategies for interagency communications and coordination clearly described? (5)	3	3	3	3
Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services. (0-20)				18
1. Does the applicant clearly describe a history of successful service delivery to high-risk individuals in the criminal justice population? (4)	4	4	4	4
2. Does the applicant have a history of successful interagency collaboration with criminal justice and other social service providers? (4)	3	3	3	3
3. Does the applicant indicate a history of local detention facility clearance? (4)	4	2	3	3
4. What is the extent to which staff are qualified and adequately trained to provide effective reentry services as identified by staffing proficiencies? (4)	4	4	4	4
5. Does organizational leadership clearly demonstrate a commitment to and have a history of service deliver with the program scope of work? (4)	4	4	4	4
Budget (0-5)				
1. The budget request and total budget is reasonable and is sufficient to achieve the proposed outcomes. (5)	5	4.5	5	4.8
OVERALL PROPOSAL SCORE				

<p>Preferential Points for Matching Resources: Existing or potential resources are provided to supplement funding. Points equaling up to 5% of the applicants total score will be added to the applicant's total score. The addition of these preferential points will make up the applicant's final score.</p> <ul style="list-style-type: none"> To what extent are matching resources identified that will expand capacity or continue services without duplicating existing efforts? (up to 5%) 	4	4	4	4
IV. Organizational Chart (required but not weighted)	N/A	N/A	N/A	N/A
V. Résumés (required but not weighted)	N/A	N/A	N/A	N/A
VI. Timeline (required but not weighted)	N/A	N/A	N/A	N/A
VII. Additional Supporting Documentation (required but not weighted)	N/A	N/A	N/A	N/A

87.8

REVIEWER COMMENTS: Please identify any strengths and weaknesses in the application as well as any outstanding questions you may have relating to the content of the proposal that may impact your scoring. Reviewer comments are required for final submission of rating.

AB 109 Evidence-Based Reentry Housing Program, RFP #2204-561

APPLICANT

Name: Shelter Inc.

Program elements (maximum score of 100)				PANEL
I. Response Cover Statement (Form #1) & Table of Contents (required but not weighted)	N/A	N/A	N/A	
Reentry Housing Program Description: The extent to which the program services description aligns to the logic model and describes the measurable: inputs, services and activities; process and performance measures and outputs; and short, medium and long-term outcomes. (0-20)				11.4
1. Are services and activities quantified and clearly described? (4)	3	3	2	2.7
2. Are the proposed services responsive to the target population? (4)	2	2	2	2
3. Are the program implementation and performance outcome measures appropriate to determine the impact of the program? (4)	3	3	2	2.7
4. Are specific strategies for obtaining and maintaining client engagement clearly described? (4)	2	2	2	2
5. Does the service description discuss how RNR factors will be addressed? (4)	2	2	2	2
Evidence-Based Program: Demonstration of Evidence (0-20)				9.1
1. To what extent does the research base confirm the effectiveness of the proposed services? (7)	4	4	3	3.7
2. Is assessment of program implementation to fidelity clearly documented? (7)	3	3	2	2.7
3. Are any adaptations to the research evidence clearly described and limited to low-risk adaptations? (6)	2.5	3	2.5	2.7
Performance Measures & Deliverables (0-25)				15.9
1. To what extent does the applicant detail existing data collection infrastructure, systems and processes to support the program? (5)	2	3	3	2.7
2. To what extent does the applicant describe its plan for program performance evaluation and continual quality improvement? (5)	3	3.5	3	3.2
3. How well does the program logic model convey the relationship between program requirements (inputs), the proposed activities (outputs), and the end results of the project (outcomes)? (5)	3.5	3.5	2	3
4. How well does the applicant identify potential obstacles for tracking and reporting of performance measures and deliverables, and how those obstacles will be addressed and mitigated? (5)	3	3	3	3
5. To what extent does the organization have the <u>technical</u> capacity to collect, track, analyze and report on outputs and outcome(s)? (5)	4	4	4	4
Multi-Disciplinary Collaboration: Articulation between your organization’s proposed services and the overall Reentry Services delivery model. (0-10)				9.8
1. To what extent do the proposed service(s) align and integrate with the County’s Reentry Services delivery model? (5)	5	5	5	5
2. Are strategies for interagency communications and coordination clearly described? (5)	4.5	5	5	4.8
Statement of Organizational Qualifications: The extent to which the applicant demonstrates capacity to deliver services. (0-20)				12.5
1. Does the applicant clearly describe a history of successful service delivery to high-risk individuals in the criminal justice population? (4)	3	3	3	3
2. Does the applicant have a history of successful interagency collaboration with criminal justice and other social service providers? (4)	4	4	4	4
3. Does the applicant indicate a history of local detention facility clearance? (4)	0	0	0	0
4. What is the extent to which staff are qualified and adequately trained to provide effective reentry services as identified by staffing proficiencies? (4)	3	2.5	2	2.5
5. Does organizational leadership clearly demonstrate a commitment to and have a history of service deliver with the program scope of work? (4)	3	3	3	3
Budget (0-5)				
1. The budget request and total budget is reasonable and is sufficient to achieve the proposed outcomes. (5)	3	3	3	3
OVERALL PROPOSAL SCORE				61.7

61.7

<p>Preferential Points for Matching Resources: Existing or potential resources are provided to supplement funding. Points equaling up to 5% of the applicants total score will be added to the applicant's total score. The addition of these preferential points will make up the applicant's final score.</p> <ul style="list-style-type: none"> • To what extent are matching resources identified that will expand capacity or continue services without duplicating existing efforts? (up to 5%) 	0	0	0	0
IV. Organizational Chart (required but not weighted)	N/A	N/A	N/A	N/A
V. Résumés (required but not weighted)	N/A	N/A	N/A	N/A
VI. Timeline (required but not weighted)	N/A	N/A	N/A	N/A
VII. Additional Supporting Documentation (required but not weighted)	N/A	N/A	N/A	N/A

REVIEWER COMMENTS: Please identify any strengths and weaknesses in the application as well as any outstanding questions you may have relating to the content of the proposal that may impact your scoring. Reviewer comments are required for final submission of rating.

1. Please describe the types of housing services your agency currently provides for individuals returning to east Contra Costa County.

Allen Community Development Corporation (Allen CDC) Anvil House, and California Portsmouth Square Association (CPSA) do not currently operate any housing facilities in east Contra Costa County. The two transitional housing facilities are located in Richmond.

While our residential programs are not located in east Contra Costa County, we would be open and available to serve individuals who are homeless and returning to east Contra Costa County. Allen CDC Anvil House and CPSA will work closely with CCC Probation and the Continuum of Care agencies and other referral partners to identify individuals returning to east Contra Costa County and connect them with our transitional housing programs, where needed, and where appropriate, to meet the needs of the individual. We recognize that there is a significant lack of housing options for returning citizens throughout Contra Costa County, including in east Contra Costa County, and will work collaboratively with the County, Probation, and other service provider partners to connect individuals returning to east Contra Costa County to the vital open beds we are able to provide.

2. If your agency does not currently provide services within the region, what plan would you put in place to service this area? And what would be your estimated timeline for service start-up?

To enhance our ability to provide services for individuals returning to east Contra Costa County, Allen CDC's Anvil House and CPSA will work with CCC Probation and Continuum of Care agencies to identify those returning to east Contra Costa County in need of housing and connect them to the available beds we are able to provide.

We will work within the strategic plan of East County to facilitate appropriate referrals with a variety of governmental and nonprofits partners. This will include close coordination with Central-East County Reentry Network lead HealthRIGHT360, Housing lead Shelter, Inc., and Hope Solutions, with whom we will coordinate to serve clients in need of housing in East County. Allen CDC's Anvil House and CPSA will work together with HealthRIGHT360, Shelter, Inc., and Hope Solutions to facilitate referrals, including providing transportation to our housing programs in Richmond where needed.

We also have established relationships with Rubicon (Reentry Success Centers, Employment Services), Men & Women of Purpose (mentoring), LAO (housing), and other non-profit organizations to facilitate referrals of the individuals who are homeless that we serve (including returning citizens) to supportive services as needed based on the participant's case plan. We also maintain partnerships with nonprofit organizations to support document retrieval (SSI, GA, etc.), substance abuse counseling, and other supportive services to ensure clients have access to the services they need while reducing duplication of services.

We will support and partner with all East County Network Agencies to make and accept the appropriate referrals as necessary. Part of our intake processes includes determining if an individual is already connected to wrap-around services, and providing assessments and ongoing

case management/wrap-around services for those who are not connected to such resources. Our ultimate goal – like those of the other East County Network agencies – is to facilitate successful re-entry for the individuals we serve, including connecting them to stable housing and additional resources, such as employment supports, to help them secure and sustain permanent housing and avoid recidivism. The Anvil House has an onsite computer lab set up for virtual training, interviews, and general use to further aid clients in moving forward with stabilizing themselves.

To further support collaboration, Allen CDC and CPSA will invite all East County providers to the Anvil House collaboration meeting we will hold with public and non-profit partners, including employers, nonprofits, and training programs, to discuss the housing and employment needs of the re-entry population.

Lastly, Allen CDC and CPSA will work with East County Network service providers, as well as providers throughout the County, to connect participants to vocational training and set-up opportunities for on-the-job training (OJT) to support employment opportunities, will pursue enclaves and other wraparound modalities, and support efforts for family reunification, all as part of the continuum of services that is needed to support re-entry participants and reduce recidivism in areas with high crime and arrest rates, that include cities like, Antioch, Pittsburg, and Brentwood.

All of the above services and collaborative opportunities would be available immediately. General information: The Anvil House has 2 homes on one property. Below you will see some photos of parts of the facility that includes 2 kitchens, 4 bathrooms, 7 bedrooms, computer stations, and many other amenities.









1. Please describe the types of housing services your agency currently provides for individuals returning to east Contra Costa County.

Lao Family Community Development, Inc. (LFCD) has many years of providing housing services in east Contra Costa County. We currently place individuals in permanent housing and temporary transitional housing. On average, we receive 15 housing inquiries per week from walk-in clients in our San Pablo office. Approximately 45% of these clients are assisted with housing placement in east Contra Costa County.

Our current AB109 program participants were assisted with obtaining and maintaining housing with private landlords in east Contra Costa County – 5 participants in Antioch, 5 participants Brentwood, and 2 participants in Pittsburg.

In addition, we have helped over 25 households per year for the last 10 years in east and central Contra Costa County through our Prevention and Early Intervention (PEI) funding through Contra Costa County. In 2021, this program assisted 40 participants with their housing needs. In general, our experience has showed us that approximately 30% to 40% of the participants suffer from housing and job instability contributing to mental health issues which includes a lot stress due to job loss and landlords who could not accept their housing vouchers.

Although originally centered on populations in West Contra Costa County, by the third year the program expanded to include families in Pittsburg, Antioch, Bay Point, and Brentwood. By the fourth year of the program, LFCD partnered with the San Ramon Interfaith Council and members of the Interfaith Council of Contra Costa to provide outreach and presentations at churches in Pleasant Hill, San Ramon, and Danville to help find housing in these communities by searching for individuals with an extra room, guest house, apartment over the garage, roommate opportunity, etc.

Through CSBG, CARES Act, and the Asian Pacific Fund; LFCD has assisted Contra Costa County residents with securing housing in Pittsburg, Bay Point, Oakley, Pacheco, Concord, Walnut Creek and Lafayette during the Covid crisis by providing urgent housing stability and utility bill assistance.

In the last two years, LFCD formed a relationship with the Cambridge Management Company which is a management rental company with 300 units of their 3,500 units of housing in Walnut Creek and Lafayette. LFCD has

introduced this company to other nonprofit organizations in the area to assist with providing housing needs for vulnerable populations.

LFCD has long standing partnerships with Monument Impact in Concord, Jewish Family Services in Walnut Creek, SparkPoint in Bay Point, Putnam House in Concord, etc. LFCD has sponsored outreach events, peer support and strengthening family workshops at Contra Costa County hotels (through our relationship with the Asian American Hotel Owners Association (AAHOA)) Las Montanas markets, local parks, etc. Through our relationship with AAHOA, we have been able to provide emergency housing for individuals and families with mental health issues in Contra Costa County at independently, local hotels for the last 8 years. LFCD has leveraged our relationships with many AAHOA members who have apartment complexes to help find housing for our customers in east and central Contra Costa County.

2. If your agency does not currently provide services within the region, what plan would you put in place to service this area? And what would be your estimated timeline for service start-up?

Since we already provide services in the area, we are ready to provide service within the first quarter of the grant period.

1. Please describe the types of housing services your agency currently provides for individuals returning to east Contra Costa County.

SHELTER, Inc. has provided housing services in Contra Costa County since our founding in 1986. Services currently offered by SHELTER, Inc. to individuals returning to all areas of Contra Costa County – including those returning to East Contra Costa – include:

- Tenant-Based Rental Assistance (TBRA): Financial rental assistance provided in a step-down assistance model. The term of the subsidy is generally six to twelve months, tapering off as participants become more self-sufficient. This step-down model allows participants to quickly move into housing while also saving money to help maintain housing in the long term.
- Sober Living Environments (SLE): SHELTER, Inc. partners with SLE's in Contra Costa County to help participants struggling with substance use disorders find a stable place to recover and thrive after returning from incarceration. Financial assistance for SLE participants is also provided in a step-down model, wherein SHELTER, Inc. pays a decreasing portion of a participant's SLE fees each month.
- Hotels: SHELTER, Inc. provides short-term hotel stays for some reentry participants in order to quickly move them into a safe environment while they work with our housing navigation team to find permanent housing. These temporary hotel stays involve a more intense level of case management (at least one meeting per week) while a participant progresses in their housing search.
- Family Reunification: Whenever possible, we seek to help participants reunify with their families or similar support systems upon their return from incarceration. In these cases, SHELTER, Inc. contributes to household bills and rent while the participant is working with his/her case manager and housing navigator to find a more permanent living situation.
- Intensive Housing-Focused Case Management: SHELTER, Inc. provides client-centered, evidence-based case management to help participants returning to Contra Costa County progress toward self-sufficiency and build the skills that will allow them to maintain permanent housing into the future.

2. If your agency does not currently provide services within the region, what plan would you put in place to service this area? And what would be your estimated timeline for service start-up?

N/A - SHELTER, Inc. currently provides housing and case management services in all parts of Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #23-655-2 with Procure America, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-655-2 with Procure America, Inc., a corporation, in an amount not to exceed \$349,685, to provide consultation and technical assistance to Health Services Department's Chief Financial Officer (CFO) with regard to cost savings for utility and telecommunication services, for the period from July 1, 2022 through May 31, 2025.

FISCAL IMPACT:

Approval of this contract will result in expenditures of up to \$349,685 over a three-year period and is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Procure America, Inc. provides consultation and technical assistance to county's CFO with regard to cost savings for utility and telecommunication services, including potential service level enhancements and cost reduction recommendations. Contractor has been providing services to the county since July 10, 2019.

In June 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #23-655, in an amount not to exceed \$100,000 to provide consultation and technical assistance for the period July 10, 2019 through May 31, 2022.

In March 2022, the County Administrator approved and the Purchasing Services Manager executed Contract Amendment Agreement #23-655-1 to increase the payment limit by \$82,787 to a new payment limit of \$182,787 with no change in the original term.

Approval of Contract #23-655-2 will allow contractor to continue to provide consultation and technical assistance services through May 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Health Services Department's CFO will not receive consultation and technical assistance to save money on utility and telecommunication services.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Patrick Godley, 925-957-5405

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Construction Contract for Deputy Workstation Replacement Project at Martinez Detention Facility and West County Detention Facility

RECOMMENDATION(S):

DETERMINE that the bid submitted by Drake Construction, LLC complied with the requirements for this project, as provided in the project specifications, and FURTHER DETERMINE that Drake Construction, LLC submitted the best responsive and responsible bid for this project.

AWARD the construction contract for the above project to Drake Construction, LLC, in the amount of \$425,000 and DIRECT that the Public Works Director, or designee, prepare the contract.

DIRECT that Drake Construction, LLC shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of \$425,000 each.

ORDER that, after the contractor has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

ORDER that, in accordance with the project specifications and upon signature of the contract by the Public Works Director, or designee, any bid bonds posted by the bidders are exonerated and any checks or cash submitted for bid security shall be returned.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Scott Bowen, (925) 315-3667

cc:

RECOMMENDATION(S): (CONT'D)

AUTHORIZE the Public Works Director, or designee, to sign any escrow agreements prepared for this project to permit the direct payment of retention into escrow or the substitution of securities for money withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to Public Contract Code Section 20142.

DELEGATE, pursuant to Public Contract Code Section 4114, to the Public Works Director, or designee, the Board's functions under Public Contract Code Section 4107 and 4110.

FISCAL IMPACT:

The total estimated construction cost will be funded by a California Board of State and Community Corrections (BSCC) grant.

BACKGROUND:

Contra Costa County Sheriff's Department Custody Services Bureau has been selected to receive grant funding from the Board of State and Community Corrections (BSCC) related to coronavirus education, mitigation and prevention. With this funding, there is \$450,000.00 allocated to purchase replacement Deputy Stations at the Martinez Detention Facility (WH371C/D) in modules A, B, C, E, Q and T and replacement of all Deputy Stations at the West County Detention Facility (WH371C/D) in Buildings 4, 5A, 5B, 6A, 6B, 7A, 7B, 8A and 8B. Currently, the Martinez Detention Facility and the West County Detention Facility are equipped with original Deputy Stations. The new upgraded Deputy Stations are to include materials designed to protect staff from transmission of Covid-19 virus and enhance inmate and staff safety by creating a physical barrier.

On November 24, 2021, the Office of the Sheriff and Public Works Department solicited the project via BidSync #2111-517.

The construction cost estimate was for \$450,000 and the general prevailing wage rates will be the minimum rates paid on this project. Bids were received and opened by the Public Works Department on December 17, 2021, and the bid results were as follows:

Bidder Base Bid

Drake Construction, LLC \$425,000

The BSCC grant is expected to fund all the construction costs associated with this work.

The Public Works Director recommends that the Board award the construction contract for this project to Drake Construction, LLC the lowest responsible and responsive bidder, in the amount of \$425,000.

CONSEQUENCE OF NEGATIVE ACTION:

If the project is not approved, the County will not be able to replace the Deputy Stations at Martinez and West County Detention Facilities.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #26-391-35 with Maxim Healthcare Staffing Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #26-391-35 with Maxim Healthcare Staffing Services, Inc., a corporation, in an amount not to exceed \$2,000,000, to provide temporary medical staffing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$2,000,000 and will be funded as budgeted by the Department in FY 2022-2023 by 100% Hospital Enterprise Fund I allocations. (Rate increase)

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the county contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The county has been using the contractor's temporary staffing services since February 2000.

On June 22, 2021, the Board of Supervisors approved Contract #26-391-33 with Maxim Healthcare Staffing Services, Inc., in an amount not to exceed \$2,000,000 to provide temporary medical staffing services for coverage of employee sick leaves, vacations and workers compensation leaves, at CCRMC and Contra Costa Health Centers for the period July 1, 2021 through June 30, 2022.

On March 8, 2022, the Board of Supervisors approved Amendment #26-391-34 with Maxim Healthcare Staffing Services, Inc., to increase the crisis rates for temporary nurse staffing services at CCRMC and Contra Costa Health Centers with no change in the payment limit of \$2,000,000 or term.

Approval of Contract #26-391-35 will allow the contractor to continue providing temporary medical staffing services through June 30, 2023. County has met its obligations with respective labor partners.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal, 925-370-5100

cc: L Walker, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not have access to contractor's temporary medical staffing services.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Approval of \$2,000,000 HOME Loan and \$200,000 HOPWA Loan and Related Legal Documents for Galindo Terrace, an Affordable Multifamily Housing Project

RECOMMENDATION(S):

In the matter of making a loan of \$2,000,000 in HOME Investment Partnership Program (HOME) and \$200,000 in Housing Opportunities for Persons with AIDS (HOPWA) funds to Galindo, L.P., a California limited partnership, for Galindo Terrace, a 62-unit affordable rental housing development in Concord:

1. FIND, as the responsible agency, that on the basis of the whole record before the County including the California Environmental Quality Act (CEQA) review prepared by the City of Concord, as the lead agency, that the development is exempt under Section 15183.3 of CEQA.
2. DIRECT the Conservation and Development Director, or designee, to file a Notice of Exemption for Galindo Terrace with the County Clerk, and pay any required fee for the filing.
3. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents, to effect the HOME and HOPWA loans.

FISCAL IMPACT:

No General Fund Impact. HOME funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). HOME CFDA #14.256.

HOPWA funds are provided to the County on a formula allocation basis through the City of Oakland, as HOPWA Grantee. HOPWA CFDA #14.241.

BACKGROUND:

On June 11, 2019, the Board of Supervisors (Board) allocated \$200,000 of HOPWA funds and on May 12, 2020, allocated \$2,000,000 of HOME funds to Resources for Community Development (RCD) for the Galindo Terrace development located at 1313 and 1321 Galindo Street in the City of Concord. RCD has formed a limited partnership, Galindo L.P., to develop and own this project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Kristin Sherk, (925) 655-2889

cc:

BACKGROUND: (CONT'D)

The purpose of the Galindo Terrace development is to increase the supply of multi-family rental housing affordable to and occupied by lower income households, including households with special needs. The new construction project will have 39 one-bedroom units, 19 two-bedroom units (including one manager's unit), and 4 three-bedroom units. Thirteen of the units will be designated as County-assisted, one of which will be reserved for persons with HIV/AIDS. Eight of the units will be affordable to households at or below 60% of the Area Median Income (AMI), 40 of the units will be affordable to households at or below 50% AMI, 13 of the units will be affordable to households at or below 30% AMI. Twelve of the units are proposed to be reserved for homeless veterans and one unit will be a HOPWA unit.

Additional financing for the development includes the State Housing and Community Development (HCD) Accelerator, a new program funded through the State to reduce the backlog of projects "stuck" in the funding pipeline to accelerate the development of housing for those most in need. The Accelerator funds are used to fill funding gaps in shovel-ready projects that have received funding under other State HCD programs and have been unable to access low-income housing tax credits. The other confirmed financing includes City of Concord, State HCD Affordable Housing and Sustainable Communities, State HCD Infrastructure and Infill Grant and a permanent private loan. Lastly, the development will utilize a State HCD No Place Like Home (NPLH) grant through a partnership with the County Health Services Department (HSD).

On December 17, 2019, the Board adopted Resolution No. 2019/660, which authorized the Health Services Director to and apply for and accept loan funds for the NPLH competitive round two. Additionally, the Board authorized the Health Services Director to (i) execute the State of California Standard Agreement as a co-applicant with an affordable housing developer in the event an award should be made to Contra Costa County, and (ii) any and all documents required, necessary or appropriate pertaining to the NPLH funds. NPLH funds will be loaned directly to RCD and secured by a deed of trust. Mental health supportive services will be covered by existing Mental Health Services Act fund allocated to the Behavioral Health Division of the Health Services Department.

The HOME and HOPWA funds will be provided in the form of a 55-year residual receipts loan. The HOME loan will have a three percent simple interest rate while the HOPWA loan will have a zero percent interest rate. There may be some payments if the project has surplus cash flow. Affordability and use restrictions are incorporated into the HOME/HOPWA loan documents. The County will have a HOME/HOPWA Regulatory Agreement with a 20-year HOME term and a 10-year HOPWA term and as well as a County Regulatory Agreement that will maintain the affordability following the expiration of the HOME term for the full 55-year term. Through this action, the DCD Director or designee is authorized to execute subordination agreements and estoppels that are consistent with the terms in the Loan Agreement.

Due to the high construction costs and limited revenue from the restricted rents, the total amount of the financing provided to the project will likely exceed the value of the completed project. Even though the proposed investment from the State HCD Accelerator funds is substantial compared to the amount of long term debt, the partnership agreement will have numerous safeguards of the project's equity. These safeguards essentially subordinate the County's debt to the State HCD Accelerator funds equity. Therefore the County's HOME and HOPWA funds may not be fully secured by the value of the property; however, HOME and HOPWA funds provided to the County in the form of a grant, are dedicated to providing affordable housing options for low-income households and the same risk would be present in any comparable project.

National Environmental Policy Act (NEPA): HOME and HOPWA projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project is complete and the required mitigation actions are included in the loan agreement. The County, as a responsible agency under CEQA, concurs with the City's CEQA determination and will file the appropriate notice with the Recorder's Office.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the HOME and HOPWA legal documents, the project will not be constructed. Galindo, L.P. must close the transaction and begin construction in August 2022, or forgo the State HCD Accelerator funds upon which the project's financing depends.

ATTACHMENTS

Galindo Terrace HOME HOPWA Regulatory Agreement

Galindo Terrace County Regulatory Agreement

Galindo Terrace Deed of Trust

Galindo Terrace Intercreditor Agreement

Galindo Terrace HOME Promissory Note

Galindo Terrace HOPWA Promissory Note

Galindo Terrace Development Loan Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

HOME/HOPWA REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(**Galindo Terrace**)

This HOME/HOPWA Regulatory Agreement and Declaration of Restrictive Covenants (the "HOME/HOPWA Regulatory Agreement") is dated July 1, 2022 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Galindo, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this HOME/HOPWA Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA program ("HOPWA Funds"). The HOPWA Funds are available to and administered by the County, as the subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Part 574.

D. Borrower owns that certain real property located at 1313 and 1321 Galindo Street, in the City of Concord, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct sixty-two (62) housing units on the Property, sixty-one (61) of which are for rental to extremely low, very low and low income households, and one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. Pursuant to a HOME and HOPWA Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Two Million Dollars (\$2,000,000) of HOME Funds (the "HOME Loan") and Two Hundred Thousand Dollars (\$200,000) of HOPWA Funds (the "HOPWA Loan") for a total loan amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "County Loan").

F. In addition to the Loan Agreement, the County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Concord, the County, and Borrower; (iii) a promissory note executed by Borrower of even date herewith in the amount of the HOME Loan and a promissory note executed by Borrower of even date herewith in the amount of the HOPWA Loan; and (iv) the County Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan (i) the HOME Funds pursuant to 24 C.F.R. 92.205 and (ii) the HOPWA Funds pursuant to 24 C.F.R.574.300.

H. The County has agreed to make the County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this HOME/HOPWA Regulatory Agreement and the County Regulatory Agreement, and in the related documents evidencing the County Loan. Thirteen (13) of the Units are restricted by the County pursuant to this HOME/HOPWA Regulatory Agreement.

I. As it applies to the HOME/HOPWA-Assisted Units this HOME/HOPWA Regulatory Agreement will be in effect for the HOME Term. The County Regulatory Agreement as it applies to the HOME/HOPWA-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of this HOME/HOPWA Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term with respect to the HOME/HOPWA-Assisted Units.

J. In consideration of receipt of the County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(d).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means, (i) with respect to the Tenant of the HOPWA-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 574.310(d)(1), and (ii) with respect to the Tenant of each HOME-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).
- (d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME regulations, such calculation must be used for the HOME-Assisted Units.
- (e) "City" means the City of Concord, California, a municipal corporation.
- (f) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (g) "County Loan" has the meaning set forth in Paragraph E of the Recitals.
- (h) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County Loan, to be recorded against the Property concurrently herewith.
- (i) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the County Loan and Borrower's performance of the Loan Documents.
- (j) "Development" has the meaning set forth in Paragraph D of the Recitals.
- (k) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).
- (l) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(m) "Extremely Low Income Rent" means one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(n) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(o) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(p) "HOME-Assisted Units" means the twelve (12) Units to be constructed on the Property that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1(b) below, and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(q) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(r) "HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(s) "HOME Term" means the term of this HOME/HOPWA Regulatory Agreement which commences as of the date of this HOME/HOPWA Regulatory Agreement, and unless sooner terminated pursuant to the terms of this HOME/HOPWA Regulatory Agreement, expires on the twenty-first (21st) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the twenty-third (23rd) anniversary of this HOME/HOPWA Regulatory Agreement.

(t) "HOME/HOPWA-Assisted Units" means the HOME-Assisted Units and HOPWA-Assisted Units.

(u) "HOME/HOPWA Regulatory Agreement" has the meaning set forth in the first paragraph of this HOME/HOPWA Regulatory Agreement.

(v) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(w) "HOPWA-Assisted Units" means the one (1) Unit to be constructed on the Property that is (i) restricted to occupancy by an Extremely Low Income Household in compliance with Section 2.1(a) below and (ii) restricted to occupancy by a HOPWA-Eligible Household during the HOPWA Term.

(x) "HOPWA-Eligible Household" means a household that (i) includes at least one Person with HIV/AIDS, and (ii) satisfies the definition of an Extremely Low Income Household in compliance with Section 2.1(a) below.

(y) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(z) "HOPWA Loan" has the meaning set forth in Paragraph E of the Recitals.

(aa) "HOPWA Regulations" means the regulations set forth in 24 C.F.R. Part 574.

(bb) "HOPWA Term" means the period of time that commences on the date of this HOME/HOPWA Regulatory Agreement and expires on the tenth (10th) anniversary of the Completion Date, unless earlier terminated pursuant to Section 2.5; provided, however, if a record of the Completion Date cannot be located or established, the HOPWA Term will expire on the twelfth (12th) anniversary of this HOME/HOPWA Regulatory Agreement.

(cc) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(dd) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(ee) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(ff) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(gg) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(hh) "Low Income Household" means a Tenant (i) with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(ii) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(jj) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(kk) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(ll) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership that governs the operation and organization of Borrower as a California limited partnership.

(mm) "Person with HIV/AIDS" means a person with the disease of acquired immunodeficiency syndrome or any conditions arising from the etiological agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV), as confirmed by a certification of HIV-positive test status to be delivered to and maintained on file by Borrower as such definition may be amended as set forth in 24 C.F.R. 574.3.

(nn) "Property" has the meaning set forth in Paragraph D of the Recitals.

(oo) "Remainder Term" means the period that begins on the date the HOPWA Term expires or is terminated by the County pursuant to Section 2.5, and ends on the last day of the HOME Term.

(pp) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(qq) "Social Services Plan" has the meaning set forth in Section 4.3(c).

(rr) "Tenant" means the tenant household that occupies a Unit in the Development.

(ss) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(tt) "Transfer" has the meaning set forth in Section 6.1.

(uu) "Unit(s)" means one (1) or more of the units in the Development.

(vv) "Very Low Income Household" means a household (i) with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes as set forth in 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(ww) "Very Low Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) HOPWA Assisted Units

(1) During the HOPWA Term. During the HOPWA Term, Borrower shall cause one (1) Unit to be rented to and occupied by or, if vacant, available for occupancy by, an Extremely Low Income Household which household is a HOPWA-Eligible Household. Such Unit is an "Extremely Low Income Unit".

(2) During the Remainder Term. During the Remainder Term Borrower shall cause one (1) Unit to be rented to and occupied by or, if vacant, available for occupancy by, an Extremely Low Income Household, which household is not required to be a HOPWA-Eligible Household. Such Unit is an "Extremely Low Income Unit".

(b) HOME-Assisted Units. During the HOME Term, Borrower shall cause twelve (12) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. Such Units are "Very Low Income Units".

(c) Intermingling of Units. Borrower shall cause the HOME/HOPWA-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The HOME/HOPWA-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Units
One Bedroom	1 HOPWA	7 HOME
Two-Bedroom		4 HOME
Three-Bedroom		1 HOME
Total	1	12

(d) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME/HOPWA Regulatory Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

(e) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by a Very Low Income Household pursuant to Section 2.1(b) on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the HOME Loan, with interest, in accordance with Section 2.8(c) of the Loan Agreement.

2.2 Allowable Rent.

(a) HOPWA Rent

(1) During HOPWA Term. Subject to the provisions of Section 2.4 (a)(1) below, the total monthly Rent paid by a Tenant of a HOPWA-Assisted Unit during the HOPWA Term may not exceed the amount that is equal to the greater of:

(i) thirty percent (30%) of the household's monthly Adjusted Income, as adjusted pursuant to 24 C.F.R. 574.310(d)(1);

(ii) ten percent (10%) of the household's monthly gross income; and

(iii) if the household is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the household's actual housing costs, is specifically designated by the agency to meet the household's housing costs, the portion of the payments that is so designated.

(2) During Remainder Term.

(i) HOPWA-Eligible Household. Subject to the provisions of Section 2.4(a)(2) below the Rent paid by a HOPWA-Eligible Household that occupies a HOPWA-Assisted Unit during the HOPWA Term and that continues to reside in the Unit following the expiration of the HOPWA Term, must be equal to the amount specified in Section 2.2(a)(1).

(ii) Extremely Low Income Household. After the expiration or termination of the HOPWA Term pursuant to Section 2.5 and subject to Section 2.4(a)(3), the Rent paid by a new Tenant of a HOPWA-Assisted Unit that is an Extremely Low Income Household may not exceed the Extremely Low Income Rent.

(b) Very Low Income Rent. Subject to the provisions of Section 2.4(b) below, the Rent paid by Tenants of Very Low Income Units may not exceed the Low HOME Rent.

(c) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME/HOPWA-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME/HOPWA-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME/HOPWA-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually. The method of calculation of utility allowances will be determined by mutual agreement of the County and Borrower, using one of the methodologies permitted by the HOME Regulations.

(b) Rent Increases. All Rent increases for all HOME/HOPWA-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a HOME/HOPWA-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME/HOPWA-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME/HOPWA-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) HOPWA-Assisted Units. These requirements apply only to the one (1) HOPWA-Assisted Unit.

(1) Increased Income of HOPWA-Eligible Household During HOPWA Term. If, upon the annual certification of the income of a HOPWA-Eligible Household during the HOPWA Term, Borrower determines that the Tenant has an Adjusted Income exceeding the maximum qualifying income of an Extremely Low Income Household, the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Rent consistent with Section 2.2(a)(1) above. Borrower shall then rent the next available HOPWA-Assisted Unit to an Extremely Low Income Household that is also a HOPWA-Eligible Household, to comply with the requirements of Section 2.1(a)(1) above. Any Rent increase is subject to Section 2.3 above.

(2) Increased Income of HOPWA-Eligible Household During Remainder Term. If, upon the annual certification of the income of a HOPWA-Eligible Household during the Remainder Term, Borrower determines that the Tenant has an Adjusted

Income exceeding the maximum qualifying income of an Extremely Low Income Household the Tenant may continue to occupy the Unit and Borrower shall continue to charge such Tenant Rent consistent with Section 2.2(a)(2)(i) above. Borrower shall then rent the next available HOPWA-Assisted Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a)(1) above. Any Rent increase is subject to Section 2.3 above.

(3) Increased Income above Extremely Low Income but below Low Income Limit During Remainder Term. If, upon the annual certification of the income of a Tenant of a HOPWA-Assisted Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for an Extremely Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a)(1) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a)(1) above. Upon renting the next available Unit in accordance with Section 2.1(a)(1) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOPWA-Assisted Unit.

(b) HOME-Assisted Units; Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Low HOME Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Non-Qualifying Household. Subject to Section 2.4(a) above for HOPWA-Assisted Units, if, upon the annual certification of the income a Tenant of a HOME/HOPWA-Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income Household or Very Low Income Household, as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household or

Very Low Income Household, as applicable, as a HOME/HOPWA-Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(c), the Unit with the over-income Tenant will no longer be considered a HOME/HOPWA-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a HOME/HOPWA-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

2.5 Cure for AIDS. If, in the sole determination of the County, there is a cure for AIDS and therefore no need for the HOPWA-Assisted Units, the County shall provide to Borrower a written notice that sets forth the termination date of the HOPWA Term.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification.

(a) Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME/HOPWA-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

(b) For each HOPWA-Assisted Unit during the HOPWA Term, Borrower shall obtain, complete, and maintain on file, immediately prior to initial occupancy and annually thereafter, a certification from the Tenant that the HOPWA-Assisted Unit is occupied by a HOPWA-Eligible Household.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than ninety (90) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME/HOPWA-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and

(v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME/HOPWA-Assisted Units that have been filled.

(b) Borrower shall submit to the County within ninety (90) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this HOME/HOPWA Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508, 24 C.F.R. 574.450, and 24 C.F.R. 574.530. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the County Loan funds;

(2) Records demonstrating that each activity undertaken with the HOPWA Funds meets one of the eligible activities of the HOPWA program set forth in 24 C.F.R. Section 574.300 and 24 C.F.R. Section 574.310;

(3) Records demonstrating compliance with the HUD property standards and lead-based paint requirements including the property standards of 24 C.F.R. Section 574.310(b) and the lead-based paint requirements of 24 C.F.R. Section 574.635, and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(4) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(5) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200, and during the HOPWA Term, financial records and other documents necessary to document compliance with the requirements of 24 C.F.R. Part 574 et seq;

(6) Records demonstrating compliance with the HOME and HOPWA marketing, tenant selection, affordability, and income requirements;

(7) Records demonstrating compliance with MBE/WBE requirements;

(8) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(9) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(10) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid; and

(11) Records documenting compliance with the Social Services Plan approved by the County.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; (iii) all requirements imposed on projects assisted under the HOPWA Program as contained in 42 U.S.C. Section 12901, et seq., 24 C.F.R. Part 574, and other implementing rules and regulations; and (iv) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with financing and subsidies provided by the California Department of Housing and Community Development, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan; and Social Services Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households and HOPWA-Eligible Households as required by this HOME/HOPWA Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this HOME/HOPWA Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1(b) above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1(b).

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1(b) above on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing

efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1(b).

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. Part 574 and 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this HOME/HOPWA Regulatory Agreement.

(c) Social Services Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for providing social services from qualified service providers to the HOPWA-Eligible Households of the Development as required by 24 C.F.R. Section 574.310(a)(1) and this HOME/HOPWA Regulatory Agreement (the "Social Services Plan").

(2) Upon receipt of the Social Services Plan, the County will promptly review the Social Services Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Social Services Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Social Services Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Social Services Plan until the Social Services Plan is approved by the County. If the Borrower does not submit a revised Social Services Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this HOME/HOPWA Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the

County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this HOME/HOPWA Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this HOME/HOPWA Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this HOME/HOPWA Regulatory Agreement, (ii) qualify as an Extremely Low Income Household or Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation, or (iii) qualify as a HOPWA-Eligible Household when and if applicable as a result of any material misrepresentation made by such Tenant with respect to HIV/AIDS status;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marketing Plan, Tenant Selection Plan, and Social Services Plan approved by the County.

4.5 HOPWA Tenant Requirements. During the HOPWA Term Borrower shall:

(a) ensure the confidentiality of the name of any individual requesting or receiving assistance through this project pursuant to 24 C.F.R. 574.440;

(b) ensure that qualified service providers in the area make available appropriate supportive services to HOPWA-Eligible Households pursuant to 24 C.F.R. 574.310(a)(1);

(c) conduct an ongoing assessment of the services required by HOPWA-Eligible Households pursuant to 24 C.F.R. 574.500(b)(2);

(d) comply with the Social Services Plan approved by the County detailing the services provided to HOPWA-Eligible Households; and

(e) ensure that the Development meets the Housing Quality Standards pursuant to 24 C.F.R. 574.310(b).

4.6 Lease Termination.

(a) HOME Lease Termination Requirements. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

(b) HOPWA Lease Termination Requirements.

(1) Any termination of a lease or refusal to renew a lease for a HOPWA-Assisted Unit within the Development must be in conformance with 24 C.F.R. 574.310(e) during the HOPWA Term, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

(2) During the HOPWA Term Borrower shall ensure that surviving members of a household that included a Person with HIV/AIDS at the time of his or her death is permitted to continue to occupy the unit and receive supportive services for a reasonable period of up to one (1) year from the time of the death, and is provided with notice of their grace period and with assistance to obtain information about other available housing assistance programs. In addition, in the event such surviving members of a household would be eligible for occupancy in one of the other units within the Development, upon approval from Borrower, such surviving members may remain in their current unit and the next available unit within the Development will become a HOPWA-Assisted Unit.

4.7 HOME and HOPWA Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92, and use of the HOPWA Funds, as set forth in 24 C.F.R. Part 574 et. seq. In the event of any conflict between this HOME/HOPWA Regulatory Agreement and applicable laws and regulations governing the use of the County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; 24 C.F.R. 574.630; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Uniform Administrative Requirements. The provisions of 24 C.F.R. 92.505 and 24 C.F.R. 574.650 regarding cost and auditing requirements;

(10) Housing Quality Standards. The housing quality standards set forth in 24 C.F.R. Section 574.310(b);

(11) Supportive Services. The supportive service requirements of 24 C.F.R. Section 574.310(a)(1). Borrower shall procure services to satisfy such service requirements;

(12) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and implementing Regulations at 24 C.F.R. 75 ("Section 3");

(i) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

(A) that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(B) that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(ii) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (i) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(iii) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the County to comply with the reporting requirements of 24 C.F.R. 75.25.

(iv) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(13) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and

procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(14) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(15) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(16) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(17) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME and/or HOPWA requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME Funds and HOPWA Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257 and 24 C.F.R. 574.300(c);

(18) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(19) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356 and 24 C.F.R. Section 574.625; and

(20) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the County Loan funds.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in

its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved The John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this HOME/HOPWA Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this HOME/HOPWA Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this HOME/HOPWA Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this HOME/HOPWA Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire HOME Term of this HOME/HOPWA Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with: (i) 24 C.F.R. Section 92.251, (ii) the lead-based paint requirements in 24 C.F.R. part 35, and (iii) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the HOME Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the HOME Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of construction of the Development and at least once every three (3) years during the HOME Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6
MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this HOME/HOPWA Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(g) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households and to HOPWA Eligible Households pursuant to this HOME/HOPWA Regulatory Agreement or any Development Regulatory Document. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its

successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this HOME/HOPWA Regulatory Agreement apply to the Property for the entire HOME Term even if the County Loan is paid in full prior to the end of the HOME Term. This HOME/HOPWA Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this HOME/HOPWA Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the HOME Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this HOME/HOPWA Regulatory Agreement.

6.5 Enforcement by the County. If Borrower fails to perform any obligation under this HOME/HOPWA Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this HOME/HOPWA Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this HOME/HOPWA Regulatory Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Recording and Filing. The County and Borrower shall cause this HOME/HOPWA Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.8 Governing Law. This HOME/HOPWA Regulatory Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this HOME/HOPWA Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this HOME/HOPWA Regulatory Agreement extends to or affects any other provision of this HOME/HOPWA Regulatory Agreement, and may not be deemed to do so.

6.10 Amendments. This HOME/HOPWA Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.11 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Galindo, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704
Attention: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Severability. If any provision of this HOME/HOPWA Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this HOME/HOPWA Regulatory Agreement will not in any way be affected or impaired thereby.

6.13 Multiple Originals; Counterparts. This HOME/HOPWA Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.14 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this HOME/HOPWA Regulatory Agreement will revive according to its original terms if, during the HOME Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.15 County Regulatory Agreement. The County and Borrower are entering into this HOME/HOPWA Regulatory Agreement concurrently with the County Regulatory Agreement. The County Regulatory Agreement as it applies to the HOME/HOPWA-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Compliance with the terms of this HOME/HOPWA Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term as it applies to the HOME/HOPWA-Assisted Units. In the event of a conflict between this HOME/HOPWA Regulatory Agreement and the County Regulatory Agreement during the HOME Term as it applies to the HOME/HOPWA-Assisted Units, the terms of this HOME/HOPWA Regulatory Agreement will prevail.

[remainder of page intentionally left blank]

[signatures on following pages]

WHEREAS, this HOME/HOPWA Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and Development

Approved as to form:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation, its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

Legal Description

The land referred to is situated in the County of Contra Costa, City of Concord, State of California, and is described as follows:

PARCEL A:

PARCEL ONE:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE 5.249 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO PAUL I. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, BOOK 1290, OFFICIAL RECORDS, PAGE 584, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 57° 54' 10" EAST, 153.16 FEET TO THE WEST LINE OF A STATE HIGHWAY, THENCE SOUTH 13° 17' 55" EAST ALONG SAID WEST LINE 271.77 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST 153.05 FEET TO THE EAST LINE OF SAID KELLER PARCEL, 1290 OR 584; THENCE SOUTH 13° 17' 55" EAST, ALONG SAID EAST LINE 40 FEET, THENCE NORTH 58° 02' EAST 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH 13° 17' 55" EAST, 40 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 13° 17' 55" WEST, 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM CONCORD TO WALNUT CREEK AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY BURDG ET UX, RECORDED SEPT. 26, 1949, BOOK 1440, OFFICIAL RECORDS, PAGE 129, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST ALONG SAID SOUTH LINE, 153.05 FEET TO THE SOUTHWEST CORNER OF SAID BURDG PARCEL 1440 OR 129, THENCE SOUTH 13° 17' 55" EAST, 2 FEET, THENCE NORTH 58° 02' EAST PARALLEL WITH THE SOUTH LINE OF SAID BURDG PARCEL, 1440 OR 129, 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, LEADING FROM CONCORD TO WALNUT CREEK, THENCE

NORTH 13° 17' 55" WEST ALONG SAID WEST LINE, 2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL B:

PORTION OF THE RANCHO MONTE DEL DIABLO DESCRIBED AS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM WALNUT CREEK TO CONCORD AT THE SOUTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO HARRY BURDG, RECORDED MAY 4, 1954 (FILE NO. 22241); THENCE FROM SAID POINT OF BEGINNING SOUTH 13° 17' 55" EAST, ALONG SAID WEST LINE, 150 FEET; THENCE SOUTH 76° 42' 05" WEST, 145.31 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO PAUL L. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, IN BOOK 1290 OF OFFICIAL RECORDS, PAGE 584; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 535 FEET, THE CENTER OF WHICH BEARS SOUTH 78° 39' 10" WEST, AN ARC DISTANCE OF 18.22 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 42' 05" WEST, AND NORTH 13° 17' 55" WEST 82.64 FEET TO THE SOUTHEAST LINE OF SAID BURDG PARCEL (FILE NO. 22241); THENCE NORTH 58° 02' EAST, ALONG SAID SOUTHEAST LINE, 153.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO THE CITY OF CONCORD BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 14, 1971 IN BOOK 6497, OFFICIAL RECORDS, PAGE 97, CONTRA COSTA COUNTY RECORDS.

APN: 126-164-051-8 and 126-164-054-2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

COUNTY REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(**Galindo Terrace**)

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated July 1, 2022 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Galindo, L.P, a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this County Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA program ("HOPWA Funds"). The HOPWA Funds are available to and administered by the County, as the subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Part 574.

D. Borrower owns that certain real property located at 1313 and 1321 Galindo Street, in the City of Concord, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct sixty-two (62) housing units on the Property, sixty-one (61) of which are for rental to extremely low, very low and low income households, and one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. Pursuant to a HOME and HOPWA Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Two Million Dollars (\$2,000,000) of HOME Funds (the "HOME Loan") and Two Hundred Thousand Dollars (\$200,000) of HOPWA Funds (the "HOPWA Loan") for a total loan amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "County Loan") to assist in the construction of the Development.

F. In addition to the Loan Agreement and this County Regulatory Agreement, the County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the Housing Authority of the City of Concord, the County, and Borrower, (iii) a promissory note executed by Borrower of even date herewith in the amount of the HOME Loan and a promissory note executed by Borrower of even date herewith in the amount of the HOPWA Loan; and (iv) the HOME/HOPWA Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan (i) the HOME Funds pursuant to 24 C.F.R. 92.205 and (ii) the HOPWA Funds pursuant to 24 C.F.R.574.300.

H. The County has agreed to make the County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this County Regulatory Agreement and the HOME/HOPWA Regulatory Agreement, and in the related documents evidencing the County Loan. Thirteen (13) of the Units are restricted by the County pursuant to this County Regulatory Agreement, which are the same Thirteen (13) Units restricted by the County pursuant the HOME/HOPWA Regulatory Agreement.

I. As it applies to the County-Assisted Units this County Regulatory Agreement will be in effect for the Term. Pursuant to Section 6.16 below, compliance with the terms of the HOME/HOPWA Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term.

J. In consideration of receipt of the County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(d).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.
- (d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent.
- (e) "City" means the City of Concord, California, a municipal corporation.
- (f) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (g) "County-Assisted Units" means the thirteen (13) Units to be constructed on the Property that are restricted to occupancy by Extremely Low Income Households and Very Low Income Households in compliance with Section 2.1 below.
- (h) "County Loan" has the meaning set forth in Paragraph E of the Recitals.
- (i) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.
- (j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the County Loan and Borrower's performance of the Loan Documents.
- (k) "Development" has the meaning set forth in Paragraph D of the Recitals.
- (l) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).
- (m) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(n) "Extremely Low Income Rent" means one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(o) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(p) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(q) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(r) "HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(s) "HOME Term" means the term of the HOME/HOPWA Regulatory Agreement which commences as of the date of the HOME/HOPWA Regulatory Agreement, and unless sooner terminated pursuant to the terms of the HOME/HOPWA Regulatory Agreement, expires on the twenty-first (21st) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the twenty-third (23rd) anniversary of the HOME/HOPWA Regulatory Agreement.

(t) "HOME/HOPWA Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County Loan, to be recorded against the Property concurrently herewith.

(u) "HOPWA" means the Housing Opportunities for Persons with AIDS Program pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et. seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et. seq.).

(v) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(w) "HOPWA Loan" has the meaning set forth in Paragraph E of the Recitals.

(x) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(y) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(z) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(aa) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, adjusted for Actual Household Size.

(bb) "Low Income Rent" means one-twelfth (1/12) of thirty percent (30%) of sixty-five percent (65%) of Median Income, adjusted for Assumed Household Size.

(cc) "Maintenance Standards" has the meaning set forth in Section 5.6(a).

(dd) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(ee) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(ff) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership that governs the operation and organization of Borrower as a California limited partnership.

(gg) "Property" has the meaning set forth in Paragraph D of the Recitals.

(hh) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(ii) "Tenant" means the tenant household that occupies a Unit in the Development.

(jj) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(kk) "Term" means the term of this County Regulatory Agreement which commences as of the date of this County Regulatory Agreement, and unless sooner terminated pursuant to the terms of this County Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this County Regulatory Agreement.

(ll) "Transfer" has the meaning set forth in Section 6.1.

(mm) "Unit(s)" means one (1) or more of the units in the Development.

(nn) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(oo) "Very Low Income Rent" means one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(pp) "Very Low Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

**ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS**

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause one (1) Unit to be rented to and occupied by or, if vacant, available for occupancy by, an Extremely Low Income Households

(b) Very Low Income Units. During the Term, Borrower shall cause twelve (12) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households.

(c) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Units
One Bedroom	1	7
Two-Bedroom		4
Three-Bedroom		1
Total	1	12

(d) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens

arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this County Regulatory Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Extremely Low Income Units may not exceed the Extremely Low Income Rent.

(b) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed the Very Low Income Rent.

(c) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) Increased Income above Extremely Low Income but below Very Low Income Limit. If, upon the annual certification of the income of a Tenant, Borrower determines that the income of the Tenant has increased above the qualifying limit for an Extremely Low Income Household, but not above the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with

an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Very Low Income Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income Household or Very Low Income Household, as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household or Very Low Income Household, as applicable, as a County-Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(e), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file,

within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than ninety (90) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within ninety (90) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with

requirements of this County Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records (including the records required under the HOME/HOPWA Regulatory Agreement) for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508, 24 C.F.R. 574.450, and 24 C.F.R. 574.530. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the County Loan funds;

(ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records; and

(v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents, and (ii) any other regulatory

requirements imposed on the Development including but not limited to regulatory agreements associated with financing and subsidies provided by the California Department of Housing and Community Development, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this County Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. The form of lease must comply with all requirements of this County Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this County Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this County Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household or Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marketing Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved The John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this County Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this County Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this County Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this County Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this County Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of construction of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6
MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this County Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(g) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households or veterans pursuant to this County Regulatory Agreement, the HOME/HOPWA Regulatory Agreement, or any Development Regulatory Document. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its

successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this County Regulatory Agreement apply to the Property for the entire Term even if the County Loan is paid in full prior to the end of the Term. This County Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this County Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this County Regulatory Agreement.

6.6 Enforcement by the County. If Borrower fails to perform any obligation under this County Regulatory Agreement, and fails to cure the default within thirty (30) days after the

County has notified Borrower in writing of the default, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this County Regulatory Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

6.7 Recording and Filing. The County and Borrower shall cause this County Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.8 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.9 Waiver of Requirements. Any of the requirements of this County Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this County Regulatory Agreement extends to or affects any other provision of this County Regulatory Agreement, and may not be deemed to do so.

6.10 Amendments. This County Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.11 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Galindo, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704
Attention: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.12 Severability. If any provision of this County Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this County Regulatory Agreement will not in any way be affected or impaired thereby.

6.13 Multiple Originals; Counterparts. This County Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.14 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this County Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.15 County Regulatory Agreement. The County and Borrower are entering into this County Regulatory Agreement concurrently with the HOME/HOPWA Regulatory Agreement. The HOME/HOPWA Regulatory Agreement as it applies to the County-Assisted Units will be in effect for the HOME Term and include HOME and requirements applicable to the use of HOME Funds and HOPWA requirements applicable to the use of the HOPWA Funds. Compliance with the terms of the HOME/HOPWA Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term. In the event of a conflict between the HOME/HOPWA Regulatory Agreement and this County Regulatory Agreement during the HOME Term, the terms of the HOME/HOPWA Regulatory Agreement will prevail.

[remainder of page intentionally left blank]

WHEREAS, this County Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and Development

Approved as to form:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation, its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

Legal Description

The land referred to is situated in the County of Contra Costa, City of Pittsburg, State of California, and is described as follows:

PARCEL A:

PARCEL ONE:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE 5.249 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO PAUL I. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, BOOK 1290, OFFICIAL RECORDS, PAGE 584, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 57° 54' 10" EAST, 153.16 FEET TO THE WEST LINE OF A STATE HIGHWAY, THENCE SOUTH 13° 17' 55" EAST ALONG SAID WEST LINE 271.77 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST 153.05 FEET TO THE EAST LINE OF SAID KELLER PARCEL, 1290 OR 584; THENCE SOUTH 13° 17' 55" EAST, ALONG SAID EAST LINE 40 FEET, THENCE NORTH 58° 02' EAST 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH 13° 17' 55" EAST, 40 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 13° 17' 55" WEST, 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM CONCORD TO WALNUT CREEK AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY BURDG ET UX, RECORDED SEPT. 26, 1949, BOOK 1440, OFFICIAL RECORDS, PAGE 129, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST ALONG SAID SOUTH LINE, 153.05 FEET TO THE SOUTHWEST CORNER OF SAID BURDG PARCEL 1440 OR 129, THENCE SOUTH 13° 17' 55" EAST, 2 FEET, THENCE NORTH 58° 02' EAST PARALLEL WITH THE SOUTH LINE OF SAID BURDG PARCEL, 1440 OR 129, 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, LEADING FROM CONCORD TO WALNUT CREEK, THENCE

NORTH 13° 17' 55" WEST ALONG SAID WEST LINE, 2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL B:

PORTION OF THE RANCHO MONTE DEL DIABLO DESCRIBED AS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM WALNUT CREEK TO CONCORD AT THE SOUTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO HARRY BURDG, RECORDED MAY 4, 1954 (FILE NO. 22241); THENCE FROM SAID POINT OF BEGINNING SOUTH 13° 17' 55" EAST, ALONG SAID WEST LINE, 150 FEET; THENCE SOUTH 76° 42' 05" WEST, 145.31 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO PAUL L. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, IN BOOK 1290 OF OFFICIAL RECORDS, PAGE 584; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 535 FEET, THE CENTER OF WHICH BEARS SOUTH 78° 39' 10" WEST, AN ARC DISTANCE OF 18.22 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 42' 05" WEST, AND NORTH 13° 17' 55" WEST 82.64 FEET TO THE SOUTHEAST LINE OF SAID BURDG PARCEL (FILE NO. 22241); THENCE NORTH 58° 02' EAST, ALONG SAID SOUTHEAST LINE, 153.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO THE CITY OF CONCORD BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 14, 1971 IN BOOK 6497, OFFICIAL RECORDS, PAGE 97, CONTRA COSTA COUNTY RECORDS.

APN: 126-164-051-8 and 126-164-054-2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Sections 27383 and 27388.1

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Galindo Terrace)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of July 1, 2022, by and among Galindo, L.P., a California limited partnership ("Trustor"), North American Title Company, Inc. a _____ corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Notes (defined in Section 1.8 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.7 below). Principal and other payments are due and payable as provided in the Notes or other Loan Documents, as applicable.

The Notes and all their terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the City of Concord, recorded concurrently herewith.

Section 1.3 The term "HOME Note" means the promissory note of date even herewith, evidencing Trustor's obligation to repay Beneficiary the HOME Loan (as such term is defined in the Loan Agreement), executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust.

Section 1.4 The term "HOPWA Note" means the promissory note of date even herewith, evidencing Trustor's obligation to repay Beneficiary the HOPWA Loan (as such term is defined in the Loan Agreement), executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust.

Section 1.5 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Two Million Two Hundred Thousand Dollars (\$2,200,000).

Section 1.6 The term "Loan Agreement" means that certain HOME and HOPWA Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor the Loan.

Section 1.7 The term "Loan Documents" means this Deed of Trust, the Notes, the Loan Agreement, the Intercreditor Agreement, the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.8 The term "Notes" means the HOME Note and the HOPWA Note, together, as they may be amended or restated. The terms and provisions of the Notes are incorporated herein by reference.

Section 1.9 The term "Principal" means the amounts required to be paid under the Notes.

Section 1.10 The term "Regulatory Agreement" means collectively, the following documents of even date herewith, each by and between Beneficiary and Trustor and recorded concurrently herewith: (i) the County Regulatory Agreement and Declaration of Restrictive Covenants; and (ii) the HOME/HOPWA Regulatory Agreement and Declaration of Restrictive Covenants.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as

hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Notes, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering

such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4 DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.8 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5 AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the

part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Notes in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Notes in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself

or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6 HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the

environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- (a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of

that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Notes; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary.

Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in

connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Galindo, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704
Attention: Executive Director

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

[signature on following page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Concord, County of Contra Costa, State of California, described as follows:

PARCEL A:

PARCEL ONE:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE 5.249 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO PAUL I. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, BOOK 1290, OFFICIAL RECORDS, PAGE 584, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 57° 54' 10" EAST, 153.16 FEET TO THE WEST LINE OF A STATE HIGHWAY, THENCE SOUTH 13° 17' 55" EAST ALONG SAID WEST LINE 271.77 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST 153.05 FEET TO THE EAST LINE OF SAID KELLER PARCEL, 1290 OR 584; THENCE SOUTH 13° 17' 55" EAST, ALONG SAID EAST LINE 40 FEET, THENCE NORTH 58° 02' EAST 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH 13° 17' 55" EAST, 40 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 13° 17' 55" WEST, 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM CONCORD TO WALNUT CREEK AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY BURDG ET UX, RECORDED SEPT. 26, 1949, BOOK 1440, OFFICIAL RECORDS, PAGE 129, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST ALONG SAID SOUTH LINE, 153.05 FEET TO THE SOUTHWEST CORNER OF SAID BURDG PARCEL 1440 OR 129, THENCE SOUTH 13° 17' 55" EAST, 2 FEET, THENCE NORTH 58° 02' EAST PARALLEL WITH THE SOUTH LINE OF SAID BURDG PARCEL, 1440 OR 129, 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, LEADING FROM CONCORD TO WALNUT CREEK, THENCE

NORTH 13° 17' 55" WEST ALONG SAID WEST LINE, 2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL B:

PORTION OF THE RANCHO MONTE DEL DIABLO DESCRIBED AS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM WALNUT CREEK TO CONCORD AT THE SOUTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO HARRY BURDG, RECORDED MAY 4, 1954 (FILE NO. 22241); THENCE FROM SAID POINT OF BEGINNING SOUTH 13° 17' 55" EAST, ALONG SAID WEST LINE, 150 FEET; THENCE SOUTH 76° 42' 05" WEST, 145.31 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO PAUL L. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, IN BOOK 1290 OF OFFICIAL RECORDS, PAGE 584; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 535 FEET, THE CENTER OF WHICH BEARS SOUTH 78° 39' 10" WEST, AN ARC DISTANCE OF 18.22 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 42' 05" WEST, AND NORTH 13° 17' 55" WEST 82.64 FEET TO THE SOUTHEAST LINE OF SAID BURDG PARCEL (FILE NO. 22241); THENCE NORTH 58° 02' EAST, ALONG SAID SOUTHEAST LINE, 153.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO THE CITY OF CONCORD BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 14, 1971 IN BOOK 6497, OFFICIAL RECORDS, PAGE 97, CONTRA COSTA COUNTY RECORDS.

APN: 126-164-051-8 and 126-164-054-2

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

INTERCREDITOR AGREEMENT

(Galindo Terrace)

This Intercreditor Agreement (the "Agreement") is dated July 1, 2022, and is among the City of Concord, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Galindo, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is the owner of that certain real property located at 1313 & 1321 Galindo Street in the City of Concord, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct sixty-one (61) housing units on the Property for rental to extremely low, very low and low incomes households, and one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads, and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

C. Concurrently herewith the County is making following loans to Borrower: (i) a loan of Two Million Dollars (\$2,000,000) funded using Home Investment Partnerships Act funds from HUD pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "HOME Loan"); and (ii) a loan of Two Hundred Thousand Dollars (\$200,000) funded using Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA Program (the "HOPWA Loan"). The sum of the HOME Loan and the HOPWA Loan is Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "County Loan").

D. The County Loan is evidenced by the following documents dated of even date herewith: (i) a HOME and HOPWA Loan Agreement between the County and Borrower (the "County Loan Agreement"); (ii) a promissory note in the amount of the HOME Loan, and a promissory note in the amount of the HOPWA Loan, both executed by Borrower (collectively,

the "County Notes"); and (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

E. The City previously made a loan to Borrower in the amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000) (the "City Loan").

F. The City Loan is evidenced by the following documents (among others): (i) an Amended and Restated Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated December 20, 2019 and recorded against the Property on December 23, 2019 as Instrument number 2019-9023069500011 (the "City Deed of Trust"); and (ii) an Amended and Restated Promissory Note executed by Borrower for the benefit of the City in the amount of the City Loan (the "City Note").

G. The City and the County desire to cause the City Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, and (ii) the Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

(a) "Accelerator Funds" means California Housing Accelerator Tier 1 funds made available through the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).

(b) "Accelerator Loan" has the meaning set forth in Section 1(f)(vii).

(c) "Annual City Loan Payment" has the meaning in Section 2(b).

(d) "Annual County Loan Payment" has the meaning in Section 2(a).

(e) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

i. property taxes and assessments imposed on the Development;

ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;

iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;

iv. payment to HCD of a portion of the accrued interest on the HCD

NPLH Loan and HCD AHSC Loan pursuant to California Code of Regulations Title 25, Section 7308;

v. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;

vi. the Partnership Management Fee;

vii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership Management Fee;

viii. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

ix. utility services not paid for directly by tenants, including water, sewer, and trash collection;

x. maintenance and repair expenses and services;

xi. any annual license or certificate of occupancy fees required for operation of the Development;

xii. security services;

xiii. advertising and marketing;

xiv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;

xv. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);

xvi. extraordinary operating costs specifically approved in writing by the County and the City;

xvii. the HOME Monitoring Fee; and

xviii. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve

account, any amount expended from a reserve account, and any capital cost associated with the Development.

(f) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the City for the purpose of financing the construction of the Development in addition to the County Loan and the City Loan:

i. a construction loan from Wells Fargo, N.A., a national banking association (the "Bank") in the approximate amount of [[Forty-Four Million Seven Hundred Eighty-One Thousand Three Hundred Fifty-Six Dollars (\$44,781,356)]] (the "Bank Construction Loan"), which will convert to a permanent loan in the approximate amount of [[Nine Hundred Seventeen Thousand Dollars (\$917,000)]] (the "Permanent Loan");

ii. a permanent loan of Affordable Housing and Sustainable Communities funds from the California Department of Housing and Community Development ("HCD") in the approximate amount of Ten Million Seventy-Four Thousand Eight Hundred and Sixteen Dollars (\$10,074,816) (the "HCD AHSC Loan");

iii. Affordable Housing and Sustainable Communities Housing Related Infrastructure grant funds from HCD to be contributed by Borrower's general partner to the Partnership in the approximate amount of Two Million Four Hundred and Fifty Thousand Dollars (\$2,450,000) (the "HCD AHSC HRI Funds");

iv. Infill Infrastructure Grant funds from HCD to be contributed by Borrower's general partner to the Partnership in the amount of Four Million Two Hundred Twelve Thousand Six Hundred and Eighty Dollars (\$4,212,680) (the "HCD IIG Funds");

v. a permanent loan of No Place Like Home program ("NPLH") funds from HCD in the approximate amount of Three Million Five Hundred Eighty-Two Thousand and Eighty-Five Dollars (\$3,582,085) (the "HCD NPLH Loan");

vi. NPLH Capitalized Subsidy Operating Reserve funds from HCD in the approximate amount of Two Million Four Hundred Eighteen Thousand and Seventy-Eight Dollars (\$2,418,078) to be contributed by Borrower's general partner to the Partnership (the "HCD NPLH COSR"); and

vii. a permanent loan of Accelerator program funds from HCD in the approximate amount of Thirty-Three Million Six Hundred and Two Thousand Four Hundred and Thirty-Six Dollars (\$33,602,436) (the "Accelerator Loan").

(g) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(h) "Bank" has the meaning set forth in Section 1(d)(i).

(i) "Bank Construction Loan" has the meaning set forth in Section 1(d)(i).

- (j) "Borrower" has the meaning set forth in the first paragraph of this Agreement.
- (k) "City" has the meaning set forth in the first paragraph of this Agreement.
- (l) "City Additional Prorata Percentage" means the result obtained by dividing the City Loan by the sum of the HOME Loan and the City Loan.
- (m) "City Deed of Trust" has the meaning set forth in Paragraph F of the Recitals.
- (n) "City Loan" has the meaning set forth in Paragraph E of the Recitals.
- (o) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the City Loan by the sum of the HOME Loan minus any Special County Loan Repayment, the City Loan minus any Special City Loan Repayment, the HCD AHSC Loan, and the HCD NPLH Loan, to the extent such loan funds are disbursed.
- (p) "City Note" has the meaning set forth in Paragraph F of the Recitals.
- (q) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (r) "County" has the meaning set forth in the first paragraph of this Agreement.
- (s) "County Additional Prorata Percentage" means the result obtained by dividing the County Loan by the sum of the County Loan and the City Loan.
- (t) "County Deed of Trust" has the meaning set forth in Paragraph D of the Recitals.
- (u) "County Loan" has the meaning set forth in Paragraph C of the Recitals.
- (v) "County Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.
- (w) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the HOME Loan minus any Special County Loan Repayment by the sum of the HOME Loan minus any Special County Loan Repayment, the City Loan minus any Special City Loan Repayment, the HCD AHSC Loan, and the HCD NPLH Loan, to the extent such loan funds are disbursed.
- (x) "County Notes" has the meaning set forth in Paragraph D of the Recitals.
- (y) "Deeds of Trust" has the meaning set forth in Paragraph G of the Recitals.
- (z) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(aa) "Development" has the meaning set forth in Paragraph B of the Recitals.

(bb) "Enforcing Party" has the meaning set forth in Section 6(b).

(cc) "Final Cost Certification" means a certification of the Final Development Costs, prepared by Borrower in a form acceptable to the County, and audited by an independent public accountant approved by the County.

(dd) "Final Development Cost" means the total of the cost of construction of the Development as shown on the Final Cost Certification.

(ee) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a Party to this Agreement in connection with such foreclosure or other action.

(ff) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- i. all rents, fees and charges paid by tenants;
- ii. Section 8 payments or other rental or operating subsidy payments received for the dwelling units;
- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(gg) "HCD" has the meaning set forth in Section 1(f)(ii).

(hh) "HCD AHSC HRI Funds" has the meaning set forth in Section 1(f)(iii).

- (ii) "HCD AHSC Loan" has the meaning set forth in Section 1(f)(ii).
- (jj) "HCD IIG Funds" has the meaning set forth in Section 1(f)(iv).
- (kk) "HCD NPLH COSR" has the meaning set forth in Section 1(f)(vi).
- (ll) "HCD NPLH Loan" has the meaning set forth in Section 1(f)(v).
- (mm) "HOME" means the HOME Investment Partnership Act Program pursuant to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.
- (nn) "HOME Loan" has the meaning set forth in paragraph C of the Recitals.
- (oo) "HOME Monitoring Fee" has the meaning set forth in Section 3.20 of the County Loan Agreement.
- (pp) "HOPWA" means the Housing Opportunities for Persons with AIDS Program Pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.).
- (qq) "HOPWA Loan" has the meaning set forth in Paragraph C of the Recitals.
- (rr) "HUD" means the United States Department of Housing and Urban Development.
- (ss) "Improvements" has the meaning set forth in Paragraph B of the Recitals.
- (tt) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.
- (uu) "Local Lender's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.
- (vv) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (ww) "Parties" means the City, the County, and Borrower.
- (xx) "Partnership Agreement" means the Agreement of Limited Partnership executed by RCD GP III LLC as the general partner and 112 Alves Lane, Inc. as the limited partner, governing the operation and organization of Borrower as a California limited partnership.
- (yy) "Partnership Management Fee" means partnership management fees payable pursuant to the Partnership Agreement to any partner of Borrower in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.
- (zz) "Permanent Conversion" means the date the Bank Construction Loan converts to the Permanent Loan.

(aaa) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the HCD AHSC Loan; (iii) the HCD AHSC HRI Funds, (iv) the HCD IIG Funds, (v) the HCD NPLH Loan, (vi) the Accelerator Loan, (vii) the County Loan, and (viii) the City Loan.

(bbb) "Priority Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.

(ccc) "Property" has the meaning set forth in Paragraph B of the Recitals.

(ddd) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(eee) "Special City Loan Payment" has the meaning set forth in Section 3(b).

(fff) "Special County Loan Payment" has the meaning set forth in Section 3(a).

(ggg) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(hhh) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

2. Annual Payments to County and City.

(a) County Loan.

i. Commencing on June 1, 2025, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County of the HOME Loan in an amount equal to the sum of (1) County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Percentage of the Local Lender's Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). The County shall apply all Annual County Loan Payments to the HOME Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Notes. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Notes if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) City Loan.

i. Commencing on June 1, 2025, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal to the sum of (1) the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the City Additional Prorata Percentage of the Local Lender's Share of Residual Receipts (each such payment, an "Annual City Loan Payment"). The City shall apply all Annual City Loan Payments to the City Loan as follows: (1) first, to accrued interest, and (2) second, to principal for the City Loan.

ii. Borrower shall repay the City Loan pursuant to the terms of the City Note. In the event of any conflict between the repayment terms of the City Note and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayment from Net Proceeds of Permanent Financing.

(a) To the extent consistent with the regulations applicable to the HCD AHSC Loan and the HCD NPLH Loan, no later than ten (10) days after the date of Permanent Conversion, Borrower shall pay to the County as a special repayment of the HOME Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment").

(b) To the extent consistent with the regulations applicable to the HCD AHSC Loan and the HCD NPLH Loan, no later than ten (10) days after the date of Permanent Conversion, Borrower shall pay to the City as a special repayment of the City Loan, an amount equal to the result obtained by multiplying the City Additional Prorata Percentage by the Available Net Proceeds (the "Special City Loan Payment")

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the City a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the City shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the City, Borrower shall re-submit documentation to the County until approval of the County and the City is obtained.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1 2024, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited

Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts and Local Lender's Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lender's Share of Residual Receipts and Local Lender's Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the City Deed of Trust recorded prior to the County Deed of Trust, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the City Loan and the County Loan.

(b) The City and the County agree not to make a demand for payment from Borrower or accelerate the City Note or the County Notes, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under City Loan and/or County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other Party by a deed of trust secured by the Property. Notwithstanding any failure of a Party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the lenders that are Parties to this Agreement are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under any or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the City Loan and the County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the City Loan and the County Loan, either the City or the County is entitled to title to the Property as a consequence of

Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:	City of Concord 1950 Parkside Dr. MS/03 Concord, CA 94519 Attn: City Manager
County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director
Borrower:	Galindo, L.P. c/o Resources for Community Development 2220 Oxford Street Berkeley, CA 94704 Attention: Dan Sawislak

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the distribution of proceeds upon foreclosure or other remedies under the Deeds of Trust, and the entire understanding and agreement of the Parties with respect to the equal lien priority of the City Deed of Trust and County Deed of Trust.

16. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

17. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORROWER:

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its General Partner

By: Resources for Community
Development,
a California nonprofit public benefit
corporation,
its Sole Member/Manager

By: _____
Daniel Sawislak, Executive Director

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

By: _____
Susanne Mayer Brown
City Attorney

CITY:

CITY OF CONCORD, a municipal corporation

By: _____
Valerie Barone, City Manager

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Concord, County of Contra Costa, State of California, described as follows:

PARCEL A:

PARCEL ONE:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE 5.249 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO PAUL I. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, BOOK 1290, OFFICIAL RECORDS, PAGE 584, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 57° 54' 10" EAST, 153.16 FEET TO THE WEST LINE OF A STATE HIGHWAY, THENCE SOUTH 13° 17' 55" EAST ALONG SAID WEST LINE 271.77 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST 153.05 FEET TO THE EAST LINE OF SAID KELLER PARCEL, 1290 OR 584; THENCE SOUTH 13° 17' 55" EAST, ALONG SAID EAST LINE 40 FEET, THENCE NORTH 58° 02' EAST 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH 13° 17' 55" EAST, 40 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 13° 17' 55" WEST, 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM CONCORD TO WALNUT CREEK AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY BURDG ET UX, RECORDED SEPT. 26, 1949, BOOK 1440, OFFICIAL RECORDS, PAGE 129, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST ALONG SAID SOUTH LINE, 153.05 FEET TO THE SOUTHWEST CORNER OF SAID BURDG PARCEL 1440 OR 129, THENCE SOUTH 13° 17' 55" EAST, 2 FEET, THENCE NORTH 58° 02' EAST PARALLEL WITH THE SOUTH LINE OF SAID BURDG PARCEL, 1440 OR 129, 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, LEADING FROM CONCORD TO WALNUT CREEK, THENCE NORTH 13° 17' 55" WEST ALONG SAID WEST LINE, 2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL B:

PORTION OF THE RANCHO MONTE DEL DIABLO DESCRIBED AS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM WALNUT CREEK TO CONCORD AT THE SOUTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO HARRY BURDG, RECORDED MAY 4, 1954 (FILE NO. 22241); THENCE FROM SAID POINT OF BEGINNING SOUTH 13° 17' 55" EAST, ALONG SAID WEST LINE, 150 FEET; THENCE SOUTH 76° 42' 05" WEST, 145.31 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO PAUL L. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, IN BOOK 1290 OF OFFICIAL RECORDS, PAGE 584; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 535 FEET, THE CENTER OF WHICH BEARS SOUTH 78° 39' 10" WEST, AN ARC DISTANCE OF 18.22 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 42' 05" WEST, AND NORTH 13° 17' 55" WEST 82.64 FEET TO THE SOUTHEAST LINE OF SAID BURDG PARCEL (FILE NO. 22241); THENCE NORTH 58° 02' EAST, ALONG SAID SOUTHEAST LINE, 153.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO THE CITY OF CONCORD BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 14, 1971 IN BOOK 6497, OFFICIAL RECORDS, PAGE 97, CONTRA COSTA COUNTY RECORDS.

APN: 126-164-051-8 and 126-164-054-2

PROMISSORY NOTE
(HOME Loan)

\$2,000,000

Concord, California
July 1, 2022

FOR VALUE RECEIVED, the undersigned Galindo, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Two Million Dollars (\$2,000,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Promissory Note (HOME Loan) ("HOME Note") have the meanings set forth in the HOME and HOPWA Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This HOME Note evidences Borrower's obligation to repay Holder the principal amount of Two Million Dollars (\$2,000,000) in HOME Funds with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the HOME Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the Home Loan.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this HOME Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this HOME Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this HOME Note.

4. No Assumption. This HOME Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This HOME Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this HOME Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement which

Section 2.10 is hereby incorporated into this HOME Note. The terms of the Deed of Trust are hereby incorporated into this HOME Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this HOME Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this HOME Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this HOME Note and the release of any security hereof.

(c) Notwithstanding any other provision of this HOME Note, or any instrument securing the obligations of Borrower under this HOME Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this HOME Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this HOME Note, so that in no event is Borrower obligated under the terms of this HOME Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this HOME Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this HOME Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this HOME Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this HOME Note. Borrower expressly agrees that this HOME Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this HOME Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this HOME Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this HOME Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this HOME Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this HOME Note, regardless of whether suit is filed to seek enforcement.

(c) This HOME Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this HOME Note is a part, contain the entire agreement between the parties as to the Loan. This HOME Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Borrower is executing this HOME Note as of the day and year first above written.

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

PROMISSORY NOTE
(HOPWA Loan)

\$200,000

Concord, California
July 1, 2022

FOR VALUE RECEIVED, the undersigned Galindo, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Two Hundred Thousand Dollars (\$200,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Promissory Note (HOPWA Loan) ("HOPWA Note") have the meanings set forth in the Galindo Terrace HOME and HOPWA Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This HOPWA Note evidences Borrower's obligation to repay Holder the principal amount of Two Hundred Thousand Dollars (\$200,000) in HOPWA Funds with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the HOPWA Loan will not accrue interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this HOPWA Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this HOPWA Note is due and payable as set forth in Section 2.8(d) of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this HOPWA Note.

4. No Assumption. This HOPWA Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This HOPWA Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this HOPWA Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement which Section 2.10 is hereby incorporated into this HOPWA Note. The terms of the Deed of Trust are hereby incorporated into this HOPWA Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this HOPWA Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this HOPWA Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this HOPWA Note and the release of any security hereof.

(c) Notwithstanding any other provision of this HOPWA Note, or any instrument securing the obligations of Borrower under this HOPWA Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this HOPWA Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this HOPWA Note, so that in no event is Borrower obligated under the terms of this HOPWA Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this HOPWA Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this HOPWA Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this HOPWA Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this HOPWA Note. Borrower expressly agrees that this HOPWA Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this HOPWA Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this HOPWA Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this HOPWA Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this HOPWA Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this HOPWA Note, regardless of whether suit is filed to seek enforcement.

(c) This HOPWA Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this HOPWA Note is a part, contain the entire agreement between the parties as to the Loan. This HOPWA Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Borrower is executing this HOPWA Note as of the day and year first above written.

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

HOME AND HOPWA LOAN AGREEMENT
(Galindo Terrace)

This HOME and HOPWA Loan Agreement (the "Agreement") is dated July 1, 2022, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Galindo, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Home Investment Partnerships Program funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

C. The County has received Housing Opportunities for Persons with AIDS Program funds from HUD pursuant to the HOPWA Program ("HOPWA Funds"). The HOPWA Funds are available to be administered by the County, as a subrecipient of the City of Oakland, which is the representative for the Alameda-Contra Costa County Eligible Metropolitan Area. The HOPWA Funds must be used by the County in accordance with 24 C.F.R. Section 574 et seq (the "HOPWA Regulations").

D. Borrower is the owner of that certain real property located at 1313 & 1321 Galindo Street in the City of Concord, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to construct sixty-one (61) housing units on the Property for rental to extremely low, very low and low income households, and one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

E. Borrower desires to borrow from the County Two Million Dollars (\$2,000,000) of HOME Funds (the "HOME Loan"), and Two Hundred Thousand Dollars (\$200,000) of HOPWA Funds (the "HOPWA Loan") for a total loan amount of Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "Loan").

F. The Loan is evidenced by this Agreement, the Notes, the Regulatory Agreements, and the Intercreditor Agreement, and is secured by the Deed of Trust.

G. The Loan is being made to finance predevelopment and construction costs of the Development. Construction of the Development is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating twelve (12) units as HOME-assisted units (the "HOME-Assisted Units"), and one (1) unit as a HOPWA-assisted unit (the "HOPWA Assisted Unit").

H. In accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") the City has found the Development categorically exempt pursuant to California Public Resources Code Sections 15192 and 15194.

I. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1

DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 3.9 below.
- (b) "Accelerator Funds" means California Housing Accelerator Tier 1 funds made available through the Coronavirus State Fiscal Recovery Fund (CSFRF) established by the federal American Rescue Plan Act of 2021 (ARPA) (Public Law 117-2).
- (c) "Accelerator Loan" has the meaning set forth in Section 1.1(i)(viii).
- (d) "Agreement" means this HOME and HOPWA Loan Agreement.
- (e) "Annual Operating Budget" has the meaning set forth in Section 4.4.
- (f) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
 - (i) property taxes and assessments imposed on the Development;
 - (ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;
 - (iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;
 - (iv) payment to HCD of a portion of the accrued interest on the HCD NPLH Loan and HCD AHSC Loan pursuant to California Code of Regulations Title 25, Section 7308;

(v) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(vi) the Partnership Management Fee;

(vii) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership Management Fee;

(viii) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

(ix) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(x) maintenance and repair expenses and services;

(xi) any annual license or certificate of occupancy fees required for operation of the Development;

(xii) security services;

(xiii) advertising and marketing;

(xiv) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a);

(xv) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) (excluding amounts deposited to initially capitalize the account);

(xvi) extraordinary operating costs specifically approved in writing by the County;

(xvii) the HOME Monitoring Fee; and

(xviii) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(g) "Annual Payment" has the meaning in Section 2.8(a).

(h) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(i) "Approved Financing" means all of the following loans, grants, equity and operating subsidy obtained by Borrower and approved by the County for the purpose of financing the construction of the Development:

(i) a construction loan from Wells Fargo Bank, National Association, a national banking association (the "Bank") in the approximate amount of [[Forty-Four Million Seven Hundred Eighty-One Thousand Three Hundred Fifty-Six Dollars (\$44,781,356)]] (the "Bank Construction Loan"), which will convert to a permanent loan in the approximate amount of [[Nine Hundred Seventeen Thousand Dollars (\$917,000)]] (the "Permanent Loan");

(ii) a construction and permanent loan from the City of Concord (the "City") in the approximate amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000) (the "City Loan");

(iii) a permanent loan of Affordable Housing and Sustainable Communities funds from the California Department of Housing and Community Development ("HCD") in the approximate amount of Ten Million Seventy-Four Thousand Eight Hundred and Sixteen Dollars (\$10,074,816) (the "HCD AHSC Loan");

(iv) Affordable Housing and Sustainable Communities Housing Related Infrastructure grant funds from HCD to be contributed by Borrower's general partner to the Partnership in the approximate amount of Two Million Four Hundred and Fifty Thousand Dollars (\$2,450,000) (the "HCD AHSC HRI Funds");

(v) Infill Infrastructure Grant funds from HCD to be contributed by Borrower's general partner to the Partnership in the amount of Four Million Two Hundred Twelve Thousand Six Hundred and Eighty Dollars (\$4,212,680) (the "HCD IIG Funds");

(vi) a permanent loan of No Place Like Home program ("NPLH") funds from HCD in the approximate amount of Three Million Five Hundred Eighty-Two Thousand and Eighty-Five Dollars (\$3,582,085) (the "HCD NPLH Loan");

(vii) NPLH Capitalized Subsidy Operating Reserve funds from HCD in the approximate amount of Two Million Four Hundred Eighteen Thousand and Seventy-Eight Dollars (\$2,418,078) to be contributed by Borrower's general partner to the Partnership (the "HCD NPLH COSR");

(viii) a permanent loan of Accelerator program funds from HCD in the approximate amount of Thirty-Three Million Six Hundred and Two Thousand Four Hundred and Thirty-Six Dollars (\$33,602,436) (the "Accelerator Loan");

(j) "Available Net Proceeds" means the result obtained by multiplying the

Net Proceeds of Permanent Financing by 0.75.

- (k) "Bank" has the meaning set forth in Section 1.1(i)(i).
- (l) "Bank Construction Loan" has the meaning set forth in Section 1.1(i)(i).
- (m) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.
- (n) "Borrower" has the meaning set forth in the first paragraph of this Agreement.
- (o) "Borrower's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.
- (p) "CEQA" has the meaning set forth in Paragraph H of the Recitals.
- (q) "City" means the City of Concord, California, a municipal corporation.
- (r) "City Loan" has the meaning set forth in Section 1.1(i)(ii).
- (s) "Commencement of Construction" has the meaning set forth in Section 3.5.
- (t) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (u) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").
- (v) "County" has the meaning set forth in the first paragraph of this Agreement.
- (w) "County Additional Prorata Percentage" means the result obtained by dividing the HOME Loan by the sum of the HOME Loan and the City Loan.
- (x) "County-Assisted Units" means the HOME-Assisted Units and the HOPWA-Assisted Unit.
- (y) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the HOME Loan minus any Special County Loan Repayment

by the sum of the HOME Loan minus any Special County Loan Repayment, the City Loan minus any Special City Loan Repayment, the HCD AHSC Loan, and the HCD NPLH Loan, to the extent such loan funds are disbursed

(z) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Loan, to be recorded against the Property.

(aa) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, North American Title Company, Inc., as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(bb) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(cc) "Developer Fee" has the meaning set forth in Section 3.18.

(dd) "Development" has the meaning set forth in Paragraph D of the Recitals.

(ee) "Development Fiscal Year" shall mean for the Development, the annual period commencing on January 1 and concluding on December 31 each year.

(ff) "Event of Default" has the meaning set forth in Section 6.1.

(gg) "Final Cost Certification" means a certification of the Final Development Costs, prepared by Borrower in a form acceptable to the County, and audited by an independent public accountant approved by the County.

(hh) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(ii) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments and other rental or operating subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;

- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to senior lenders;
- (viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- (ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(jj) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(kk) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(ll) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(mm) "HCD" has the meaning set forth in Section 1.1(i)(iii).

(nn) "HCD AHSC HRI Funds" has the meaning set forth in Section 1.1(i)(iv).

(oo) "HCD AHSC Loan" has the meaning set forth in Section 1.1(i)(iii).

(pp) "HCD IIG Funds" has the meaning set forth in Section 1.1(i)(v).

(qq) "HCD NPLH COSR" has the meaning set forth in Section 1.1(i)(vii).

(rr) "HCD NPLH Loan" has the meaning set forth in Section 1.1(i)(vi).

(ss) "HOME" means the HOME Investment Partnership Act Program pursuant

to the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.), as amended.

(tt) "HOME-Assisted Units" has the meaning set forth in Paragraph G of the Recitals.

(uu) "HOME Eligible Household" means a household qualified to occupy a HOME-Assisted Unit pursuant to Section 2.1(b) of the HOME/HOPWA Regulatory Agreement.

(vv) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(ww) "HOME/HOPWA Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing HUD requirements applicable to the Loan, to be recorded against the Property.

(xx) "HOME Loan" has the meaning set forth in Paragraph E of the Recitals.

(yy) "HOME Monitoring Fee" has the meaning set forth in Section 3.20.

(zz) "HOME Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the HOME Loan.

(aaa) "HOME Regulations" has the meaning set forth in Paragraph B of the Recitals.

(bbb) "HOME-Assisted Units" has the meaning set forth in Paragraph G of the Recitals.

(ccc) "HOPWA" means the Housing Opportunities for Persons with AIDS Program Pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.).

(ddd) "HOPWA-Assisted Unit" has the meaning set forth in Paragraph G of the Recitals.

(eee) "HOPWA Eligible Household" means a household that includes at least one Person with HIV/AIDS.

(fff) "HOPWA Funds" has the meaning set forth in Paragraph C of the Recitals.

(ggg) "HOPWA Loan" has the meaning set forth in Paragraph E of the Recitals.

(hhh) "HOPWA Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the HOPWA Loan.

(iii) "HOPWA Regulations" has the meaning set forth in Paragraph C of the Recitals.

- (jjj) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (kkk) "Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (lll) "Initial Fee Payment" has the meaning set forth in Section 3.18.

(mmm) "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith entered into by and among the City, the County, and Borrower related to the Loan and the City Loan, to be recorded against the Property.

(nnn) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(ooo) "Loan Documents" means this Agreement, the Notes, the Regulatory Agreements, the Intercreditor Agreement, and the Deed of Trust.

(ppp) "Loan" has the meaning set forth in Paragraph E of the Recitals.

(qqq) "Local Lender's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(rrr) "NEPA" has the meaning set forth in Paragraph I of the Recitals.

(sss) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(ttt) "Notes" means the HOME Note together with the HOPWA Note.

(uuu) "NPLH" has the meaning set forth in Section 1.1(i)(vi).

(vvv) "Operating Reserve Account" has the meaning set forth in Section 4.2(b).

(www) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership executed by RCD GP III LLC, a California limited liability company, as the general partner and 112 Alves Lane, Inc. as the limited partner, governing the operation and organization of Borrower as a California limited partnership.

(xxx) "Partnership Management Fee" means partnership management fees payable pursuant to the Partnership Agreement to any partner of Borrower in the amounts approved by the County as set forth in Section 3.19.

(yyy) "Permanent Conversion" means the date the Bank Construction Loan converts to the Permanent Loan.

(zzz) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the HCD AHSC Loan; (iii) the HCD AHSC HRI Funds, (iv) the HCD IIG Funds, (v) the HCD NPLH Loan, (vi) the Accelerator Loan, (vii) the Loan, and (viii) the City Loan.

(aaaa) "Persons with HIV/AIDS" has the meaning set forth in the HOME/HOPWA Regulatory Agreement.

(bbbb) "Priority Developer Fee" has the meaning set forth in Section 3.18.

(cccc) "Property" has the meaning set forth in Paragraph D of the Recitals.

(dddd) "Regulatory Agreements" means the County Regulatory Agreement and the HOME/HOPWA Regulatory Agreement.

(eeee) "Rental Shortfall Due Date" has the meaning set forth in Section 2.8(c).

(ffff) "Rental Shortfall Payment" has the meaning set forth in Section 2.8(c).

(gggg) "Replacement Reserve Account" has the meaning set forth in Section 4.2(a).

(hhhh) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(iiii) "Retention Amount" means One Hundred Thousand Dollars (\$100,000) of the Loan, the disbursement of which is described in Section 2.7.

(jjjj) "Second Fee Payment" has the meaning set forth in Section 3.18.

(kkkk) "Senior Loan" has the meaning set forth in Section 2.5.

(llll) "Special City Loan Payment" has the meaning in Section 3(b) of the Intercreditor Agreement.

(mmmm) "Special County Loan Payment" has the meaning in Section 2.8(b).

(nnnn) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(oooo) "Tenant" means the tenant household that occupies a unit in the Development.

(pppp) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(qqqq) "Transfer" has the meaning set forth in Section 6.1 of the Regulatory Agreements.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigation Requirements

ARTICLE 2
LOAN PROVISIONS

Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6 and Section 2.7 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Notes.

Section 2.2 Interest.

(a) HOME Loan. Subject to the provisions of subsection (c) below, simple interest will accrue on the outstanding principal balance of the HOME loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) HOPWA Loan. Subject to the provisions of subsection (c) below, no interest will accrue on the outstanding principal balance of the HOPWA Loan.

(c) Event of Default. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will accrue at the Default Rate, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured.

Section 2.3 Use of Loan Funds.

(a) HOME Loan. Borrower shall use the HOME Loan for construction costs, in amounts consistent with the Approved Development Budget. Use of the HOME Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(b) HOPWA Loan. Borrower shall use the HOPWA Loan for predevelopment costs, in amounts consistent with the Approved Development Budget.

(c) Other Uses. Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, junior to the Bank Construction Loan (and upon Permanent Conversion, to the Permanent Loan, the Accelerator Loan, the HCD AHSC Loan, and the HCD NPLH Loan) pursuant to Section 2.5 below, and (ii) execute the Regulatory Agreements, and the Intercreditor Agreement, and cause or permit them to be recorded against the Property.

Section 2.5 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreements to an encumbrance securing and/or evidencing the Bank Construction Loan, the Permanent Loan, the Accelerator Loan, the HCD AHSC Loan, the HCD NPLH Loan, or any loan obtained by Borrower to refinance the Bank Construction Loan (collectively, the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreements is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreements will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreements before a foreclosure, nor require the consent of the holder(s) of

the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds for Construction.

Until the conditions set forth in Section 2.7 have been met, the disbursements made pursuant to this Agreement may not exceed Two Million One Hundred Thousand Dollars (\$2,100,000). The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;

(b) Borrower holds title to the Property or is acquiring title to the Property simultaneously with the disbursement of the Loan proceeds;

(c) Borrower has delivered to the County copies of all of Borrower's organizational documents, and a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(g) The Deed of Trust, the Regulatory Agreements, and the Intercreditor Agreement, have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever

documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa;

(i) All environmental review necessary for the construction of the Development has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(j) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Development, are not less than the amount the County determines is necessary to pay for the construction of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreements;

(k) Borrower has obtained all permits and approvals necessary for the construction of the Development;

(l) The County has received and approved the Bid Package for the subcontractors for the construction of the Development pursuant to Section 3.2 below;

(m) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the construction of the Development pursuant to Section 3.3 below;

(n) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(o) Borrower has closed the loans that comprise the Approved Financing described in Section 1.1(i), subsections (i) and (ii) and has already received, or is eligible to receive, the funds;

(p) The County has received a fully executed copy of the Partnership Agreement;

(q) The County has received fully executed Standard Agreements between the Borrower and HCD governing the commitment of the Accelerator Loan, the HCD AHSC Loan, the HCD AHSC HRI Funds, the HCD IIG Funds, and the HCD NPLH Loan/HCD NPLH COSR;

(r) Borrower has provided the County a certification from the Development architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(s) Borrower has provided the County an assessment of market demand for the Development, dated no earlier than twelve (12) months prior to the date hereof;

(t) Borrower has submitted to the County a construction schedule reflecting a completion date no later than August 1, 2024;

(u) The County has received reasonable evidence that the local match requirements set forth in 24 C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 4.1 of this Agreement; and

(v) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.7 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received a draft of the Final Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan, Social Services Plan, and Tenant Selection Plan as defined in the HOME/HOPWA Regulatory Agreement;

(g) The County has received a copy of a social services plan and social services budget for the provision of social services to Tenants;

(h) The County has received from Borrower evidence of marketing for any vacant HOME-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(i) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.7(b)(12) of the HOME/HOPWA Regulatory Agreement, and minority-owned (MBE) and women-owned (WBE) business requirements;

(j) If Borrower was required to comply with relocation requirements as set forth in Section 3.10 below, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(k) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(l) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148) by the HUD regulations governing the Loan, the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(m) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C;

(n) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.8 Repayment Schedule.

(a) Annual Payments of HOME Loan. Commencing on June 1, 2025 and on June 1 of each year thereafter during the Term, Borrower shall make a HOME Loan payment in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts and (2) the County Additional Prorata Percentage of the Local Lender's Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal of the HOME Loan.

(b) Special Repayments of HOME Loan from Net Proceeds of Permanent Financing. To the extent consistent with the regulations applicable to the HCD AHSC Loan and the HCD NPLH Loan, no later than ten (10) days after the date of Permanent Conversion, Borrower shall pay to the County as a special repayment of the HOME Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Share by the Available Net Proceeds (the "Special County Loan Payment"). No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days after receipt. If Borrower's determination is disapproved by the County, Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Special Repayment of HOME Loan for Failure to Lease. If on or before the Rental Shortfall Due Date, Borrower fails to cause each of the HOME-Assisted Units to be rented to and occupied by a HOME Eligible Household in accordance with the HOME/HOPWA Regulatory Agreement, Borrower shall pay the County the Rental Shortfall Payment, plus accrued interest, on the Rental Shortfall Due Date.

(i) The "Rental Shortfall Due Date" is the date that occurs eighteen (18) months after the Completion Date.

(ii) The "Rental Shortfall Payment" is an amount equal to the result obtained by multiplying (1) the number of HOME-Assisted Units that have not been rented to and occupied by a HOME Eligible Household on or before the Rental Shortfall Due Date, by (2) a fraction, the numerator of which is the then-outstanding principal balance of the Loan and the denominator of which is the number of HOME-Assisted Units.

(iii) Interest on the Rental Shortfall Payment will accrue in accordance with Section 2.2(a) through the Rental Shortfall Due Date. If the Rental Shortfall Payment is not paid on or before the Rental Shortfall Due Date, interest on the Rental Shortfall Payment will accrue at the Default Rate beginning on the day after the Rental Shortfall Due Date and continuing until the Rental Shortfall Payment is paid in full with interest.

(d) Payment of HOPWA Loan. No annual payments are due on the HOPWA Loan. Payment of the HOPWA Loan is deferred for the Term. Payment of the HOPWA Loan is due pursuant to subsection (e) below.

(e) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.1 of the Regulatory Agreements; (ii) an Event of Default; and (iii) the expiration of the Term.

(f) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreements and the Deed of Trust (as security for the Regulatory Agreements) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.9 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Borrower shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2024 and

ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(ii) A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Local Lender's Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Local Lender's Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.6 below.

Section 2.10 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents and Borrower shall be fully and personally liable for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; (iv) willful or grossly negligent violation of applicable law; and (v) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Section 2.11 Sponsor Guarantee.

If any other lenders to the Development are requiring a completion or operating guaranty of the development sponsors, the County may require that it be a third-party beneficiary of such guaranties, or the County may require that the development sponsors provide a guaranty substantially in the form provided to the other lenders.

ARTICLE 3
CONSTRUCTION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits or permit ready letter and approvals necessary for the commencement of construction of the Development no later than August 15, 2022, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME and HOPWA requirements set forth in Section 4.7 of the HOME/HOPWA Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within fifteen (15) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in fifteen (15) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Development. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than August 15, 2022 or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

Borrower shall diligently prosecute construction of the Development to completion, and shall cause the construction of the Development to be completed no later than August 1, 2024, or such later date that the County approves in writing.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Development in conformance with (i) the plans and specifications approved by the City's building department, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds One Hundred Thousand Dollars (\$100,000); or (ii) any set of changes in the work the cost of which cumulatively Two Hundred Fifty Thousand Dollars (\$250,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the HOME Regulations including the property standards set out in 24 C.F.R. 92.251 and the HOPWA Regulations including the property standards set out in 24 C.F.R. Section 574.310, as implemented by Section 5.6 of the HOME/HOPWA Regulatory Agreement;

(iii) the requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35; and

(iv) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.8 Prevailing Wages.

(a) Davis Bacon. Borrower shall cause construction of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages.

(i) To the extent required by applicable law Borrower shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors constructing the Development to be registered as set forth in California Labor Code Section 1725.5;

(6) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Development to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Development unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the construction of the Development is subject to compliance monitoring and enforcement by the DIR.

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.9 Accessibility.

(a) Borrower shall cause the Development to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of

1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans with Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, a minimum of four (4) units in the Development must be constructed to be fully accessible to households with a mobility impaired member and an additional two (2) units in the Development must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with the Accessibility Requirements Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.10 Relocation.

(a) If and to the extent that acquisition and development of the Property will result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the acquisition and development of the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.11 Equal Opportunity.

During the construction of the Development discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.12 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.17 below.

Section 3.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Development.

Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with

the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.16 Inspections.

(a) Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County will perform inspections both during and upon completion of construction of the Development to determine if the Development is being constructed in accordance with the HOME Regulations and HOPWA Regulations, including the property standards set forth in 24 C.F.R. 92.251 and 24 C.F.R. 574.310. Borrower shall give the County notice when the construction of the Development is complete. If the County determines the Development is not being constructed in accordance with the HOME Regulations and HOPWA Regulations, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

Section 3.18 Developer Fee.

(a) The maximum cumulative developer fee (the "Developer Fee") that may be paid to any entity or entities providing development services to the Development, whether paid up-front out of development sources or on a deferred basis, is not to exceed the amount approved by the County. The County has approved a Two Million Two Hundred Thousand Dollar (\$2,200,000) Developer Fee. The amount of the Developer Fee to be paid up front out of development sources may not exceed [[Two Million Two Hundred Thousand Dollars (\$2,200,000) (the "Priority Developer Fee")]]. Any amount not paid as the Priority Developer Fee must either be deferred and paid out of Borrower's Share of Residual Receipts or contributed

to the Development.

(b) The Priority Developer Fee must be paid in accordance with this subsection (b), provided that Borrower is in compliance with the Loan Documents. The County has the right to review all draw requests provided to lenders of Approved Financing to pay Developer Fee in order to confirm consistency with the terms of this Section.

(i) Initial Fee Payment. No more than 30% of the Priority Developer Fee may be paid at the closing of the Loan (the "Initial Fee Payment").

(ii) Second Fee Payment. Up to an additional 20% of the Priority Developer Fee (the "Second Fee Payment") may be paid at the Completion Date.

(iii) Final Payment. Any remaining amount of the Priority Developer Fee not paid in the Initial Fee Payment and Second Fee Payment may be paid at the Permanent Conversion or must be paid out of Borrower's Share of Residual Receipts or contributed to the Development.

Section 3.19 Partnership Management Fee.

During the Term, the Partnership Management Fee is not to exceed Thirty-Eight Thousand One Hundred Sixty-Nine Dollars (\$38,169) per year in the aggregate. Such amount is intended to represent the amount of Partnership Management Fee allowed by HCD at Permanent Conversion. The Partnership Management Fee may not escalate without the County's prior approval which Borrower may request annually with submission of the Statement of Residual Receipts. Unpaid Partnership Management Fees may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned.

Section 3.20 HOME Monitoring Fee.

In connection with the restrictions imposed on the Development pursuant to the HOME/HOPWA Regulatory Agreement, Borrower shall pay to the County a compliance monitoring fee in the amount of Two Hundred Fifty Dollars (\$250) per HOME-Assisted Unit per year (the "HOME Monitoring Fee"). Borrower shall pay the HOME Monitoring Fee annually to the County on the date that an Annual Payment is due to the County through the end of the Term, regardless of whether there are sufficient Residual Receipts to make an Annual Payment.

Section 3.21 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Development.

ARTICLE 4
LOAN REQUIREMENTS

Section 4.1 Match Requirement.

The Borrower shall ensure that the Loan is matched with a minimum of Five Hundred Twelve Thousand Dollars (\$512,000) in other, non-federal sources, pursuant to and eligible under applicable HOME Regulations.

Section 4.2 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account and replenish the Replacement Reserve Account in the amounts required in the documents evidencing the Permanent Loan. In no event may the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the documents evidencing the Permanent Loan, and approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize and replenish the Operating Reserve Account in the amount required by the documents evidencing the Permanent Loan. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

Section 4.3 Financial Accountings and Post-Completion Audits.

(a) No later than one hundred twenty (120) days following completion of construction of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County.

Section 4.4 Approval of Annual Operating Budget.

Borrower shall provide the following to the County for its review and approval: (i) by not later than sixty (60) days prior to commencement of each Development Fiscal Year for the Term, the estimated annual budget for the upcoming Development Fiscal Year for the operations of the Development which shall include projected income from all sources, projected expenses, including operating expenses, debt service, and deposits to and withdrawals from Development reserves (the "Annual Operating Budget"); and (ii) within ninety (90) days following the end of

each Development Fiscal Year, a report showing the actual income and expenditures with respect to the Development for the immediately preceding Development Fiscal Year and the status of Development reserves. The County's review shall be limited to whether the Development is being operated and managed in accordance with the requirements and standards of the Loan Documents. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.5 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.6 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours upon reasonable notice of not less than 48 hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.7 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the

Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.7, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust, and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's

judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.8 Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean

and orderly condition, and in accordance with the Regulatory Agreements.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.9 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Borrower is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.10 Notices.

Borrower shall promptly notify the County in writing of any and all of the following:

- (a) Any litigation known to Borrower materially affecting Borrower, or the Property and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Borrower receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or Improvements fail in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations, or any change in the management of Borrower;
- (e) That any of the statements in Section 5.1(m) regarding Hazardous Materials are no longer accurate;
- (f) Any Default or event which, with the giving of notice or the passage of time or both, would constitute a Default; and
- (g) Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

Section 4.11 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of HOME Funds and HOPWA Funds; (2) the Regulatory Agreements; (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City Loan, the Accelerator Loan, the HCD AHSC Loan, and the HCD NPLH Loan; and (4) any regulatory requirements imposed on Borrower related to the rental subsidies provided to the Development.

Section 4.12 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants,

lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring the HOME-Assisted Units in the Development to be available to and occupied by HOME Eligible Households in accordance with the Regulatory Agreements, or from requiring the HOPWA-Assisted Unit in the Development to be available to and occupied by a HOPWA Eligible Household in accordance with the Regulatory Agreements.

Section 4.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (which limits may be met through excess/umbrella coverage).

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the

Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.8 above, this Agreement will control. Any payments made in conflict with the Residual Receipts definition and payment requirements of this Agreement will be considered an Event of Default.

ARTICLE 5
REPRESENTATIONS AND
WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

- (a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.
- (b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
- (c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- (d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.
- (e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.
- (f) Compliance with Laws; Consents and Approvals. The construction of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations

of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.6(h) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the construction of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 6
DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Development to completion, within the times set forth in Article 3 above, subject to force majeure.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Social Services Plan, or Tenant Selection Plan that is approved by the County in accordance with the Regulatory Agreements.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c), and Section 6.1(e) through Section 6.1(m)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the

County, the indebtedness evidenced by the Note.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Development. If any claim of lien (other than liens allowed pursuant to any Loan Document or approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the County.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.1 of the Regulatory Agreements.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1(f), through Section 6.1(h) in relation to Borrower's managing general partner.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Notes. The County may cause all indebtedness of Borrower to the County under this Agreement and the Notes, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director of the Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

Borrower: Galindo, L.P.
c/o Resources for Community Development
2220 Oxford Street
Berkeley, CA 94704
Attention: Dan Sawislak

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.13 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.14 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.15 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

The parties are entering into this Agreement as of the last date set forth below.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

Date: July 1, 2022

APPROVED AS TO FORM:

MARY ANN McNETT MASON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

GALINDO, L.P.,
a California limited partnership

By: RCD GP III LLC,
a California limited liability company,
its general partner

By: Resources for Community Development,
a California nonprofit public benefit
corporation,
its sole member/manager

By: _____
Daniel Sawislak,
Executive Director

Date: [July 1, 2022]

EXHIBIT A

LEGAL DESCRIPTION

Real Property in the City of Concord, County of Contra Costa, State of California, described as follows:

PARCEL A:

PARCEL ONE:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE 5.249 ACRE PARCEL OF LAND DESCRIBED IN THE DEED TO PAUL I. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, BOOK 1290, OFFICIAL RECORDS, PAGE 584, THENCE FROM SAID POINT OF COMMENCEMENT, NORTH 57° 54' 10" EAST, 153.16 FEET TO THE WEST LINE OF A STATE HIGHWAY, THENCE SOUTH 13° 17' 55" EAST ALONG SAID WEST LINE 271.77 FEET TO THE ACTUAL POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST 153.05 FEET TO THE EAST LINE OF SAID KELLER PARCEL, 1290 OR 584; THENCE SOUTH 13° 17' 55" EAST, ALONG SAID EAST LINE 40 FEET, THENCE NORTH 58° 02' EAST 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, DISTANT THEREON SOUTH 13° 17' 55" EAST, 40 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 13° 17' 55" WEST, 40 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF THE RANCHO MONTE DEL DIABLO, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM CONCORD TO WALNUT CREEK AT THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO HARRY BURDG ET UX, RECORDED SEPT. 26, 1949, BOOK 1440, OFFICIAL RECORDS, PAGE 129, THENCE FROM SAID POINT OF BEGINNING SOUTH 58° 02' WEST ALONG SAID SOUTH LINE, 153.05 FEET TO THE SOUTHWEST CORNER OF SAID BURDG PARCEL 1440 OR 129, THENCE SOUTH 13° 17' 55" EAST, 2 FEET, THENCE NORTH 58° 02' EAST PARALLEL WITH THE SOUTH LINE OF SAID BURDG PARCEL, 1440 OR 129, 153.05 FEET TO THE WEST LINE OF SAID STATE HIGHWAY, LEADING FROM CONCORD TO WALNUT CREEK, THENCE

NORTH 13° 17' 55" WEST ALONG SAID WEST LINE, 2 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID PARCEL:

THAT PORTION CONVEYED TO THE CITY OF CONCORD IN DEED RECORDED FEBRUARY 10, 1969 IN BOOK 5809, PAGE 36 OF CONTRA COSTA COUNTY RECORDS.

PARCEL B:

PORTION OF THE RANCHO MONTE DEL DIABLO DESCRIBED AS:

BEGINNING ON THE WEST LINE OF THE STATE HIGHWAY LEADING FROM WALNUT CREEK TO CONCORD AT THE SOUTHEAST LINE OF THE STRIP OF LAND DESCRIBED IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO HARRY BURDG, RECORDED MAY 4, 1954 (FILE NO. 22241); THENCE FROM SAID POINT OF BEGINNING SOUTH 13° 17' 55" EAST, ALONG SAID WEST LINE, 150 FEET; THENCE SOUTH 76° 42' 05" WEST, 145.31 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED AS PARCEL ONE IN THE DEED FROM L. ERVIN LEHMER, ET UX, TO PAUL L. KELLER, ET UX, RECORDED SEPTEMBER 7, 1948, IN BOOK 1290 OF OFFICIAL RECORDS, PAGE 584; THENCE ALONG SAID EAST LINE, NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 535 FEET, THE CENTER OF WHICH BEARS SOUTH 78° 39' 10" WEST, AN ARC DISTANCE OF 18.22 FEET TO A POINT FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74° 42' 05" WEST, AND NORTH 13° 17' 55" WEST 82.64 FEET TO THE SOUTHEAST LINE OF SAID BURDG PARCEL (FILE NO. 22241); THENCE NORTH 58° 02' EAST, ALONG SAID SOUTHEAST LINE, 153.05 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

THAT PORTION CONVEYED TO THE CITY OF CONCORD BY FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 14, 1971 IN BOOK 6497, OFFICIAL RECORDS, PAGE 97, CONTRA COSTA COUNTY RECORDS.

APN: 126-164-051-8 and 126-164-054-2

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C
NEPA MITIGATION REQUIREMENTS

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DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

GALINDO, L.P.

Galindo Terrace

dated July 1, 2022



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Amendment Agreement #74-355-16 with Lisa Wang, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #74-355-16 with Lisa Wang, M.D., an individual, effective September 1, 2022, to amend Contract #74-355-14, to increase the payment limit by \$18,850 from \$230,630 to a new payment limit of \$249,480, with no change in the original term July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this amendment will result in additional annual expenditures of up to \$18,850 for FY 2022-2023 and will be funded 100% by Mental Health Realignment. (No rate increase)

BACKGROUND:

This contract meets the social needs of County’s population by providing psychiatric services for mentally ill adults in West Contra Costa County. Dr. Wang has been providing psychiatric services for mentally ill patients, since July 1, 2009.

On May 17, 2022 the Board of Supervisors approved Contract #74-355-14 with Lisa Wang, M.D., in an amount not to exceed \$230,630 for the provision of psychiatric services for mentally ill adults in West Contra Costa County.

Approval of Amendment Agreement #74-355-16 will allow the contractor to provide additional mental health services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients in West County requiring outpatient psychiatric services will not have access to contractor’s services, which may result in a reduction in levels of service to the community.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Laura Cassell, Deputy

cc: Alaina Floyd, marcy.wilham



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: West Advanced Technologies

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Contra Costa County Office of the Sheriff (CCCSO), or designee, to execute a contract with West Advanced Technologies, Inc. (WATI) in amount not to exceed \$420,516 to migrate the Automated Regional Information Exchange System (ARIES) from an on-premise infrastructure to Microsoft Azure, a cloud-based infrastructure, for the period of June 1, 2022 through March 31, 2023.

FISCAL IMPACT:

\$420,516.00; Homeland Security's Urban Areas Security Initiative (UASI) Grant and ARIES org #2551 Funding.

BACKGROUND:

The Automated Regional Information Exchange System (ARIES) is a proprietary software application owned and operated by the Office of the Sheriff, Contra Costa County (CCCSO). ARIES is used by the CCCSO and partnered law enforcement agencies for a wide variety of essential law enforcement functions which are accessed from the sub-modules in the application.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

BACKGROUND: (CONT'D)

These include:

- **Live Search:** This module allows officers to access persons information, including criminal history, whether persons are the subject of protective or restraining orders (either the protected or prohibited person), information on property (i.e., if said property has been reported as stolen) and information on firearms.
- **Total Booking:** This module streamlines the booking process, allowing for more efficient booking of a person, ensuring that timelines which effect areas such as offense charging and timely processing for issuance of citation and release of persons are met.
- **ALPR (Automated License Plate Reader):** This module allows for immediate checks on license plates associated with critical cases, i.e., child abductions or other cases regarding imminent threat to the public.
- **Alerts:** This module allows officers to enter and check for alerts in cases such as missing persons or other cases involving a threat to public or officer safety.
- **Location Alerts:** This module allows officers to flag a particular address for future reference, i.e., immediately advising the officer if the victim in an on-going domestic violence event reports that the suspect has returned to the flagged location.
- **Person Alerts:** This module functions on the same principle as the Location Alert, but tracks a person instead of a location, i.e., the suspect in the above described domestic violence investigation is contacted.
- **Documents:** This module is a one-stop repository of important documents, such as the Domestic Violence Report Supplemental, Child Abuse Reporting Form, Suspected Dependent Adult/Elder Abuse Reporting Form, Strangulation Assessment Card and Domestic Violence Proof Of Service (and Instructions) and Domestic Violence Resource Pamphlet.

The system also allows partners to manage arrest and crime data collected from law enforcement agencies, all of which are processed and stored in CCCSO on-premise servers. Over the years, ARIES has reached several technological milestones that have led to the modern interface that over 9,000 users from 104+ different agencies use today.

Much of ARIES modernization has been accomplished in the last five years thanks to a partnership with West Advanced Technologies, Inc. (WATI). WATI was awarded their first ARIES contract in 2017 to begin the modernization process which involved improving, developing, and supporting the technology behind ARIES. In early 2022, WATI was selected from a competitive request for proposal bidding process to accomplish the next logical milestone for ARIES: to migrate its aging on-premise servers to a CCCSO-owned instance of Microsoft Azure cloud infrastructure.

The purpose of the contract, ARIES Assessment and Cloud Migration 2022, is for WATI to provide design, development, programming, migration, and support services to CCCSO, including without limitation, upgrading the aging and critical ARIES network infrastructure by migrating its entirety to a CCCSO-owned instance of Microsoft Azure cloud. Doing so will enhance security, reliability, and availability. It will right-size storage and processing capacity. Lastly, it will establish a disaster recovery plan which had never been in place.

CONSEQUENCE OF NEGATIVE ACTION:

The ARIES program continues to improve the way it does business everyday by providing a reliable and functional application to law enforcement agencies. If this contract is not approved, the ARIES infrastructure will NOT be able to support:

- the exponential growth of data it contains
- the continual expansion of functions and processes
- growth and addition of agencies
- recent and future technological advancements
- the ever-increasing need for reliability, functionality, and availability, all of which its 9,000+ user-base have come to rely on 24-hours a day, 7 days a week, 365 days a year.



Contra
Costa
County

To: Board of Supervisors
From: Jason Crapo, County Building Official
Date: July 12, 2022

Subject: Weatherization Contract Amendment - Ambient Air (C46815)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Ambient Air, Inc. (C46815), to increase the payment limit by \$300,000 to a new payment limit of \$600,000, with no change to the original term of October 1, 2020 through July 31, 2023, for the purchase or repair of additional heating and air conditioning equipment.

FISCAL IMPACT:

100% State and Federal Weatherization Program Funds for a variety of weatherization projects throughout the county. No impact on the County General Fund.

BACKGROUND:

The Department of Conservation and Development (DCD) has partnered with the Employment and Human Services Department (EHSD) for the past 20 years to provide energy-saving home improvements to low income families throughout unincorporated Contra Costa County, as well as the County's 19 cities. This funding is provided by State and federal grant programs including, but not limited to, the Low Income Home Energy Assistance Program (LIHEAP), the Energy Crisis Intervention Program (ECIP), and the Department of Energy (DOE).

With these grants, the Weatherization Program may provide homes with hot water heaters, furnaces, refrigerators, microwaves, doors, windows, LED (light emitting diode) light bulbs, LED night lights, Tier 2 Advanced power strips, occupancy sensors, weather-stripping, ceiling fans, and attic insulation.

Homes receive a blower door test (a diagnostic tool to locate and correct air infiltration), and homes with gas appliances receive a combustion appliance safety test that checks for carbon monoxide gas leakage. Homes with gas appliances are provided with a carbon monoxide alarm.

Many contracts with current Weatherization Program vendors providing services are expiring July 31, 2023. The most recent amendments were approved by the Board on March 28, 2022.

Under its grant funding contract, the Weatherization Program is required to meet minimum unit production goals (number of homes weatherized) by the end of its annual grant contract term. Failure to maintain the required production goals may result in the State reallocating

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Laura Glass 925-655-3023

cc:

BACKGROUND: (CONT'D)

our share of funding to other counties and could jeopardize our future funding. This contract amendment is necessary because we have need for additional services from Ambient Air that will allow the Weatherization Program to have ready access to water heaters and other necessary supplies and equipment to weatherize homes and meet production goals.

CONSEQUENCE OF NEGATIVE ACTION:

A denial would prevent DCD Weatherization Program from replacing or repairing of heating and air conditioning equipment.

CHILDREN'S IMPACT STATEMENT:

Approval of this item will enable the Weatherization Program to purchase materials necessary to provide home energy efficiency improvements to low-income households, which reduces living expenses and improves comfort and quality of life for children residing in the households served. This supports outcomes Nos. 3 and 5 established in the Children's Report Card: (3) Families are economically self-sufficient; and (5) Families are safe, stable and nurturing.



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Human Resources Director
Date: July 12, 2022

Subject: Payments for Contracted Temporary Help with AppleOne Employment Services, and Nelson Family of Companies

RECOMMENDATION(S):

RATIFY payments made to Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services in the amount of \$2,240,716, and Nelson Family of Companies in the amount of \$156,305 for temporary employment services provided to County agencies, departments, and offices during the period December 1, 2020 through June 30, 2022.

FISCAL IMPACT:

Costs were charged to the operating departments that utilized the contracted temporary help services.

BACKGROUND:

The County has traditionally contracted with Temporary Help vendors to assist County agencies, departments, or offices during peak loads, temporary absences, and emergency situations. These temporary services are crucial to assist staff to continue departmental operations through unplanned situations such as leave of absences, a temporary increase of work that makes recruiting and hiring County temporary staff impractical and/or unprecedented events like the pandemic. The contract extensions with Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, and Nelson Family of Companies expired on November

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Margaret Tolbert, 925-655-2163

cc:

BACKGROUND: (CONT'D)

30, 2020, while Requests for Proposals (RFP) #2101-450 for Contracted Temporary Help Service was in progress.

Due to an administrative oversight, Human Resources discovered that the previous contracts had not been extended during the RFP process to establish new contracts. A ratification of payments is being requested for Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, and Nelson Family of Companies for the County's use of their services from December 1, 2020 through June 30, 2022. New contracts for Contracted Temporary Help services resulting from RFP #2101-450 will be effective July 1, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

Payments made for Contracted Temporary Help Services with Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, and Nelson Family of Companies will not be ratified by the Board of Supervisors.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #74-559-5 with YWCA of Contra Costa/Sacramento

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-559-5 with YWCA Contra Costa/Sacramento, a non-profit corporation, in an amount not to exceed \$250,000, to provide mental health services to recipients of the CalWORKs Program and their children, including individual, group and family collateral counseling, case management, and medication management services to reduce barriers to employment, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$250,000 and will be funded 100% by Substance Abuse Mental Health Works revenues. (No rate increase)

BACKGROUND:

The county has been contracting with YWCA Contra Costa/Sacramento since July 2018 to provide mental health services to recipients of the CalWORKs Program and their children. This contract meets the social needs of County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements.

On July 13, 2021, the Board of Supervisors approved Contract #74-559-4 with YWCA of Contra Costa/Sacramento, in an amount not to exceed \$250,000, for the provision of mental health services to recipients of the CalWORKs Program and their children, including individual, group and family collateral counseling, case management, and medication management services to reduce barriers to employment for the period July 1, 2021 through June 30, 2022.

Approval of Contract #74-559-5 allows the contractor to continue providing services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CalWORKs recipients will not have sufficient access to mental health services as needed.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D,
925-957-5212

By: Laura Cassell, Deputy

cc: E SUISALA, M WILHELM

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are safe, stable and nurturing." Expected program outcome is increased number of CalWORKs participants ready to return to the labor force and earn income after they and their families receive mental health services under this contract.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #77-163-2 with Shadelands Advanced Endoscopy Institute, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-163-2 with Shadelands Advanced Endoscopy Institute, Inc., a corporation, in an amount not to exceed \$450,000, to provide outpatient ambulatory surgery services for Contra Costa Health Plan (CCHP) members, for the period from July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

Approval of this contract will result in contractual service expenditures in an amount not to exceed \$450,000 over a three-year period and is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized ambulatory surgery services for certain health care procedures 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 July 1, 2018.

On May 26, 2020, the Board of Supervisors approved Contract #77-163-1 with Shadelands Advanced Endoscopy Institute, Inc., in the amount of \$350,000 for the provision of outpatient ambulatory surgery services for CCHP members for the period July 1, 2020 through June 30, 2022.

Approval of Contract #77-163-2 will allow the contractor to continue providing ambulatory surgery services to CCHP members through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized ambulatory surgical health care services for CCHP members will not be provided.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: Asset Purchase from Town of Danville - K-9

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner or designee, to execute a contract with the Town of Danville for the County to purchase K-9 Asset "Loizo" for an amount of \$13,718, effective upon approval of this board item.

FISCAL IMPACT:

\$13,718.00, Sheriff Budgeted, ORG 2505.

BACKGROUND:

The Town of Danville ("Town") contracts with the Office of the Sheriff ("Sheriff's Office") for the provision of law enforcement services. The Town owns Police Service Dog ("K-9") "Loizo" that is assigned to a Deputy Sheriff handler assigned to the Town. The Deputy is ending their assignment with the Town and rotating back to the Sheriff's Office. The Sheriff's Office will assume ownership of the K-9 at a rate consistent with a fully trained police dog. The K-9 will continue working with its assigned handler in deployment for the Sheriff's Office. The Sheriff's Office will assume all responsibility and liability for the K-9.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would be unable to purchase the K-9 and lose access to a fully trained resource.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: Men and Women of Purpose

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Men and Women of Purpose in an amount not to exceed \$324,996 for the provision of services to adults transitioning from incarceration for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

\$324,996.00; 100% FY 2022/23 State AB109 Public Safety Realignment Funds

BACKGROUND:

The purpose of this Contract is to continue the Jail to Community Program as part of the County's AB109 public safety realignment plan. As part of the Jail to Community Program, Men and Women of Purpose (MWP), and the Office of the Sheriff-Coroner commit to an ongoing collaboration to strengthen and develop a multi-disciplinary approach to serve adults inside the County's West County Detention Facility, Martinez Detention Facility, and Marsh Creek Detention Facility.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

BACKGROUND: (CONT'D)

Those incarcerated and in the custody of the County's Sheriff-Coroner would need to meet certain criteria to be among the AB 109 re-entry population. Some of the services MWP provides are initial assessments, recommending treatment plans, developing support groups, and assisting participants with the recovery of their California Driver's License, Social Security Card and Green Cards for the re-entry population. MWP will provide participants online access and print-outs of the County's 211 information services and participant services to each of its Outpatient and Day Treatment programs after the participant is released.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the incarcerated people having fewer resources to help avoid recidivism and increased chances of returning to custody, resulting in an increased fiscal impact for the County and potential overcrowding in the jails.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #76-675-3 with University of California San Francisco (dba UCSF Medical Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #76-675-3 containing mutual indemnification, with University of California San Francisco (dba UCSF Medical Center), a government agency in an amount not to exceed \$2,000, to provide laboratory testing services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period July 1, 2022 through July 31, 2022.

FISCAL IMPACT:

Approval of this contract will result in one month expenditures of up to \$2,000 and will be funded as budgeted by the Department in FY 2022-2023 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical laboratory testing services for patients. Therefore, when specialized patient specimen testing is required for patient care and when the required testing equipment is not available at county facilities, the county contracts with outside laboratory testing services to provide specialized testing services. Contractor has been providing laboratory testing services since 2017 formerly under a purchase order with CCRMC.

On July 27, 2021, the Board of Supervisors approved Contract #76-675-2, with University of California, San Francisco (dba UCSF Medical Center), in an amount not to exceed \$25,000 for the provision of specialized laboratory testing services at CCRMC and Contra Costa Health Centers for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #76-675-3 will allow the contractor to continue providing specialized laboratory testing services at CCRMC and Contra Costa Health Centers for the period July 1, 2022 through July 31, 2022. This contract contains mutual indemnification.

This contract is being processed for one month while County and Contractor continue to negotiate the rates for the remainder of 2022 and 2023. Once the rates have been agreed to the Department will process a one-year contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal, 925-370-5100

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring outside laboratory testing services at CCRMC and Contra Costa Health Centers will not have access to Agency's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Cancellation Agreement #26-883-29 and Contract #26-883-30 with Rodney Jon Chan, DPM

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #26-883-29 with Rodney J. Chan, DPM, an individual, effective at the end of business on July 31, 2022; and (2) Contract #26-883-30 with Rodney Jon Chan, DPM, a sole proprietor, in an amount not to exceed \$575,000, to provide podiatry services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$575,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to limited number of specialty providers available within the community, CCRMC and Health Centers rely on contracts to provide necessary specialty health services to their patients. This contractor has been providing podiatry specialty services since May 1998.

On May 11, 2021, the Board of Supervisors approved Contract #26-883-29 with Rodney J, Chan, DPM, in an amount not to exceed \$540,000 for the provision of podiatry services at CCRMC and health centers, for the period February 1, 2021 through November 30, 2024.

In consideration of Contractor's services expected to be utilized, the recent increase in clinic rates and the agreement to continue providing such services, the department and contractor have agreed to (1) mutual cancellation of the current contract in accordance with the General Conditions Paragraph 5 (Termination), of the contract (Cancellation Agreement #26-883-29), and (2) establish a new contract with the correct terms and conditions for the next three years.

Under Contract #26-883-30 contractor will continue to provide podiatry services with a new contract term of August 1, 2022 through July 31, 2025.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Samir Shah, MD, 925-370-5525

cc: Noel Garcia, Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If the cancellation is not approved contractor will not be compensated accurately for the services being provided. If the new contract is not approved, certain specialized podiatry services for CCRMC patients will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: TriTech Software Systems

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with TriTech Software Systems, effective March 1, 2022, to extend the term of the contract to a new expiration date of September 30, 2022, for the continuation of services to upgrade the crime reporting system to comply with State and Federal mandates.

FISCAL IMPACT:

No Net County Cost for the contract, 100% grant funding from the US Department of Justice, Office of Justice Programs Bureau of Justice Statistics Grant.

BACKGROUND:

The FBI's Criminal Justice Information Services Division (CJIS) established and maintains the National Incident-Based Reporting System (NIBRS). To generate detailed national estimates of crime known to law enforcement, using NIBRS data, the Bureau of Justice Statistics (BJS) and the FBI are supporting the National Crime Statistics Exchange (NCS-X) Initiative. To support statistically sound national estimates of

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

BACKGROUND: (CONT'D)

crime, the NCS-X program will support the transition to NIBRIs reporting of a scientifically selected sample of 400 LE agencies nationwide. The Office of the Sheriff's current system is compliant with the NIBRS for direct reporting to the FBI; however, it does not comply with the State and Federal state-specific incident-based crime reporting model that is being implemented and mandated for compliance by the January 1, 2021 implementation date. The State of California Department of Justice has released the additional 196 data elements that are required for reporting to the state. This grant will provide funding for the programming costs required to add California specific reporting requirements, performed by TriTech Software Systems.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the Office of the Sheriff would not meet mandated State and Federal requirements.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #74-448-11 with Edward Lau, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-448-11 with Edward Lau, M.D., an individual, in an amount not to exceed \$351,437, to provide outpatient psychiatric care services to mentally ill older adults in East Contra Costa County, for the period from September 1, 2022 through August 31, 2023.

FISCAL IMPACT:

Approval of this contract will result in budgeted annual expenditures of up to \$351,437 and will be funded 50% by Mental Health Realignment Fund and 50% Federal Medi-Cal. (Rate Increase)

BACKGROUND:

The Behavioral Health Division has been contracting with Edward Lau, M.D., since September 1, 2012 to provide outpatient psychiatric care to mentally ill adults in East Contra Costa County.

On July 27, 2021, the Board of Supervisors approved Contract #74-448-10 with Edward Lau, M.D., in the amount of \$319,448 to provide outpatient psychiatric care to mentally ill adults in East Costa County for the period from September 1, 2021 through August 31, 2022.

Approval of Contract #74-448-11 will allow contractor to continue providing psychiatric services through August 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's clients will not have access to this contractor's psychiatric care services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: Antonia Welty, Deputy

cc: Alaina Floyd, marcy.wilham



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #23-573-8 with Center for Human Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-573-8 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$822,098, to provide social need resource linkage, prison and jail reentry support services, health education and community outreach services to patients and residents of Contra Costa County, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$822,098 and will be funded by 25% Medi-Cal Administration Activities (\$205,525) and 75% Health Services Ambulatory Care (\$616,573) revenues. (No rate increase)

BACKGROUND:

The Behavioral Health Services Department has been contracting with Center for Human Development since August 2018 to provide social need resource linkage, prison and jail reentry support services, health education and community outreach services to patients and residents of Contra Costa County. Expected program outcomes include a decrease in reentrant recidivism, a decrease in food insecurity, an increase in patient's access to Medi-Cal program, health improvements for children with pediatric obesity, adults with diabetes and hypertension and women who are pregnant.

On July 27, 2021, the Board of Supervisors approved Contract #23-573-7 with Center for Human Development in an amount no to exceed \$771,239, to provide social need resource linkage, prison and jail reentry support services, health education and community outreach services to patients and residents of Contra Costa County, for the period July 1, 2021 through June 30, 2022.

Approval of Contract #23-573-8 will allow the contractor to continue to provide services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, vulnerable patient populations served in the county health centers and who are residents of Contra Costa will not receive these services from this contractor.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Ori Tzvieli, M.D., 925-608-5267

cc: Alaina Floyd, marcy.wilham

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in reentrant recidivism, a decrease in food insecurity, an increase in patient's access to Medi-Cal program, health improvements for children with pediatric obesity, adults with diabetes and hypertension and women who are pregnant.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Contract with McKinley Equipment Corporation, a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with McKinley Equipment Corporation, in an amount not to exceed \$500,000 to provide on-call overhead door maintenance and repair services at various County buildings, for the period August 1, 2022 through July 31, 2025, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:

Public Works Facilities Services is responsible for maintenance services of all commercial, mechanical overhead doors, and automatic power gates at various County facilities. Services generally include maintenance, repair or replacement of County commercial overhead, roll-up and fire doors, power gates, power doors, parking lot gates, rolling gates and parking arms. The existing contract for overhead door services expired January 31, 2022.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County Facilities. The Public Works Department recently conducted

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

Contact: Kevin Lachapelle, (925)
313-7082

By: Antonia Welty, Deputy

cc:

BACKGROUND: (CONT'D)

a formal solicitation for overhead door maintenance and repair services. Originally bid on Bidsync #2202-539, McKinley Equipment Corporation, was the contractor awarded for this contract.

The Public Works Department is requesting authorization to execute a contract with McKinley Equipment Corporation. The contract will have a limit of \$500,000 and a term of three (3) years with the option of two (2) one-year extensions and will pay for services according to the rates set forth in the contract. McKinley Equipment Corporation will be able to request rate increases equal to the rate of increase in the Consumer Price Index for the San Francisco - Oakland area as published by the Bureau of Labor Statistics, plus two percent, on each anniversary of the effective date of this contract. The contract will be used on an as-needed basis, with no minimum amount that must be spent. Facilities Services is requesting a contract with McKinley Equipment Corporation to be approved for a period covering three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, overhead doors services with McKinley Equipment Corporation will not happen.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: APPROVE and AUTHORIZE Amendment No. 2 to the Contract with PlayCore Wisconsin, Inc. d/b/a GameTime

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with PlayCore Wisconsin, Inc. d/b/a GameTime, to extend the term through November 30, 2022, to provide on-call playground equipment repair and replacement services, with no change to the payment limit of \$1,200,000, Countywide.

FISCAL IMPACT:

There is no fiscal impact with this action as the amendment is only to extend the term of the contract.

BACKGROUND:

Public Works Facilities Services is responsible for maintenance and upkeep of County grounds. PlayCore Wisconsin, Inc. (dba GameTime) provides repairs and replacement to a variety of playground equipment, synthetic playground surfaces, accessories and other amenities.

The contract with PlayCore Wisconsin, Inc. d/b/a GameTime, is due to expire July 31, 2022. The Public Works Department recently conducted a formal solicitation for on-call playground equipment services (BidSync #2205-566) and respectfully requests

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Kevin Lachapelle (925) 313-7082

cc:

BACKGROUND: (CONT'D)

authorization to extend this contract to November 30, 2022, to ensure the County has access to the contractor's services pending evaluation, award and execution of the new on-call playground equipment services contracts.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, playground maintenance and repair services will be discontinued.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #26-661-14 with Planned Parenthood: Shasta-Diablo, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #26-661-14 containing mutual indemnification with Planned Parenthood: Shasta-Diablo, Inc., a non-profit corporation, in an amount not to exceed \$1,325,688, to provide prenatal services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$1,325,688 and will be funded as budgeted by the department in FY 2022-23, by 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Health Centers rely on contracts to provide necessary specialty health services to their patients. CCRMC has contracted with Planned Parenthood, Shasta Diablo, Inc. for prenatal services since January 19, 2010.

On August 10, 2021, the Board of Supervisors approved Contract #26-661-12 with Planned Parenthood, Shasta Diablo, Inc., in an amount not to exceed \$1,274,700 to provide licensed and certified personnel to perform prenatal services to CCRMC and Contra Costa Health Centers' patients at County's leased clinic facilities located in Concord, Richmond and Antioch, for the period from July 1, 2021 through June 30, 2022.

On January 11, 2022, the Board of Supervisors approved Amendment Contract #26-661-13 with Planned Parenthood, Shasta Diablo, Inc., effective July 1, 2021 to increase the payment limit by \$50,988, from \$1,274,700 to a new payment limit of \$1,325,688, with no change in the original term of July 1, 2021 through June 30, 2022.

Approval of Contract #26-661-14 will allow contractor to continue to provide prenatal services for CCRMC and Contra Costa Health Center patients through June 30, 2023. This contract includes mutual indemnification to hold harmless both parties for any claims arising

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5101

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, contractor will be unable to provide services to a significant number of low-income women in the county who would either be without services or directed to County Health Services sites.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #23-708-3 with LifeLong Medical Care

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-708-3 with Lifelong Medical Care, a non-profit corporation, in an amount not to exceed \$800,000, to provide COVID-19 testing and vaccination support services in underserved areas of the County for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$800,000 and will be funded as budgeted by the department in FY 2022-23, by 100% American Rescue Plan Act Funds. (Rate increase)

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. This contractor provides testing and vaccination services including two to three drive/walk-through sites at LifeLong William Jenkins Health Center, LifeLong Brookside San Pablo Health Center, and LifeLong Pinole Health Center, for patients and community members who are uninsured, and a portable testing program that will identify several consistent weekly locations to effectively reach populations typically lacking access to testing and vaccination services. In addition to site expansion, the contractor added Point of Care (POC) test capability at all current and proposed testing and vaccination locations. Services at all testing and vaccination sites include COVID-19 POC and polymerase chain reaction (PCR), or nasal swab, testing and communication of results, education, outreach and linkage to community resources and insurance coverage for high risk, under-represented communities including the Medi-Cal patients, uninsured individuals and the general public. To expedite access to expanded testing services with timely results (24-48 hours), this contractor will continue its partnership with the UC Berkeley's Innovative Genomics Institute (IGI) for lab services (test kits, results, and platform). This Contractor has been providing these COVID-19 support services since January 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Anna Roth, 925-957-5403

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

On March 23, 2021, the Board of Supervisors approved Contract #23-708 with LifeLong Medical Care, in an amount not to exceed \$1,559,142, for the provision of COVID-19 testing and vaccination support services for underserved areas of the county, for the period January 1, 2021 through December 31, 2021.

On December 14, 2021, the Board of Supervisors approved County Contract Extension Agreement #23-708-1 with LifeLong Medical Care, to extend the termination date from December 31, 2021 to June 30, 2022 with no change in the original payment limit of \$1,559,142, to continue to provide COVID-19 testing and vaccination support in underserved areas of the County.

In May 2022, the County Administrator approved, and executed Administrative Amendment Agreement #23-708-2 with LifeLong Medical Care, effective August 1, 2021, to amend the contract so that necessary technical adjustments could be made to the payment provisions with no change to the original payment limit or term of the contract through June 30, 2022. The original contract included wording for a 2nd vaccine dose, however, the contract needed to say "per subsequent dose" to include the 3rd booster vaccine.

Approval of Contract #23-708-3 will allow the contractor to continue providing COVID-19 testing and vaccination support services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, most vulnerable Contra Costa County residents will continue to be at high risk for COVID-19.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #76-592-6 with Maxim Healthcare Staffing Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #76-592-6 with Maxim Healthcare Staffing Services, Inc., a corporation, in an amount not to exceed \$2,000,000, to provide temporary medical staffing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$2,000,000 and will be funded as budgeted by the Department in FY 2022-2023 by 100% Hospital Enterprise Fund I allocations. (Rate increase)

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the county contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The county has been using the contractor's temporary staffing services since July 1, 2017.

On September 14, 2021, the Board of Supervisors approved Contract #76-592-5 with Maxim Healthcare Staffing Services, Inc., in an amount not to exceed \$2,000,000 to provide temporary medical staffing services for coverage of employee sick leaves, vacations and workers compensation leaves, at CCRMC and Contra Costa Health Centers, for the period July 1, 2021 through June 30, 2022.

Approval of Contract #76-592-6 will allow the contractor to continue providing temporary medical staffing services through June 30, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not have access to contractor's temporary medical staffing services.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5100



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #26-347-42 with Cross Country Staffing, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-347-42 with Cross Country Staffing, Inc., a corporation, in an amount not to exceed \$5,500,000, to provide temporary medical and specialty staffing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$5,500,000 and will be funded 100% by the department in FY 2022-23 by 100% Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

This contract meets the social needs of county's population by providing temporary medical and specialty staffing services. Contractor has been continuously providing temporary medical and specialty staffing services under contract with county since July 1, 2005.

On June 22, 2021, the Board of Supervisors approved Contract #26-347-39 with Cross Country Staffing, Inc., in an amount not to exceed \$5,500,000 to provide temporary medical staffing services, including registered nursing, and Sexual Assault Nurse Examiner (SANE) nursing services at CCRMC and Contra Costa Health Centers for the period from July 1, 2021 through June 30, 2022.

On November 23, 2021, the Board of Supervisors approved Contract Amendment #26-347-40, effective December 1, 2021, to modify the contract to include travel, urgent, and crisis rates for temporary lactation consulting services with no change in the payment limit of \$5,500,000 or term through June 30, 2022.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5100

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On April 12, 2022, the Board of Supervisors approved Contract Amendment #26-347-41, effective March 1, 2022, to increase the crisis rates for nurse staffing with no change in the payment limit of \$5,500,000 or term through June 30, 2022.

Approval of Contract #26-347-42 will allow contractor to continue providing temporary medical and specialty staffing services through June 30, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not have access to contractor's temporary medical staffing services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #26-473-32 with SHC Services, Inc. (dba Supplemental Health Care)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-473-32 with SHC Services, Inc. (dba Supplemental Health Care), a corporation, in an amount not to exceed \$2,000,000 to provide temporary medical staff services at Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers and County Detention Facilities, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

This contract will result in service annual expenditures of up to \$2,000,000 and is funded as budgeted by the Department in FY 2022-23, by 100% Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

This contract meets the social needs of county's population by providing temporary help services for CCRMC, Contra Costa Health Centers and County Detention Facilities. Contractor is able to provide coverage during peak workloads, temporary absences and emergency situations at CCRMC, Contra Costa Health Centers and County's Detention Facilities and has been contracted with the county since July 1, 2003.

On June 8, 2021, the Board of Supervisors approved Contract #26-473-31 with SHC Services, Inc. (dba Supplemental Health Care), in an amount not to exceed \$2,000,000, to provide temporary nurses, medical assistants and other ancillary staffing services at CCRMC, Contra Costa Health Centers and County's Detention Facilities, for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #26-473-32 will allow the contractor to continue to provide temporary medical staff services to assist CCRMC, Contra Costa Health Centers and County's Detention Facilities during peak workloads, temporary absences and emergency situations through June 30, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5100

cc: L Walker, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC, Contra Costa Health Centers and Detention Facilities will not have access to Contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #76-584-6 with All Health Services, Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-584-6 with All Health Services, Corporation, in an amount not to exceed \$1,600,000, to provide temporary medical staffing services at the Contra Costa Regional Medical Center (CCRMC), Contra Costa Health Centers and Detention Facilities for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$1,600,000 and will be funded as budgeted by the Department in FY 2022-2023, by 100% Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

This contract meets the social needs of county’s population by providing temporary medical staffing services. Contractor has been continuously providing temporary medical staffing services under contract with county since May 1, 2017.

On June 22, 2021, the Board of Supervisors approved Contract #76-584-5 with All Health Services, Corporation, in an amount not to exceed \$1,600,000 for the provision of temporary registered nurses, specialty registered nurses, physical and respiratory therapists, and other ancillary medical staffing, to provide coverage during peak workloads, temporary absences and emergency situations at CCRMC, and the county’s Detention Facilities, for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #76-584-6 will allow contractor to continue to provide temporary medical staffing services during peak workloads, temporary absences and emergency situations at CCRMC, and the county’s Detention Facilities through June 30, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the county will not have access to contractor’s temporary medical staffing services.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5100



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #74-476-8 with Consumers Self-Help Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-476-8 with Consumer Self-Help Center, a non-profit corporation, in an amount not to exceed \$274,200, to provide a Patients' Rights Program, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$274,200 as budgeted by the department in FY 2022-23, and will be funded 100% by Mental Health Realignment fund revenues.

BACKGROUND:

The Behavioral Health Services Department has been contracting with Consumers Self-Help Center, since October 2014 to provide a State-mandated Patients' Rights Advocacy Program, including general advocacy and training services, Certification Review Hearing services, and Riese Capacity Hearing services.

On June 8, 2021, the Board of Supervisors approved Contract #74-476-7 with Consumers Self-Help Center, in an amount not to exceed \$255,620, for the provision of a Patients' Rights Program, for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #74-476-8 will allow the Contractor to continue providing a Patients' Rights Program through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have a Patients' Rights Advocacy Program and will be out of compliance with the performance contract with the State Department of Health Care Services, placing funding for the Department's mental health programs at risk.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: Antonia Welty, Deputy

cc: L Walker, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #76-585-6 with Covelo Group, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-585-6 with Covelo Group, Inc., a corporation, in an amount not to exceed \$900,000, to provide temporary medical staffing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2022 through December 31, 2023.

FISCAL IMPACT:

This contract will result in service expenditures of up to \$900,000 and is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the county contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The county has been using the contractor's temporary staffing services since May 1, 2017.

On December 8, 2020 the Board of Supervisors approved Contract #76-585-5 with Covelo Group, Inc. in an amount not to exceed \$900,000 for the provision of temporary pharmacists, laboratory technicians, pharmacy technicians, and permanent placement recruitment services at CCRMC and Contra Costa Health Centers to provide coverage during peak loads, temporary absences and emergencies for the period December 1, 2020 through June 30, 2022.

Approval of Contract #76-585-6 will allow the Contractor to continue to provide temporary medical staffing services through December 31, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring services during peak loads, temporary absences, vacations or emergency situations will not have access to contractor's services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5501

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Grocery and Transportation Vouchers for Clients of the HIV/AIDS and STD Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Director, to purchase transportation and grocery vouchers totaling an amount not to exceed \$17,000 for low-income clients living with HIV or AIDS and served by the HIV/AIDS and STD Program for the period from July 1, 2022 through March 31, 2023.

FISCAL IMPACT:

No County funds are required. The vouchers are 100% funded by Health Resources and Services Administration’s (HRSA) HIV Care Program also referred to as Ryan White Care B Grant, Cost Center 5829.

BACKGROUND:

The HIV/AIDS and STD Program within Contra Costa County’s Public Health received a grant from HRSA to provide food and transportation vouchers to low-income clients who are living with HIV or AIDS and actively enrolled in Medical Case Management. The provision of nutritious food is essential to wellbeing and promotes better health outcomes for clients. The provision of non-emergency transportation services through vouchers enables clients to access or be retained in core medical and support services. All vouchers are distributed based on need as well as eligibility requirements outlined by HRSA. Client assistance to include the following gift cards:

- 300 Safeway Vouchers with a \$20 value totaling \$6,000.
 - 300 SaveMart Vouchers with a \$20 value totaling \$6,000.
 - 35 Tri Delta Transit Vouchers - 10 (20 Ride Regular Fare Pass) with a \$33 value, 15 (20 Ride Disabled Fare Pass) with a \$17 value, and 10 (Dial-A-Ride Booklet) with a \$27.50 value totaling \$860.
 - 16 BART Vouchers - 11 (\$5 general Public Blue Ticket) with a \$5 value and 5 (\$24 Disabled Person Red Ticket) with a \$9 value totaling \$100.
 - 155 ARCO Gas Cards with a \$25 value, a 3.75% processing fee with a \$145.31 value, and 1 Freight charge with a value of \$18.95 totaling \$4,039.26.
- Total Cost = \$16,999.26

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: April Langro, (925) 313-6730

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the HIV/AIDS and STD program would not be fulfilling the goals outlined in HRSA's HIV Care Program Grant and the health and wellbeing of the clients enrolled in the program would be at risk due to barriers associated with low socioeconomic status.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Purchase Order with Tach Tech for Palo Alto Network Hardware, WildFire Subscription and Advanced Threat Prevention Subscription

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a Purchase Order with Tach Tech, and execute support terms and subscription agreement in an amount not to exceed \$534,803.20 to purchase hardware, subscription and support for hardware.

FISCAL IMPACT:

Approval of this purchase order will result in annual expenditures of up to \$534,803.20 as budgeted by the department in FY 2021-22, 100% funding is included in the Hospital Enterprise Fund I Budget.

BACKGROUND:

Contra Costa Health Services (CCHS) current infrastructure consists of 3020 firewall pair at Pittsburg and Concord, and is used to support the hospital, clinics, and ancillary sites, and all users are connected to and rely on this equipment for connectivity. Current infrastructure is reaching end of life and in need of being replaced. Support is mandated under the County's agreement with Epic and is necessary to prevent failures.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to renew the hardware increases the risk of an unexpected failure, and possibly an extended outage. This could negatively impact the patient medical systems and patient care at the hospital and health clinic locations.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Patrick Wilson, (925) 335-8700

cc:

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #76-586-7 with SHC Services, Inc. (dba Supplemental Health Care)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #76-586-7 with SHC Services, Inc. (dba Supplemental Health Care), a corporation, in an amount not to exceed \$2,000,000, to provide temporary medical staffing services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$2,000,000 and will be funded as budgeted by the Department in FY 2022-23 by 100% Hospital Enterprise Fund I allocations. (No rate increase)

BACKGROUND:

CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the county contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The county has been using the contractor's temporary staffing services since April 1, 2017.

On July 13, 2021, the Board of Supervisors approved Contract #76-586-6 with SHC Services, Inc. (dba Supplemental Health Care), in an amount not to exceed \$2,000,000 to provide temporary medical staffing services for coverage of employee sick leaves, vacations and workers compensation leaves, at CCRMC and Contra Costa Health Centers, for the period July 1, 2021 through June 30, 2022.

Approval of Contract #76-586-7 will allow the contractor to continue providing temporary medical staffing services including crisis rates for high demand classifications at CCRMC and Contra Costa Health Centers through June 30, 2023. This contract includes services provided by represented classifications and the county has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients at CCRMC and Contra Costa Health Centers will not have access to contractor's services.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Jaspreet Benepal, 925-370-5501



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Novation Contract #74-378-16 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-378-16 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, in an amount not to exceed \$408,952 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention (PEI) program to help formally homeless families, for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$204,476.

FISCAL IMPACT:

Approval of this contract will result in an annual expenditure of up to \$408,952 for FY 2022-2023 and will be funded by 100% Mental Health Services Act (MHSA) -PEI. (Rate increase)

BACKGROUND:

This contract meets the social needs of County's population by providing an on-site, on-demand and culturally appropriate Prevention and Early Intervention (PEI) program to help formally homeless families. Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions) has been providing MHSA PEI services to the county since July 1, 2009.

On January 18, 2022, the Board of Supervisors approved Novation Contract #74 378-15 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed \$397,041 to provide an on-site, on-demand and culturally appropriate Prevention and Early Intervention program to help formally homeless families for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022.

Approval of Novation Contract #74-378-16 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the county will not have access to contractor's on-site, on-demand and culturally appropriate PEI program.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: Antonia Welty, Deputy

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #23-299-16 with the City of El Cerrito for its Fire Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #23-299-16 with the City of El Cerrito for its Fire Department, a municipal corporation, in an amount not to exceed \$231,426, to provide funding for first responder fire paramedic services within the City of El Cerrito and the Kensington Fire Protection District for the period from July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$231,426 over a 3-year period and will be funded 100% by CSA EM-1 (Measure H). (No rate increase)

BACKGROUND:

County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 14, 2013, the Board of Supervisors authorized the County's Health Services Emergency Medical Services Division approval of CSA EM-1 fire agency funding, based on a population-based funding formula, to partially offset cost to fire agencies providing first responder Paramedic services in Zone B.

On June 11, 2019, the Board of Supervisors approved Interagency Agreement #23-299-15 with the City of El Cerrito for its Fire Department, in an amount not to exceed \$333,036 to provide funding for first responder fire paramedic services within the City of El Cerrito and the Kensington Fire Protection District, for the period from July 1, 2019 through June 30, 2022.

Approval of Interagency Agreement #23-299-16 will allow the County to continue to provide funding for First Responder Paramedic Program services, through June 30, 2025. This contract includes mutual indemnification to hold both parties harmless for any claims arising out of the performance of the contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not receive agency's pre-hospital emergency medical first responder services within the City of El Cerrito.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marshall Bennett, 925-608-5454

cc: L Walker, M Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: July 12, 2022

Subject: Amendment to Purchase Order with ThermoBond Buildings, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf the Chief Information Officer, Department of Information Technology, to execute a purchase order amendment to PO #023439 with Thermo Bond Buildings, LLC to increase the payment limit of \$355,000 by \$45,000 to a new payment limit of \$400,000 for the purchase of a concrete equipment shelter for the Carquinez Tower Project.

FISCAL IMPACT:

The cost for this agreement is funded through General Fund Capital Reserves. (100% General Fund Capital Reserves)

BACKGROUND:

The Board at its meeting of September 21, 2021 authorized the Purchasing Agent to execute a purchase order with Thermo Bond Buildings, LLC in an amount not to exceed \$355,000 to provide a concrete equipment shelter for the Carquinez Tower Project. This shelter will house the critical systems such as air conditioning and heating units, the generator, electrical panels, alarm system and internal and external lighting systems to render the Carquinez communications tower operational.

Since the time

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marc Shorr, 925-608-4071

cc:

BACKGROUND: (CONT'D)

of the original estimate and approval over 9-months ago, the freight charge to transport the 100,000 lb. concrete structure from the factory in Indiana has increased by \$30,000. Additionally, staff from the Department of Information Technology performed a final inspection of the shelter at the factory and detected a design flaw requiring a \$15,000 change order. The change order and increased freight charge account for the \$45,000 PO amendment.

CONSEQUENCE OF NEGATIVE ACTION:

If the purchase order amendment is not approved, the shelter will not be transported.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #23-389-13 with the City of Pinole for its Fire Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #23-389-13 with the City of Pinole for its Fire Department, a municipal government, in an amount not to exceed \$140,739, to provide pre-hospital emergency medical first responder services by the Pinole Fire Department within the City of Pinole, for the period from July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$140,739 over a 3-year period and will be funded 100% by CSA EM-1 (Measure H). (No rate increase)

BACKGROUND:

County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 18, 2013, the Board of Supervisors authorized the County's Health Services Emergency Medical Services Division to use CSA EM-1 funding to partially offset cost to the fire agencies of providing first responder Paramedic services in Zone B.

On June 11, 2019, the Board of Supervisors approved Interagency Agreement #23-389-12 with the City of Pinole for its Fire Department, in an amount not to exceed \$148,311 to provide first responder fire paramedic services by the Pinole Fire Department within the City of Pinole, for the period from July 1, 2019 through June 30, 2022.

Approval of Interagency Agreement #23-389-13 will allow the agency to continue providing the First Responder Paramedic Program services, through June 30, 2025. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, residents of the City of Pinole will not receive first responder fire paramedic services by the City of Pinole Fire Department which may have a negative impact on patient care.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marshall Bennett, 925-608-5454

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #23-392-11 with the Rodeo-Hercules Fire Protection District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #23-392-11 with the Rodeo-Hercules Fire Protection District, a public Agency, in an amount not to exceed \$268,524, to fund first responder fire paramedic services by the Rodeo-Hercules Fire Protection District within the City of Hercules and the unincorporated area of Rodeo, for the period from July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$268,524 over a 3-year period and will be funded 100% by CSA EM-1 (Measure H). (No rate increase)

BACKGROUND:

County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 18, 2004, the Board of Supervisors authorized the County's Health Services Emergency Medical Services Division to use CSA EM-1 funding to partially offset cost to the fire agencies of providing first responder Paramedic services in Zone B.

On June 11, 2019, the Board of Supervisors approved Interagency Agreement #23-392-10 with Rodeo-Hercules Fire Protection District, in an amount not to exceed \$264,012 to provide first responder fire paramedic services, for the Rodeo-Hercules Fire Protection District for the period from July 1, 2019 through June 30, 2022.

Approval of Interagency Agreement #23-392-11 will allow contractor to continue to provide First Responder Paramedic Program services through June 30, 2025. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not be able to reimburse agency for the cost of pre-hospital emergency medical first responder services within the Rodeo-Hercules Fire Protection District, until patient care is assumed by county's emergency ambulance contractor.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marshall Bennett, 925-608-5454

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #23-550-4 with Crockett-Carquinez Fire Protection District

RECOMMENDATION(S):

Acting as the Contra Costa County Board of Supervisors and the Governing Board of the Crockett-Carquinez Fire Protection District, APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Interagency Agreement #23-550-4 with Crockett-Carquinez Fire Protection District, a public agency, in an amount not to exceed \$19,434, to provide funding for Fire First Responder Emergency Medical services, for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$19,434 over a 3-year period and will be funded 100% by CSA EM-1 (Measure H). (No rate increase)

BACKGROUND:

County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 14, 2013, the Board of Supervisors approved Measure H Zone B population-based fire allocations for the Crockett-Carquinez Fire Protection District to partially subsidize prehospital emergency medical first responder services in Zone B.

On June 11, 2019, the Board of Supervisors approved Interagency Agreement #23-550-3 with Crockett-Carquinez Fire Protection District, in an amount not to exceed \$21,189 to provide First Responder and Emergency Medical services, for the period July 1, 2019 through June 30, 2022.

Approval of Interagency Agreement #23-550-4 will allow Contractor to continue providing First responder and Emergency services through June 30, 2025. This Contract includes mutual indemnification to hold both parties harmless for any claims arising out of the performance of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not receive pre-hospital emergency medical first responder services from agency, within the Crockett-Carquinez Fire Protection District.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 07/12/2022 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marshall Bennett, 925-608-5454

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Interagency Agreement #23-551-4 with City of Richmond on behalf of its Fire Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director or designee, to execute Interagency Agreement #23-551-4 with the City of Richmond on behalf of its Fire Department, in an amount not to exceed \$688,386, to provide pre-hospital emergency medical first responder services within the City of Richmond, for the period July 1, 2022 through June 30, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$688,386 over a 3-year period and will be funded 100% by CSA EM-1 (Measure H). (No rate increase)

BACKGROUND:

County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 14, 2013, the Board of Supervisors authorized the County's Health Services Emergency Medical Services Division approval of CSA EM-1 fire agency funding, based on a population-based funding formula, to partially offset cost to the fire agencies providing first responder Paramedic services in Zone B.

On June 11, 2019, the Board of Supervisors approved Contract #23-551-3 with the City of Richmond on behalf of its Fire Department, in an amount not to exceed \$669,066 to provide funding for First Responder Emergency Medical services, for the period July 1, 2019 through June 30, 2022.

Approval of this Interagency Agreement #23-551-4 will allow the county to continue providing funding for First Responder and Emergency Medical services through June 30, 2025. This contract includes mutual indemnification to hold both parties harmless for any claims arising out of the performance of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, county will not receive agency's pre-hospital emergency medical first responder services within the City of Richmond.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Marshall Bennett, 925-608-5454

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #74-190-23 with Mental Health Management I, Inc. (dba Canyon Manor)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-190-23 with Mental Health Management I, Inc. (dba Canyon Manor), a corporation, in an amount not to exceed \$267,234, to provide mental health subacute care and treatment services for adults, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in budgeted annual expenditures of up to \$267,234 and will be funded 100% by Mental Health Realignment funds. (Rate increase)

BACKGROUND:

This contract meets the social needs of the County’s population in that it provides long-term care for adults with serious mental illness who require skilled nursing inpatient psychiatric care. Contra Costa County has been contracting with Mental Health Management I, Inc. (dba Canyon Manor) for mental health subacute care and treatment services for adults since December 2002.

On May 11, 2021, the Board of Supervisors approved Contract #74–190–22 with Mental Health Management I, Inc. (dba Canyon Manor), in an amount not to exceed \$255,719 to provide mental health sub-acute care and treatment services for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #74–190–23 will allow the contractor to continue to provide services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive any mental health subacute care and treatment services provided by this contractor.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Suzanne Tavano, Ph.D.,
925-957-5201

By: Antonia Welty, Deputy

cc: L Walker, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #22-806-34 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 #22-806-34 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, 2022 through June 30, 2023.

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 funds. (No rate increase)

BACKGROUND:

This Contract meets the social needs of 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. Contractor has been providing consulting and technical assistance services to county under this contract since April 2001.

On September 21, 2021, the Board of Supervisors approved Contract #22-806-32 with Public Health Foundation Enterprises, Inc. (dba Heluna Health) 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.

On January 1, 2022, the Board of Supervisors approved Amendment Agreement #22-806-33, effective January 1, 2022, to provide additional administrative, technical and medical services for County's Public Health Division with no change in the payment limit of \$795,096 or term of July 1, 2021 through June 30, 2022.

Approval of Contract #22-806-34 will allow the contractor to continue to provide consulting and technical assistance services through June 30, 2023.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Ori Tzvieli, M.D., 925-608-5267

cc: L Walker, M Wilhelm

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.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #27-979-5 with Enlight Consulting Co.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-979-5 with Enlight Consulting Co., a corporation, in an amount not to exceed \$3,000,000, to provide primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and county recipients, for the period August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$3,000,000 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 PCP services including, but not limited to: family/internal medicine 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 providing these services since August 2016.

On May 26, 2020, the Board of Supervisors approved Contract #27-979-4 with Enlight Consulting Co., in an amount not to exceed \$550,000, for the provision of PCP services for CCHP members and county recipients, for the period from August 1, 2020 through July 31, 2022.

Approval of Contract #27-979-5 will allow the contractor to continue providing PCP services for CCHP members and county recipients through July 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain PCP services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Sharron Mackey, 925-313-6104

cc: Noel Garcia, Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #77-158-2 with Louis A. Enrique, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-158-2 with Louis A. Enrique, M.D., an individual, in an amount not to exceed \$300,000, to provide primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and county recipients, for the period from August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain PCP services including, but not limited to: internal medicine 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 providing these services since July 2018.

In June 2020, the County Administrator approved and Purchasing Services Manager executed Contract #77-158-1, with Louis A. Enrique, M.D., in the amount of \$150,000 for the provision of primary care services for CCHP members and County recipients, for the period from August 1, 2020 through July 31, 2022.

Approval of Contract #77-158-2 will allow the contractor to continue providing PCP services for CCHP members and County recipients through July 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain PCP services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the county will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Sharron Mackey, 925-313-6104

cc: Noel Garcia, Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #23-706-3 with La Clinica De La Raza, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-706-3 with La Clinica De La Raza, Inc., a corporation, in an amount not to exceed \$660,930, to provide COVID-19 outreach services, mobile testing and vaccine administration for residents of Contra Costa County, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$660,930 for FY 2022-2023 and will be funded 100% by American Rescue Plan Act Funds.

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes outreach, testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19.

This contract establishes a relationship between county and contractor to reduce the spread of COVID-19 in vulnerable communities by providing mobile testing and vaccine administration as it becomes available to residents in Contra Costa County. The contractor has been providing these services since January 1, 2021.

On February 9, 2021, the Board of Supervisors approved Contract #23-706 with La Clinica De La Raza, Inc., in an amount of \$780,280 to provide COVID-19 outreach, mobile testing and vaccine administration, for the period January 1, 2021 through December 31, 2021.

On December 14, 2021, the Board of Supervisors approved Extension Agreement #23-706-2 with La Clinica De La Raza, Inc. to extend the termination date from December 31, 2021 to June 30, 2022 with no change in the original payment limit to continue to provide COVID-19 outreach, mobile testing and vaccine administration.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Anna Roth, 925-957-2670

cc: Tasha Scott

BACKGROUND: (CONT'D)

Approval of Contract #23-706-3 will allow the Contractor to continue to provide COVID-19 outreach services, testing and vaccine through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County will not have access to Contractor's COVID-19 testing and vaccine administration services which would reduce the spread of COVID-19 in vulnerable communities.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Cancellation Agreement #26-395-27 and Contract #26-395-28 with Locumtenens.com, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #26-395-27 with Locumtenens.com, LLC, a limited liability company effective at close of business on June 30, 2022; and (2) Contract #26-395-28 with Locumtenens.com, LLC, a limited liability company, in an amount not to exceed \$600,000, to provide temporary physician services at Contra Costa Regional Medical Center (CCRMC), and Contra Costa Health Centers, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

This contract will result in annual contractual service expenditures of up to \$600,000 for FY 2022-2023 and is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

CCRMC 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 providing services to CCRMC and Contra Costa Health Centers since 2000, and provides temporary medical staff services to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations when additional staffing is required.

After ongoing negotiations between the department and the contractor they have mutually agreed to a rate increase, therefore, in accordance with General Conditions Paragraph 5 (Termination) of the contract, the department and contractor have agreed to mutual cancellation of this contract. Approval of Cancellation Agreement #26-395-27 will accomplish this termination.

Approval of Contract #26-395-28 will allow the contractor to continue providing temporary physician services at CCRMC and Contra Costa Medical Centers for the period July 1, 2022 through June 30, 2023. County has met its obligations with respective labor partners.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Samir Shah, M.D., 925-370-5525

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the contractor will not have contract rate scheduled revised.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Amendment Agreement #74-433-14 with Michael Levin, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #74-433-14 with Michael Levin, M.D., an individual, effective June 1, 2022, to increase the total payment limit by \$25,000 from \$285,496 to a new Payment Limit of \$310,496 to provide additional outpatient services with no change in the term of January 1, 2022 through December 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in a total annual cost of approximately \$25,000 and is funded by 50% Mental Health Realignment and 50% Federal Medi-Cal funds.

BACKGROUND:

The proposed amendment agreement would increase the total payment limit and hourly rate and require the psychiatrist to provide additional services in the Behavioral Health Division's outpatient clinics. The need for the amendment is due to nationwide shortage of psychiatrists resulting in a competitive market for providers and the psychiatry FTE currently assigned to this division is not able to accommodate shifts in the outpatient clinic locations.

On December 7, 2021, the Board of Supervisors approved Contract #74-433-13 with Michael Levin, M.D., in an amount not to exceed \$285,496 for the provision of outpatient psychiatric services, including, diagnosing, counseling, evaluating, medical and therapeutic treatment, consulting, training to other clinical staff, and expert testimony in LPS conservatorship trials, for the period from January 1, 2022 through December 31, 2022.

This amendment was submitted in a timely manner due to an oversight by Behavioral Health Division staff.

Approval of Contract Amendment Agreement #74-433-14 will allow the contractor to provide additional services through December 31, 2022.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Antonia Welty, Deputy

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Behavioral Health Division will not be able to adequately staff its outpatient psychiatric clinics.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Amendment to Contract #74-448-12 with Edward Lau, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement with Edward Lau, M.D., an individual, effective June 1, 2022, to increase the total payment limit by \$25,000 from \$319,488 to a new Payment Limit of \$344,488 to provide additional outpatient services with no change in the term of September 1, 2021 through August 31, 2022.

FISCAL IMPACT:

Approval of this amendment will result in the total annual cost of approximately \$25,000 and will be funded by 50% Mental Health Realignment Funds and 50% Federal Medi-Cal.

BACKGROUND:

The proposed amendment agreement would increase the total payment limit and hourly rate and require the psychiatrist to provide additional services in the Behavioral Health Division's outpatient clinics. The need for the amendment is due to nationwide shortage of psychiatrists resulting in a competitive market for providers and the psychiatry FTE currently assigned to the division is not able to accommodate shifts in the outpatient clinic locations.

On July 27, 2021, the Board of Supervisors approved Contract #74-448-10 with Edward Lau, M.D., to provide outpatient psychiatric care to mentally ill adults in East County for the period from September 1, 2021 through August 31, 2022 in the amount \$319,488.

This amendment is being submitted late due to an oversight by Behavioral Health Division staff.

Approval of Contract Amendment Agreement #74-448-12 will allow the contractor to provide additional services through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Behavioral Health Division will not be able to adequately staff its outpatient psychiatric clinics.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Antonia Welty, Deputy

cc: Marcy Wilhelm

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #77-084-4 with Harmony Healthcare, LLC (dba Harmony Home Health)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-084-4 with Harmony Healthcare, LLC (dba Harmony Home Health), a limited liability company, in an amount not to exceed \$1,500,000, to provide home health care services for Contra Costa Health Plan (CCHP) members, for the period from August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

Approval of this contract will result in service expenditures of up to \$1,500,000 over a three-year period and is funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Services include, and are not limited to: skilled nursing services, physical therapy, home health aide services and medical social services. This contractor has been a part of the CCHP Provider Network since August 1, 2017.

On August 11, 2020, the Board of Supervisors approved Contract #77-084-3 with Harmony Healthcare, LLC (dba Harmony Home Health), in the amount of \$450,000 to provide home health care services for CCHP members, for the period from August 1, 2020 through July 31, 2022.

Approval of Contract #77-084-4 will allow the Contractor to continue providing home health care services for CCHP members through July 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, home health care services will not be provided to CCHP members by this contractor.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Sharron Mackey, 925-313-6104

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #24-949-39(17) with A Step Forward Child Abuse Treatment and Training Programs, A Marriage, Family and Child Counseling Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-949-39(17) with A Step Forward Child Abuse Treatment and Training Programs, A Marriage, Family and Child Counseling Corporation, a corporation, in an amount not to exceed \$472,000 to provide Medi-Cal specialty mental health services, for the period from July 1, 2022 through June 30, 2024.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up \$472,000 over a 2-year period and will be funded by 50% Federal Medi-Cal and 50% State Mental Health Realignment. (Rate increase)

BACKGROUND:

On January 14, 1997, the Board of Supervisors adopted Resolution #97/17, authorizing the Health Services Director to contract with the State Department of Mental Health, (now known as the Department of Health Care Services) to assume responsibility for Medi-Cal specialty mental health services. Responsibility for outpatient specialty mental health services involves contracts with individual, group and organizational providers to deliver these services. Contractor has been providing these services since July 2014.

On June 16, 2020, the Board of Supervisors approved Contract #24-949-39(15) with A Step Forward Child Abuse Treatment and Training Programs, A Marriage, Family and Child Counseling Corporation, in an amount not to exceed \$296,231 for the provision of Medi-Cal specialty mental health services, for the period July 1, 2020 through June 30, 2022.

On January 11, 2022, the Board of Supervisors approved Amendment Agreement #24-949-39(16), effective January 1, 2022, to increase the payment limit from \$296,231 to \$426,231, with no change in original term July 1, 2020 through June 30, 2022.

Approval of Contract #24-949-39(17) will allow the contractor to continue providing Medi-Cal specialty mental health services through June 30, 2024.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Antonia Welty, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, services provided to Contra Costa Mental Health Plan Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #74-331-14 with Helios Healthcare, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-331-14 containing mutual indemnification with Helios Healthcare, LLC, a limited liability company, in an amount not to exceed \$473,840 to provide sub-acute skilled nursing care services for serious mentally ill and neurobehavioral clients, for the period from July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$473,840 for FY 2022-2023 and will be funded 100% by Mental Health Realignment funds (\$473,840). (Rate increase)

BACKGROUND:

The County has been contracting with Helios Healthcare, LLC, since July 2008 to provide sub-acute skilled nursing care services for serious mentally ill and neurobehavioral clients.

On June 8, 2021, the Board of Supervisors approved Contract #74-331-13 with Helios Healthcare, LLC, in an amount not to exceed \$473,840, to provide sub-acute skilled nursing care services for serious mentally ill and neurobehavioral clients, for the period from July 1, 2021 through June 30, 2022.

Approval of Contract #74-331-14 will allow the contractor to continue providing services through June 30, 2023. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, there will be fewer sub-acute skilled nursing care services available for the County’s seriously mentally ill and neurobehavioral clients.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Antonia Welty, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Cancellation Agreement #76-701-3 and Contract #76-701-4 with EKB Podiatry Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, as follows: (1) Cancellation Agreement #76-701-3 with EKB Podiatry Inc., a corporation, effective at the end of business on July 31, 2022; and (2) Contract #76-701-4 with EKB Podiatry Inc., a corporation, in an amount not to exceed \$1,050,000, to provide podiatry services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from August 1, 2022 through July 31, 2025.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,050,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to limited number of specialty providers available within the community, CCRMC and Health Centers rely on contracts to provide necessary specialty health services to their patients. This contractor has been providing podiatry specialty services since May 1998.

On July 13, 2021, the Board of Supervisors approved Contract #76-701-2 with EKB Podiatry Inc., in an amount not to exceed \$760,000 for the provision of podiatry services at CCRMC and health center, for the period from August 1, 2021 through July 31, 2024.

The department and contractor have agreed to (1) mutual cancellation of the current contract in accordance with the General Conditions Paragraph 5 (Termination), of the contract (Cancellation Agreement #76-701-3), and (2) establish a new contract with the correct terms and conditions for the next three years.

Under Contract #76-701-4 contractor will continue to provide podiatry services with new rates and a new contract term of August 1, 2022 through July 31, 2025.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Samir Shah, M.D., 925-370-5525

cc: E Suisala, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If the correction is not approved contractor will not be compensated accurately for the services being provided. If the new contract is not approved, certain specialized podiatry services for CCRMC patients will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: July 12, 2022

Subject: Contract Extension Amendment with E-3 Systems, Inc. for Telecommunications Cabling Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract amendment with E-3 Systems to extend the term from July 14, 2022, to January 31, 2023 with no change in payment limit to continue providing installation and maintenance of telecommunications cabling on an as-needed basis.

FISCAL IMPACT:

The cost of this contract is paid for by the Department of Information Technology and is reimbursed by departments or agencies receiving the services.

BACKGROUND:

The Department of Information Technology (DoIT) issued a Request for Proposal (RFP) in 2019 seeking firms who could provide specialized telecommunications cabling services. E-3 Systems was the successful bidder and was awarded the contract on July 15, 2019. Included in the RFP was language that allowed for a two (2) year renewal to the initial agreement.

On April 14, 2020, the Board of Supervisors approved a contract amendment to extend the term from July 15, 2020 to July 14, 2022, and to increase

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: July 12, 2022

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

Contact: Marc Shorr, 608-4071

By: , Deputy

cc: Nancy Zandonella, Michelle Colefield

BACKGROUND: (CONT'D)

the payment limit by \$2,500,000 to a new contract payment limit of \$3,000,000.

The Department of Information Technology (DoIT) continues to utilize E-3 Systems to provide installation and maintenance of telecommunications cabling on an as-needed basis and seeks to extend/amend the contract term from July 14, 2022 to January 31, 2023. DoIT has used E-3 Systems to complete all requested County cabling projects in a timely manner. As part of a long term solution, DoIT is actively working with the Human Resources Department and is in the process of completing a job analysis and salary study for the job classification of Telecommunication Infrastructure Specialist. Once this is complete, the County will recruit to hire two (2) full-time employees into this classification, and decrease the need for E-3 Systems' service in the future.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, DoIT will be unable to meet the current demands and customer services needs in a timely manner and cost-effective basis for telecommunications cabling requests and may be unable to maintain the County wide telecommunications network should an issue emerge requiring maintenance or installation of telecommunications cabling.

CLERK'S ADDENDUM

RELISTED to a future date uncertain.



Contra
Costa
County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: July 12, 2022

Subject: Assignment of Legal Services Contract to Fennemore, LLP, dba Fennemore Wendel

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, an assignment of a legal services contract from Wendel Rosen, LLP, to Fennemore, LLP, dba Fennemore Wendel, effective July 1, 2022, as recommended by the County Counsel.

FISCAL IMPACT:

Eminent domain and real property matters will be charged to pertinent project accounts. The hourly rates for attorneys and paralegals will remain unchanged following the assignment.

BACKGROUND:

The County entered into a legal services contract with Wendel Rosen, LLP, dated September 21, 2021, for specialized legal services in connection with eminent domain and real property matters. Effective July 1, 2022, Wendel Rosen, LLP merged with the law firm Fennemore, LLP. Following the merger, Fennemore, LLP is doing business as "Fennemore Wendel." To enable firm attorneys to continue to provide specialized legal services on the County's behalf, the existing legal services contract needs to be assigned to Fennemore, LLP, dba Fennemore Wendel, effective July 1, 2022.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

Contact: Stephen M. Siptroth, Deputy County Counsel,
(925) 655-2200

By: Antonia Welty, Deputy

cc: Stephen M. Siptroth, Deputy County Counsel

CONSEQUENCE OF NEGATIVE ACTION:

The County would no longer be able to retain this firm for these legal services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Novation Contract #74-554-7 with NAMI Contra Costa

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-554-7 with NAMI Contra Costa, a non-profit corporation, in an amount not to exceed \$655,636, to provide a Family Volunteer Network Program to support families, significant others, and loved ones of consumers experiencing mental health issues, for the period from July 1, 2022 through June 30, 2023, which includes a six-month automatic extension through December 31, 2023, in an amount not to exceed \$327,818.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$655,636 and will be funded by department in FY 2022-23 by 100% Mental Health Services Act (MHSA) funds. (No Rate increase)

BACKGROUND:

The Behavioral Health Services Department has been contracting with NAMI Contra Costa since January 2018 to provide consultation and support to the Family Volunteer Network Program to support families in Contra Costa County who have loved ones with severe and persistent mental illness. This program addresses the unique needs of the participants in developing coping strategies and handling challenges posed by mental illness within their families.

On September 7, 2021, the Board of Supervisors approved Novation Contract #74-554-5 with NAMI Contra Costa, in an amount not to exceed \$618,000 for the provision of support to the County's Family Volunteer Network Program for the period from July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022, in an amount not to exceed \$309,000.

On February 1, 2022, the Board of Supervisors approved Contract Amendment Agreement #74-554-6 with NAMI Contra Costa, to increase the payment limit by \$18,540 from \$618,000 to a new payment limit of \$636,540 for the provision of additional support to the County's Family Volunteer Network Program with no change in the term of July 1, 2021 through June 30, 2022, which included a six-month automatic extension through December 31, 2022.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

Contact: Suzanne Tavano, Ph.D,
925-957-5169

By: Antonia Welty, Deputy

cc: Alaina Floyd, marcy.wilham

BACKGROUND: (CONT'D)

Approval of Novation Contract #74-554-7 replaces the automatic extension under the prior contract and allows the contractor to continue providing services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, families will not receive the support they need from this vendor to support loves ones with mental illness.



Contra
Costa
County

To: Board of Supervisors
From: Mary Ann Mason, County Counsel
Date: July 12, 2022

Subject: Contract for Specialized Professional Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel, or designee, to execute, on behalf of Contra Costa County, a contract for specialized professional services with Sher Edling LLP.

FISCAL IMPACT:

The firm is being engaged on a contingency fee basis. The amount due for specialized professional services will depend on whether any litigation that may be undertaken by the County results in a recovery, as well as the size and structure of the recovery. Any settlement between the County and a defendant to any litigation brought by the County would be subject to Board approval.

BACKGROUND:

The County has the potential to recover damages caused by contamination from Polychlorinated Biphenyls (PCBs), a group of manufactured chemicals that have been determined to have harmful and carcinogenic effects on fish, wildlife and humans. Sher Edling LLP specializes in representing states, cities, public agencies and businesses in environmental cases. The firm's emphasis is holding polluters accountable for the damage they cause.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Janice L. Amenta, Deputy County Counsel, (925) 655-2200

By: Antonia Welty, Deputy

cc: Janice L. Amenta, Deputy County Counsel

BACKGROUND: (CONT'D)

Under the proposed contract, the County will engage Sher Edling to provide professional services in support of the County's claims for relief in connection with damages sustained by the County as a result of actual or threatened contamination related to PCBs and/or other contaminants.

CONSEQUENCE OF NEGATIVE ACTION:

If the County does not engage Sher Edling, the County will not benefit from the firm's expertise in environmental matters as the County addresses PCB and other chemical contamination issues.



**Contra
Costa
County**

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: AtHoc Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment, effective July 1, 2022, with AtHoc Inc., increasing the payment limit by \$251,902 to an amount not to exceed \$4,806,858 and extending the contract expiration date from June 30, 2022 to October 31, 2022, for the provision of proprietary software maintenance for the County's Community Warning System.

FISCAL IMPACT:

Total cost of \$4,806,858; FY 22/23 extension cost of \$251,902, budgeted. This contract is fully funded by the Certified Unified Program Administration (CUPA) with allocated business plan fees.

BACKGROUND:

AtHoc, Inc., is a full-service alert and warning company specializing in fixed siren systems and emergency notification systems. AtHoc, Inc. provides support for the Contra Costa County Community Warning System. The Contra Costa County Community Warning System consists of 25 separate and linked control centers, monitoring systems, and communication systems between emergency responders, sirens (40), and other alerting devices (700+), and automated links to radio and television stations serving the community.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

BACKGROUND: (CONT'D)

The current contract amendment for the extension of term is to allow the subsequent contract secured by RFP to be implemented.

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the County's Community Warning System will not be properly maintained.

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Rescind Prior Board Action Pertaining to Contracted Services Genomic Health, Inc.

RECOMMENDATION(S):

RESCIND Board Action of April 12, 2022 (C.69), which pertained to a contract with Genomic Health, Inc; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #77-097-2, with Genomic Health, Inc., a corporation, in an amount not to exceed \$400,000 to provide outside laboratory testing services for Contra Costa Health Plan (CCHP) members, for the period July 1, 2022 through June 30, 2024.

FISCAL IMPACT:

Approval of this contract will result in service expenditures of up to \$400,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

CCHP has an obligation to provide certain specialized laboratory testing services for its members under the terms of their Individual and Group Health Plan membership contracts with the county, therefore, the county contracts with outside laboratory testing services in order to provide testing services not available at county facilities, to ensure patient care is provided as required. Contractor will begin providing outside clinical laboratory testing for CCRMC upon execution of this contract.

On April, 12, 2022, the Board of Supervisors approved Contract #77-097-2 with Genomic Health, Inc., in the amount of \$400,000 for the provision of specialty laboratory services for CCHP members for the period April 1, 2022 through March 31, 2024.

Approval of this Board Order will rescind the incorrect board order and correct the effective date to July 1, 2022 through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this recommendation is not approved, the prior incorrect Board action will not be corrected and the contract will not be fully executed.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Sharron Mackey, 925-313-6104

cc: K Cyr, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Contract #26-742-15 with God’s Grace Caring Home, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-742-15 with God’s Grace Caring Home, Inc., a corporation, in an amount not to exceed \$216,000, to provide residential board and care services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients in the Patch Program, for the period July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$216,000 and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

The County’s Patch Program provides residential board and care for post medical, surgical and/or custodial care patients who have been discharged from CCRMC and would otherwise not have appropriate follow up care. The county has been contracting with God’s Grace Caring Home, Inc., since April 2013 to provide residential board and care services for CCRMC and Contra Costa Health Center patients in the Patch Program.

In May 2021, the County Administrator approved and the Purchasing Services Manager executed Contract #26-742-12 with God’s Grace Caring Home, Inc., in an amount not to exceed \$162,000 to provide residential board and care services for CCRMC and Contra Costa Health Center patients in the Patch Program, for the period July 1, 2021 through June 30, 2022.

On September 7, 2021, the Board of Supervisors approved Amendment #26-742-14, effective July 1, 2021, to increase the payment limit from \$162,000 to \$204,000 for additional residential board and care services, with no change in term of July 1, 2021 through June 30, 2022.

Approval of Contract #26-742-15 will allow the contractor to continue to provide residential board and care services through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, post-surgery patients will not have access to contractor’s services.

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

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Samir Shah, M.D., 925-370-5525



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Section 1108-2.212 of the County Ordinance Code authorizes the Purchasing Agent to dispose of any personal property belonging to Contra Costa County and found by the Board of Supervisors not to be required for public use. The property for disposal is either obsolete, worn out, beyond economical repair, or damaged beyond repair.

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Nida Rivera, (925) 313-2124

cc:

ATTACHMENTS

Surplus Vehicles & Equipment



To: Board of Supervisors
 From: Alison McKee, County Librarian
 Date: July 12, 2022

Subject: Pleasant Hill Library Opening Day Open Hours

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to open the new Pleasant Hill Library at 10:30 a.m. instead of 9:00 a.m. on July 30, 2022 to accommodate a Grand Opening ceremony starting at 10:00 a.m. (No fiscal impact)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The grand opening of the new Pleasant Hill Library will be on Saturday July 30th. City staff will begin festivities for the public outside the Library at 10:00 a.m. with doors opening no later than 10:30 a.m. Entries to the library will be controlled in such a way that will limit the number of people who are inside the building at any given time in order to avoid inside crowds reaching the level of a 'mega-event', which would require certain COVID protocols dictated by the State of California. Opening at 10:30 instead of 9:00 will give the City of Pleasant Hill staff the opportunity to set up for opening day festivities that will begin at a time that is convenient for both city staff and the public.

CONSEQUENCE OF NEGATIVE ACTION:

Opening day festivities will begin at a time that is not optimal for City of Pleasant Hill staff and the public.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Walt Beveridge 825-608-7730

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Amendment to Purchase Order with Qiagen, LLC (PO #23128)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, an amendment to Purchase Order #23128 with Qiagen, LLC to extend the term through June 30, 2023 with no change to the payment limit of \$500,000 to procure tuberculosis diagnostic screening tests and molecular extraction kits for the Contra Costa Public Health Laboratory.

FISCAL IMPACT:

Approval of this purchase order amendment will result in expenditures of up to \$500,000 and will be funded through the Enterprise Fund I Revenues.

BACKGROUND:

This Board Order would extend expiration of the Purchase Order for Qiagen, LLC laboratory supplies purchased by the Contra Costa Public Health Laboratory.

Contra Costa Public Health Laboratory distributes Qiagen’s Quantiferon tuberculosis-screening collection tubes to Contra Costa County Health Services’ clinics for routine screening for tuberculosis infection in patients. Contra Costa Public Health Laboratory additionally screens these patient specimens using Qiagen diagnostic test kits. Lastly, Qiagen provides molecular kits to aid in the detection of other pathogenic infectious organisms in patient samples.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Contra Costa Public Health Laboratory would be unable to efficiently purchase tuberculosis-screening supplies and delays in testing could occur.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

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

By: Antonia Welty, Deputy

Contact: Ori Tzvieli, 925-313-6713

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Amendment to Purchase Order with Hologic, Inc. (PO #18098)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, an amendment to Purchase Order #18098 with Hologic, Inc., to extend the term from January 1, 2020 to January 16, 2024, with no change to the payment limit of \$1,000,000 to procure laboratory testing supplies.

FISCAL IMPACT:

Approval of this purchase order amendment will result in expenditures of up to \$1,000,000 and will be funded through Enterprise I Fund Revenues.

BACKGROUND:

Approval of this purchase order will allow for the purchase of updated test menu reagents and kits to include Chlamydia, Gonorrhea, Trichomonas vaginalis, Mycoplasma genitalium, Herpes Simplex Virus (HSV) 1 & 2, HIV viral load, HCV viral load, HBV viral load testing, and SARS-CoV-2 screening at the Contra Costa County Public Health Laboratory. Routine high-volume sexually transmitted infection (STI) testing is performed on Hologic instrumentation on a daily basis. Viral load testing, HSV, and Mycoplasma genitalium, previously run on a different manufacturer's aging instrumentation or screened by third-party send-out, was recently transitioned to the Hologic Panther instrument platform. Additionally, demand for SARS-CoV-2 screening has remained available at the Public Health Laboratory during the pandemic, requiring COVID-19 patient specimens to be run on the Hologic instrumentation. The Contra Costa Public Health Lab is actively using a secondary Purchase Order (#023650) with Hologic for all COVID-19 related expenses.

CONSEQUENCE OF NEGATIVE ACTION:

If the purchase order amendment is not approved, the Contra Costa Public Health Laboratory will be unable to purchase the test reagents to incorporate additional STI screening, when necessary, as per CDC recommendations.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Stephanie Trammell,
925-370-5775

By: Antonia Welty, Deputy

cc:

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Inclusionary Housing Agreement for Pantages Bay Project, Discovery Bay

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an inclusionary housing agreement, requiring the construction and sale of 41 affordable units and payment of an in-lieu fee in the amount of \$24,200.22, for the Pantages Bay Project, a 277-unit for-sale housing development in the Discovery Bay area.

FISCAL IMPACT:

There is no cost to the County for entering into the Agreement. If approved, the County will realize a proportional share of the appreciation in value of each of the inclusionary homes if and when they are transferred to a non-income qualified buyer.

BACKGROUND:

The Pantages Bay Project, a residential single-family 277-home subdivision in Discovery Bay was approved by the Board of Supervisors on July 13, 2021. The approved project was subject to the County's Inclusionary Housing Ordinance, and the approval included conditions requiring the construction and sale of inclusionary housing on site, as well as paying an in-lieu fee for a partial unit. The Developer has already paid the in-lieu fee. An Inclusionary Housing Agreement (Agreement) is required by the County's Inclusionary Housing Ordinance and the project approvals to implement the project's inclusionary housing obligations. Staff has prepared the attached Agreement between the County and C & D Discovery Bay LLC and Waterfront Lots LLC, the current property owners. If the property is sold to another developer, the Agreement will run with the land and the new developer will be subject to the Agreement's obligations.

The Agreement requires the developer to construct and sell 41 affordable units. Of the 41 affordable units, 33 must be made affordable to moderate income households, and 8 must be made affordable to lower-income households. The affordable homes must be phased in on the same schedule as the market rate homes and be of the same exterior appearance, with the same average number of bedrooms as the market-rate homes. The attached Final Inclusionary Housing Plan identifies where the affordable units will be located throughout the subdivision, with similar access to the development's amenities, in compliance with the County's Inclusionary Housing Ordinance. County staff will monitor the sales of affordable units to ensure compliance with the affordability restrictions. At the time of the subsequent resale to a non-income qualified buyer, the County will receive a proportionate share of the increase in value, which will be revenue for future affordable housing investments.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: July 12, 2022

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

Contact: Amalia Cunningham,
925-655-2881

By: Antonia Welty, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The project was approved with conditions for the developer to enter into an Inclusionary Housing Agreement pursuant to the County's Inclusionary Housing Ordinances. If the Agreement is not approved, development of the project would be delayed, as an executed agreement is required prior to the issuance of building permits or recordation of the parcel map.

ATTACHMENTS

Inclusionary Housing Agreement -Pantages Bay Subdivision

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director, Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

INCLUSIONARY HOUSING AGREEMENT
(CDGP19-0002, CDRZ19-3252, CDS19-9527, CDDP19-3024)
(Pantages Bay Subdivision, Discovery Bay)

This Inclusionary Housing Agreement (the "Agreement") is dated _____, 20__, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and C & D DISCOVERY BAY LLC, a California limited liability company, and WATERFRONT LOTS LLC, a California limited liability company, ("Developer").

RECITALS

A. Defined terms used but not defined in these recitals have the meaning given to them in Section 1 of this Agreement.

B. Developer owns real property located on various tax parcels at 004-032-062; 004-032-007; 004-032-005; 004-032-006; 004-010-006; 011-230-007; 011-230-006; 011-220-010; 011-220-017; 011-220-018, in the unincorporated Discovery Bay area of Contra Costa County, California, described in Exhibit A (the "Property").

C. The Developer is entering into this Agreement to fulfill the conditions for development that apply to the construction of 277 new for-sale residential units the Developer wishes to construct on the Property, which project has been designated as County Files CDGP19-0002, CDRZ19-3252, CDS19-9527, and CDDP19-3024 (the "Residential Project").

D. The Residential Project is subject to the requirements of the Contra Costa County Inclusionary Housing Ordinance, Chapter 822-4 of the County Ordinance Code (the "Ordinance"). To comply with the Ordinance, the project was approved with a Preliminary Inclusionary Housing Plan.

E. In accordance with the conditions of approval, the Developer has submitted, and the County has approved, the Final Inclusionary Housing Plan dated January 11, 2022, set forth in Exhibit B (the “Plan”). The Plan calls for (i) the construction of 41 residential units in two development phases, with 21 affordable units built in phase one and the remaining 20 affordable units built in phase two, including three (3) 3-bedroom units and five (5) 4-bedroom units that are each affordable to a Lower Income Household (together, the “Lower Income Units”), and twenty-eight (28) 4-bedroom units and five (5) 5-bedroom units that are each affordable to a Moderate Income Household (together, the “Moderate Income Units”) (together, the Lower Income Units and the Moderate Income Units are referred to as the “Inclusionary Housing Units”), (ii) the sale of each of the Lower Income Units to a Lower Income Household and each of the Moderate Income Units to a Moderate Income Household, and (iii) payment by the Developer to the County of an in-lieu fee in the amount of \$24,200.22.

F. The County is charged with the responsibility for improving, increasing, and maintaining the stock of affordable housing in unincorporated Contra Costa County. Pursuant to the Ordinance and the Plan, the Developer is required to enter into and record this Agreement as a condition of the County’s approval of the development of the Residential Project. The County is entering into this Agreement in reliance on the Developer’s promises to meet the requirements of the Ordinance and the Plan and to assure the development of the Inclusionary Housing Units.

The parties therefore agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:
 - a. “Affordable Sales Price” means a sales price that does not exceed the price at which a Moderate Income Household or a Lower Income Household can afford to purchase an Inclusionary Housing Unit.
 - i. For Lower Income Households, the Affordable Sales Price is calculated to include a reasonable down payment and results in projected average monthly housing costs, including ownership housing costs described in California Code of Regulations, Title 25, Section 6920, equal to one-twelfth (1/12th) of thirty percent (30%) of seventy percent (70%) of the area median income adjusted for household size (5 persons for a 4-bedroom unit and 4 persons for a 3-bedroom unit). The Affordable Sales Price will be calculated annually by the County.
 - ii. For Moderate Income Households, the Affordable Sales Price is calculated to include a reasonable down payment and results in projected average monthly housing costs, including ownership housing costs described in California Code of Regulations, Title 25, Section 6920, equal to one-twelfth (1/12th) of forty percent (40%) of one hundred ten percent (110%) of area median income adjusted for household size (5

persons for a 4-bedroom unit and 4 persons for a 3-bedroom unit). The Affordable Sales Price will be calculated annually by the County.

- b. “Conditions of Approval” means conditions of approval nos. 83-94 set forth in the Findings and Conditions of Approval for the Pantages Bay Subdivision (County Files # CDGP19-0002, CDRZ19-3252, CDS19-9527, and CDDP19-3024).
- c. “Lower Income Household” has the meaning set forth in the Ordinance.
- d. “Moderate Income Household” has the meaning set forth in the Ordinance.
- e. “Official Records” means the official records of Contra Costa County.
- f. “Ordinance” means Chapter 822-4 of the County’s Ordinance Code.
- g. “Resale Restriction” means the Buyer’s Occupancy and Resale Restriction Agreement in the form attached as Exhibit D-1.

2. Exhibits. The following exhibits are attached to this Agreement:

- Exhibit A – Legal Description of Property
- Exhibit B – Inclusionary Housing Plan
- Exhibit C – Income Certification Form
- Exhibit D-1 – Form of Resale Restriction
- Exhibit D-2 – Form of Promissory Note
- Exhibit D-3 – Form of Deed of Trust

3. Covenants.

- a. The Developer will cause this Agreement to be recorded against the Property.
- b. The County will release this Agreement, through a termination or such other document in form sufficient to remove this Agreement from title to the Property, after the Developer complies with its obligations under this Agreement and following the County’s receipt of (i) a Resale Restriction in substantial conformity with Exhibit D-1 for each of the Inclusionary Housing Units, executed by the buyer of the unit and recorded in the Official Records, (ii) a promissory note in favor of the County in substantial conformity with Exhibit D-2, from each buyer of an Inclusionary Housing Unit, and (iii) a deed of trust for each of the Inclusionary Housing Units, which is in substantial conformity with Exhibit D-3 and which has been recorded in the Official Records.
- c. The parties expressly intend that the covenants and restrictions set forth in this Agreement run with the land and bind all successors in title to the Property. Notwithstanding the foregoing, the parties agree that the restrictions in this Agreement apply only to the Inclusionary Housing Units and are not binding upon

the market rate units or any common area lots. Furthermore, as to the Inclusionary Housing Units, the buyers of the Inclusionary Housing Units are not bound to perform Developer's obligations under this Agreement but are instead bound by the Resale Restriction, Promissory Note and Deed of Trust executed by each such buyer at their respective close of escrow.

- d. Prior to the release of this Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Property, or any portion of it, is to be held conclusively to have been executed, delivered, and accepted subject to the covenants and restrictions of this Agreement, regardless of whether such covenant and restrictions are set forth in such contract, deed, or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Agreement.
4. Satisfaction of Conditions of Approval. The County hereby agrees that Developer's execution, recordation, performance of, and compliance with this Agreement constitutes performance of the Conditions of Approval and are sufficient to permit the recordation of the final map or filing of building permit applications for the Residential Project, subject to satisfaction of all other applicable conditions and compliance with all provisions of the law. Notwithstanding the foregoing, the Conditions of Approval remain forever applicable to the Residential Project and will survive any transfer of title to the Property (whether voluntary or the result of a trustee's sale, judicial foreclosure, or deed in lieu of foreclosure under or relating to any senior deed of trust or senior lien on the Property) or any assignment of Developer's interest in the Residential Project, and will remain in effect notwithstanding the subordination of this Agreement to any senior developer agreement recorded against the Property in connection with the financing of the Property or the Residential Project.
 5. Inclusionary Housing Unit Standards.
 - a. The Residential Project is a phased residential development. The Inclusionary Housing Units shall be constructed in proportion to the construction of the market rate units. The parties agree that the phasing schedule for construction of the Inclusionary Housing Units will be as described in the Plan.
 - b. The Inclusionary Housing Units must be dispersed throughout the Residential Project. The parties agree that the Inclusionary Housing Units will be located within the Residential Project as described in the Plan.
 - c. The Inclusionary Housing Units must have access to all on-site amenities that are available to the market rate units.
 - d. The construction quality and exterior design of the Inclusionary Housing Units must be comparable to the market rate units. However, the Inclusionary Housing Units may be smaller in size, developed on smaller lots, and have alternative interior finishes. For purposes of this subsection, the term "smaller" means no

more than 10% smaller than the average size of the market-rate homes and lots in the Residential Project.

6. Sale of Inclusionary Housing Units.

- a. In consideration of the subdivision, rezoning, and final development plan approved by the Board of Supervisors on July 13, 2021, the Developer will sell 41 Inclusionary Housing Units in two phases of development, which will include three (3) 3-bedroom units, thirty-three (33) 4-bedroom units, and five (5) five-bedroom units, in a condition meeting the reasonable satisfaction of the County and in accordance with this Agreement.
- b. The Residential Project is a phased residential development. Consistent with the Plan, the Inclusionary Housing Units shall be made available for sale in proportion to the sale of the market rate units. Developer may revise the phasing with the written consent of the County, which shall only be granted in unusual conditions, at the discretion of the Director of the Department of Conservation and Development or his/her designee.
- c. The initial sale of each Lower Income Unit must be at a price that does not exceed the Affordable Sales Price to a buyer that is a Lower Income Household. The initial sale of each Moderate Income Unit must be at a price that does not exceed the Affordable Sales Price to a buyer that is a Moderate Income Household. Notwithstanding the foregoing, the maximum affordable sales price may not exceed the appraised value of the unit.
- d. The initial sale of an Inclusionary Housing Unit may occur only to a household that meets the following criteria:
 - i. For a Lower Income Unit, the household is a Lower Income Household;
 - ii. For a Moderate Income Unit, the household is a Moderate Income Household;
 - iii. The household has not owned a residence within the previous three years; and
 - iv. The household has no more than \$250,000 in assets. This amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and assets in medical savings accounts.
- e. Based on the information provided to the Developer by the buyers of the Inclusionary Housing Units, the Developer or its third-party designee will determine the income-eligibility of each buyer of an Inclusionary Housing Unit prior to permitting the buyer to purchase and occupy the Inclusionary Housing

Unit. The Developer will submit a completed Income Certification Form, attached hereto as Exhibit C, to the County not later than 30 days prior to the close of escrow. The Developer will retain all records related to income eligibility for at least five years.

- f. Developer may independently source qualified buyers for the Inclusionary Housing Units, determine income-eligibility of such buyers, and complete the Income Certification Form, and/or Developer may also hire or utilize one or more third party vendors or brokers to source qualified buyers for the Inclusionary Housing Units, determine income-eligibility of such buyers, and complete the Income Certification Form. If necessary, the County agrees to cooperate with such third parties hired by Developer.
- g. Prior to the close of escrow for the initial sale of each Inclusionary Housing Unit, Developer shall ensure that the following documentation is entered into and/or obtained:
 - i. Appraisal. Developer shall require the buyer to obtain and deliver to Developer a third party appraisal obtained by the buyer in connection with its financing of the purchase of the Inclusionary Housing Unit (or if no appraisal is required, the buyer shall nevertheless obtain a third party appraisal from a third party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders), which appraisal shall set forth the market value of the Inclusionary Housing Unit as if the Inclusionary Housing Unit were unencumbered by this Agreement (the “Appraised Market Value”). The Appraised Market Value shall be used in connection with the calculation of amounts payable to the County under the Resale Restriction and memorialized by a promissory note and secured by a deed of trust.
 - ii. Resale Restriction. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Inclusionary Housing Unit a Resale Restriction in the form attached hereto as Exhibit D-1. The Resale Restriction shall record immediately after the grant deed conveying the Inclusionary Housing Unit and before any deed of trust or other instrument securing any financing to the buyer.
 - iii. Promissory Note. Developer shall require the buyer to execute a promissory note in favor of the County that obligates the buyer to pay the County the amount required under Section 822-4.410(b)(3) of the Ordinance. The promissory note will substantially conform with the form attached hereto as Exhibit D-2 and will be subject to County’s reasonable review and approval.

- iv. Deed of Trust. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Inclusionary Housing Unit a deed of trust in the form attached hereto as Exhibit D-3 to secure performance of the buyer's covenants under the Resale Restriction and payment of the amounts due under the Promissory Note. The deed of trust shall record immediately after the grant deed conveying the Inclusionary Housing Unit and concurrent with the Resale Restriction, subordinate only to the lien for the first mortgage loan obtained by the buyer to finance the purchase of the Inclusionary Housing Unit.

7. Inclusionary Housing Unit Restrictions.

- a. In accordance with County Ordinance Code section 822-4.410(b), Inclusionary Housing Units must remain affordable to households of lower or moderate incomes. Upon the initial sale of each Inclusionary Housing Unit, the Developer will cause agreements that are in substantial conformance with Exhibit D-1 and Exhibit D-3 to be recorded in the Official Records against the Inclusionary Housing Unit. The agreements will stipulate that the Inclusionary Housing Units are to remain affordable to households of lower or moderate incomes. Each recorded agreement will be a covenant running with the land, binding on the assigns, heirs, and successors of the Developer during the term of the Resale Restriction.
- b. The buyer's first mortgage amount may not exceed the amount needed to finance the purchase of the Inclusionary Housing Unit and the buyer's closing costs. The buyer may not refinance any other debt or receive funds at the close of escrow, except to reimburse the buyer for overpayment of estimated buyer closing costs.
- c. The initial purchaser of each Inclusionary Housing Unit must agree to occupy the unit as their principal residence for at least three years unless an emergency requires the earlier sale of the unit.
- d. Prior to the expiration of the Resale Restriction, an Inclusionary Housing Unit may be sold to an above-moderate income purchaser and at a market price, provided that the sale results in a recapture by the County of a financial interest in the unit equal to the sum of (hereinafter the "Recapture Amount"):
 - i. The difference between the initial affordable sales price (the "Initial Purchase Price") and the appraised market value of the unit at the time of the initial sale (the "Initial Appraised Market Value"), such difference is referred to herein as the "Excess Sales Proceeds"; and
 - ii. The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate income purchaser and the Initial Appraised

Market Value. The County's proportionate share of appreciation is equal to the percentage by which the Initial Purchase Price was less than the Initial Appraised Market Value (hereinafter, the "Proportionate Share").

iii. FOR ILLUSTRATION PURPOSES ONLY:

- If the Initial Purchase Price was \$800,000, the Initial Appraised Market Value was \$900,000, and the resale price is \$1,000,000; the Excess Sales Proceeds will be \$100,000 (calculated as \$900,000 - \$800,000); the Proportionate Share will be 11.11% (calculated as $\$100,000 / \$900,000 = 11.11\%$); the Appreciation will be \$100,000 (calculated as $\$1,000,000 - \$900,000 = \$100,000$) and the Proportionate Share of the Appreciation will be \$11,111 (calculated as $11.11\% \times \$100,000$); therefore the seller of the unit will owe the County a total Recapture Amount of \$111,111 (calculated as \$100,000 in Excess Sales Proceeds, plus \$11,111 in the Proportionate Share of Appreciation).
- If the Initial Purchase Price was \$925,000, the Initial Appraised Market Value was \$975,000, and the resale price is \$1,050,000; the Excess Sales Proceeds will be \$50,000 (calculated as $\$975,000 - \$925,000$); the Proportionate Share will be 5.13% (calculated as $\$50,000 / \$975,000 = 5.13\%$); the Appreciation will be \$75,000 (calculated as $\$1,050,000 - \$975,000 = \$75,000$) and the Proportionate Share of the Appreciation will be \$3,847.50 (calculated as $5.13\% \times \$75,000$); therefore seller of the unit will owe the County a total Recapture Amount of \$53,847.50 (calculated as \$50,000 in Excess Sales Proceeds, plus \$3,847.50 in the Proportionate Share of Appreciation).

8. In-Lieu Fee. In addition to the construction and sale of the Inclusionary Housing Units as described herein, the Developer shall pay an in-lieu fee in the amount of \$24,200.22 (the "In-Lieu Fee") to satisfy its inclusionary housing obligations under the Ordinance. The In-Lieu Fee shall be paid prior to the recordation of the first phased final map or the issuance of the first building permit for any portion of the residential development, whichever occurs first.

9. No Discrimination. The Developer will cause all of the units in the Residential Project to be available for sale to members of the general public. The Developer may not give preference to any particular class or group of persons in selling the units, except to the extent required to cause the relevant units to be sold to Moderate Income Households or to Lower Income Households, as applicable. The Developer may not permit discrimination against or segregation of any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source

of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of any unit in the Residential Project. In addition, the Developer may not permit any such practice or practices of discrimination or segregation in connection with the employment of persons in the construction of the Residential Project.

10. Remedies.

- a. For any breach of this Agreement by Developer that the Developer fails to cure within 30 days after delivery of a notice from the County of the breach, the County may, in addition to any other remedy authorized by law, institute against the Developer, or any of its successors in interest, a civil action for declaratory relief, injunction, or any other equitable relief, including but not limited to an action to rescind a transaction.
- b. No right, power, or remedy given to the County by the terms of this Agreement or the Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of this Agreement, the Ordinance, or by any statute or ordinance or otherwise against Developer and any other person; but duplicative damages may not be recovered by the County.
- c. Neither the failure nor any delay on the part of the County to exercise any right and remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right or remedy preclude any other or further exercise of the right or remedy, or any other right or remedy.

11. Notices. All notices required or permitted by any provision of this Agreement are to be in writing and sent by overnight delivery or certified mail, postage prepaid and directed as follows:

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director, Housing and Community Improvement Division

To Developer:

c/o Dave Lazares
Lazares Development
16795 Lark Avenue, Suite 106
Los Gatos, CA 95032

With copy to:

Jack Kent, Esquire
236 North Santa Cruz Avenue, Suite 231
Los Gatos, CA 95030

With copy to:

Pulte Home Company, LLC
4511 Willow Road, Suite 8
Pleasanton, CA 94588
Attn: Jennifer Vo and Dan Carroll

With copy to:

Pulte Home Company, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691
Attn: Donald J. Sajor, Esq.

12. **Records.** Developer shall retain all records related to compliance with obligations under this Agreement for a period not less than five (5) years from the date of origination of the records, and make them available to the County for inspection and copying on five (5) business days' written notice. The County is entitled to monitor compliance with this Agreement and the Ordinance, and Developer shall cooperate with County monitoring, including providing records related to the Inclusionary Housing Units upon request of the County.

13. Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and the referred documents, the following order of precedence will apply: the Inclusionary Ordinance, this Agreement, the Plan.
14. Governing Law. This Agreement is governed by the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.
15. Severability. In the event that any provision or clause of this Agreement, the Deed of Trust, the Resale Restriction, or the Note conflicts with applicable law, such conflict will not affect other provisions of this Agreement, the Deed of Trust, the Resale Restriction, or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Agreement, the Deed of Trust, the Resale Restriction, and the Note are declared to be severable.
16. Mortgagee Protection. No breach of this Agreement by Developer shall defeat or render invalid the lien of any deed of trust or mortgage recorded against the Property or any portion thereof. No lender taking title to the Property or portion thereof through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Developer arising prior to acquisition of possession of the property by the lender. Any lender who has recorded a deed of trust or mortgage against all or any portion of the Property shall have the right, but not the obligation, during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in County's notice. No lender who takes title to all or any portion of the Property through foreclosure or deed in-lieu of foreclosure shall be obligated to construct or continue with construction of the Residential Project on the Property.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

COUNTY:

County of Contra Costa

By: _____

John Kopchik, Director
Department of Conservation and
Development

DEVELOPER:

C & D Discovery Bay LLC, a California
limited liability company

By: _____

Cynthia Lazares, Trustee of the DB
Trust Dated December 13, 2012
Its: Manager

Waterfront Lots LLC, a California limited
liability company

By: _____

By: Cynthia Lazares, Trustee of the DB
Trust Dated December 13, 2012
Its: Manager

(Signatures must be notarized.)

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT "A"
DESCRIPTION
AGREEMENT AREA

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE UNINCORPORATED TERRITORY OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING A PORTION OF RESULTANT PARCEL 2 AS DESCRIBED IN DOCUMENT NUMBER 2022-0042513, CONTRA COSTA COUNTY RECORDS, AND A PORTION OF RESULTANT PARCELS A AND B, AND ALL OF RESULTANT PARCEL D AS DESCRIBED IN DOCUMENT NUMBER 2022-0061614, CONTRA COSTA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID RESULTANT PARCEL A, THENCE ALONG THE WESTERLY LINE OF SAID RESULTANT PARCEL A NORTH 1°00'40" EAST, 160.31 FEET TO THE **POINT OF BEGINNING**.

THENCE CONTINUING ALONG SAID WESTERLY LINE THE FOLLOWING THREE (3) COURSES:

1. NORTH 01°00'40" EAST, 2,456.01 FEET;
2. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 20.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 01°02'25" WEST, HAVING A CENTRAL ANGLE OF 63°07'18" AND AN ARC LENGTH OF 22.03 FEET;
3. THENCE ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, HAVING A CENTRAL ANGLE OF 14°57'47" AND AN ARC LENGTH OF 10.97 FEET;

THENCE LEAVING SAID WESTERLY LINE AND ENTERING POINT OF TIMBER ROAD SOUTH 88°59'27" EAST, 62.61 FEET TO A POINT ON SAID WESTERLY LINE;

THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID RESULTANT PARCEL A AND SAID RESULTANT PARCEL D, AND ALONG THE NORTHERLY LINE OF SAID RESULTANT PARCEL D AND SAID RESULTANT PARCEL B THE FOLLOWING TWENTY-FIVE (25) COURSES:

1. ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 42.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 47°10'50" WEST, HAVING A CENTRAL ANGLE OF 131°48'37" AND AN ARC LENGTH OF 96.62 FEET;
2. NORTH 88°59'27" WEST, 55.32 FEET;
3. NORTH 01°00'05" EAST, 1,020.01 FEET;
4. SOUTH 88°59'27" EAST, 105.14 FEET;
5. SOUTH 62°22'57" EAST, 36.88 FEET;
6. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 160.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 21°56'25" EAST, HAVING A CENTRAL ANGLE OF 106°53'43" AND AN ARC LENGTH OF 298.51 FEET;
7. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 140.00 FEET, HAVING A CENTRAL ANGLE OF 131°43'31" AND AN ARC LENGTH OF 321.87 FEET;
8. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, HAVING A CENTRAL ANGLE OF 96°15'46" AND AN ARC LENGTH OF 336.02 FEET;

9. NORTH 70°25'44" EAST, 57.00 FEET;
10. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 135.00 FEET, FROM WHICH THE RADIUS POINT BEARS NORTH 70°25'44" EAST, HAVING A CENTRAL ANGLE OF 51°36'31" AND AN ARC LENGTH OF 121.60 FEET;
11. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 180.00 FEET, HAVING A CENTRAL ANGLE OF 50°23'06" AND AN ARC LENGTH OF 158.29 FEET;
12. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 320.00 FEET, HAVING A CENTRAL ANGLE OF 54°58'06" AND AN ARC LENGTH OF 307.00 FEET;
13. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, HAVING A CENTRAL ANGLE OF 56°09'14" AND AN ARC LENGTH OF 98.01 FEET;
14. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 120.00 FEET, HAVING A CENTRAL ANGLE OF 105°55'10" AND AN ARC LENGTH OF 221.84 FEET;
15. ALONG A COMPOUND CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CENTRAL ANGLE OF 84°08'28" AND AN ARC LENGTH OF 249.65 FEET;
16. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 55.00 FEET, HAVING A CENTRAL ANGLE OF 71°28'47" AND AN ARC LENGTH OF 68.62 FEET;
17. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 145.00 FEET, HAVING A CENTRAL ANGLE OF 124°01'19" AND AN ARC LENGTH OF 313.87 FEET;
18. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, HAVING A CENTRAL ANGLE OF 51°31'44" AND AN ARC LENGTH OF 296.78 FEET;
19. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 130.00 FEET, HAVING A CENTRAL ANGLE OF 52°45'09" AND AN ARC LENGTH OF 119.69 FEET;
20. SOUTH 23°25'30" EAST, 35.44 FEET;
21. ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, FROM WHICH THE RADIUS POINT BEARS SOUTH 21°10'37" WEST, HAVING A CENTRAL ANGLE OF 61°34'07" AND AN ARC LENGTH OF 214.91 FEET;
22. ALONG A REVERSE CURVE TO THE LEFT WITH A RADIUS OF 176.00 FEET, HAVING A CENTRAL ANGLE OF 47°03'57" AND AN ARC LENGTH OF 144.58 FEET;
23. ALONG A REVERSE CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, HAVING A CENTRAL ANGLE OF 54°19'13" AND AN ARC LENGTH OF 94.81 FEET;
24. SOUTH 00°00'00" EAST, 149.26 FEET;
25. THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.00 FEET, HAVING A CENTRAL ANGLE OF 88°59'27" AND AN ARC LENGTH OF 49.70 FEET;

THENCE LEAVING SAID NORTHERLY LINE AND ENTERING SAID RESULTANT PARCEL B, SAID RESULTANT PARCEL 2, AND SAID RESULTANT PARCEL A THE FOLLOWING EIGHT (8) COURSES:


1. SOUTH 71°08'24" WEST, 27.03 FEET;

2. SOUTH 25°10'17" WEST, 27.43 FEET;
3. SOUTH 01°00'05" WEST, 67.40 FEET;
4. SOUTH 15°42'06" WEST, 1,497.09 FEET;
5. ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 430.00 FEET, HAVING A CENTRAL ANGLE OF 31°14'05" AND AN ARC LENGTH OF 234.41 FEET;
6. SOUTH 46°56'11" WEST, 1,039.42 FEET;
7. SOUTH 47°30'04" WEST, 407.89 FEET;
8. THENCE NORTH 88°59'21" WEST, 56.88 FEET TO THE POINT OF BEGINNING;

CONTAINING 97.64 ACRES MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:


LEONARDO JESUS MARTINEZ
LICENSED LAND SURVEYOR NO. 9368
STATE OF CALIFORNIA

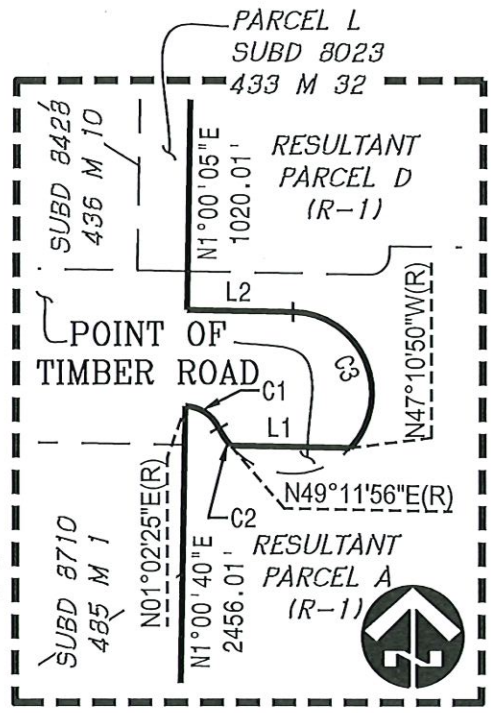
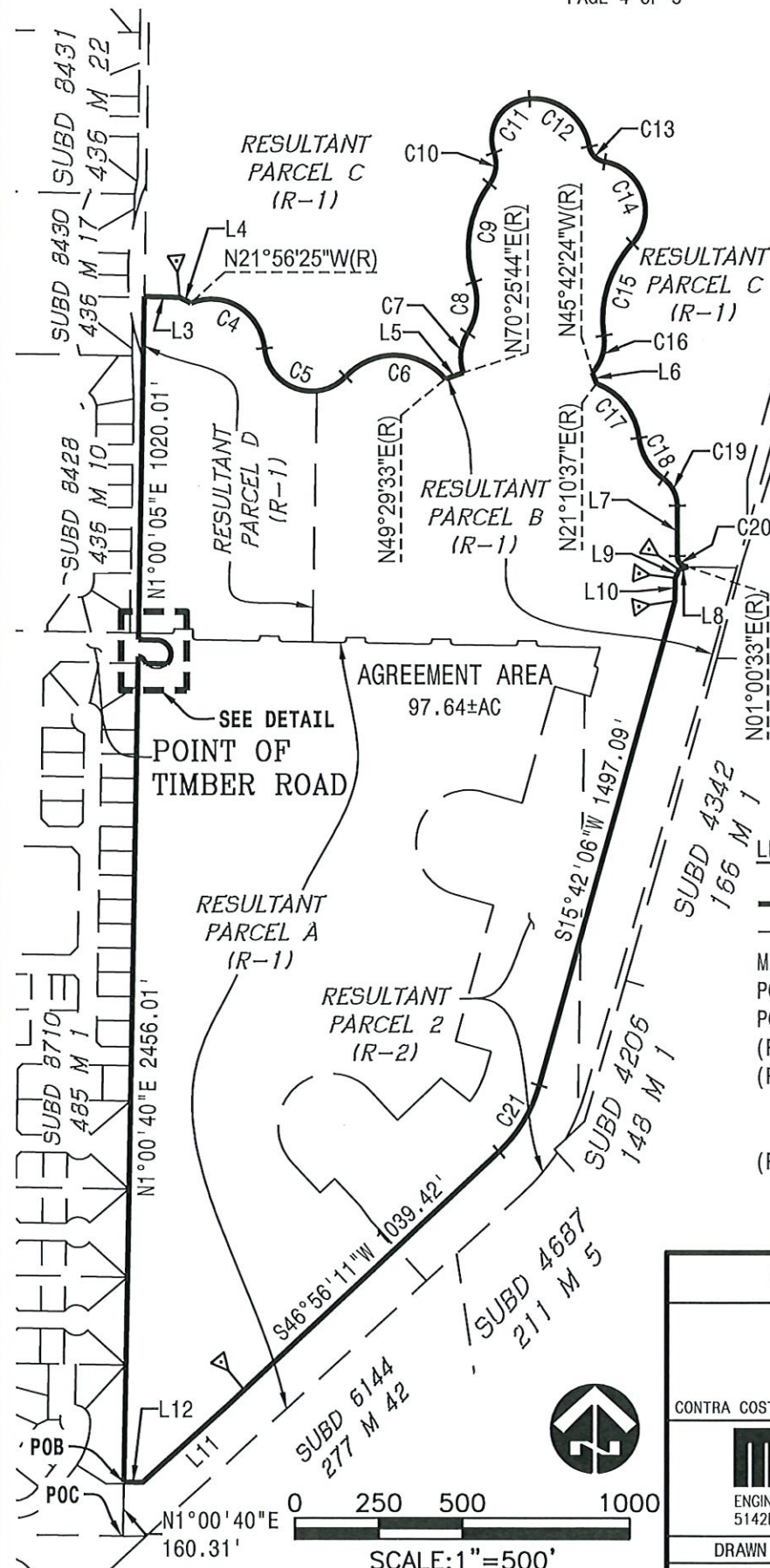


6/29/22
DATE

MACKAY & SOMPS
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
5142 Franklin Drive Suite B, Pleasanton, CA. 94588-3355
(925) 225-0690

EXHIBIT "A"

PAGE 4 OF 5



DETAIL
1"=100'



LEGEND

- BOUNDARY OF DESCRIPTION
- - - EXISTING PARCEL
- M MAP
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- (R) RADIAL BEARING
- (R-1) LOT LINE ADJUSTMENT, DOCUMENT NO. 2022-0061614, CONTRA COSTA COUNTY RECORDS
- (R-2) LOT LINE ADJUSTMENT, DOCUMENT NO. 2022-042513, CONTRA COSTA COUNTY RECORDS

PLAT TO ACCOMPANY DESCRIPTION

AGREEMENT AREA

CONTRA COSTA COUNTY CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
JZL	JUNE 2022	1"=500'	19977.000

EXHIBIT "A"

PAGE 5 OF 5

Curve Table			
Curve #	Radius	Delta	Length
C1	20.00'	63°07'18"	22.03'
C2	42.00'	14°57'47"	10.97'
C3	42.00'	131°48'37"	96.62'
C4	160.00'	106°53'43"	298.51'
C5	140.00'	131°43'31"	321.87'
C6	200.00'	96°15'46"	336.02'
C7	135.00'	51°36'31"	121.60'
C8	180.00'	50°23'06"	158.29'
C9	320.00'	54°58'06"	307.00'
C10	100.00'	56°09'14"	98.01'
C11	120.00'	105°55'10"	221.84'
C12	170.00'	84°08'28"	249.65'
C13	55.00'	71°28'47"	68.62'
C14	145.00'	124°01'19"	313.87'
C15	330.00'	51°31'44"	296.78'
C16	130.00'	52°45'09"	119.69'
C17	200.00'	61°34'07"	214.91'
C18	176.00'	47°03'57"	144.58'
C19	100.00'	54°19'13"	94.81'
C20	32.00'	88°59'27"	49.70'
C21	430.00'	31°14'05"	234.41'

Line Table		
Line #	Bearing	Length
L1	S88°59'27"E	62.61'
L2	N88°59'27"W	55.32'
L3	S88°59'27"E	105.14'
L4	S62°22'57"E	36.88'
L5	N70°25'44"E	57.00'
L6	S23°25'30"E	35.44'
L7	S0°00'00"E	149.26'
L8	S71°08'24"W	27.03'
L9	S25°10'17"W	27.43'
L10	S1°00'05"W	67.40'
L11	S47°30'04"W	407.89'
L12	N88°59'21"W	56.88'



PLAT TO ACCOMPANY DESCRIPTION			
AGREEMENT AREA			
CONTRA COSTA COUNTY		CALIFORNIA	
MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS 5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690			
DRAWN	DATE	SCALE	JOB NO.
JZL	JUNE 2022	NTS	19977.000

EXHIBIT B

Inclusionary Housing Plan

Applicant Pulte Homes
Subdivision Name Pantages
Subdivision # 9527
County File # _____

Property Owner Pantages at Discovery Bay LLC
Site Address Point of Timber Road
APN Multiple
Date Submitted March 8, 2022

Contra Costa County Department of Conservation and Development Inclusionary Housing Plan

There are five different ways of complying with the Inclusionary Ordinance: on site, off site, land conveyance, in lieu fees, and other. The Inclusionary Housing Plan is required to identify which option the applicant is proposing to fulfill the inclusionary housing requirement. Complete the checklist for the appropriate option.

For more information on the Inclusionary Housing Ordinance (including links to the ordinance and the in-lieu fee calculator), please go to the Developing Affordable Housing webpage found here: <http://www.co.contra-costa.ca.us/4881/Developing-Affordable-Housing>

Section A - On Site

The inclusionary housing plan must include the following:

- A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
- A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
- The targeted income levels;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed.

Comments: 41 affordable units to be provided on-site per the Preliminary Inclusionary Housing Plan provided during the Tentative Map approvals (approved April 28, 2021). A partial in-lieu fee to be paid for the remaining 0.55 fractional inclusionary unit required. Refer to attached project description for more details.

Section B - Off-Site

The inclusionary housing plan must include the following:

- A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development;
- A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- Indicate whether the off site development is new construction or acquisition/rehabilitation.

Comments: _____

Applicant _____
Subdivision Name _____
Subdivision # _____
County File # _____

Property Owner _____
Site Address _____
APN _____
Date Submitted _____

Section C - Land Conveyance

The inclusionary housing plan must include the following:

- A project description including the number of on-site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- The targeted income levels;
- Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development.
- Proposed recipient of land conveyance.
- A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development.

Comments: _____

Section D - In-Lieu Fee

- Payment of an in-lieu fee is proposed to satisfy this requirement. The fees shall be pursuant to the fee schedule adopted by the Board of Supervisors.

Note: Only applicable for projects with 5 to 125 units of rental or for-sale housing.

Comments: _____

Section E - Other

- If an alternative compliance method is proposed, information sufficient to allow the County to determine that the alternative would provide equivalent or greater benefit than would result from providing those inclusionary units on site.

Comments: _____

Applicant & Property Owner Verification:

I/We acknowledge that I/we have completely read this form and understand all of the information stated herein. I/We verify that all of the information stated and submitted is complete and accurate to the best of my/our knowledge and should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the ordinance that it may result in increased processing time and/or costs.

Applicant Signature:  Name: Aaron Head Date: 1/11/2022
(Pulte Homes)

Owner Signature:  Name: Cynthia Lazares, Trustee Date: 1/11/2022
DB Trust
(Pantages & Discovery Bay LLC)

Inclusionary Housing Plan

The Pantages project site is located in unincorporated Contra Costa County, approximately 16 miles west of Stockton, 4.5 miles southeast of Brentwood, and 19 miles north of Livermore. The project site is located at the eastern end of Point of Timber Road in Discovery Bay. A Tentative Map was approved on April 28, 2021, which subdivided the 171± acre site into 277 single family lots. The tentative map also includes parcels designated for open space, parks, recreation, and a lake located in the center of the site plan.

A homebuilder was not present during the Tentative Map approval and architecture details were not provided. The Tentative Map applicant proposed a Preliminary Inclusionary Housing Plan (PIHP) to outline the Inclusionary Housing approach for the future home builder. To provide the 41.55 affordable units required by the County's Inclusionary Housing Ordinance (15% of 277 units), the PHIP proposed 41 affordable units and a partial in-lieu fee for the remaining 0.55 unit. The PHIP also provided a breakdown of the target income levels: 33 units (80%) to be affordable to Moderate-income households and 8 units (20%) to be affordable to Low-income households.

Pulte Homes has entered a contract with Pantages at Discovery Bay LLC (developer) to be the primary home builder of the project. The overall plotting mix of affordable and market rate is provided in the table below:

Plan #	# of Bedrooms	Moderate Income Units	Low Income Units	Market Rate Units	Total
1	3*	0	0	57	57
2	3*	0	0	25	25
3	3*	0	3	22	25
4	4	28	5	23	56
5	5	5	0	52	57
6	5	0	0	57	57
Total		33	8	236	277

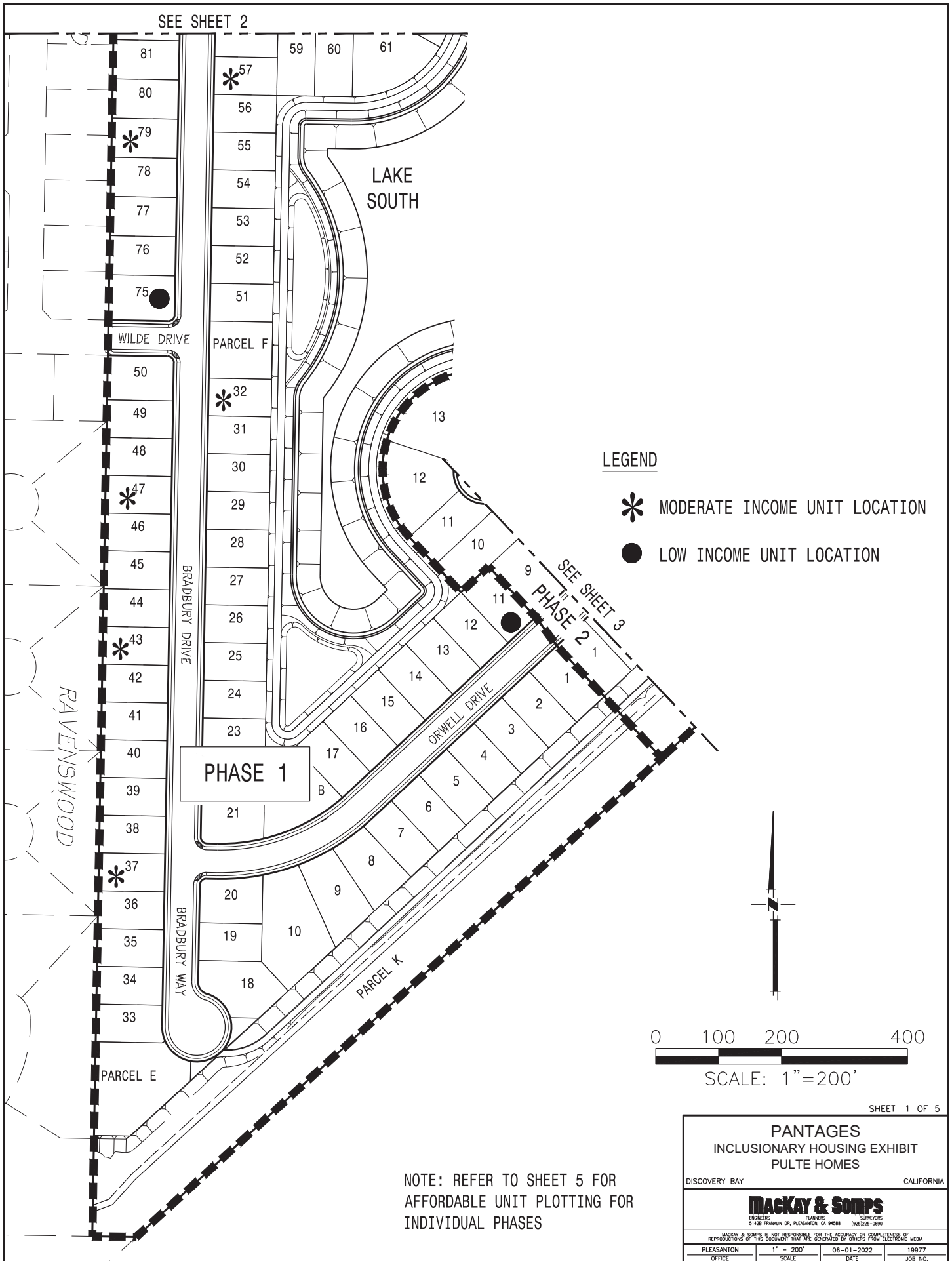
*Floorplans have a flex space option for a 4th bedroom.

The average bedroom count for the affordable units is 4 bedrooms/unit, which is consistent with the overall average for the Pantages development. The locations of the affordable units are provided on the attached "Inclusionary Housing Exhibit."

Phasing



The PIHP anticipated 4 phases of development, with approximately 10 affordable units built in each phase. Currently, only 2 development phases are proposed, with 21 affordable units to be built in Phase 1, and the remaining 20 units to be built in Phase 2.

Income Level	Phase 1	Phase 2	Total
Low	4	4	8
Moderate	17	16	33
Market Rate	118	118	236
Total	139	138	277



SEE SHEET 2

LEGEND

-  MODERATE INCOME UNIT LOCATION
-  LOW INCOME UNIT LOCATION



SCALE: 1"=200'

SHEET 1 OF 5

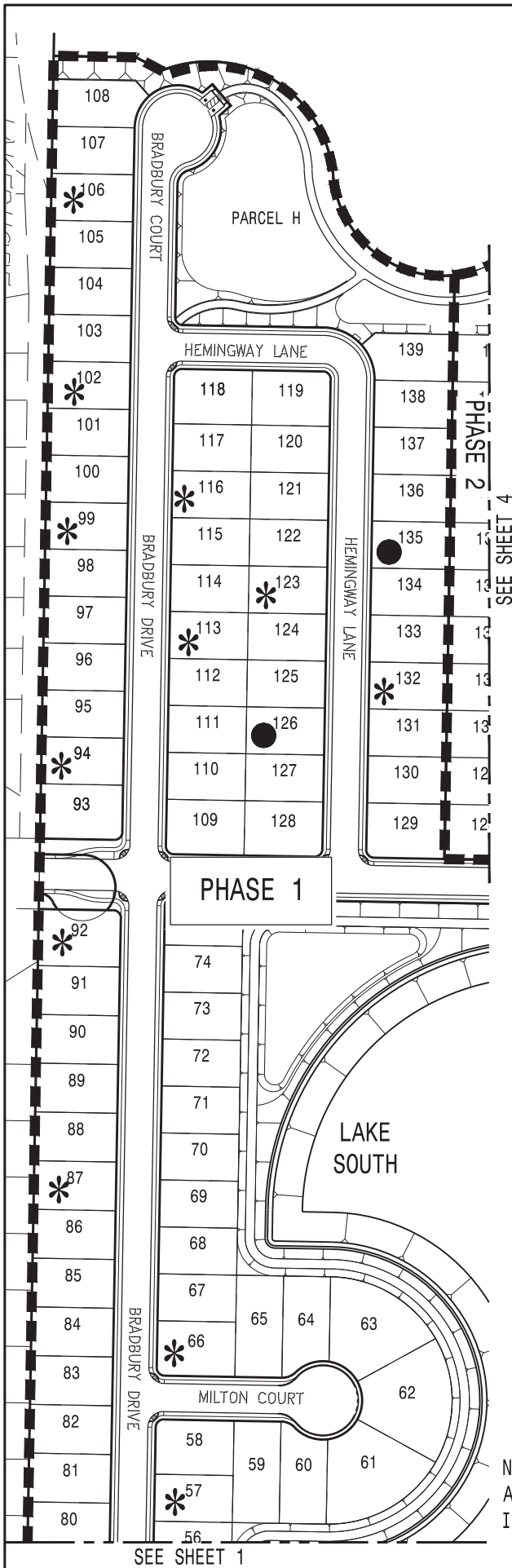
**PANTAGES
INCLUSIONARY HOUSING EXHIBIT
PULTE HOMES**

DISCOVERY BAY CALIFORNIA



Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
51428 FRAWLEY DR., PLEASANTON, CA 94588 (925)225-0690

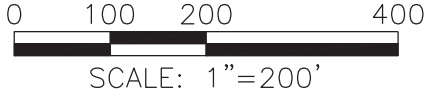
PLEASANTON OFFICE	1" = 200' SCALE	06-01-2022 DATE	19977 JOB NO.
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NOTE: REFER TO SHEET 5 FOR AFFORDABLE UNIT PLOTTING FOR INDIVIDUAL PHASES



LEGEND

-  MODERATE INCOME UNIT LOCATION
-  LOW INCOME UNIT LOCATION



SHEET 2 OF 5

PANTAGES
INCLUSIONARY HOUSING EXHIBIT
PULTE HOMES

DISCOVERY BAY CALIFORNIA

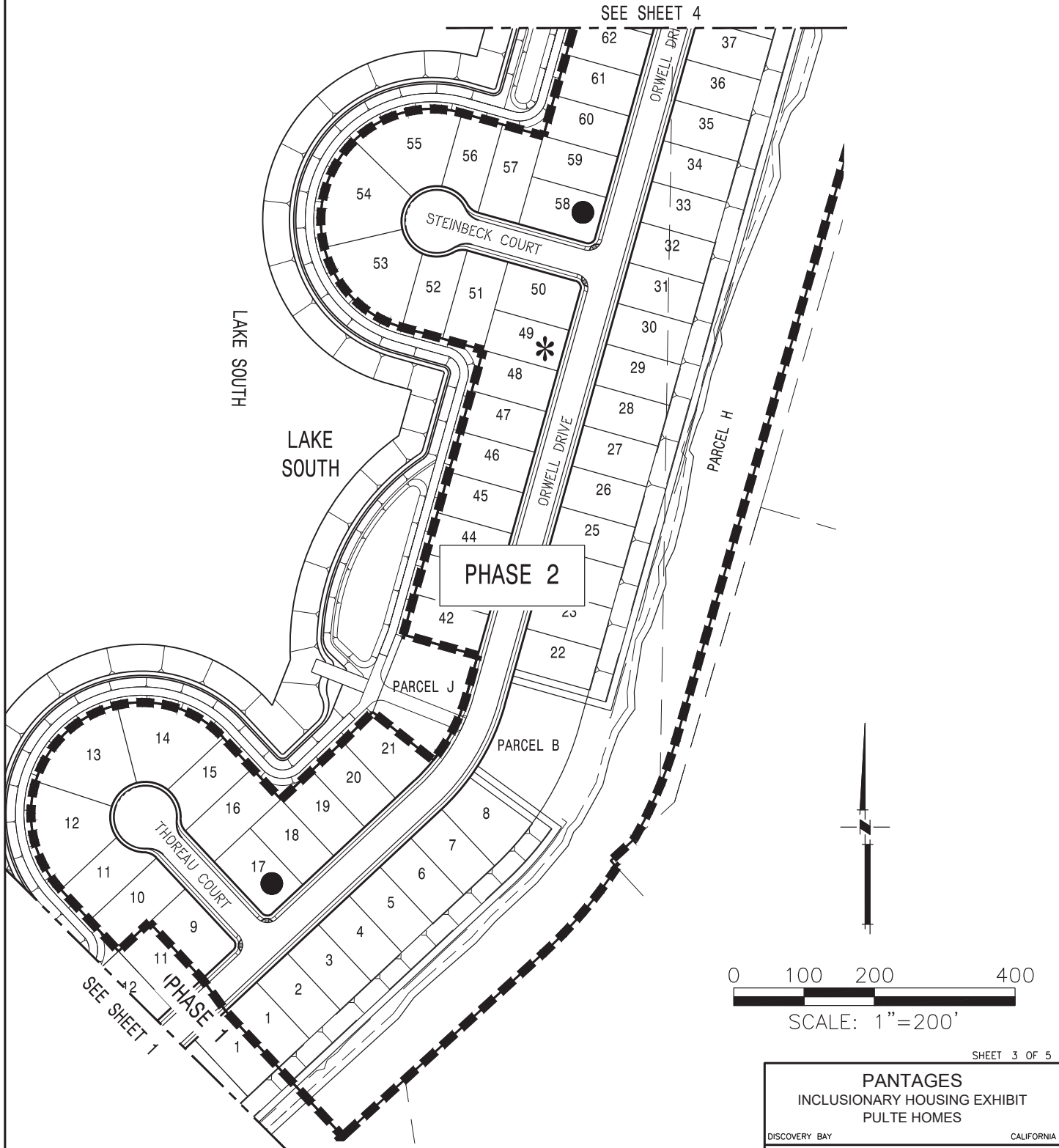
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690

PLEASANTON OFFICE	SCALE 1" = 200'	DATE 06-01-2022	JOB NO. 19977
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NOTE: REFER TO SHEET 5 FOR AFFORDABLE UNIT PLOTTING FOR INDIVIDUAL PHASES

LEGEND

- * MODERATE INCOME UNIT LOCATION
- LOW INCOME UNIT LOCATION



NOTE: REFER TO SHEET 5 FOR AFFORDABLE UNIT PLOTTING FOR INDIVIDUAL PHASES

SHEET 3 OF 5

PANTAGES
INCLUSIONARY HOUSING EXHIBIT
PULTE HOMES

DISCOVERY BAY CALIFORNIA

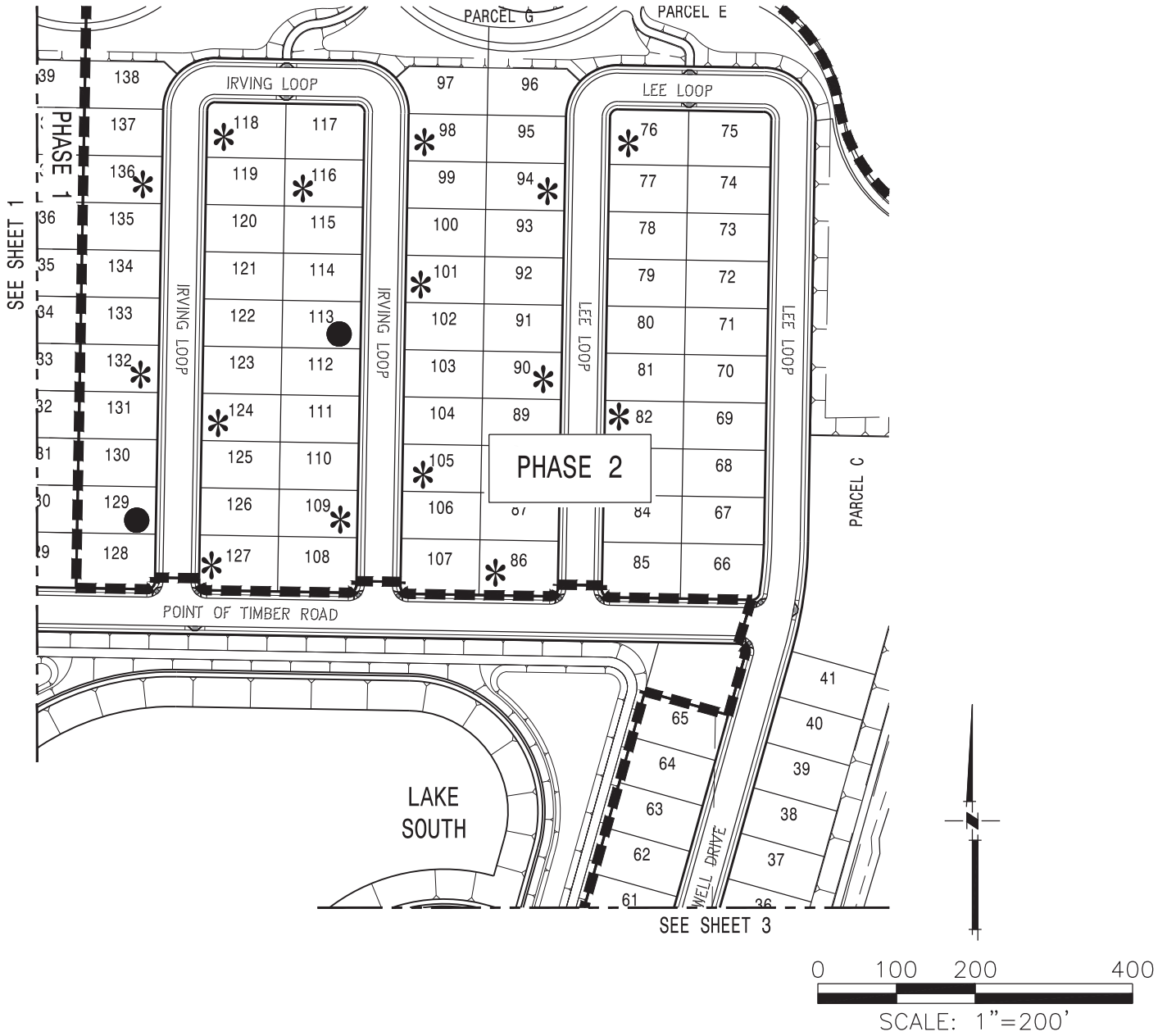
Mackay & Soms
ENGINEERS PLANNERS SURVEYORS
51428 FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690

PLEASANTON	1" = 200'	06-01-2022	19977
OFFICE	SCALE	DATE	JOB NO.

LEGEND

 MODERATE INCOME UNIT LOCATION

 LOW INCOME UNIT LOCATION



NOTE: REFER TO SHEET 5 FOR AFFORDABLE UNIT PLOTTING FOR INDIVIDUAL PHASES

SHEET 4 OF 5

PANTAGES			
INCLUSIONARY HOUSING EXHIBIT			
PULTE HOMES			
DISCOVERY BAY			CALIFORNIA
Mackay & Somp			
<small>ENGINEERS PLANNERS SURVEYORS 51428 FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690</small>			
<small>MACKAY & SOMPS IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF REPRODUCTIONS OF THIS DOCUMENT THAT ARE GENERATED BY OTHERS FROM ELECTRONIC MEDIA</small>			
PLEASANTON	1" = 200'	06-01-2022	19977
OFFICE	SCALE	DATE	JOB NO.

UNIT SUMMARY BY PHASE			
INCOME	PHASE 1	PHASE 2	TOTAL
LOW	4	4	8
MODERATE	17	16	33
MARKET RATE	118	118	236
TOTAL	139	138	277

PLOTTING SUMMARY					
PLAN TYPE	# OF BEDROOMS	MODERATE INCOME	LOW INCOME	MARKET RATE	TOTAL
1	3	0	0	57	57
2	3	0	0	25	25
3	3	0	3	22	25
4	4	28	5	23	56
5	5	5	0	52	57
6	5	0	0	57	57
	TOTAL	33	8	236	277

PHASE 1 - AFFORDABLE LOT SUMMARY		
LOT NUMBER	PLAN TYPE	INCOME LEVEL
11	3	LOW
32	4	MODERATE
37	4	MODERATE
43	5	MODERATE
47	4	MODERATE
57	4	MODERATE
66	4	MODERATE
75	4	LOW
79	4	MODERATE
87	5	MODERATE
92	4	MODERATE
94	4	MODERATE
99	4	MODERATE
102	4	MODERATE
106	4	MODERATE
113	4	MODERATE
116	5	MODERATE
123	4	MODERATE
126	4	LOW
132	4	MODERATE
135	4	LOW

PHASE 2 - AFFORDABLE LOT SUMMARY		
LOT NUMBER	PLAN TYPE	INCOME LEVEL
17	3	LOW
49	4	MODERATE
58	3	LOW
76	4	MODERATE
82	4	MODERATE
86	4	MODERATE
94	4	MODERATE
90	4	MODERATE
98	4	MODERATE
101	4	MODERATE
105	5	MODERATE
109	4	MODERATE
113	4	LOW
116	4	MODERATE
118	4	MODERATE
124	4	MODERATE
127	5	MODERATE
129	4	LOW
132	4	MODERATE
136	5	MODERATE

PANTAGES INCLUSIONARY HOUSING EXHIBIT PULTE HOMES			
DISCOVERY BAY			CALIFORNIA
 Mackay & Somp's <small>ENGINEERS PLANNERS SURVEYORS</small> <small>51428 FRANKLIN DR., PLEASANTON, CA 94588 (925)225-0690</small>			
MACKAY & SOMPS IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF REPRODUCTIONS OF THIS DOCUMENT THAT ARE GENERATED BY OTHERS FROM ELECTRONIC MEDIA			
PLEASANTON OFFICE	1" = 200' SCALE	06-01-2022 DATE	19977 JOB NO.

EXHIBIT C

Income Certification Form

FORM OF INCOME CERTIFICATION
-To be completed by homebuyer or renter-

Applicant Name(s): _____

Applicant Address: _____

RETURN ALL CHECKLIST ITEMS TO:
CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

(i) **Checklist – to be completed and included with application**

Please read the application carefully and complete it accurately before signing. There may be legal consequences if the applicant provides false income and residence information. Submit copies of the following documents for all household members over the age of 18:

- Completed Income Certification (this document).
- Complete copy of most recently filed federal tax return, including all schedules and W-2 forms (state tax returns NOT required).
 - If self-employed, additionally submit two prior year's federal tax returns.
- Pay stubs from all income sources for the last three (3) months.
- All other current proof of income statements (including checks or award letters for Social Security, SDI, General Assistance, etc.).
- All investment account statements (e.g. checking & savings account, stock, and IRA statements) for the last three (3) months.
 - Attach a signed statement certifying no investment accounts (if applicable).
- Attach a detailed explanation of missing checklist items (if applicable).

Please Note: The above list is the minimum documentation we require to certify your income for a Seagrass home. During the County's review process, we may request additional information in order to ensure qualification for the program.

CERTIFICACIÓN DE INGRESOS PARA

Para Ser completado por el comprador de vivienda o inquilino

Nombre del solicitante (s): _____

Dirección del solicitante: _____

REGRESA TODOS LOS ELEMENTOS DE LA LISTA DE COMPROBACIÓN PARA:

CONDADO DE CONTRA COSTA
DEPARTAMENTO DE CONSERVACIÓN Y DESARROLLO
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

Lista de Comprobación: para ser completado y incluido con la aplicación

Por favor, lea cuidadosamente la solicitud y completarla con precisión antes de firmar. Puede haber consecuencias legales si el solicitante proporciona información falsa sobre los ingresos y residencia. Entregue copias de los siguientes documentos para todos los miembros del hogar que son mayores de 18 años:

- Certificación de ingresos completo (Este documento).
- Copia completa de la declaración de impuestos federales más recientemente presentado, incluyendo todos los horarios y las formas W2 (las declaraciones de impuestos estatales no es necesario).
 - Si trabaja por cuenta propia, presenta los declaraciones de impuestos federales de los ultimo dos años anteriores.
- Talones de pago de toda las fuentes de ingresos de los últimos tres (3) meses.
- Toda otra prueba actual de las cuentas de resultados (incluyendo cheques o cartas de aprobación del Seguro Social, SDI, Asistencia General, etc.).
- Todos los estados de cuenta de inversión (por ejemplo, cuentas de cheques y de ahorros, valores, y declaraciones del IRA) para los últimos tres (3) meses.
 - Adjunte una declaración firmada que certifica no hay cuentas de inversión (si procede).
- Adjunte una explicación detallada de los puntos de la lista que faltan (si corresponde).

Nota: La lista anterior es la documentación mínima que requerimos para certificar sus ingresos para un hogar en "Seagrass". Durante el proceso de revisión del Condado, podemos solicitar información adicional para asegurar la calificación para el programa.

FORM OF INCOME CERTIFICATION

Income Certification

Property Address: _____

City: _____ **Zip:** _____

Telephone _____ **Work Number:** _____

Cell Number: _____ **Email:** _____

HOUSEHOLD COMPOSITION

HH Mbr #	Head of Household Last Name	First Name & Middle Initial	Relationship to Head HH	Age	DL#	SS# or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						

INCOME (USE ALL INCOME SOURCES FOR ALL HOUSEHOLD MEMBERS OVER 18)

HH Mbr#	(A) Employment or Wages		(B) Soc. Security/Pensions		(C) Public Assistance		(D) Other Income	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Totals	\$	\$	\$	\$	\$	\$	\$	\$

Add totals from (A) through (D) above

(E) TOTAL INCOME:

\$

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

Certificación de Ingresos

Dirección: _____

Ciudad: _____ Código Postal: _____

Teléfono _____

Número telefónico de trabajo: _____

Número Celular: _____ Correo electrónico: _____



COMPOSICIÓN DEL HOGAR

HH Mbr #	Apellido de la Cabeza del Familia/Hogar	Primero Nombre e Inicial del segundo nombre	Relación a la cabeza del familia/hogar	Edad	# de licencia (pa manejar, si se aplica)	# de Seguro Social o # de extranjero
1			Cabeza del Familia/Hogar			
2						
3						
4						
5						

INGRESOS (USAR TODAS LAS FUENTES DE INGRESOS PARA TODOS LOS MIEMBROS DEL HOGAR SOBRE 18)

HH Mbr#	(A) Empleo o Salarios		(B) Seguro Social / Pensiones		(C) Asistencia pública		(D) Otra entrada	
	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente
Totales	\$	\$	\$	\$	\$	\$	\$	\$

Añadir totales de (A) a (D) por encima

(E) TOTAL INGRESOS::

\$ _____

Firma del solicitante: _____

Fecha: _____

Firma del Co-Solicitante: _____

Fecha: _____

PARTICIPATION DATA – FY 2022

Male Female

Name

1. **Status** (Check all that apply): **62 years or older** **Disabled**
2. **Head of Household:** Are you the head of the household? Yes No
3. **If you are not the head of the household, is the head of the household female?** Yes No
4. **Household Size and Total Annual Household Income:**
 - A. Circle the total number of people in your household in the first column.
 - B. On the line corresponding to your household size, check the income range that includes your household's annual income.

A. Household Size

B. Total Household Income

1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-\$198,750

Check here if your income does not fall into any of the income ranges corresponding with your household size.

5. **Do you receive assistance from any of the following sources?**

- CalWORKs General Assistance Social Security Food Stamps
 Medi-Cal Section 8 WIC

6. **Race/Ethnicity** (Check only one, unless noted):

- American Indian/Alaskan Native Asian White
 Native Hawaiian/Pacific Islander Asian & White Black/African American
 American Indian/Alaskan Native & White Black/African American & White
 American Indian/Alaskan Native & Black/African American
 Other Multi-Racial: _____

Hispanic Ethnicity (you must also check one of the racial categories if you select this category)

I hereby certify that the above information is true and correct to the best of my knowledge. I acknowledge and understand that the information provided here will be relied upon for purposes of determining my eligibility for this program. I acknowledge that a material misstatement fraudulently or negligently made in this or in any other statement made by me may constitute a federal violation and may result in the denial of my participation in this program.

Signature

(Income Limits as of 6/15/2022)

Date

Programa para el Desarrollo de la Comunidad

Información sobre los participantes del año 2022

Hombre Mujer

Nombre

Domicilio

Ciudad

Código postal

1. Marque lo que es aplicable: 62 años o mas de edad Discapacitada/o
2. Jefe de Casa: ¿Es usted el jefe de casa? __Si __No
3. Si no es el jefe de casa, ¿es dirigida la casa por una mujer? Si No
4. Número de Personas en el Hogar y Ingresos Anuales:
 - A. Circule en la primera columna el número de personas en su hogar
 - B. Al lado derecho del número que circuló, por favor marque las cajas que indican el ingreso total de todas las personas en su hogar (aproxime)

A. Numero de personas en el hogar	B. Total de ingresos		
1	<input type="checkbox"/> up to \$50,000	<input type="checkbox"/> \$50,000-\$76,750	<input type="checkbox"/> \$76,750-\$119,950
2	<input type="checkbox"/> up to \$57,150	<input type="checkbox"/> \$57,150-\$87,700	<input type="checkbox"/> \$87,700-\$137,100
3	<input type="checkbox"/> up to \$64,300	<input type="checkbox"/> \$64,300-\$98,650	<input type="checkbox"/> \$98,650-\$154,200
4	<input type="checkbox"/> up to \$71,400	<input type="checkbox"/> \$71,400-\$109,600	<input type="checkbox"/> \$109,600-\$171,350
5	<input type="checkbox"/> up to \$77,150	<input type="checkbox"/> \$77,150-\$118,400	<input type="checkbox"/> \$118,400-\$185,050
6	<input type="checkbox"/> up to \$82,850	<input type="checkbox"/> \$82,850-\$127,150	<input type="checkbox"/> \$127,150-198,750

Marque esta caja si sus ingresos no llegan a las tarifas que corresponden con el tamaño de su hogar.

5. ¿Recibe usted asistencia de alguna de estas organizaciones?

- CalWORKs Asistencia General Seguro Social vales para alimentos
 Medi-Cal Sección 8 WIC

6. ¿Eres Hispano/Latino? Si No

7. Raza (Marque uno):

- Indio Americano/Nativo de Alaska Asiático Blanco
 Nativo de Hawái/de las Islas del Pacifico Asiático/Blanco Negro/Africano Americano
 Indio Americano/Nativo de Alaska/Blanco Negro/Africano Americano/Blanco
 Indio Americano/Nativo de Alaska/Negro
 Otro Multirracial: _____

Yo juro bajo pena de perjurio que la información proveída es verdadera y correcta. Yo reconozco que la información solicitada será para determinar mi elegibilidad para este programa. Yo acepto que material o declaraciones hechas mal o negligentemente por mí, pueden constituir una violación federal y pueden tener un resultado negativo en mi participación en este programa.

Firma

Fecha

EXHIBIT D-1

Form of Resale Restriction

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT
(Contra Costa County Inclusionary Housing Program)

Owner:
<<OWNER NAME>>

Address of Home:
<<ADDRESS>>

Initial Purchase Price Paid for Home by Owner:
<<INITIAL PURCHASE PRICE>>

Initial Appraised Value:
<<INITIAL APPRAISED VALUE>>

This Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction") is entered into as of this _____ day of _____, 20____ by and between the County of Contra Costa, a political subdivision of the State of California (the "County") and _____ ("Owner").

RECITALS

A. The County is charged with the responsibility for improving, increasing, and maintaining the stock of affordable housing in unincorporated Contra Costa County. The County administers an Inclusionary Housing Program (the "Program") pursuant to Chapter 822-4 of the Contra Costa County Ordinance Code (the "Ordinance") to provide housing opportunities to households with moderate, low, or very low incomes to purchase homes at prices which are below market rates prevailing in the community. The intent of the County is to preserve and increase the number and availability of affordable homes in the Program. Under the Ordinance and Program, a below market rate unit is to remain affordable to households of lower or moderate incomes.

B. Owner intends to purchase an Inclusionary Housing Unit, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Home").

C. Owner has agreed to execute and comply with this Resale Restriction as a condition to the purchase of the Home at a price which is below the fair market value of the Home.

D. The purpose of this Resale Restriction is to place resale controls on the Home, require the payment of any excess proceeds of sale to the County, and ensure the Home remains affordable pursuant to the Program. In consideration of the economic benefits to the Owner resulting from purchase of the Home at a below market price under the County's Inclusionary Housing Program, the Resale Restriction allows the County to recapture a financial interest in the Home upon the sale of the Home to a purchaser that purchases the unit at a market price.

E. Owner is receiving the following purchase money loans:

Name of Lender: <<NAME OF LENDER>>

Amount: <<AMOUNT OF LOAN>>

Date Deed of Trust Recorded: <<DATE DOT RECORDED>>

All purchase money loans are, collectively, the "First Lender Loan." All lenders of purchase money loans are, collectively, the "First Lender." The First Lender Loan is secured by <<NUMBER>> deed(s) of trust executed by the Owner in favor of the First Lender and recorded in Contra Costa County concurrently with this Resale Restriction (collectively, the "First Lender Deed of Trust").

F. This Resale Restriction is accompanied by a promissory note from the Owner to the County (the "Promissory Note") pursuant to which the Owner agrees to pay any excess proceeds of sale to the County. This Resale Restriction and the Promissory Note shall be secured by a deed of trust on the Home (the "County Deed of Trust"). This Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust.

The parties therefore agree as follows:

AGREEMENT

1. Exhibits. The following exhibits are attached to this Resale Restriction:

- Exhibit A: Legal Description of the Home
- Exhibit B: Form of Owner's Notice of Intent to Transfer
- Exhibit C: Form of County Response Notice
- Exhibit D: Form of Owner and Proposed Purchaser Certification of Sale
- Exhibit E: Form of Owner Request to Refinance Notice

2. Description of Property.

a. This Agreement concerns the real property commonly known as <<ADDRESS>>, which is more fully described in Exhibit A attached hereto and incorporated in this Resale Restriction by reference (the "Home").

b. Initial Purchase Price. The initial purchaser price paid by Owner for the Home (the "Initial Purchase Price") shall be inserted on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds, the Proportionate Share, and the Recapture Amount as set forth in this Resale Restriction.

c. Initial Appraised Value. Upon and in connection with the close of escrow of the initial purchase of the Home by Owner, the Owner shall obtain an appraisal to determine the appraised market value of the Home at the time of the initial purchase (the "Initial Appraised Value"). The Initial Appraised Value shall be determined by a third party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders. The Initial Appraised Value shall be inserted in the space on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds and Proportionate Share of any Appreciation as set forth in this Resale Restriction. Nothing in this Section shall preclude the Owner and the County from establishing an Initial Appraised Value of the Home by mutual agreement in lieu of an appraisal pursuant to this Section.

3. Owner Certifications and Occupancy Requirement.

a. Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

b. Owner agrees to occupy the Home as Owner's principal place of residence for a period of not less than three (3) consecutive years, unless an emergency requires the earlier sale of the Home. Owner shall be considered as occupying the Home if the Owner occupies the Home within 30 days after execution of this Resale Restriction and occupies the Home as a full-time primary residence. Owner will fully cooperate with the County in promptly providing all information requested by the County to assist the County in monitoring Owner's compliance with this Resale Restriction. Owner shall not lease, sell or other transfer or convey the Home to any other party except in accordance with this Resale Restriction.

4. Leasing of Home.

a. Owner shall not lease the Home to another party, unless the Owner has a hardship and such lease is first approved in writing, in its sole discretion, by the County. In the event the County provides written approval to Owner for the lease of the Home to another party, Owner shall provide a copy of the executed lease to the County prior to occupancy of the lessee and the rent of the Home shall not exceed the lesser of: (i) thirty percent (30%) of the income of the tenant household that is renting the Home, or (ii) Owner's monthly cost of principal and interest on the First Lender Loan, and property insurance, property taxes, and homeowners association dues, if any, associated with the Home (the lesser rent is the "Affordable Rent").

b. Any lease of the Home in violation of this Resale Restriction is prohibited and shall be a Default under this Resale Restriction and the County Deed of Trust. Owner further agrees that, in the event Owner leases the Home to a third party in violation of this Section 4, any excess rents ("Excess Rents") paid to Owner by the lessee over the Affordable Rent shall be due and payable to the County immediately upon receipt thereof by Owner. Any Excess Rents shall be considered a recourse debt of Owner to the County, which the County may collect by legal action against Owner and/or by foreclosure under the County Deed of Trust.

5. Maintenance, Insurance, and Tax Requirements.

a. Owner shall maintain the Home, including landscaping, in good repair and in a neat, clean, and orderly condition and will not commit waste or permit deterioration of the Home.

b. Owner shall maintain a standard all-risk property insurance policy equal to the replacement value of the Home, naming the County as an additional insured. Additional insurance requirements are set forth in the County Deed of Trust.

c. Owner shall continuously claim a homeowner's exemption for property taxes of the Home with the Contra Costa County Assessor's Office. Failure to claim the homeowner's exemption shall be a Default under this Resale Restriction and the County Deed of Trust.

6. Restrictions on Resale and Transfer of the Home.

a. Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement. "Transfer" means any sale, assignment, or other conveyance, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest (unless approved pursuant to Section 4 of this Resale Restriction), or an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, or a deed of trust. Transfers of the Home shall only be permitted if completed in compliance with this Resale Restriction. Any voluntary Transfers must be made in good faith at fair market value in cash. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a Default for which the County may exercise its remedies available, including foreclosure of the County Deed of Trust.

b. Permitted Transfers. Notwithstanding Section 6.a and subject to the provisions of Section 6.c below, the following shall not be considered a Transfer for the purposes of this Resale Restriction, but all such transferees shall continue to be bound by the requirements of this Resale Restriction: (i) transfers by devise or inheritance to an existing spouse, Domestic Partner, child, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage or (ii) refinance of the First Lender Loan in accordance with Section 17 of this Resale Restriction, provided, however, that Owner shall provide written notice of all such transfers to the County pursuant to Section 6.d, and all owners of the Home shall continue to occupy the Home as his or her principal place of residence. For purposes of this Section 6, "Domestic Partners" shall mean two unmarried people, at least 18 years of age, (i) who have lived together continuously for at least one year and who are jointly responsible for basic living expenses

incurred during their domestic partnership or (ii) who have registered as domestic partners with the State of California. Domestic Partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. For purposes of this section, an individual shall be considered a Domestic Partner of Owner upon presentation of an affidavit, proof of registration, or other acceptable evidence by Owner to the County.

c. Inheritance. In the event a Transfer occurs, or a person receives the Home by devise, inheritance, or operation of law due to death of Owner, the following procedures shall apply:

i. The person inheriting the Home (the "Inheriting Owner") shall succeed to the Owner's interest and obligations under this Resale Restriction, the Promissory Note, and the County Deed of Trust. The Inheriting Owner shall promptly execute and deliver any new documents that may be required or requested to evidence the foregoing and such documents and a new or amended County Deed of Trust shall be recorded against the Home and the Inheriting Owner shall execute and deliver a new or amended Promissory Note. The Inheriting Owner shall assume the obligations under this Resale Restriction and shall comply with the requirements of this Resale Restriction and the County Deed of Trust. The Inheriting Owner shall not be required to occupy the Home but shall not rent the Home except as provided in Section 4.

ii. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 6 shall constitute a Default under this Resale Restriction.

d. Notice of Permitted Transfer. Owner shall provide notice to the County of any transfers described in Sections 6.b of this Resale Restriction no later than 30 days before the voluntary sale, assignment, or other transfer occurs. Where the transfer is by devise, inheritance, or operation of law after death of Owner, the administrator of Owner's estate or the Inheriting Owner shall provide written notice to the County of Owner's death within 90 days of the date of death and prior to any other Transfer or lease of the Home.

7. Notice of Intended Transfer.

a. In the event Owner intends to Transfer or vacate the Home, Owner shall give the County written notice of such intent (the "Owner's Notice of Intent to Transfer") not less than 30 days prior to listing of the Home for sale on any Multiple Listing Service or otherwise offering the Home for sale or accepting any offer to purchase the Home. The Owner's Notice of Intent to Transfer shall be in the form shown in Exhibit B attached to this Resale Restriction. The Owner's Notice of Intent to Transfer shall be sent to the County by certified mail, return receipt requested. The Owner's Notice of Intent to Transfer shall include the information necessary for the County to determine the Recapture Amount of the Home, including all the following information:

- i. The address of the Home.
- ii. The date of purchase of the Home by Owner.

- iii. The number of bedrooms in the Home.
- iv. A copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Home.
- v. The date on which Owner intends to vacate the Home.
- vi. The date on which Owner intends to place the Home on the market.
- vii. The name and phone number of the person to contact to schedule inspection of the Home by the County.

b. Following delivery to the County of the Owner's Notice of Intent to Transfer, Owner shall prepare the Home for sale by doing all of the following:

i. Within 30 days of delivery of the Owner's Notice of Intent to Transfer, Owner shall obtain and deliver to the County a current written report of inspection of the Home by a licensed structural pest control operator.

ii. Within 30 days of the date of the Owner's Notice of Intent to Transfer, Owner shall allow the County, or its designee, to inspect the Home to determine its physical condition, and, if requested by the County, following such inspection, Owner shall obtain and deliver to the County a home inspection report prepared by a licensed home inspector no later than 10 days following the County's request.

iii. If the Home is vacant, Owner shall maintain the Home, including the exterior landscaping, in good condition and shall maintain utility connections until the close of escrow on the Transfer.

8. Sale of Home by Owner. No sooner than 30 days after delivery to the County of the Owner's Notice of Intent to Transfer, Owner may proceed to sell the Home, pursuant to the procedure set forth in this Section 8.

a. County Response Notice. Within 30 days after receiving the Owner's Notice of Intent to Transfer, the County will deliver to Owner the County Response Notice in the form of Exhibit C that sets forth the Excess Sales Proceeds and the Proportionate Share for purposes of calculating the Recapture Amount due to County.

b. Disclosure and Submittals. Owner and the proposed purchaser of the Home (the "Proposed Purchaser") shall provide the following information and documents to the County in connection with a Transfer:

- i. The name and address of the Proposed Purchaser.
- ii. The final sales contract and all other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement. Said

documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Proposed Purchaser for Owner's personal property, if any, for the services of Owner, if any, and any credits, allowances, or other consideration, if any.

iii. A written certification, from Owner and the Proposed Purchaser in the form of Exhibit D (“Owner and Proposed Purchaser Certification of Sale”) that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of this Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of this Resale Restriction.

iv. A copy of the appraisal for the Home.

v. Upon the close of the proposed sale, a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

9. Payment to County of Recapture Amount.

a. If Owner Transfers the Home or if Owner makes a Transfer in violation of this Resale Restriction, Owner shall pay the “Recapture Amount” calculated as the amount equal to the Excess Sales Proceeds plus the Proportionate Share of any Appreciation (each defined below) to the County in accordance with Section 822-4.410(b)(3) of the Ordinance pursuant to this Section 9.

b. For purposes of this Resale Restriction, “Excess Sales Proceeds” shall mean the amount by which the Initial Appraised Market Value exceeds the Initial Purchase Price; “Proportionate Share” shall mean the amount equal to the percentage by which the Initial Purchase Price was less than then the Initial Appraised Market Value; and “Appreciation” shall mean the difference in the sales price and the Initial Appraised Market Value. The following are provided for example only:

i. If the Initial Purchase Price was \$800,000, the Initial Appraised Market Value was \$900,000, and the sales price is \$1,000,000; the Excess Sales Proceeds will be \$100,000 (calculated as \$900,000 - \$800,000); the Proportionate Share will be 11.11% (calculated as \$100,000/\$900,000 = 11.11%); the Appreciation will be \$100,000 (calculated as

\$1,000,000 - \$900,000 = \$100,000) and the Proportionate Share of the Appreciation will be \$11,111 (calculated as 11.11% x \$100,000); therefore Owner will owe the County a total Recapture Amount of \$111,111 (calculated as \$100,000 in Excess Sales Proceeds, plus \$11,111 in the Proportionate Share of Appreciation).

ii. If the Initial Purchase Price was \$925,000, the Initial Appraised Market Value was \$975,000, and the sales price is \$1,050,000; the Excess Sales Proceeds will be \$50,000 (calculated as \$975,000 - \$925,000); the Proportionate Share will be 5.13% (calculated as \$50,000/\$975,000 = 5.13%); the Appreciation will be \$75,000 (calculated as \$1,050,000 - \$975,000 = \$75,000) and the Proportionate Share of the Appreciation will be \$3,847.50 (calculated as 5.13% x \$75,000); therefore Owner will owe the County a total Recapture Amount of \$53,847.50 (calculated as \$50,000 in Excess Sales Proceeds, plus \$3,847.50 in the Proportionate Share of Appreciation).

c. The amount of any Recapture Amount shall be a debt of Owner to the County, evidenced by this Resale Restriction and the Promissory Note, secured by the County Deed of Trust. The County shall reconvey the liens of this Resale Restriction and the County Deed of Trust, provided that Owner pays the Recapture Amount to the County in accordance with this Resale Restriction. Owner acknowledges that the County shall have no obligation to cause reconveyance of this Resale Restriction or of the County Deed of Trust until the full Recapture Amount is paid to the County.

d. The Recapture Amount shall be paid in cash or other immediately available funds through the escrow in connection with the closing of any Transfer.

10. Defaults.

a. Each of following events shall constitute a “Default” by Owner under this Resale Restriction:

i. The County determines that Owner has made a misrepresentation to obtain the benefits of purchase of the Home or in connection with its obligations under this Resale Restriction.

ii. Owner fails to owner occupy the Home, as required pursuant to Section 3.

iii. Owner rents or leases the Home, not in compliance with Section 4.

iv. Owner fails to claim a homeowner's exemption for property taxes, as required pursuant to this Resale Restriction.

v. Owner Transfers, or attempts to Transfer, the Home in violation of this Resale Restriction.

vi. Owner fails to provide information to the County necessary to determine Owner's compliance with the requirements of this Resale Restriction.

- vii. Judicial foreclosure proceedings are commenced regarding the Home.
 - viii. A notice of default is issued under any financing secured by the Home, or the County receives any other notice of default pursuant to Civil Code Section 2924b, or Owner is in default on any other financing secured by the Home.
 - ix. Owner executes any deed in lieu of foreclosure transferring ownership of the Home.
 - x. A lien is recorded against the Home other than the lien of the First Lender Loan or a junior mortgage loan or equity line of credit approved by the County pursuant to Section 17.
 - xi. Owner otherwise fails to comply with the requirements of this Resale Restriction, the Promissory Note, or the County Deed of Trust.
- b. Upon a declaration of Default by the County under this Resale Restriction, the County may exercise any remedies at law or in equity, including without limitation any or all of the following, none of which shall be an exclusive remedy:
- i. Declare all sums due under the Promissory Note immediately due and payable without further demand.
 - ii. Declare a default under the Promissory Note.
 - iii. Invoke the power of sale under the County Deed of Trust.
 - iv. Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.
 - v. Take such enforcement action as is authorized under the Contra Costa County Ordinance Code.
 - vi. Declare a Default under the Promissory Note and County Deed of Trust and pursue all County remedies under the County Deed of Trust.
- c. The County shall notify the First Lender if the County has declared a Default under this Resale Restriction or under the Promissory Note or the County Deed of Trust.
- d. The Owner shall cause the requests for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

11. Nonliability of the County.

a. **Nonliability for Negligence, Loss, or Damage.** Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

b. **Indemnity.** Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Resale Restriction or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

12. **Restrictions on Foreclosure Proceeds.** If a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the Initial Purchase Price. Owner shall instruct the holder of such excess proceeds to pay such proceeds to the County in accordance with Section 9 (in addition to any other amounts due the County from Owner pursuant to this Resale Restriction), in consideration of the benefits received by Owner through purchase of the Home at a price below fair market value.

13. **Restriction on Insurance, Condemnation, and Asset Proceeds.** If the Home is damaged or destroyed and Owner elects not to rebuild or repair the Home, in the event of condemnation, or in the event of distribution of assets resulting from the termination of a condominium wherein the Home is located, if the proceeds thereof are distributed to Owner, Owner shall pay the County the portion of any such proceeds which is in excess of the Initial Purchase Price calculated pursuant to Section 9.

14. **Term of Agreement.** All the provisions of this Resale Restriction, including the benefits and burdens, run with the Home and this Resale Restriction shall bind, and the benefit hereof shall inure to, Owner; Owner's heirs, legal representatives, executors, successors in interest, and assigns; and to the County and its successors, until the date of Transfer of the Home in compliance with this Resale Restriction and payment of the entire Recapture Amount due under the Promissory Note (the "Term"), upon which the County shall reconvey its interest in this Resale Restriction and the Deed of Trust.

15. **Superiority of Agreement.** Owner covenants that Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Resale Restriction is controlling as to the rights and obligations

between and among Owner, the County and their respective successors.

16. Subordination. Notwithstanding any other provision hereof, the provisions of this Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period and (ii) the County or its designee has not cured the default within the 60-day cure period.

17. Refinance of First Lender Loan; Subordinate Loans,

a. County Consent Required. Owner covenants and agrees not to place any additional mortgage or deed of trust, including any line of credit, on the Home without obtaining prior written consent of the County. In the event Owner desires to refinance the First Lender Loan or borrow a mortgage loan or equity line of credit junior in lien priority to this Resale Restriction, Owner shall submit to the County the Owner Request to Refinance Notice attached as Exhibit E to this Resale Restriction.

b. Permitted Encumbrance Amount. The "Permitted Encumbrance Amount" may not exceed ninety-five percent (95%) of the fair market value of the Home as of the date of the proposed refinancing by Owner.

c. Refinance of First Lender Loan. The County will permit a prepayment and refinance of the First Lender Loan and will agree to subordinate this Resale Restriction and the County Deed of Trust to the refinanced First Lender Loan provided all of the following:

i. Following the refinance, the principal amount of all debt secured by the Home does not exceed the Permitted Encumbrance Amount.

ii. The refinanced First Lender Loan is a fully amortized fixed rate loan, has a 15-year or 30-year term, is fully documented, requires no balloon payments, and carries a rate of interest no higher than the original First Lender Loan.

iii. The refinanced First Lender Loan lowers the interest rate or reduces the term of the First Lender Loan.

iv. At the time of refinance of the First Lender Loan, Owner's total monthly housing cost does not exceed one-twelfth (1/12th) of thirty-five percent (35%) of Owner's

household monthly gross income.

d. **Junior Loans and Equity Lines of Credit.** After the initial sale of the Home to Owner, mortgage loans or equity lines of credit junior in lien priority to this Resale Restriction and the County Deed of Trust are not permitted. However, the County may approve a junior mortgage that is not an equity line of credit if Owner is not in Default under or otherwise in violation of this Resale Restriction. The County shall only approve junior mortgage loans after the initial sale of the Home to Owner if such loans will not cause the total of all debt secured by the Home to exceed the Permitted Encumbrance Amount. The County will not approve any mortgage loan which includes negative amortization, or a mortgage loan with interest only payments or balloon payments.

e. **Request for Notice of Default.** As a condition for subordination of the County Deed of Trust, Owner shall cause a request for notice of default and notice of sale regarding the refinanced First Lender Loan to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

f. **Purpose of Restrictions.** The County and Owner agree that the requirements of this Section 17 are necessary to ensure the continued affordability of the Home to Owner and to minimize the risk of loss of the Home by Owner through default and foreclosure of mortgage loans. Owner further acknowledges that violation of the provisions of this Section 17 shall constitute a Default under this Resale Restriction.

18. **Nondiscrimination.** Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

19. **Invalid Provisions.** If any one or more of the provisions contained in this Resale Restriction shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Resale Restriction, and this Resale Restriction shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **Controlling Law.** The terms of this Resale Restriction shall be interpreted under the laws of the State of California. The venue for any legal action pertaining to this Resale Restriction shall be Contra Costa County, California.

21. **No Waiver.** No delay or omission in the exercise of any right or remedy of County upon any default by Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist in any one or more instance upon the strict observance of the terms of this Resale Restriction shall not be considered a waiver of the County's right thereafter to enforce the provisions of the Resale Restriction. The County shall not waive its rights to enforce any

provision of this Agreement unless it does so in writing, signed by an authorized agent of the County.

22. Notices. All notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt, as follows:

To Owner:

<<OWNER NAME>>
<<OWNER NAME2>>
<<ADDRESS>>

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

To the First Lender:

<<FIRST LENDER>>
<<ADDRESS>>

The parties may subsequently change addresses by providing written notice of the change in address to the other parties.

23. Interpretation of Agreement. The terms of this Resale Restriction shall be interpreted to avoid speculation on the Home and to insure to the extent possible that its sales price and mortgage payment remain affordable to persons and families of lower and moderate income.

24. Exhibits. Any exhibits referred to in this Resale Restriction are incorporated in this Resale Restriction by such reference.

25. Covenants Running With the Land.

a. Owner hereby subjects the Home to the covenants and restrictions set forth in this Resale Restriction. Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon all parties having any interest in the Home throughout the Term of this Resale Restriction.

Each and every contract, deed, lease, or other instrument covering, conveying, or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered, and accepted subject to this Resale Restriction regardless of whether the other party or parties to such contract have actual knowledge of this Resale Restriction.

b. Owner and the County hereby declare their understanding and intent that: (i) the covenants and restrictions contained in this Resale Restriction shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Resale Restriction touch and concern the Home in that Owner's legal interest in the Home may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Resale Restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Home by Owner, the intended beneficiaries of such covenants and restrictions.

c. All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the County and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the County is an owner of any land or interest therein to which such covenants and restrictions relate.

26. Owner's Acknowledgement of Resale Restriction. Owner hereby acknowledges and agrees that:

a. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Resale Restriction did not exist.

b. Absent the provisions of this Resale Restriction, the Home could not be made available to Owner.

c. Owner understands all of the provisions of this Resale Restriction. In recognition of the acknowledgments and agreements stated in this Section 26, Owner accepts and agrees to the provisions of this Resale Restriction with the understanding that this Resale Restriction will remain in full force and effect as to the Home throughout the Term of this Resale Restriction.

d. OWNER UNDERSTANDS THAT THE DETERMINATION OF THE FULL AMOUNT OF THE RECAPTURE AMOUNT CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME, WHICH CANNOT BE ACCURATELY PREDICTED, AND THAT THE SALES PRICE MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE PROPERTY THE PRIMARY OBJECTIVE OF THE COUNTY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO MODERATE, LOWER, AND VERY LOW INCOME HOUSEHOLDS AT AFFORDABLE HOUSING

COST.

[initialed by Owner(s)]

IN WITNESS WHEREOF, the parties have executed this Resale Restriction on or as of the date first written above.

COUNTY:

OWNER:

County of Contra Costa

<<BUYER NAME>>

By: _____

Name: _____

Its: _____

<<BUYER NAME2>>

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Home

EXHIBIT B

Form of Owner's Notice of Intent to Transfer

To: County of Contra Costa ("County")
From: _____ ("Owner")
Home Address: _____ ("Home")
Date: _____

Please be notified that Owner intends to transfer the Home listed above.

A. The following information is provided to the County pursuant to Section 7 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Address of the Home: _____
2. Date Owner purchased Home: _____
3. Purchase Price paid by Owner when Home was purchased: _____
4. Initial Appraised Value of the Home when purchased: _____
5. Date Owner intends to vacate Home: _____
6. Date Home will be placed on market: _____
7. Name and phone number of person for County to contact to schedule inspection:
_____ (name) and _____ (phone number)

B. As required by Section 7 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of HUD-1 Settlement Statement from Owner's purchase of the Home

C. I agree to prepare the Home for sale by doing all of the following:

1. Obtaining a pest control report within 30 days of the date of this notice.
2. Allowing the County or its designee to inspect the Home within 30 days of this notice.

3. If requested by the County following the County's inspection, I will obtain a home inspection report from a licensed home inspector.
4. Maintaining utility connections until the Home is transferred.

This Owner's Notice of Intent to Transfer is certified by Owner to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Owner

By: _____
Owner

EXHIBIT C

Form of County Response Notice

To: _____ ("Owner")
Home Address: _____ ("Home")
Date: _____

From: County of Contra Costa ("County")

On _____ 20__, County received the Owner's Notice of Intent to Transfer (as described in Section 7 of the Resale Restriction.) Pursuant to Section 7 of the Resale Restriction, and as of the date written above, County hereby:

- A. County has determined the Excess Sales Proceeds to be \$_____.
- B. County has calculated the Proportionate Share to be _____ for purposes of calculating the Recapture Amount.
- C. The Recapture Amount Due to County is \$_____.

County of Contra Costa

By: _____
Name: _____
Its: _____

EXHIBIT D

Form of Owner and Proposed Purchaser Certification of Sale

To: County of Contra Costa ("County")

From: _____ ("Owner")
_____ ("Proposed Purchaser")

Home Address: _____ ("Home")

Date: _____

A. The following information is provided to the County pursuant to Section 8 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Name of the Proposed Purchaser: _____
2. Address of the Proposed Purchaser: _____
3. Proposed sales price for Home: _____
4. Amount paid by the Proposed Purchaser for Owner's personal property, if any:

5. Amount paid by the Proposed Purchaser for the services of Owner, if any:

6. Amount paid by the Proposed Purchaser for any credits, allowances, or other consideration, if any: _____

B. As required by Section 8 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of final sales contract for the Home.
2. Copy of the appraisal for the Home.
3. All other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

C. Owner and the Proposed Purchaser agree to all of the following:

1. The proposed sale of the Home shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County.
2. The Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County.
3. If the proposed sale is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. Any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of the Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser. Owner and the Proposed Purchaser shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of the Resale Restriction.

D. Upon the close of the proposed sale, Owner shall provide to the County a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

This Owner and Proposed Purchaser Certification of Sale is certified by Owner to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Owner

This Owner and Proposed Purchaser Certification of Sale is certified by the Proposed Purchaser to be true and correct and is signed on _____ <<DATE>> under penalty of perjury.

By: _____
Proposed Purchaser

EXHIBIT E

Form of Owner Request to Refinance Notice

To: County of Contra Costa ("County")
From: _____ ("Owner")
Home Address: _____ ("Home")
Date: _____

A. For Proposed Refinance of First Lender Loan

Owner hereby requests the County to approve the Owner's refinance of the existing First Lender Loan (first mortgage loan) on the Home. Owner provides the following information and documentation which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement
2. Copy of new First Lender Loan documents, including escrow instructions
3. Contact information for proposed new First Lender

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new First Lender Loan: _____
5. Copy of recent preliminary title report for the Home
6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.
7. Monthly Housing Payment on First Lender Loan: _____
8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____
9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

B. For Proposed Junior Loan

Owner hereby requests the County to approve the Owner's proposed junior financing. Owner also provides the following information and documentation which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement
2. Copy of new junior loan documents, including escrow instructions
3. Contact information for proposed new junior lender

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new junior loan: _____
5. Copy of recent preliminary title report for the Home
6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.
7. Monthly Housing Payment on First Lender Loan: _____
8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____
9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Owner hereby certifies the above information is true and correct and this Owner Request to Refinance Notice is executed under penalty of perjury on _____ <<DATE>>.

By: _____
Owner

By: _____
Owner

EXHIBIT D-2

Form of Promissory Note

Promissory Note
Secured By Deed Of Trust
(Contra Costa County Inclusionary Housing Program)

Recapture Amount
Excess Sales Proceeds
Proportionate Share of any Appreciation

<<HOME ADDRESS>>

<<DATE>>

FOR VALUE RECEIVED, the undersigned _____ ("Owner"), in accordance with this promissory note ("Note"), promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("County"), any amounts due to the County as Recapture Amount, Excess Sales Proceeds, or Proportionate Share of Appreciation, as applicable.

1. Definitions. The capitalized terms set forth in this Note shall have the same meanings as in the Buyer's Occupancy and Resale Restriction Agreement ("Resale Restriction").

2. Purpose of County Note. Owner is purchasing the Home located at <<ADDRESS>> (the "Home"), pursuant to the County's Inclusionary Housing Program, which provides housing opportunities to households with moderate, lower, or very low incomes to purchase homes at prices which are below market rates prevailing in the community. Pursuant to the County's Inclusionary Housing Ordinance (Chapter 822-4 of the Contra Costa County Ordinance Code), the purchase price of the Home has been set below the market value so that the Home will be affordable for purchase by low income households. Because the purchase price has been set below the market value, Owner is required and has agreed to execute the Resale Restriction that restricts the price of the Home upon resale and requires Owner to pay the Recapture Amount, which includes any Excess Sales Proceeds and the Proportionate Share of any Appreciation to the County. In addition, the Resale Restriction prohibits the Borrower from renting or leasing the Home except with prior written approval by County. This Note evidences Owner's obligation to pay the Recapture Amount, Excess Sales Proceeds, and the Proportionate Share of any Appreciation to the County pursuant to the Resale Restriction.

3. Security. This Note is secured by a deed of trust dated the same date as this Note (the "County Deed of Trust") executed by Owner and the County with respect to the Home. Home includes both the real property and all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property. The term "Home," as used herein, shall have the same meaning as the term "Property" used in the County Deed of Trust. Owner and County have also executed the Resale Restriction.

4. Term. The term of this Note commences on the date of this Note and expires

on the date of Transfer of the Home in compliance with the Resale Restriction and payment of the entire Recapture Amount due under this Promissory Note.

5. Payments. The Recapture Amount, including all Excess Sales Proceeds and the Proportionate Share of any Appreciation owed under this Note or the Resale Restriction shall immediately become due and payable: (i) in the event of a Default by Owner under this Note, the Resale Restriction, the County Deed of Trust, or the First Lender Loan; or (ii) on the date a Transfer is made, except for permitted transfers as described in the Resale Restriction. Failure to declare such amounts due shall not constitute a waiver on the part of the County to declare them due in the event of a subsequent Transfer.

6. No Assumption of Note by Subsequent Buyers. Borrower acknowledges that this Note is given in connection with the purchase of the Property by Borrower as part of a program of the County to assist in the purchase of homes by moderate, low, or very low income households. Consequently, this Note is not assumable by transferees of the Property, but is due in full upon Transfer.

7. Default and Acceleration. Owner shall be in default under this Note if: (i) Owner is in default under the Resale Restriction, the County Deed of Trust, or the First Lender Loan; (ii) Owner fails to pay any money when due under this Note; or (iii) Owner breaches any representation or covenant made in this Note, the County Deed of Trust, or the Resale Restriction. Upon the occurrence of a default as defined in this Section, the County shall have the right to declare the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of any Appreciation immediately due and payable.

8. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

9. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Note, the Resale Restriction, or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

10. No Waiver by County. No waiver of any Default under the terms of this Note

will be implied from any failure of the County to take, or any delay by the County in taking, action with respect to a breach, default, or failure, or from any previous waiver of any similar or unrelated Default. The acceptance by the County of any payment under this Note that is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy by the County, without the express consent of the County. The County's waiver of any term of the Note must be made in writing and will be limited to the express written terms of such waiver.

11. Attorney Fees and Costs. If any amounts due under this Note are not paid when due, in addition to paying such amount, Borrower shall pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

12. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and is binding upon them and their successors and assigns.

13. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against the County, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

14. Waiver by Owner. Borrower and any endorsers or guarantors of this Note, for themselves, and their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments under this Note, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same.

15. Notices. Notices to the County or Owner required hereunder are to be given in the manner described in Section 22 of the Resale Restriction.

16. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California. The venue for any legal action pertaining to this County Note shall be Contra Costa County, California.

17. Assignment by County. The County may assign its right to receive the proceeds under this County Note to any person and upon notice to Owner by the County that all payments shall be made to the assignee.

18. Severability. Should any provision of this Note be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. Entire Agreement. This Note (along with the Resale Restriction and County

Deed of Trust) sets forth the entire understanding and agreement of the County and Owner, and any amendment, alteration, or interpretation of this Note must be in writing signed by both the County and Owner.

OWNER

EXHIBIT D-3

Form of Deed of Trust

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Affordable Housing Program Manager

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST AND SECURITY AGREEMENT
(Contra Costa County Inclusionary Housing Program)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ____ day of _____, 20____, among _____, as trustor ("Owner"); _____ a _____, as trustee ("Trustee"); and the County of Contra Costa, a political subdivision of the State of California, as beneficiary ("County").

Owner has signed a Buyer's Occupancy and Resale Restriction Agreement dated _____ (the "Resale Restriction") and a promissory note in favor of the County dated _____ (the "Note").

This Deed of Trust secures to County: (i) the payment of the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction), and (ii) the performance of Owner's covenants and agreements under this Deed of Trust, the Resale Restriction, and the Note. For this purpose, Borrower irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, the property located in the County of Contra Costa, State of California, described in the attached Exhibit A and more commonly known as: <<HOME ADDRESS>>.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions are also covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

OWNER COVENANTS that Owner holds fee title to the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for (i) those encumbrances identified below (together, the "First Lender Loan") and (ii) the Resale Restriction and the Note. Owner warrants and shall defend generally the title to the Property against all claims and demands, subject to the First Lender Loan.

Name of Lender (together, the " <u>First Lender</u> ")	Amount	Date Deed of Trust Recorded
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

OWNER AND COUNTY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Recapture Amount. Owner shall promptly pay, when and if due pursuant to the Resale Restriction and Note, the Recapture Amount including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction). Under the terms of the Note, the Note is not assumable by transferees of the Property, but is due in full upon any sale, assignment, or transfer.

2. Resale Restriction. Owner shall observe and perform all of the covenants and agreements of the Resale Restriction, the Note, and this Deed of Trust.

3. First Lender Loan. Owner shall observe and perform all of the covenants and agreements of the promissory note(s) (together, the "First Lender Note"), the deed(s) of trust securing the First Lender Note (together, the "First Lender Deed of Trust"), and related documents of the First Lender Loan.

4. Charges; Liens. Owner shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the Property that have or may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the County, Owner shall promptly furnish to the County all notices of amounts due under this paragraph.

5. Hazard Insurance. Owner shall keep the improvements now existing or hereafter erected on the Property (the "Improvements") insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which the County requires insurance. The insurance must be maintained in an amount equal to the current replacement value of the Improvements, which will be initially established by appraisal, and then adjusted annually to reflect changes to local building costs calculated on a per square foot basis. The County has the right, but not the obligation, to inform Owner of the then-current replacement value of the Property. The amount of insurance may not be less than the amount necessary to prevent Owner from becoming a co-insurer under the terms of the policy. If the Property is located in an area with a FEMA flood zone designation of A or AE, Owner shall also obtain flood plain insurance.

The insurance carrier providing this insurance must be licensed to do business in the State of California.

All insurance policies and renewals thereof must be in a form acceptable to the County and include a standard mortgage clause and name the First Lender and the County as mortgagees and as additional loss payees, as their interests may appear. The County has the right to hold, or cause its designated agent to hold, the policies and renewals thereof. Upon request, Owner shall promptly furnish to the County, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices, and all receipts of paid premiums. In the event of loss, Owner shall give prompt notice to the insurance carrier and the County or its designated agent. The County, or its designated agent, may make proof of loss if not made promptly by Owner. The County must receive 30 days advance written notice of cancellation of any insurance policies required under this section.

Subject to the rights of the First Lender, unless otherwise permitted by the County in writing, any insurance proceeds must be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and the County's security is not lessened. During such repair and restoration period, the County has the right to hold the insurance proceeds until the County has had an opportunity to inspect the Property to ensure the work has been completed to the County's satisfaction, provided that such inspection is undertaken promptly. The County may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on the insurance proceeds, the County is not required to pay Owner any interest or earnings on the proceeds. Fees of public adjusters or other third parties retained by Owner will not be paid out of the insurance proceeds and are the sole obligation of Owner. If the restoration or repair is not economically feasible or the County's security would be lessened, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Owner. If the Property is abandoned by Owner, or if Owner fails to respond to the County or its designated agent within 30 days from the date notice is mailed by either of them to Owner that the insurance carrier has offered to settle a claim for insurance benefits, the County or its designated agent is authorized to (i) negotiate and settle the claim, and (ii) collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to pay amounts due under the Resale Restriction and Note.

If the Property is acquired by the County, all right, title, and interest of Owner in and to any insurance policy, as well as any insurance proceeds paid or due Owner for damage to the Property prior to acquisition by the County, will pass to the County, subject to the rights of the First Lender.

6. Preservation and Maintenance of Property. Owner shall keep the Property in good repair and in a neat, clean, and orderly condition. Owner shall not commit waste or permit impairment or deterioration of the Property. If there arises a condition in contravention of this section, and if the Owner has not cured such condition within 30 days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County will have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish

or enforce a lien or other encumbrance against the Property to recover its cost of curing the condition.

7. Protection of the County's Interest in the Property. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced that might significantly affect the County's interest in the Property or its rights under this Deed of Trust (including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent) or if Owner has abandoned the Property, then the County may do and pay for whatever is reasonable or appropriate to protect the County's interest in the Property and rights under this Deed of Trust, including protecting and assessing the value of the Property, and securing and/or repairing the Property. The County's actions may include but are not limited to: (a) paying any sums secured by a lien that has priority over this Deed of Trust; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and its rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes but is not limited to entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although the County may take action under this Section 7, the County does not have to do so and is not under any duty or obligation to do so. It is agreed that the County incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by the County pursuant to this Section 7, with interest thereon, will become additional debt of Owner secured by this Deed of Trust. Such amounts will be payable upon notice from the County to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law.

8. Inspection. The County and its authorized representatives may make or cause to be made reasonable entries upon the Property to determine if the Owner is in compliance with the requirements of the Resale Restriction, the Note, and this Deed of Trust. The County will give Owner reasonable notice of such entry and inspection.

9. Forbearance by the County Not a Waiver. Any forbearance by the County in exercising any right or remedy, including without limitation, the County's acceptance of an amount less than the amount due, is not a waiver of and does not preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the County is not a waiver of the County's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

11. Hazardous Substances.

As used in this Section 11, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this Section 11, "Environmental Law" means all federal laws and all laws of the state of California that relate to health, safety, or environmental protection.

Owner may not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Owner may not, and may not allow anyone else to, do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Owner shall promptly give the County written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge. If Owner learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

12. Successors and Assigns Bound. The covenants and agreements herein contained bind and benefit the successors and assigns of the County and Owner.

13. Joint and Several Liability. Owner covenants and agrees that Owner's obligations and liabilities are joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt. Notice to any one Owner will constitute notice to all Owners unless applicable law expressly requires otherwise. The notice address is the Property address unless Owner has designated a substitute notice address by notice to the County. Owner shall promptly notify the County of Owner's change of address. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to the County must be given by mailing it to Contra Costa County Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553, Attention: Housing and Community Improvement Division, or to such other address as the County may designate by notice to Owner as provided above. If any notice required by this Deed of Trust is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Governing Law. This Deed of Trust is governed by the laws of the State of California. The venue for any legal action pertaining to this Deed of Trust shall be Contra Costa County, California.

16. Severability. In the event that any provision or clause of this Deed of Trust, the Resale Restriction, or the Note conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust, the Resale Restriction, or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust, the Resale Restriction, and the Note are declared to be severable.

17. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Nondiscrimination. Owner covenants that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant runs with the land.

19. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy, or suitability of the Property or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Property, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss, or damage for these things.

20. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Deed of Trust, the Resale Restriction, or the Note; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

21. Acceleration; Remedies.

a. Upon Owner's breach of any covenant or agreement of Owner in the Resale Restriction, the Note, or this Deed of Trust, the County, prior to acceleration, will mail by express delivery, return receipt requested, notice to Owner specifying: (i) the breach; (ii) the action required to cure such breach; (iii) a date, not less than 30 days from the date the notice is

received by Owner as shown on the return receipt, by which such breach is to be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale.

b. Notwithstanding subsection (a) of this Section 21, in the event of a default by Owner under the First Lender Deed of Trust, no notice to Owner is required prior to acceleration.

c. If the breach is not cured on or before the date specified in the notice required by subsection (a), or in the event of a default by Owner under the First Lender Deed of Trust, the County, at the County's option, may: (i) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (ii) enter upon and take possession of the Property in the County's name or in the name of Trustee, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property or increase the income from the Property, with or without bringing any action or proceeding; (iii) commence an action to foreclose under this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof; (iv) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Section 2924 et seq., as amended from time to time; or (v) exercise all other rights and remedies provided herein, in the instruments by which Owner acquires title to the Property, or in any other document or agreement now or hereafter evidencing, creating, or securing all or any portion of the obligations secured hereby, or provided by law. Entering upon and taking possession of the Property pursuant to subsection (ii) above will not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the County's continued possession of the Property, the County will be entitled to exercise every right provided for in this Deed of Trust and by law upon the occurrence of any uncured breach, including the right to exercise the power of sale.

d. The County is entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this section, including, but not limited to, reasonable attorneys' fees.

22. Owner's Right to Reinstate After Acceleration. If Owner meets certain conditions, Owner has the right to have enforcement of this Deed of Trust discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust; (b) such other period as applicable law might specify for the termination of Owner's right to reinstate; or (c) entry of a judgment enforcing this Deed of Trust. Those conditions are that Owner: (i) pays County all sums that then would be due under this Deed of Trust and the Note if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred by County and Trustee in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting the County's interest in the Property and rights under this Deed of Trust; and (iv) takes such other actions as County may reasonably

require to assure that the County's interest in the Property and rights under this Deed of Trust, and Owner's obligation to pay the sums secured by this Deed of Trust, continue unchanged. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred. However, this right to reinstate does not apply in the case of acceleration that results from a breach of Section 23.

23. Due on Transfer of the Property. Subject to Section 6 of the Resale Restriction, Owner shall pay in full all amounts secured by this Deed of Trust upon any Transfer (as defined in the Resale Restriction) of the Property or any interest in it.

24. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and following the expiration of the Term of the Resale Restriction, and if Owner is not in violation of any provisions of this Deed of Trust, the Resale Restriction, or the Note, the County will request Trustee to reconvey the Property and will surrender this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. The County may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is to be paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

25. Substitute Trustee. The County, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee herein and by applicable law.

26. Superiority of First Lender Documents. Notwithstanding any other provision of this Deed of Trust, the provisions of this Deed of Trust are subordinate to the lien of the First Lender Deed of Trust and do not impair the rights of the First Lender, or the First Lender's successor or assign, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After a foreclosure or acceptance of a deed or assignment in lieu of foreclosure by the First Lender, this Deed of Trust will be forever terminated and will have no further effect as to the Property or any transferee thereafter if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period (which requirement will be satisfied by recordation of a notice of default under California Civil Code Section 2924), and (ii) the County has not cured the default within such 60-day period. Owner agrees to execute any documents necessary to effect such termination, if applicable.

27. Request for Notice. Owner requests that copies of any notice of default and notice of sale be sent to Owner in accordance with Section 14 above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

OWNER

OWNER

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, 20__, before me, _____, Notary Public, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Property



Contra
Costa
County

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: July 12, 2022

Subject: Animal Services Monetary Donation Report for January 1, 2022 through March 31, 2022.

RECOMMENDATION(S):

ACCEPT the monetary donation report from the Animal Services Department, which describes the individual source and value of each donation or gift received by Animal Services from January 1, 2022 through March 31, 2022.

FISCAL IMPACT:

No fiscal impact. The total value of donations received during this quarter is \$63,864.

BACKGROUND:

In 1998, the Animal Benefit Fund was created by the Animal Services Department to allow the Department to receive donations from individuals, animal welfare organizations and businesses, to support animal health and welfare projects that are not funded by departmental or general County revenue. On April 19, 2016, the Board of Supervisors delegated specific authority to the Animal Services Director, to accept any monetary donation, gift, bequest, or device made to or in favor of the Contra Costa County Animal Services Department, as allowed under Government Code section 25355, and to solicit donations for the benefit of shelter animals. Along with this delegated authority, the Animal Services Director is required

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Delaina Gillaspy, 925-608-8413

cc:

BACKGROUND: (CONT'D)

to file a report with the Board of Supervisors every quarter that describes the source and value of each gift.

During the quarter ending March 31, 2022, Animal Services received \$63,864 in donations. The report detailing all monetary donations received by the Department from January 1, 2022 through March 31, 2022 is attached. The expenditure of these funds will be included in the Fiscal Year 2021-22 Annual Animal Benefit Fund report.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the report will delay information the Board has requested.

ATTACHMENTS

ABF Donation Report

Program	Type of Donation	Date Posted	Amount
General ABF	General Donation	3/31/2022	\$48.00
General ABF	General Donation	3/31/2022	\$245.00
General ABF	General Donation	3/31/2022	\$80.00
General ABF	Website Donation	3/31/2022	\$2,000.00
General ABF	General Donation	3/31/2022	\$76.00
General ABF	General Donation	3/31/2022	\$67.59
General ABF	General Donation	3/31/2022	\$5.00
General ABF	General Donation	3/29/2022	\$52.50
General ABF	General Donation	3/25/2022	\$75.00
General ABF	General Donation	3/25/2022	\$39.00
General ABF	General Donation	3/25/2022	\$242.00
General ABF	General Donation	3/25/2022	\$80.00
General ABF	General Donation	3/23/2022	\$40.00
General ABF	General Donation	3/23/2022	\$231.00
General ABF	General Donation	3/23/2022	\$45.00
General ABF	Website Donation	3/23/2022	\$20.00
General ABF	General Donation	3/23/2022	\$34.42
General ABF	General Donation	3/23/2022	\$89.00
General ABF	General Donation	3/23/2022	\$250.00
General ABF	General Donation	3/23/2022	\$275.00
General ABF	General Donation	3/23/2022	\$61.00
General ABF	General Donation	3/18/2022	\$166.00
General ABF	General Donation	3/18/2022	\$82.50
General ABF	General Donation	3/16/2022	\$372.00
General ABF	General Donation	3/16/2022	\$50.00
General ABF	General Donation	3/16/2022	\$1,230.32
General ABF	General Donation	3/16/2022	\$50.00
General ABF	General Donation	3/15/2022	\$180.00
General ABF	General Donation	3/15/2022	\$305.00
General ABF	General Donation	3/15/2022	\$110.00
General ABF	General Donation	3/15/2022	\$155.00
General ABF	General Donation	3/15/2022	\$51.00
General ABF	Website Donation	3/15/2022	\$100.00
General ABF	General Donation	3/15/2022	\$137.50
General ABF	General Donation	3/15/2022	\$25.00
General ABF	General Donation	3/15/2022	\$150.00
General ABF	General Donation	3/15/2022	\$52.00
General ABF	General Donation	3/15/2022	\$65.00
General ABF	Website Donation	3/15/2022	\$100.00
General ABF	General Donation	3/15/2022	\$45.00
General ABF	General Donation	3/15/2022	\$299.00
General ABF	General Donation	3/15/2022	\$92.00
General ABF	General Donation	3/14/2022	\$150.00
General ABF	General Donation	3/14/2022	\$10.00

General ABF	General Donation	3/10/2022	\$1,000.00
General ABF	General Donation	3/10/2022	\$100.00
General ABF	General Donation	3/10/2022	\$60.00
General ABF	General Donation	3/8/2022	\$25.00
General ABF	Website Donation	3/8/2022	\$110.00
General ABF	General Donation	3/8/2022	\$450.00
General ABF	General Donation	3/8/2022	\$532.50
General ABF	General Donation	3/8/2022	\$30.00
General ABF	General Donation	3/8/2022	\$120.00
General ABF	General Donation	3/8/2022	\$125.00
General ABF	General Donation	3/3/2022	\$41.00
General ABF	General Donation	3/3/2022	\$212.18
General ABF	General Donation	3/3/2022	\$162.00
General ABF	General Donation	3/3/2022	\$65.00
General ABF	Website Donation	3/3/2022	\$25.00
General ABF	General Donation	3/3/2022	\$15.00
General ABF	General Donation	3/3/2022	\$105.00
General ABF	General Donation	3/3/2022	\$5.00
General ABF	General Donation	3/3/2022	\$200.00
General ABF	General Donation	3/3/2022	\$30.00
General ABF	General Donation	3/3/2022	\$50.00
General ABF	General Donation	3/3/2022	\$41.00
General ABF	General Donation	3/1/2022	\$50.00
General ABF	General Donation	2/25/2022	\$20.76
General ABF	Website Donation	2/25/2022	\$100.00
General ABF	General Donation	2/25/2022	\$146.00
General ABF	General Donation	2/25/2022	\$1,650.00
General ABF	General Donation	2/25/2022	\$46.00
General ABF	General Donation	2/23/2022	\$100.00
General ABF	Website Donation	2/23/2022	\$200.00
General ABF	General Donation	2/23/2022	\$550.00
General ABF	General Donation	2/23/2022	\$65.00
General ABF	General Donation	2/23/2022	\$500.00
General ABF	General Donation	2/23/2022	\$280.00
General ABF	General Donation	2/23/2022	\$75.00
General ABF	General Donation	2/23/2022	\$195.00
General ABF	General Donation	2/23/2022	\$250.00
General ABF	General Donation	2/23/2022	\$185.00
General ABF	General Donation	2/18/2022	\$250.00
General ABF	General Donation	2/17/2022	\$116.00
General ABF	General Donation	2/17/2022	\$230.00
General ABF	General Donation	2/16/2022	\$200.00
General ABF	General Donation	2/16/2022	\$108.00
General ABF	Website Donation	2/16/2022	\$50.00
General ABF	General Donation	2/16/2022	\$50.00

General ABF	General Donation	2/15/2022	\$252.50
General ABF	General Donation	2/15/2022	\$8.00
General ABF	General Donation	2/14/2022	\$270.00
General ABF	General Donation	2/14/2022	\$101.00
General ABF	General Donation	2/14/2022	\$342.00
General ABF	Website Donation	2/14/2022	\$20.00
General ABF	General Donation	2/11/2022	\$156.00
General ABF	Website Donation	2/11/2022	\$25.00
General ABF	General Donation	2/11/2022	\$2,300.00
General ABF	General Donation	2/11/2022	\$220.00
General ABF	General Donation	2/9/2022	\$121.00
General ABF	General Donation	2/9/2022	\$160.00
General ABF	General Donation	2/8/2022	\$267.00
General ABF	Website Donation	2/8/2022	\$300.00
General ABF	General Donation	2/8/2022	\$136.00
General ABF	Website Donation	2/8/2022	\$320.00
General ABF	General Donation	2/8/2022	\$20.00
General ABF	General Donation	2/8/2022	\$50.00
General ABF	General Donation	2/8/2022	\$100.00
General ABF	General Donation	2/8/2022	\$42.00
General ABF	General Donation	2/8/2022	\$56.00
General ABF	General Donation	2/3/2022	\$79.00
General ABF	General Donation	2/3/2022	\$145.00
General ABF	General Donation	2/3/2022	\$170.50
General ABF	Website Donation	2/3/2022	\$50.00
General ABF	General Donation	2/3/2022	\$299.36
General ABF	General Donation	2/3/2022	\$40.00
General ABF	Website Donation	2/1/2022	\$245.00
General ABF	General Donation	2/1/2022	\$25.00
General ABF	General Donation	2/1/2022	\$171.00
General ABF	General Donation	2/1/2022	\$527.36
General ABF	General Donation	2/1/2022	\$40.00
General ABF	General Donation	1/31/2022	\$108.00
General ABF	Website Donation	1/31/2022	\$10.00
General ABF	General Donation	1/31/2022	\$502.50
General ABF	General Donation	1/28/2022	\$1,175.00
General ABF	General Donation	1/28/2022	\$218.00
General ABF	General Donation	1/28/2022	\$75.00
General ABF	General Donation	1/28/2022	\$100.00
General ABF	General Donation	1/28/2022	\$210.00
General ABF	General Donation	1/28/2022	\$111.00
General ABF	General Donation	1/26/2022	\$340.00
General ABF	General Donation	1/26/2022	\$200.00
General ABF	General Donation	1/26/2022	\$95.00
General ABF	Website Donation	1/26/2022	\$100.00

General ABF	General Donation	1/26/2022	\$75.00
General ABF	General Donation	1/26/2022	\$117.00
General ABF	General Donation	1/24/2022	\$100.00
General ABF	General Donation	1/24/2022	\$67.00
General ABF	Website Donation	1/24/2022	\$70.00
General ABF	General Donation	1/21/2022	\$356.00
General ABF	Website Donation	1/21/2022	\$6,007.00
General ABF	General Donation	1/21/2022	\$118.00
General ABF	Website Donation	1/21/2022	\$65.00
General ABF	General Donation	1/21/2022	\$25.00
General ABF	General Donation	1/21/2022	\$108.00
General ABF	General Donation	1/21/2022	\$500.00
General ABF	General Donation	1/21/2022	\$87.00
General ABF	General Donation	1/21/2022	\$50.00
General ABF	General Donation	1/21/2022	\$160.00
General ABF	Website Donation	1/21/2022	\$375.00
General ABF	General Donation	1/21/2022	\$1,297.91
General ABF	General Donation	1/18/2022	\$100.00
General ABF	General Donation	1/18/2022	\$50.00
General ABF	General Donation	1/18/2022	\$87.00
General ABF	General Donation	1/18/2022	\$72.00
General ABF	Website Donation	1/18/2022	\$50.00
General ABF	General Donation	1/18/2022	\$14.00
General ABF	General Donation	1/14/2022	\$200.50
General ABF	General Donation	1/14/2022	\$103.00
General ABF	General Donation	1/14/2022	\$415.00
General ABF	General Donation	1/13/2022	\$1,030.00
General ABF	General Donation	1/13/2022	\$40.00
General ABF	General Donation	1/13/2022	\$50.00
General ABF	General Donation	1/13/2022	\$91.00
General ABF	General Donation	1/13/2022	\$250.00
General ABF	General Donation	1/12/2022	\$20.00
General ABF	Website Donation	1/12/2022	\$50.00
General ABF	General Donation	1/11/2022	\$99.00
General ABF	General Donation	1/11/2022	\$79.00
General ABF	General Donation	1/11/2022	\$250.00
General ABF	Website Donation	1/11/2022	\$545.00
General ABF	General Donation	1/11/2022	\$200.00
General ABF	General Donation	1/11/2022	\$1.00
General ABF	Website Donation	1/11/2022	\$300.00
General ABF	General Donation	1/11/2022	\$165.00
General ABF	Website Donation	1/11/2022	\$50.00
General ABF	Website Donation	1/6/2022	\$320.00
General ABF	General Donation	1/6/2022	\$79.00
General ABF	General Donation	1/6/2022	\$55.00

General ABF	General Donation	1/6/2022	\$20.00
General ABF	Website Donation	1/6/2022	\$6,570.00
General ABF	General Donation	1/6/2022	\$147.00
General ABF	Website Donation	1/6/2022	\$50.00
General ABF	General Donation	1/6/2022	\$70.00
General ABF	General Donation	1/6/2022	\$50.00
General ABF	General Donation	1/6/2022	\$55.00
General ABF	General Donation	1/6/2022	\$280.00
General ABF	General Donation	1/6/2022	\$75.00
General ABF	General Donation	1/6/2022	\$300.20
General ABF	General Donation	1/6/2022	\$50.00
General ABF	General Donation	1/3/2022	\$134.00
General ABF	Website Donation	1/3/2022	\$100.00
General ABF	General Donation	1/3/2022	\$123.00
General ABF	GRANT	2/8/2022	\$500.00
S/N Program	Licensing Donations	1/12/2022	\$13,740.00
		Total:	\$63,864.10

Summary by Donation Type

Type	Total
General Donation	\$31,297.10
GRANT	\$500.00
Licensing Donations	\$13,740.00
Website Donation	\$18,327.00
Grand Total	\$63,864.10



Contra
Costa
County

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: July 12, 2022

Subject: DECLARE AND ACCEPT THE RESULTS OF THE JUNE 7, 2022 PRIMARY ELECTION AND DECLARE CANDIDATES ELECTED

RECOMMENDATION(S):

DECLARE and ACCEPT the results of the June 7, 2022 Primary Election and DECLARE the candidates elected as shown on the attached report and on file in the Contra Costa Elections Division.

FISCAL IMPACT:

None

BACKGROUND:

Elections Code section 15372 requires the Elections Official to prepare a Certified Statement of Results of the election and submit to the Governing Body within 30 days of the election. The Official Election Certificate and a Summary of the Official Results are attached.

The certified Statement of Votes is available for review at the Elections webpage at this link:www.cocovote.us.

Elections Code section 15400 requires the Governing Body to declare elected to each office, the persons who were elected as listed on the attached document.

CONSEQUENCE OF NEGATIVE ACTION:

These measures and/or candidates will not be approved, as provided by law.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Rosa Mena, 925.335.7806

cc:

CLERK'S ADDENDUM

Speakers: Caller 6770.

ATTACHMENTS

June0722Election Certificate

June722OfficialResults

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE JUNE 7, 2022,
PRIMARY ELECTION**

STATE OF CALIFORNIA

COUNTY OF Contra Costa

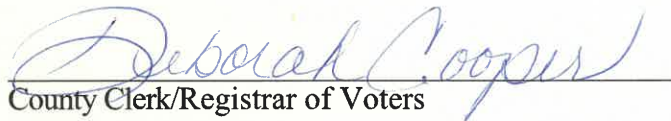


ss.

I, Deborah Cooper, County Clerk/Registrar of Voters of County of Contra Costa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the Primary Election held in said County on June 7, 2022, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 27 day of June, 2022, at the County of Contra Costa





County Clerk/Registrar of Voters
County of Contra Costa

State of California

**Contra Costa County
Statewide Direct Primary Election
June 7 2022
Official Results - Final**

Elector Group	Counting Group	Cards Cast	Voters Cast	Registered Voters	Turnout
Total	Early In-Person	644	322		0.05%
	Vote By Mail	466,281	233,194		33.02%
	Election Day	27,972	13,996		1.98%
	Total	494,897	247,512	706,257	35.05%

Precincts Reported: 1,034 of 1,034 (100.00%)

Voters Cast: 247,512 of 706,257 (35.05%)

Cards Cast: 494,897

GOVERNOR (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		322	233,194	13,996	247,512 / 706,257 35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
GAVIN NEWSOM	DEM	159	153,799	5,541	159,499	65.77%
BRIAN DAHLE	REP	68	29,832	3,343	33,243	13.71%
MICHAEL SHELLENBERGER	NPP	15	8,996	1,053	10,064	4.15%
JENNY RAE LE ROUX	REP	8	6,778	619	7,405	3.05%
ANTHONY TRIMINO	REP	34	3,683	853	4,570	1.88%
DAVID LOZANO	REP	5	3,166	395	3,566	1.47%
SHAWN COLLINS	REP	4	3,156	268	3,428	1.41%
ROBERT C. NEWMAN II	REP	4	2,156	229	2,389	0.99%
JOEL VENTRESCA	DEM	2	2,216	85	2,303	0.95%
LUIS JAVIER RODRIGUEZ	GRN	1	2,052	82	2,135	0.88%
RONALD A. ANDERSON	REP	5	1,844	255	2,104	0.87%
MAJOR WILLIAMS	REP	3	1,837	238	2,078	0.86%
REINETTE SENUM	NPP	5	1,861	96	1,962	0.81%
LEO S. ZACKY	REP	1	1,752	170	1,923	0.79%
DANIEL R. MERCURI	REP	1	841	111	953	0.39%
HEATHER COLLINS	GRN	0	890	46	936	0.39%
RON JONES	REP	0	638	85	723	0.30%
ARMANDO "MANDO" PEREZ-SERRATO	DEM	0	556	38	594	0.24%
ANTHONY "TONY" FANARA	DEM	0	440	39	479	0.20%
CRISTIAN RAUL MORALES	REP	0	371	36	407	0.17%
FREDERIC C. SCHULTZ	NPP	1	384	20	405	0.17%
WOODROW "WOODY" SANDERS III	NPP	1	360	31	392	0.16%
JAMES G. HANINK	NPP	1	260	16	277	0.11%
LONNIE SORTOR	REP	1	225	43	269	0.11%
SERGE FIANKAN	NPP	1	187	14	202	0.08%
BRADLEY ZINK	NPP	0	186	11	197	0.08%
Total Votes		320	228,466	13,717	242,503	
		Early In-Person	Vote By Mail	Election Day	Total	
GURINDER BHANGOO	WRITE-IN	0	0	0	0	0.00%
JEFF SCOTT	WRITE-IN	0	0	0	0	0.00%

LIEUTENANT GOVERNOR (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%

Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
ELENI KOUNALAKIS	DEM	140	141,438	4,688	146,266	62.45%
ANGELA E. UNDERWOOD JACOBS	REP	69	29,699	3,617	33,385	14.26%
DAVID FENNELL	REP	60	22,639	2,466	25,165	10.75%
CLINT W. SAUNDERS	REP	13	8,638	1,230	9,881	4.22%
JEFFREY HIGHBEAR MORGAN	DEM	14	8,734	525	9,273	3.96%
WILLIAM CAVETT "SKEE" SAACKÉ	DEM	8	4,024	284	4,316	1.84%
MOHAMMAD ARIF	PFR	4	3,476	196	3,676	1.57%
DAVID HILLBERG	NPP	10	2,002	221	2,233	0.95%
Total Votes		318	220,651	13,227	234,196	

		Early In-Person	Vote By Mail	Election Day	Total	
JAMES ORLANDO OGLE	WRITE-IN	0	1	0	1	0.00%

SECRETARY OF STATE (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%

Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
SHIRLEY N. WEBER	DEM	156	150,652	5,315	156,123	68.35%
ROB BERNOSKY	REP	58	27,014	2,792	29,864	13.07%
RACHEL HAMM	REP	63	21,486	2,841	24,390	10.68%
JAMES "JW" PAINE	REP	12	6,477	1,027	7,516	3.29%
GARY N. BLENNER	GRN	10	4,437	266	4,713	2.06%
RAUL RODRIGUEZ JR.	REP	8	3,504	536	4,048	1.77%
MATTHEW D. CINQUANTA	NPP	3	1,614	153	1,770	0.77%
Total Votes		310	215,188	12,931	228,429	

		Early In-Person	Vote By Mail	Election Day	Total	
DESMOND A SILVEIRA	WRITE-IN	0	4	1	5	0.00%

CONTROLLER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
LANHEE CHEN	REP	138	55,392	6,910	62,440	26.57%
MALIA M. COHEN	DEM	64	59,364	2,206	61,634	26.23%
STEVE GLAZER	DEM	65	56,742	2,193	59,000	25.11%
YVONNE YIU	DEM	31	30,061	1,225	31,317	13.33%
RON GALPERIN	DEM	12	14,406	429	14,847	6.32%
LAURA WELLS	GRN	5	5,376	354	5,735	2.44%
Total Votes		315	221,341	13,317	234,973	

TREASURER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
FIONA MA	DEM	156	149,729	5,368	155,253	67.69%
JACK M. GUERRERO	REP	100	39,114	4,650	43,864	19.12%
ANDREW DO	REP	47	22,377	2,576	25,000	10.90%
MEGHANN ADAMS	PFR	10	4,930	307	5,247	2.29%
Total Votes		313	216,150	12,901	229,364	

ATTORNEY GENERAL (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
ROB BONTA	DEM	153	143,834	5,146	149,133	63.67%
NATHAN HOCHMAN	REP	72	31,879	3,392	35,343	15.09%
ERIC EARLY	REP	71	25,892	3,548	29,511	12.60%
ANNE MARIE SCHUBERT	NPP	16	15,006	818	15,840	6.76%
DAN KAPELOVITZ	GRN	2	4,144	238	4,384	1.87%
Total Votes		314	220,755	13,142	234,211	

INSURANCE COMMISSIONER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
RICARDO LARA	DEM	63	81,508	2,597	84,168	36.69%
MARC LEVINE	DEM	77	58,755	2,210	61,042	26.61%
ROBERT HOWELL	REP	89	29,702	3,970	33,761	14.72%
GREG CONLON	REP	49	24,403	2,868	27,320	11.91%
VINSON EUGENE ALLEN	DEM	15	8,283	423	8,721	3.80%
JASPER "JAY" JACKSON	DEM	5	3,971	328	4,304	1.88%
VERONIKA FIMBRES	GRN	4	3,869	208	4,081	1.78%
NATHALIE HRIZI	PFR	3	3,215	172	3,390	1.48%
ROBERT J. MOLNAR	NPP	5	2,388	195	2,588	1.13%
Total Votes		310	216,094	12,971	229,375	

STATE BOARD OF EQUALIZATION, DISTRICT 2 (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,194	13,996	247,512 / 706,257	35.05%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
SALLY J. LIEBER	DEM	120	105,290	3,747	109,157	48.83%
PETER COE VERBICA	REP	144	60,487	7,210	67,841	30.35%
MICHELA ALIOTO-PIER	DEM	43	44,682	1,806	46,531	20.82%
Total Votes		307	210,459	12,763	223,529	

UNITED STATES SENATOR (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		322	233,087	13,976	247,385 / 706,257	35.03%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
ALEX PADILLA	DEM	137	140,463	4,570	145,170	61.99%
MARK P. MEUSER	REP	69	31,864	3,805	35,738	15.26%
CORDIE WILLIAMS	REP	40	8,251	1,107	9,398	4.01%
JAMES P. BRADLEY	REP	11	6,644	939	7,594	3.24%
JON ELIST	REP	10	5,116	511	5,637	2.41%
CHUCK SMITH	REP	9	4,848	508	5,365	2.29%
AKINYEMI AGBEDE	DEM	12	4,523	356	4,891	2.09%
DOUGLAS HOWARD PIERCE	DEM	2	3,638	140	3,780	1.61%
DAN O'DOWD	DEM	4	3,315	240	3,559	1.52%
JOHN THOMPSON PARKER	PFR	0	1,829	80	1,909	0.82%
TIMOTHY J URSICH	DEM	0	1,464	62	1,526	0.65%
SARAH SUN LIEW	REP	3	1,350	95	1,448	0.62%
PAMELA ELIZONDO	GRN	2	1,125	74	1,201	0.51%
JAMES "HENK" CONN	GRN	2	1,048	50	1,100	0.47%
DAPHNE BRADFORD	NPP	3	899	49	951	0.41%
MYRON L. HALL	REP	2	805	109	916	0.39%
ELEANOR GARCIA	NPP	0	866	47	913	0.39%
ROBERT GEORGE LUCERO, JR	REP	4	687	97	788	0.34%
CARLOS GUILLERMO TAPIA	REP	0	687	89	776	0.33%
OBAIDUL HUQ PIRJADA	DEM	0	604	47	651	0.28%
ENRIQUE PETRIS	REP	1	316	41	358	0.15%
DEON D. JENKINS	NPP	2	234	25	261	0.11%
DON J. GRUNDMANN	NPP	1	215	30	246	0.11%
Total Votes		314	220,795	13,071	234,180	
		Early In-Person	Vote By Mail	Election Day	Total	
MARK A. RUZON	WRITE-IN	0	3	0	3	0.00%
LIJUN (LILY) ZHOU	WRITE-IN	0	1	0	1	0.00%
IRENE RATLIFF	WRITE-IN	0	0	0	0	0.00%
MARC ALEXANDER ROTH	WRITE-IN	0	0	0	0	0.00%

UNITED STATES SENATOR - SHORT TERM (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		322	233,087	13,976	247,385 / 706,257 35.03%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
ALEX PADILLA	DEM	142	139,170	4,757	144,069	62.59%
MARK P. MEUSER	REP	119	41,637	5,044	46,800	20.33%
JAMES P. BRADLEY	REP	14	8,532	1,082	9,628	4.18%
TIMOTHY URSICH JR.	DEM	12	7,957	338	8,307	3.61%
DAN O'DOWD	DEM	10	7,034	481	7,525	3.27%
JON ELIST	REP	9	6,403	662	7,074	3.07%
DAPHNE BRADFORD	NPP	3	3,401	186	3,590	1.56%
MYRON L. HALL	REP	6	2,759	373	3,138	1.36%
Total Votes		315	216,938	12,926	230,179	
		Early In-Person	Vote By Mail	Election Day	Total	
JOHN THOMPSON PARKER	WRITE-IN	0	45	3	48	0.02%
IRENE RATLIFF	WRITE-IN	0	0	0	0	0.00%

UNITED STATES REPRESENTATIVE, DISTRICT 8 (Vote for 1)

Precincts Reported: 346 of 346 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		77	66,117	3,869	70,063 / 235,325 29.77%	
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
JOHN GARAMENDI	DEM	47	40,878	1,702	42,627	64.80%
RUDY RECILE	REP	17	9,624	1,236	10,877	16.53%
CHERYL SUDDUTH	DEM	6	7,225	351	7,582	11.53%
CHRISTOPHER RILEY	DEM	1	2,231	153	2,385	3.63%
EDWIN RUTSCH	DEM	3	1,981	143	2,127	3.23%
Total Votes		74	62,107	3,606	65,787	
		Early In-Person	Vote By Mail	Election Day	Total	
DEMNLUS JOHNSON	WRITE-IN	0	168	21	189	0.29%

UNITED STATES REPRESENTATIVE, DISTRICT 9 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	5	3,638	327	3,970 / 11,700 33.93%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
TOM PATTI	REP	2	1,400	184	1,586	42.67%
JOSH HARDER	DEM	3	1,001	19	1,023	27.52%
JIM SHOEMAKER	REP	0	412	67	479	12.89%
HARPREET SINGH CHIMA	DEM	0	201	6	207	5.57%
JONATHAN MADISON	REP	0	132	32	164	4.41%
KHALID JEFFREY JAFRI	DEM	0	122	1	123	3.31%
KARENA APPLE FENG	DEM	0	92	2	94	2.53%
MARK T. ANDREWS	NPP	0	36	5	41	1.10%
Total Votes		5	3,396	316	3,717	

UNITED STATES REPRESENTATIVE, DISTRICT 10 (Vote for 1)

Precincts Reported: 664 of 664 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	240	163,332	9,780	173,352 / 459,232 37.75%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
MARK DESAULNIER	DEM	123	116,070	4,363	120,556	84.00%
MICHAEL ERNEST KERR	GRN	50	19,217	2,067	21,334	14.86%
Total Votes		191	136,549	6,783	143,523	
	Party	Early In-Person	Vote By Mail	Election Day	Total	
KATHERINE PICCININI	WRITE-IN	18	1,262	353	1,633	1.14%

MEMBER OF THE STATE ASSEMBLY, DISTRICT 11 (Vote for 1)

Precincts Reported: 79 of 79 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	22	10,393	927	11,342 / 40,808 27.79%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
LORI D WILSON	DEM	3	4,959	181	5,143	54.44%
JENNY LEILANI CALLISON	NPP	17	3,762	523	4,302	45.54%
Total Votes		20	8,723	704	9,447	
	Party	Early In-Person	Vote By Mail	Election Day	Total	
JAMES BERG	WRITE-IN	0	2	0	2	0.02%

MEMBER OF THE STATE ASSEMBLY, DISTRICT 14 (Vote for 1)

Precincts Reported: 212 of 212 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		46	46,486	2,393	48,925 / 148,742	32.89%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
BUFFY WICKS	DEM	38	37,073	1,632	38,743	99.92%
Total Votes		38	37,096	1,640	38,774	
		Early In-Person	Vote By Mail	Election Day	Total	
RICHARD KINNEY	WRITE-IN	0	23	8	31	0.08%

MEMBER OF THE STATE ASSEMBLY, DISTRICT 15 (Vote for 1)

Precincts Reported: 471 of 471 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		142	90,577	6,397	97,116 / 299,261	32.45%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
TIM GRAYSON	DEM	69	59,250	2,423	61,742	68.42%
JANELL ELIZABETH PROCTOR	REP	68	24,940	3,493	28,501	31.58%
Total Votes		137	84,190	5,916	90,243	

MEMBER OF THE STATE ASSEMBLY, DISTRICT 16 (Vote for 1)

Precincts Reported: 272 of 272 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		112	85,631	4,259	90,002 / 217,446	41.39%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
REBECCA BAUER-KAHAN	DEM	51	54,976	1,541	56,568	67.11%
JOSEPH A. RUBAY	REP	60	25,217	2,445	27,722	32.89%
Total Votes		111	80,193	3,986	84,290	

STATE SUPERINTENDENT OF PUBLIC INSTRUCTION (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
TONY K. THURMOND		120	116,526	4,094	120,740	55.94%
GEORGE YANG		53	19,791	2,406	22,250	10.31%
AINYE E. LONG		22	20,637	1,235	21,894	10.14%
LANCE RAY CHRISTENSEN		49	18,647	1,952	20,648	9.57%
MARCO AMARAL		14	12,308	599	12,921	5.99%
JIM GIBSON		24	8,621	1,102	9,747	4.52%
JOSEPH GUY CAMPBELL		12	6,925	685	7,622	3.53%
Total Votes		294	203,455	12,073	215,822	

COUNTY SUPERINTENDENT OF SCHOOLS (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
LYNN V. MACKEY		190	149,102	7,047	156,339	100.00%
Total Votes		190	149,102	7,047	156,339	

ALAMEDA COUNTY BOARD OF EDUCATION, AREA 7 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	0	90	1	91 / 186 48.92%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
CHERYL COOK-KALLIO		0	23	0	23	41.82%
DIEMHA 'KATE' DAO		0	20	0	20	36.36%
ERIC DILLIE		0	12	0	12	21.82%
Total Votes		0	55	0	55	

SUPERVISOR, DISTRICT 1 (Vote for 1)

Precincts Reported: 193 of 193 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	43	39,981	2,037	42,061 / 126,205 33.33%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
JOHN "JOYA" GIOIA		34	30,138	1,232	31,404	85.36%
HULAN BARNETT JR.		6	4,979	403	5,388	14.64%
Total Votes		40	35,117	1,635	36,792	

SUPERVISOR, DISTRICT 4 (Vote for 1)

Precincts Reported: 185 of 185 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	57	56,661	3,821	60,539 / 153,755 39.37%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
KEN CARLSON		12	13,242	864	14,118	26.73%
DEBORA ALLEN		17	12,099	1,226	13,342	25.26%
CARLYN OBRINGER		10	12,061	616	12,687	24.02%
ROXANNE CARRILLO GARZA		7	7,617	318	7,942	15.04%
ED BIRSAN		5	4,379	336	4,720	8.94%
Total Votes		51	49,398	3,360	52,809	

ASSESSOR (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
GUS KRAMER		157	112,771	6,507	119,435	56.34%
FLOY ELIZABETH ANDREWS		140	87,474	4,953	92,567	43.66%
Total Votes		297	200,245	11,460	212,002	

AUDITOR-CONTROLLER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
ROBERT CAMPBELL		223	151,376	7,290	158,889	100.00%
Total Votes		223	151,376	7,290	158,889	

CLERK-RECORDER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
KRISTIN BRAUN CONNELLY		87	61,667	2,670	64,424	33.90%
VICKI GORDON		68	41,978	2,652	44,698	23.52%
DEVIN T. MURPHY		45	40,253	1,755	42,053	22.13%
NICK SPINNER		75	35,453	3,321	38,849	20.44%
Total Votes		275	179,351	10,398	190,024	

DISTRICT ATTORNEY (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
DIANA BECTON		134	119,641	4,799	124,574	56.41%
MARY KNOX		173	88,394	7,709	96,276	43.59%
Total Votes		307	208,035	12,508	220,850	

SHERIFF-CORONER (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
DAVID LIVINGSTON		183	119,053	7,725	126,961	58.82%
BENJAMIN THERRIAULT		116	84,366	4,415	88,897	41.18%
Total Votes		299	203,419	12,140	215,858	

TREASURER-TAX COLLECTOR (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
RUSSELL V. WATTS		237	164,424	8,421	173,082	100.00%
Total Votes		237	164,424	8,421	173,082	

MEASURE G - CONTRA COSTA COUNTY - 2/3 (Vote for 1)

Precincts Reported: 1,034 of 1,034 (100.00%)

	Early In-Perso	Vote By Mail	Election Day	Total		
Times Cast	322	233,087	13,976	247,385 / 706,257 35.03%		
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
Yes		183	144,186	6,534	150,903	67.38%
No		129	66,869	6,053	73,051	32.62%
Total Votes		312	211,055	12,587	223,954	

MEASURE F - CITY OF MARTINEZ - 2/3 (Vote for 1)

Precincts Reported: 73 of 73 (100.00%)

		Early In-Perso	Vote By Mail	Election Day	Total	
Times Cast		25	11,313	639	11,977 / 26,111	45.87%
Candidate	Party	Early In-Person	Vote By Mail	Election Day	Total	
Yes		18	7,616	358	7,992	68.77%
No		7	3,364	258	3,629	31.23%
Total Votes		25	10,980	616	11,621	



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Extension Agreement #72-155-3 with National Labs, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-155-3 with National Labs, Inc., a corporation, to amend Contract #72-155-2, to extend the termination date from July 31, 2022 through June 30, 2023, with no change in the original payment limit of \$8,910,000 to continue to provide clinical laboratory services for COVID-19 tests for Contra Costa Health Services (CCHS).

FISCAL IMPACT:

This extension will result in no change to the original payment limit of \$8,910,000 which is funded 100% by the Federal American Rescue Plan Act.

BACKGROUND:

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19. This contract will increase the County's ability to processes laboratory specimens related to COVID-19 testing collected throughout the County and reduce delays in receiving test results. This contract will establishes a relationship between CCHS and contractor to increase the county's ability to processes laboratory specimens related to COVID-19 testing collected throughout the county and reduce delays in receiving test results. The Contractor has been providing these services to CCHS since August 2020.

On August 10, 2021, the Board of Supervisors approved Contract #72-155-2 with National Labs, Inc. in an amount not to exceed \$8,910,000 to provide clinical laboratory services for COVID-19 tests for CCHS for the period from August 1, 2021 through July 31, 2022.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Ori Tzvieli, M.D., 925-608-5267

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Extension Agreement #72-155-3 will allow contractor to continue to provide clinical laboratory services, including laboratory processing of COVID-19 tests for CCHS through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this extension is not approved, county will not have access to contractor's clinical laboratory services and COVID-19 testing results will be delayed.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Payment for Services Provided by Spin Recruitment, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$61,615.39 to Spin Recruitment, Inc., a corporation, for advertising services for the Health Services Department’s Personnel Unit provided in good faith for the period February 1, 2022 through March 31, 2022.

FISCAL IMPACT:

This retro payment in the amount of \$61,615.39 is funded 100% by County General Fund.

BACKGROUND:

In April 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #23-467-11 with Spin Recruitment, Inc., to provide advertising services including, developing recruitment advertisements and insertion of advertisements in newspapers, professional journals and internet web pages for the period from April 1, 2022 through March 31, 2023.

In June 2022, the County Administrator approved and the Purchasing Services Manager executed Amendment Agreement #23-467-12 with Spin Recruitment, Inc., to add \$25,000 to a new total payment limit of \$125,000 for additional advertising services including, developing recruitment advertisements and insertion of advertisements in newspapers, professional journals and internet web pages, with no change in the term April 1, 2022 through March 31, 2023.

Due to staffing shortages and transition of assignments in Health Services Department’s Personnel Unit, the contract was not being monitored closely. The Unit now has dedicated staff to monitor and track the use of this contract to ensure timely amendments if necessary.

The County has determined that Spin Recruitment, Inc. is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services.

-
- APPROVE OTHER
 - RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
-

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

- AYE: John Gioia, 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: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Jo-Anne Linares, 925-957-5240

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, Spin Recruitment will not be paid for services provided to county clients outside of the contract payment limit rendered in good faith.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: July 12, 2022

Subject: Action Plan for Mandatory Commercial Organics Recycling to be submitted to California Department of Resources Recycling and Recovery

RECOMMENDATION(S):

AUTHORIZE the Conservation and Development Director to develop and submit to California Department of Resources Recycling and Recovery (CalRecycle) an action plan to achieve Assembly Bill 1826 compliance in unincorporated County franchised areas.

FISCAL IMPACT:

No impact to the General Fund. All staff time and materials to develop and submit the plan will be covered by solid waste collection franchise fees.

BACKGROUND:

AB 1826, Mandatory Commercial Organics Recycling (MORE), as enacted October 2014 (Chesbro, Chapter 727, Statutes of 2014), requires businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. Currently, the law requires businesses that generate more than two cubic yards of waste per week to recycle their organic waste.

The Department of Conservation and Development (DCD) reports to the California Department of Resource and Recovery (CalRecycle) regarding compliance status for businesses and multifamily complexes of 5 units or more in unincorporated County franchised areas as part of the Electronic Annual Report (EAR), which is an evaluation of solid waste diversion performance.

In June 2022, CalRecycle sent DCD a Notice of MORE Program Implementation Gaps. The notice indicates the County will need to submit an action plan to CalRecycle by July 14, 2022. The County's detailed action plan will need to address how the remaining regulated commercial businesses will receive organics collection services by December 31, 2022. At the time of this writing DCD staff is working with CalRecycle on the content of the action plan and will have the report completed by the July 14, 2022 deadline. The action plan will include milestone task descriptions such as collection service changes, developing non-compliant customer lists, sending letters/outreach, and specific dates to accomplish the tasks, which will be performed by DCD staff with existing budget. Staff recommends the Director be authorized to submit and, if necessary, revise the action plan on behalf of the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Justin Sullivan, (925) 655-2914

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County would not submit an action plan and would be referred to CalRecycle's Jurisdiction and Agency Compliance and Enforcement Branch (JACE) indicating the start of a conferring period for consideration of a compliance order.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: July 12, 2022

Subject: Correct March 1, 2022 Board Order Item #C.37 with the Diablo Nephrology Medical Group, Inc.

RECOMMENDATION(S):

APPROVE clarification of Board Action of March 1, 2022, (Item C.37) which authorized the Health Services Director to execute Contract #26-584-8 with the Diablo Nephrology Medical Group, Inc., a corporation, to reflect the intent of the parties in which the Payment Limit should read an amount not to exceed \$900,000 instead of \$804,000, for nephrology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, with no change in term November 1, 2021 through October 31, 2024.

FISCAL IMPACT:

Approval of this contract will result in contractual expenditures of up to \$900,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. The county has been contracting with Diablo Nephrology Medical Group, Inc., since November 2006 to provide nephrology services, including clinic coverage, consultation, training, medical and/or surgical procedures and on-call coverage.

On March 1, 2022, the Board of Supervisors approved Contract #26-584-8 with Diablo Nephrology Medical Group, Inc., in an amount of \$804,000, for the provision of nephrology services at CCRMC and Contra Costa Health Centers for the period November 1, 2021 through October 31, 2024.

Due to an oversight the Payment Limit specified on the Board Order did not match the contract. The purpose of this Board Order is to correct the Payment Limit from \$804,000 to \$900,000, to reflect the intent of the department and contractor.

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved, the Board Order will not match the contract signed by the contractor and county and services would not be able to be provided throughout the term of the contract.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, 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: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Samir Shah, 925-370-5101

cc: E Suisala, M Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: July 12, 2022

Subject: Donor Network West

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to enter into an Agreement with Donor Network West for the provision of organ procurement services, at no cost, for the period of May 1, 2022 through April 30, 2024.

FISCAL IMPACT:

No Fiscal Impact.

BACKGROUND:

Donor Network West is the third largest federally designated organ procurement organization and one of the largest tissue recovery organizations. During the normal course of the Office of the Sheriff-Coroner's business, County has access to potential eye, organ and tissue donors that could potentially be used for transplantation. County and the Donor Network West seek to continue to work in a cooperative relationship to ensure the timely retrieval, processing, preservation, storage, and distribution of various eye, organ and tissue donations.

CONSEQUENCE OF NEGATIVE ACTION:

The consequence of a negative action would be to not have an Agreement in place to be in compliance with the Uniform Anatomical Gift Act (Health and Safety Code Section 7150 et seq.)

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
Candace Andersen, District II Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Chrystine Robbins, 925-655-0008

cc:

CHILDREN'S IMPACT STATEMENT:

None.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: July 12, 2022

Subject: Disposal of Surplus Property

RECOMMENDATION(S):

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

In 2015, Fleet Services purchased electric vehicles (EV) to "green" the County fleet. These initial EVs only have a range of about 80 miles on a charge. Depending upon the weather, the range is lower especially in cold weather.

Due to its limited range, the use of these early EVs have been relatively minimal with some being driven less than an average of 1200 miles per year. In contrast, newer EVs with a range of over 230 miles on a charge have shown greater use by County staff with some units averaging 4000 - 5000 miles driven per year.

Replacing the older limited range EVs with new units that have at least 240 miles range on a single charge, and a direct current (DC) fast charger option, will greatly reduce range restrictions with daily business needs and range anxiety of current non-EV users.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **07/12/2022** 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: July 12, 2022

Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: Antonia Welty, Deputy

Contact: Nida Rivera, (925) 313-2124

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Public Works would not be able to dispose of surplus vehicles and equipment.

ATTACHMENTS

Surplus Vehicles & Equipment

6 ATTACHMENT TO BOARD ORDER JULY 12, 2022

Department	Description/Unit/Make/Model	Serial No.	Condition A. Obsolete B. Worn Out C. Beyond economical repair D. Damaged beyond repair
PUBLIC WORKS	2015 NISSAN LEAF EV # 0943 (12894 MILES)	1N4AZ0CPXFC334262	A. OBSOLETE
PUBLIC WORKS	2015 NISSAN LEAF EV # 0944 (12158 MILES)	1N4AZ0CP8FC334177	A. OBSOLETE
PUBLIC WORKS	2015 NISSAN LEAF EV # 0945 (9832 MILES)	1N4AZ0CP8FC334261	A. OBSOLETE
PUBLIC WORKS	2015 NISSAN LEAF EV # 0946 (9173 MILES)	1N4AZ0CP0FC334044	A. OBSOLETE
PUBLIC WORKS	2015 NISSAN LEAF EV # 0947 (10832 MILES)	1N4AZ0CP7FC333957	A. OBSOLETE
PUBLIC WORKS	2015 NISSAN LEAF EV # 0948 (10857 MILES)	1N4AZ0CPXFC334035	A. OBSOLETE