CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez

AGENDA

Tuesday, November 18, 2025

9:00 AM

BOARD OF SUPERVISORS

Supervisor John Gioia, District I
Supervisor Candace Andersen, District II
Supervisor Diane Burgis, District III
Supervisor Ken Carlson, District IV
Supervisor Shanelle Scales-Preston, District V

Clerk of the Board (925) 655-2000
clerkoftheboard@cob.cccounty.us

The public may attend the Board meeting in person and remotely via call-in or Zoom. 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. Meetings of the Board are closed-captioned in real time. For real time translation of the Board of Supervisors meeting, please go to the Wordly website: https://attend.wordly.ai/join/UPPW-1508.

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. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: https://cccounty-us.zoom.us/j/89586041575. 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. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. Your patience is appreciated.

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

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. 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. Susan Austin v. Contra Costa County, WCAB No. ADJ13058278
2. Richard Van Koll v. Contra Costa County; Contra Costa County Superior Court Case No. C22-02423
3. Jorge Enrique Hortua Cuintaco, et al. v. Contra Costa County, et al.; Contra Costa County Superior Court Case No. C25-00488
4. Tulare Lake Basin Water Storage District, et al. v. Department of Water Resources, California Court of Appeal, Third Appellate District, Case No. C101878
5. Krystal Edwards v. Contra Costa County, et al.; Contra Costa County Superior Court, Case No. C24-02473

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code § 54956.8)
Property: Unimproved Property located at 199 Mayhew Way, Pleasant Hill
Agency Negotiators: Ryan Hernandez, Assistant Deputy Director, Department of Conservation and Development
Negotiating Parties: Contra Costa County and the Helix Family Trust UTA dated December 15, 1992
Under Negotiation: Price and terms

4. Inspirational Thought-

"An attitude of gratitude brings great things." – Yogi Bhajan

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.123 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. Items removed from the Consent Calendar will be considered with the Discussion Items.

6. PRESENTATIONS

PR.1 PRESENTATION for the 2025 Food-Fight kickoff. (Caitilin Sly, President and CEO, Food Bank of Contra Costa and Solano counties, Ann Elliott, Human Resources Director and Kisha Russell, Human Resources Supervisor)

PR.2 PRESENTATION recognizing the month of October as AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance. (Supervisor Gioia)

7. DISCUSSION ITEMS

D.1. Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, HEARING to consider adopting Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments, as the fire code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District. (Lewis Broschard, Fire Chief) **25-4835**

Attachments: Ordinance No. 2025-14
Findings ISO Ord 2025-14.docx

D.2. Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, HEARING to consider adopting Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, with local amendments, as the Wildland-Urban Interface code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District. (Lewis Broschard, Fire Chief) **25-4836**

Attachments: Ordinance No. 2025 – 15 California Wildland-Urban Interface Code
Findings in support of Ordinance No. 2025-15

D.3. CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program and provide guidance. (Marla Stuart, Employment and Human Services Director) **25-4837**

Attachments: November 2025 BOS Head Start Update
1. CCB-25-25 Continued and Expansion Funding Application Fiscal Year 2026-27
2. CCB-25-26 Cost of Care Plus Rate Payments to Child Care Centers Pursuant to Senate Bill 120
3. MB-25-09 The Desired Results Developmental Profile (2025) for California State Preschool Programs and Special Education Division Funded Programs
4. New HSPPS Compliance Timeline and Analysis

D.4. CONSIDER accepting the Aging and Adult Services Annual Report from the Employment and Human Services Department (EHSD) regarding Aging and Adult Service efforts in Contra Costa County, (Tracy Murray, Director, Aging and Adult Services) **25-4838**

Attachments: Aging Adult Services BOS presentation November 18 2025.pdf

D.5. RECEIVE report on major impacts resulting from H.R. 1 and the State Budget on the County, and PROVIDE direction on next steps for analysis and implementation. (Monica Nino, County Administrator and Emlyn Struthers, Senior Deputy County Administrator) **25-4874**

Attachments: 2025.11.18 Major Impacts of H.R. 1 and the State Budget

D.6. CONSIDER approving allocations from Supervisorial District Community Impact Funds in an aggregate amount of $1,265,000; accept report on the outcome of the Community Impact Fund Community Survey; and provide direction to staff on next steps. (Timothy Ewell, Chief Assistant County Administrator) **25-4893**

Attachments: PowerPoint Presentation
Staff Report w/ Footnotes (PDF)
Attachment A - Community Impact Fund District II Recommendations
Attachment B - Community Impact Fund District III Recommendations
Attachment C - Survey of Food Insecurity, Rehousing and Rental Assistance Programs
District I Community Impact Fund Report

D.7 CONSIDER consent item previously removed.

D.8 PUBLIC COMMENT (2 Minutes/Speaker)

D.9 CONSIDER reports of Board members.

8. ADJOURN

9. CONSENT CALENDAR

Airport

C.1. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with John DeRuiter, for a north-facing T-hangar at Buchanan Field Airport effective November 5, 2025, in the monthly amount of $394, Pacheco area. (100% Airport Enterprise Fund) **25-4762**

Attachments: Hangar Rental Agreement - John DeRuiter

C.2. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month shade hangar rental agreement with Michael J. McCosker, for a north-facing shade hangar at Buchanan Field Airport effective November 1, 2025, in the monthly amount of $175, Pacheco area. (100% Airport Enterprise Fund) **25-4763**

Attachments: Shade Hangar Rental Agmt pf 4-5 CCR B-14 Michael J McCosker

Agriculture/Weights and Measures

C.3. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with Richfield Real Estate Corporation to increase the amount paid to the County by $6,000 to a new payment limit of $15,000 to provide services to treat invasive weeds, with no change to the term through June 30, 2028. (100% General Fund) **25-4764**

C.4. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to increase the payment limit by $6,000 to a new reimbursement amount of $720,511 for the County to provide additional pest detection and trapping services, with no change to the term ending June 30, 2026. (100% State) **25-4765**

C.5. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Agricultural Commissioner, to execute a blanket purchase order with Insight Public Sector in the amount not to exceed $14,999 for the purchase of hardware and software facilitating the collection of agricultural data and issuing community communications for the period of December 1, 2025, through November 30, 2027. (100% General Fund) **25-4766**

C.6. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Agricultural Commissioner, to execute a blanket purchase order with Rice Lake Weighing Systems/Heusser Neweigh in the amount not to exceed $14,999 for the purchase of weight kits and calibration services to maintain compliance with weights and measurements standards of the California Division of Measurement Standards for the period of December 1, 2025, through November 30, 2027. (100% General Fund) **25-4767**

C. Board of Supervisors

C.7. ACCEPT Board members meeting reports for October 2025. **25-4768**

Attachments: District III October 2025 report
District IV October 2025 Report

Clerk of the Board

C.8. ADOPT Resolution No. 2025-389 to kick off the 2025 Counties Care Holiday Food Fight, as recommended by Supervisor Andersen **RES 2025-389**

C.9. ADOPT Resolution No. 2025-390 recognizing November 17 through November 21, 2025 as California Clerk of the Board of Supervisors Week, as recommended by Supervisor Andersen. **RES 2025-390**

C.10. ADOPT Resolution No. 2025-391 recognizing the month of October as AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance, as recommended by Supervisor Gioia. **RES 2025-391**

C.11. APPROVE Amended Bylaws of the Contra Costa County Head Start and Early Head Start Policy Council, as recommended by the Employment and Human Services Director. **25-4769**

C.12. APPOINT Tuliisa Miller to the District 1, Public Sector seat on the Economic Opportunity Council, for a term ending on June 30, 2026 as recommended by Supervisor Gioia. **25-4770**

Attachments: Miller, TuLiisa (EOC) 10-17-25 [D1]

C.13. APPOINT Natalya Dunauskas to the At-Large #3 Seat on the Family and Children's Trust Committee for a term ending September 30, 2027, as recommended by the Family and Human Services Committee. **25-4771**

Attachments: FACT ROSTER 11.1.2025 - DRAFT Redacted
Dunauskas, Natalya (FACT) 08-16-25 [D5]_Redacted

C.14. APPOINT Stephanie Shieh to the Discretionary #4 - West County seat with a term ending April 30, 2028 on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee. **25-4772**

Attachments: 2025 26 CCCounty LPC Roster Updated
Stephanie Shieh application redacted

C.15. ACCEPT and APPROVE the draft Behavioral Health Board Bylaws, as recommended by the Family and Human Services Committee. **25-4773**

Attachments: Behavioral Health Board Bylaws Draft 1

C.16. ACCEPT the Contra Costa County Public Law Library Board of Trustees' 2024-2025 Annual Report. **25-4774**

Attachments: REPORT FY 24-25

C.17. ACCEPT the resignation of Jon Green, DECLARE a vacancy in Seat 6 on the Transitional Community Advisory Board, and DIRECT the Clerk of the Board to post the vacancy. **25-4775**

C.18. ACCEPT 2025 East Richmond Municipal Advisory Council Annual Report. **25-4776**

Attachments: (2025) ERHMAC Advisory Body Annual Report

Conservation & Development

C.19. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Let's Dig, Inc., to increase the payment limit by $200,000 to a new payment limit of $400,000 with no change to the original term ending August 31, 2028, to provide code enforcement abatement clean-up services. (100% Land Development Fund) **25-4777**

C.20. APPROVE the Amended 2023/2024 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan, as recommended by the North Richmond Waste and Recovery Mitigation Fee Joint Expenditure Planning Committee. (100% North Richmond Mitigation funds) **25-4778**

Attachments: Exhibit A - Amended 2023-24 Expenditure Plan

C.21. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Crockett Sanitary Service, Inc., to extend the term from December 31, 2025 through March 31, 2026 to provide continued solid waste, recycling, and organics collection in its West County service area, and MAKE related California Environmental Quality Act finding, as recommended by the Conservation and Development Director. (100% Solid Waste Franchise fees, no General Fund impact) **25-4779**

C.22. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc., to extend the term from November 30, 2025 through March 31, 2026 to provide continued solid waste, recycling, and organics collection in its Central County service area, and MAKE related California Environmental Quality Act finding, as recommended by the Conservation and Development Director. (100% Solid Waste Franchise fees) **25-4780**

C.23. APPROVE and AUTHORIZE the Auditor-Controller or designee to reissue payment, on behalf of the Department of Conservation and Development, in the amount of $10,610 to Bay Area Legal Aid for tenant legal services, due to the fraudulent redemption of the original payment and only partial recovery. (100% Administrative portion of Measure X Housing Fund) **25-4781**

C.24. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Environmental Science Associates in an amount not to exceed $607,300 to provide technical services for the development of the Contra Costa Resilient Shoreline Plan, for the period November 18, 2025 through December 31, 2027. (100% State funds) **25-4782**

C.25. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with The Watershed Project in an amount not to exceed $344,500 to provide community engagement services for the development of the Contra Costa Resilient Shoreline Plan, for the period November 18, 2025 through December 31, 2027. (100% State funds) **25-4783**

County Administration

C.26. ADOPT Resolution No. 2025-392 approving the Side Letter between Contra Costa County and the Physicians' and Dentists' Organization of Contra Costa (PDOCC) modifying Section 32.4 - Duration of Agreement of the Memorandum of Understanding to extend the contract from October 31, 2025 through November 30, 2025. **RES 2025-392**

Attachments: 2025_1107_PDOCC_Side Letter_Sec 32_Duration_11-30-25. Signed

C.27. ADOPT Resolution No. 2025-388, which supersedes and replaces Resolution Nos. 2023/554, 2025/115, and 2025/167, regarding benefits for the County Administrator, County Elected Department Heads, Management, Exempt, and Unrepresented employees, to reflect specified changes. **RES 2025-388**

Attachments: Resolution No. 2025.388
Full Text Resolution 2025.388

County Counsel

C.28. RECEIVE public report of litigation settlement agreements that became final during the period October 1, 2025, through October 31, 2025. **25-4784**

C.29. APPROVE Conflict of Interest Code for the Office of the Public Defender. **25-4785**

Attachments: Exhibit A - Conflict of Interest Code of the Office of the Public Defender

Employment & Human Services

C.30. APPROVE Budget Amendment No. BDA-25-00166 authorizing revenue and expenditure adjustments to the Employment and Human Services Department's Administrative Bureau, Children and Family Services Bureau, Aging and Adult Services Bureau, Workforce Services Bureau, Workforce Development Board and Community Services Bureau as part of the EHSD's FY 2025/26 Budget Rebalance (Mid-Year Adjustment). **25-4878**

Attachments: BDA-25-00166 Workday.pdf

C.31. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Department, a purchase order and related agreement with Saitech Inc., in an amount not to exceed $259,220 for the purchase of Adobe Enterprise Licenses for the period January 6, 2026 through January 5, 2027. (54% Federal, 38% State, 8% County General Fund) **25-4827**

C.32. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial Memorandum of Understanding with Child Advocates of Contra Costa County to establish a formal referral system for streamline entry into the Head Start and Early Head Start programs for children and pregnant or parenting youth participating in the Court Appointed Special Advocates Program for the period September 1, 2025 through August 31, 2029. (No fiscal impact) **25-4828**

C.33. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CocoKids, Inc., to increase the payment limit by $401,993 to a new payment limit of $1,403,434, to provide additional Emergency Child Care Bridge Program for Foster Children services with no change to term July 1, 2025 through June 30, 2026. (85% State, 15% Federal) **25-4829**

C.34. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with KinderCare Learning Centers LLC, to increase the total payment limit by $110,400 to a new payment limit not to exceed $4,905,971 to provide additional funding as a result of a rate increase for the Cost of Care Plus Program with no change to the term of September 1, 2024 through June 30, 2026. (54% State, 46% Federal) **25-4830**

C.35. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Community Youth Center in an amount not to exceed $1,344,598 to provide youth Academic Support, Mentoring and Sports and Fitness services, as well as Youth Center Site Operator Services under the Measure X Youth Centers Initiative for the term September 1, 2025 through August 31, 2027. (100% County) **25-4831**

C.36. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract renewal with the Early Childhood Education STEP, in an amount not to exceed $70,000, to provide Head Start and Early Head Start Programs with on-call substitute teacher referral services for the term of December 1, 2025, through August 31, 2026. (62% State, 38% Federal) **25-4832**

C.37. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment, effective November 1, 2025, with Social Service Staffing & Recruiting, Inc., to increase the payment limit by $1,200,000 to a new payment limit of $2,200,000, to provide additional qualified temporary social workers for clients of the Children and Family Services and Aging and Adult Services Bureaus with no change to the term July 1, 2025 through June 30, 2027. (54% Federal, 38% State, 8% County). **25-4833**

C.38. APPROVE and AUTHORIZE the Board of Supervisors Chair, and the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, and Employment and Human Services Department, and the Health Services Department, and Probation Department Directors, or designees, to sign the Memorandum of Understanding with all mandated partners of the America's Job Center of California for the period July 1, 2025 through June 30, 2028. (Non-Financial) **25-4834**

Fire Protection District

C.39. Acting in its capacity as the Board of Directors for the Contra Costa County Fire Protection District, APPROVE Budget Amendment No. BDA-25-00160 to appropriate Fire District General Operating Fund reserves in the amount of $5,500,000 under medical & lab supplies and equipment, for the purchase of Self-Contained Breathing Apparatus equipment. (100% CCCFPD Fund Reserve) **25-4786**

Attachments: BDA-25-00160

Health Services

C.40. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Elevate Healthcare, Inc., in an amount not to exceed $3,911, and ACCEPT the related agreements for the purchase of a Gen II Central Line Ultrasound Training Model for Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **25-4839**

Attachments: Healthcare Education Products General Terms and Conditions
End User License Agreement

C.41. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Change Healthcare Technologies, LLC, to increase the payment limit by $3,822,593 to an amount not to exceed $5,898,588, and extend the term through January 21, 2029 for additional products, software licensing, support and services for Contra Costa Health. (100% Hospital Enterprise Fund I) **25-4840**

C.42. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, three (3) purchase orders with Hologic Sales and Service, LLC, in a total amount not to exceed $1,674,332 for the purchase of three (3) 3-D mammography systems for various Health Centers within Contra Costa, and two (2) Group Purchasing Organization Designation Forms with Vizient Supply, LLC for installation services, software, and support of the 3-D mammography systems, for the period November 18, 2025 through August 31, 2027. (100% Hospital Enterprise Fund I) **25-4841**

Attachments: Hologic Quote-404960
Hologic Quote-404961
Hologic Quote-404962

C.43. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 350 7-Eleven gift cards plus applicable fees in an amount not to exceed $3,510 for participants in the Point-in-Time Count survey. (50% Housing and Homeless Incentive Program funds; 50% Homeless Housing Assistance and Prevention funds) **25-4842**

C.44. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed $41,162 to Steris Corporation, for providing additional repair and maintenance services to infection prevention equipment at Contra Costa Regional Medical Center and Health Centers during the period March 1, 2024 through May 31, 2024, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I) **25-4843**

C.45. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with International Rescue Committee, Inc., in an amount not to exceed $281,346 to provide Measure X-funded mental health services to support vulnerable populations up to twenty-six years of age in Contra Costa County for the period July 1, 2025 through June 30, 2026. (100% Mental Health Measure X Funds) **25-4844**

C.46. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Taraneh Mostaghasi, MD Inc., in an amount not to exceed $3,900,000 to provide pediatric primary care physician services for Contra Costa Health Plan members and County recipients for the period September 1, 2025 through August 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4845**

C.47. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Center for Social Dynamics, LLC, to increase the payment limit by $200,000 to an amount not to exceed $6,200,000 to provide additional applied behavioral analysis and consulting services for Contra Costa Health Plan members and County recipients with no change in the term ending March 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4846**

C.48. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sonoma Specialty Hospital, LLC, in an amount not to exceed $3,000,000 to provide long term acute care services for Contra Costa Health Plan members and County recipients for the period August 1, 2025 through July 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4847**

C.49. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with San Jose State University, to provide supervised field instruction in the County's Public Health Services Division to non-clinical public health students for the period November 1, 2025 through October 31, 2027. (Non-financial agreement) **25-4848**

C.50. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Mental Health Connections, to increase the payment limit by $1,350,000 to an amount not to exceed $1,698,000 for additional housing, assisted outpatient treatment, and child and family flexible fund administration services with no change in the term ending June 30, 2026. (88% Behavioral Health Bridge Housing, 12% Behavioral Health Services Act) **25-4849**

C.51. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Antioch Unified School District, to pay County an amount not to exceed $330,000 to provide mental health services to students referred to the Antioch Unified School District's Helping Open Pathways to Education program for the period July 1, 2025 through June 30, 2026. (No County match) **25-4850**

C.52. APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the California Department of Public Health, to increase the amount payable to the County by $16,724 to a new amount not to exceed $3,889,680 for the Future of Public Health funding with no change in the term ending June 30, 2025. (No County match) **25-4851**

C.53. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with We Care Services for Children, in an amount not to exceed $406,817 to provide Measure X-funded mental health services to support preschool aged children up to five (5) years of age and their families in Contra Costa County for the period July 1, 2025 through June 30, 2026. (100% Mental Health Measure X Funds) **25-4852**

C.54. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Desarrollo Familiar, Inc. (dba Familias Unidas), in an amount not to exceed $250,000 to provide Measure X-funded mental health services for Contra Costa County residents up to 26 years of age for the period July 1, 2025 through June 30, 2026. (100% Mental Health Measure X funds) **25-4853**

C.55. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Early Childhood Mental Health Program, in an amount not to exceed $293,183 to provide Measure X-funded mental health services to support children up to seven (7) years of age and their families in Contra Costa County for the period July 1, 2025 through June 30, 2026. (100% Mental Health Measure X funds) **25-4854**

C.56. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with ADEii Health Inc, in an amount not to exceed $400,000 to provide behavioral health therapy services for Contra Costa Health Plan members and County recipients for the period January 1, 2026 through December 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4855**

C.57. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lime Ridge Healthcare LLC (dba Concord Post Acute), in an amount not to exceed $24,000,000 to provide skilled nursing facility and sub-acute facility services for Contra Costa Health Plan members and County recipients for the period November 1, 2025 through October 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4856**

C.58. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Community Services, Inc., in an amount not to exceed $936,606 to provide rapid re-housing, homeless prevention and shallow subsidy services to individuals and families experiencing homelessness in Contra Costa County for the period July 1, 2025 through June 30, 2026. (25% Housing and Homeless Incentive and Prevention funds; 75% Measure X Housing funds) **25-4857**

C.59. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California State University, Dominguez Hills, to provide supervised field instruction in the County's Public Health Division to nursing students for the period January 1, 2026 through December 31, 2029. (Non-financial agreement) **25-4858**

C.60. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Magnetic Imaging Center, in an amount not to exceed $3,000,000 to provide diagnostic imaging services for Contra Costa Health Plan Members and County recipients for the period September 1, 2025 through August 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4859**

C.61. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Anna Cragin, LMFT, to increase the payment limit by $50,000 to an amount not to exceed $300,000 to provide additional Medi-Cal specialty mental health services to members in East County with no change in the term ending June 30, 2026. (30% Federal Medi-Cal; 30% State Mental Health Realignment; 40% Contra Costa Health Plan Enterprise Fund II) **25-4860**

C.62. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Diablo Pulmonary Medical Group, Inc., in an amount not to exceed $948,000 to provide pulmonary disease services at Contra Costa Regional Medical Center and Health Centers for the period October 1, 2025 through September 30, 2028. (100% Hospital Enterprise Fund I) **25-4861**

C.63. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay an amount not to exceed $300,300 to iRhythm Technologies, Inc., for providing remote cardiac monitoring services for patients at Contra Costa Regional Medical Center and Health Centers during the period April 1, 2025 through October 31, 2025, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I) **25-4862**

C.64. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with iRhythm Technologies, Inc., in an amount not to exceed $800,000 to provide remote cardiac monitoring services for patients at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2025 through October 31, 2027. (100% Hospital Enterprise Fund I) **25-4863**

C.65. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Alert Building Maintenance, Inc., in an amount not to exceed $350,000 to provide window washing and maintenance services at Contra Costa Regional Medical and Health Centers for the period November 1, 2025 through October 31, 2028. (100% Hospital Enterprise Fund I) **25-4864**

C.66. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Diagnostic Radiological Imaging Medical Group, to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal under the Dual Eligible Special Needs Plan (D-SNP) and offer care coordination and wrap-around services with no change in the payment limit of $260,000 or term ending July 31, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4865**

C.67. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Arthritis and Rheumatology Medical Associates, Inc. (dba Northern California Arthritis Center), in an amount not to exceed $2,550,000 to provide rheumatology services for Contra Costa Health Plan members and County recipients for the period November 1, 2025 through October 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4866**

C.68. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with California Spine Center, A Professional Medical Corporation, to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal under the Dual Eligible Special Needs Plan (D-SNP) and offer care coordination and wrap-around services with no change in the payment limit of $360,000 or term ending July 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4867**

C.69. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lincare Inc., in an amount not to exceed $800,000 to provide durable medical equipment services to Contra Costa Health Plan members and County recipients for the period November 1, 2025 through October 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4868**

C.70. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Aurrera Health Group, LLC, in an amount not to exceed $250,000 to provide consultation and technical assistance regarding Department of Health Care Services (DHCS) and welfare and institution code requirements associated with behavioral health providers for the period September 1, 2025 through August 31, 2026. (75% Federal Medi-Cal; 25% Mental Health Realignment) **25-4869**

C.71. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Change Healthcare Solutions, LLC, to increase the payment limit by $190,000 to an amount not to exceed $350,000 for additional professional consulting and management support services for the Contra Costa Health Plan executive administration team with no change in the term ending June 30, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4870**

C.72. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Stockton Diagnostic Imaging, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the payment limit of $230,000 or term ending July 31, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4871**

C.73. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Regional Health Foundation, to provide additional fiscal agent services with regard to the Healthcare Literacy Council Pilot Program and to modify the payment terms with no change in the original payment limit of $650,000 or term ending June 30, 2028. (77% Fire District; 15% County General Fund; 8% Contra Costa Health Plan Enterprise Fund II) **25-4873**

C.74. RATIFY the execution of a purchase order with Henry Schein, Inc. in an amount not to exceed $90,261 and related agreements for the purchase of dental equipment for the West County Detention Facility. (100% General Fund) **25-4872**

Attachments: Supplemental Terms & Conditions

Human Resources

C.75. ADOPT Ordinance No. 2025-12 amending the County Ordinance Code to add the new classification Children and Family Services Deputy Bureau Director - Exempt. (No fiscal impact) **25-4787**

Attachments: Ord 2025-12 add CFS Deputy Bureau Director to EHSD- October 2025.pdf

C.76. ADOPT Position Adjustment Resolution No. 26530 to add one Airport Safety Officer II (represented) position in the Public Works Department. (100% Airport Enterprise Fund) **25-4788**

Attachments: Position Adjustment Resolution Form (PAR Form)

Information and Technology

C.77. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with General Datatech, L.P. (GDT) for redundancy power supply for the County's firewall, subject to the terms of GDT's Terms, in an amount not to exceed $2,500. (100% General Fund) **25-4789**

C.78. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with T-Mobile USA, Inc., subject to the terms of the NASPO ValuePoint Master Agreement and Participating Addendum, in an amount not to exceed $24,900 for purchase of mobile equipment and accessories for the period of October 21, 2025, through May 22, 2027. (100% User Departments) **25-4790**

C.79. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Tone Software Corporation, subject to the agreement between Contra Costa County and Tone Software Corporation, in an amount not to exceed $4,900 to enhance the performance, availability, and security of IT infrastructure for the period of January 1, 2026, through December 31, 2026. (100% User Departments) **25-4791**

C.80. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Asana, Inc. in an amount not to exceed $75,000 for Asana's project management tool, subject to their Subscriber Terms, for the period of December 31, 2025, through December 30, 2026. (100% User Departments) **25-4792**

Library

C.81. APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract with Comprise Technologies, Inc., in an amount not to exceed $96,033 for Smart Access Management and Smart ALEC licenses and to provide print and time management hosting services, for the period June 1, 2025 through May 31, 2027. (100% Library Fund) **25-4793**

C.82. APPROVE and AUTHORIZE the County Librarian, or designee, to accept a donation of $16,000 from the El Cerrito Library Friends to increase the Library's adult and children's collections, ebooks, and audiobooks. (100% Library Fund, no County match) **25-4794**

C.83. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with M.G. West Company in an amount not to exceed $32,783 for the purchase of a Zoom Booth for the Lafayette Library. (100% Library Fund) **25-4795**

C.84. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with M. G. West Company. in an amount not to exceed $31,441 for the purchase of a Zoom Booth for the San Ramon Library. (100% Library Fund) **25-4796**

C.85. APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library according to the holiday and training schedule for 2026. (No fiscal impact) **25-4797**

Attachments: DRAFT 2026 Library Closures.docx

C.86. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation in an amount not to exceed $4,290 for the purchase of ManageEngine Log360, a software to store and analyze system logs from all servers and network equipment, for the period of one year from the date the purchase order is issued. (100% Library Fund) **25-4798**

C.87. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation in an amount not to exceed $76,089 for the purchase of ManageEngine ServiceDesk Plus OnDemand Enterprise to provide change management for data systems, for the period of three years from the date the purchase order is issued. (100% Library Fund) **25-4799**

Office of Racial Equity and Social Justice

C.88. APPROVE and AUTHORIZE the Co-Directors of the Office of Racial Equity and Social Justice to apply for grant funding from the Robert Wood Johnson Foundation in an amount not to exceed $500,000 for evaluation activities related to the African American Wellness Hub for the period April 15, 2026 through April 14, 2029. (100% philanthropic funding, no County match) **25-4800**

Probation/Reentry and Justice

C.89. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with The Gemma Project, in an amount not to exceed $1,250,000 for client gender responsive services for the period October 1, 2025 through September 30, 2028. (100% 2011 Public Safety Realignment, AB 109) **25-4801**

C.90. APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with Counseling Options and Parent Education Support Center, Inc, in an amount not to exceed $300,000 to provide family reunification services for the period October 1, 2025 through June 30, 2028. (100% 2011 Public Safety Realignment, AB 109) **25-4802**

Public Defender

C.91. APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Multimedia Abacus Corporation, (dba Cerenade), in an amount not to exceed $21,420 to provide case management and data tracking services for Stand Together Contra Costa, for the period November 1, 2025 through November 1, 2028. (100% General Fund) **25-4803**

Public Works

C.92. ADOPT Resolution No. 2025-393 accepting as complete the contracted work performed by Four M Contracting, Inc, for the Lower Walnut Creek Channel Restoration Project, as recommended by the Chief Engineer, Martinez area. (45% San Francisco Bay Restoration Authority Grant, 30% Flood Control Zone 3B Funds, 9% Environmental Protection Agency Water Quality Improvement Grant, 9% Bay Area Integrated Regional Water Management Grant, and 7% California Water Conservation Board Grant) **RES 2025-393**

Attachments: Lower Walnut Creek - Recordable Resolution

C.93. ADOPT Resolution No. 2025-394 approving the Parcel Map for urban lot split minor subdivision MS25-00007, for a project being developed by Sadique Popal, as recommended by the Public Works Director, Alamo area. (No fiscal impact) **RES 2025-394**

Attachments: Parcel Map
Tax Letter

C.94. ADOPT Resolution No. 2025-395 approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on December 2, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2025-395**

C.95. ADOPT Resolution No. 2025-396 approving and authorizing the Public Works Director, or designee, to fully close a portion of McBryde Avenue, on December 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (No fiscal impact) **RES 2025-396**

C.96. ADOPT Resolution No. 2025-397 approving and authorizing the Public Works Director, or designee, to fully close northbound lanes of Danville Boulevard between Orchard Court and Jackson Way, and to fully close Jackson Way at the intersection with Danville Boulevard, on December 7, 2025, from 3:30 p.m. through 6:30 p.m., for the purpose of the annual Alamo Tree Lighting Festival, Alamo area. (No fiscal impact) **RES 2025-397**

C.97. ADOPT Resolution No. 2025-398 approving and authorizing the Public Works Director, or designee, to fully close a portion of Yale Avenue, between 5825 Yale Avenue and 5763 Yale Avenue, on December 12, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of installing a new utility pole, Richmond area. (No fiscal impact) **RES 2025-398**

C.98. ADOPT Resolution No. 2025-399 approving and authorizing the Public Works Director, or designee, to fully close a portion of Morgan Territory Road, 675' south of Finley Road, on December 4, 2025, from 8:00 a.m. through 5:00 p.m., for the purpose of replacing a utility pole, Clayton area. (No fiscal impact) **RES 2025-399**

C.99. ADOPT Resolution No. 2025-400 accepting as complete the contracted work performed by Granite Rock Company for the Abandoned Taxiway Pavement Rehabilitation Project, as recommended by the Public Works Director, Concord area. (100% General Fund) **RES 2025-400**

Attachments: Abandoned Taxiway Pavement Rehablitation - Recordable Resolution

C.100. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with the City of Martinez for the County's use of a portion of the City-owned parking lot located at 111-115 Tarantino Drive in Waterfront Park, for use by Health Services Department employees, for a two-year term estimated to begin December 15, 2025, with three one-year options to renew, with the County paying an annual fee equal to $12,000, and up to $45,000 to reimburse the City for applying a new slurry coat to the parking lot and restriping it, as requested by the Health Services Department. (100% Hospital Enterprise Fund I) **25-4804**

Attachments: Marina Parking License Agreement

C.101. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a participating addendum with Vactor Manufacturing, LLC., to extend the term through November 29, 2026, with no change to the payment limit, for sewer vacuums, hydro-excavation and municipal pumping equipment, related accessories and supplies, for use by Public Works Department, Countywide. (100% Local Road and Flood Control District Funds) **25-4805**

Attachments: Amend No 1 to PA. Vactor. Sourcewell FINAL

C.102. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to a blanket purchase order with Herc Rentals Inc. to increase the payment limit by $200,000 to a new payment limit of $700,000, with no change to the term to provide specialized rental of heavy equipment, Countywide. (100% Local Road and Flood Control District Funds) **25-4806**

C.103. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Diablo Boiler & Steam Inc., effective November 4, 2025, to increase the payment limit by $500,000 to a new payment limit of $1,750,000, with no change to the term, for on-call boiler services at various County sites and facilities, Countywide. (100% General Fund) **25-4807**

C.104. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with RJN, Inc., effective October 31, 2025, to extend the term through October 31, 2026, with no change to the payment limit for on-call weed abatement services at various County sites and facilities, Countywide. (No fiscal impact) **25-4808**

C.105. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Tri-City Power Inc., effective October 31, 2025, to increase the payment limit by $500,000 to a new payment limit of $1,100,000 and extend the term through October 31, 2027, for on-call uninterruptible power supply services at various County sites and facilities, Countywide. (100% General Fund) **25-4809**

C.106. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, Amendment No. 2 to a participating addendum with FLO Charging Solutions USA, Inc., and a blanket purchase order amendment, to increase the amount by $800,000 for a new payment limit of $2,100,000, with no change to the term, for vehicle charging equipment, products, and services, for use by the Public Works Department in their deployment of Electric Vehicle charging stations, Countywide. (100% Measure X Funds) **25-4810**

Attachments: Amend 2 to Part Addend - FLO Charging Solutions (Sourcewell 042221) - 100925 - Updated 11 3 25

C.107. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a participating addendum with Altec Industries, Inc., to extend the term of the participating addendum through December 27, 2026, with no change to the payment limit, for public utility equipment, related products and services, for use by the Public Works Department, Countywide. (100% Local Road and Flood Control Funds) **25-4811**

Attachments: Amend No 1 to PA - Altec Industries (Sourcewell) 102125 FINAL 11.3.2025

C.108. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with La Roza Construction, Inc. in an amount not to exceed $3,000,000, to provide on-call general construction maintenance and repair services at various County sites and facilities, for the period of November 1, 2025 through October 31, 2030, Countywide. (100% General Fund) **25-4812**

C.109. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum and a blanket purchase order with HD Supply Facilities Maintenance, Ltd., in an amount not to exceed $5,000,000 for cleaning supplies, equipment, and custodial related services and solutions for the period November 1, 2025, through May 31, 2027, Countywide. (100% User Departments) **25-4813**

Attachments: Contract - HD Supply
Participating Addendum - HD Supply Facilities (Omnia 2020002299) 100325 - FINAL 11 4 2025

C.110. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with SSP Data in the amount not to exceed $25,734 for Adobe Acrobat Pro for Enterprise, Adobe Creative Cloud, Adobe Sign Solutions for Enterprise and an Adobe End User License Agreement for the period November 30, 2025 through November 30, 2026. (100% Local Road, Flood Control, and Special Districts Funds) **25-4814**

C.111. APPROVE and AUTHORIZE the Public Works Director, or designee, to award construction contracts in the amount of $6,949,029 with BCCI Construction, LLC and $463,200 with Otis Elevator for the Elevator Modernization at CCRMC Main Hospital Project, Martinez area. (100% Enterprise I Fund) **25-4815**

C.112. APPROVE and AUTHORIZE the County Administrator or designee, to execute an Assignment and Assumption of Contract and Consent between VFA, Inc and the Gordian Group, Inc for the Software as a Service agreement entered into on November 25, 2020, Countywide. (No fiscal impact) **25-4816**

Attachments: VFA GORDIAN ASSIGNMENT

C.113. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dynamic Dzyne Associates, Inc. dba Substrate, Inc. in an amount not to exceed $400,000 for construction management services for the Morgan Territory Road Bridge Post Mile 5.0 Replacement Project, for the period October 7, 2025 through May 1, 2027, Clayton area. (100% Local Road Funds) **25-4817**

C.114. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Yerba Buena Engineering & Construction, Inc. in an amount not to exceed $6,000,000, to provide on-call general construction maintenance and repair services at various County sites and facilities, for the period of November 1, 2025 through October 31, 2030, Countywide. (100% General Fund) **25-4818**

C.115. APPROVE the Fiscal Year 2025/26 Dougherty Valley Maintenance County Service Area M-29 budget totaling $30,224,411, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% County Service Area M-29 Funds) **25-4819**

Attachments: CSA M-29 FY2025-26 Budget Exhibit 1

C.116. Acting as the governing body of the County and Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a lease between the County and Seecon Commercial, LLC for office space located at 4005 Port Chicago Highway, Suite 120, Concord, for a term beginning January 1, 2026, and ending October 31, 2027, at an initial annual rent of $465,550, for use by the Hazardous Materials Division of the Health Services Department, with the lease being automatically assigned by the County to the Fire District when the Hazard Materials Division transfers to the Fire District. (100% General Fund) **25-4820**

Attachments: Haz Mat Lease

Risk Management

C.117. DENY claims filed by Stacey Brundage; Lisa Trinidad Cabrera; Patricia Clark; Joseph Michael Fuca; Navida Haidari; John Muir Medical Center, Concord Campus; Davi Luks; MVP Construction, LLC; Anthony Neal; Michael Anthony Orozco; Brianna Earleen Pina; Jenna Vela; Mayra Contreras; and Jack Francis Bruce. DENY amended claims filed by Daniel Favela; and Ben Tappe. **25-4821**

C.118. Acting as the governing board of the Contra Costa County Fire Protection District, DENY claim filed by Farmers Insurance Exchange, a subrogee of Leeor Neta. **25-4822**

C.119. RECEIVE report concerning the final settlement of Christopher Vieira vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $185,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund) **25-4823**

Sheriff

C.120. ADOPT Resolution No. 2025-401 authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding, including amendments and extensions, pursuant to the grant guidelines, with the U.S. Department of Justice, Office of Justice Programs, 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant, with an initial amount up to $256,270, for the purchase of scientific equipment and support of DNA analysts for the Sheriff's Forensic Services DNA Unit, for the initial period of October 1, 2025 through September 30, 2027
(100% Federal; No County match)

RES 2025-401

C.121. APPROVE Budget Amendment No. BDA-25-00164 authorizing the appropriation of fund balance in the amount of $251,000 to the Sheriff's Office Patrol Division for the purchase of shields, scopes and stop-sticks. (100% Sheriff Forfeiture-Fed-DOJ Fund)

25-4824

Attachments: BDA-25-00164.pdf

C.122. APPROVE Budget Amendment No. BDA-25-00165, authorizing new revenue in the amount of $80,000 from the Sheriff Forfeiture-Fed-DOJ Fund and appropriating it to the Sheriff County Patrol division of the Sheriff's Office General Fund department for the purchase of hand-held rifle rated ballistic shields. (100% Sheriff Forfeiture-Fed-DOJ Fund)

25-4825

Attachments: BDA-25-00165.pdf

C.123. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a 2025 Governing Memorandum of Understanding between the cities of Oakland and San Jose, and the counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma, as well as the City and County of San Francisco, as part of the U.S. Department of Homeland Security Urban Area Security Initiative for the period December 1, 2025 through November 30, 2030. (No fiscal impact)

25-4826

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402.

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 before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, 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.

In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes.

Time limits for public speakers may be adjusted at the discretion of the Chair.

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.

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact 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: https://contra-costa.legistar.com/Calendar.aspx

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Pursuant to Government Code section 84308 (the Levine Act), members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (except for contracts exempt from the Levine Act under Government Code section 84308(a)), franchises, discretionary land use permits and other entitlements, if the Board member received, within the previous 12 months, more than $500 in campaign contributions from the applicant or contractor, an agent of the applicant or

contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $500 to a Board member within the previous 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.

BOARD OF SUPERVISORS STANDING COMMITTEES

For more information please visit the Board of Supervisors Standing Committees page here:
https://www.contracosta.ca.gov/8633/Board-of-Supervisors-Standing-Committees

Airport Committee: December 18, 2025 at 10:00 a.m.
Economic Development Committee: December 1, 2025 at 10:30 a.m.
Equity Committee: December 15, 2025 at 10:30 a.m.
Family and Human Services Committee: TBD in 2026
Finance Committee: December 1, 2025 at 9:30 a.m.
Head Start Advisory Committee:TBD in 2026
Internal Operations Committee: November 24, 2025 at 10:30 a.m.
Legislation Committee: November 24, 2025 Canceled; Next meeting December 10, 2025 at 9:00 a.m.
Los Medanos Healthcare Operations Committee:December 1, 2025 at 10:00 a.m.
Public Protection Committee: December 15, 2025 at 1:30 p.m.
Resilient Shoreline Committee: December 8, 2025 at 9:00 a.m.
Sustainability Committee: TBD in 2026
Transportation, Water and Infrastructure Committee: November 24, 2025 at 1:00 p.m.

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

Glossary of Acronyms, Abbreviations, and other Terms

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. For a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms.

File #: 25-4835 **Agenda Date:** 11/18/2025 **Agenda #:** D.1.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: HEARING to Consider Adopting Ordinance No. 2025-14

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District:

1. OPEN the public hearing on Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments, as the fire code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; RECEIVE testimony; and CLOSE the public hearing.

2. ADOPT Ordinance No. 2025-14, adopting the 2025 California Fire Code, with local amendments, as the fire code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District.

3. ADOPT the attached findings in support of the amendments to the 2025 California Fire Code.

4. DIRECT the Fire Districts, pursuant to Health and Safety Code section 17958.7, to send a certified copy of Ordinance No. 2025-14, the attached findings, and this Board Order to the California Department of Housing and Community Development and to the California Building Standards Commission.

5. AUTHORIZE the publication of the ordinance summary prepared by County Counsel in accordance with Government Code section 25124.

6. DIRECT the Clerk of the Board of Supervisors to post at its office, and each Fire District to post at its office, a certified copy of the full text of Ordinance No. 2025-14, as adopted, with the names of the Supervisors/Directors voting for and against the ordinance, in accordance with Government

Code section 25124.

7. FIND that adoption of the ordinance is exempt from CEQA pursuant to CEQA guidelines section 15061(b)(3).

8. DIRECT staff to file a Notice of Exemption with the County Clerk.

FISCAL IMPACT:
The fiscal impact is neutral. The adoption of this ordinance will provide the administrative authority to enforce the provisions of the California Fire Code as amended.

BACKGROUND:
The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which includes the 2025 California Fire Code prepared and adopted by the State Fire Marshal. The statewide code becomes effective January 1, 2026.

Although the code applies statewide, Health and Safety Code sections 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide code and establish more restrictive standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. Ordinance No. 2025-14 adopts the 2025 California Fire Code and amends it to address local conditions. There are no material changes to the local ordinance previously adopted by the Board in the 2022 code adoption process, and the amendments previously adopted by the Board are reflected in the proposed ordinance.

The attached ordinance amends the 2025 California Fire Code by amending Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends the statewide Fire Code by incorporating into Chapter 3 (General Precautions Against Fire) the fire districts' exterior fire hazard control. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events as well as standby fire personnel to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads to include protection of designated emergency evacuation routes as adopted by the local governing body as part of their emergency evacuation plan. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The ordinance amends Chapter 50 (Hazardous Materials - General Provisions) of the statewide Fire Code to enhance fire service response and information available to occupancies in the District. The ordinance amends Chapter 56 (Explosives and Fireworks) of the statewide Fire Code to prohibit all fireworks in the District without a permit and an increase to the financial liability for permitted events. The ordinance amends Chapter 57 (Flammable and Combustible Liquids) of the

statewide Fire Code to amend where above ground storage tanks may be located. The ordinance amends Chapter 58 (Flammable Gasses and Flammable Cryogenic Fluids) of the statewide Fire Code to amend where storage may be located. The ordinance amends Appendixes B and C (Fire-Flow Requirements for Buildings, Fire Hydrant Locations and Distribution) of the statewide Fire Code to amend the reduction of fire flow needed and the location of where hydrants are required.

Notice of the public hearing was published in accordance with Government Code section 6066. A summary of the ordinance was prepared and published in accordance with Government Code section 25124(b).

Attachments: Ordinance No. 2025-14

Findings in support of Ordinance No. 2025-14

CONSEQUENCE OF NEGATIVE ACTION:
Without the adoption of the 2025 California Fire Code (CFC) with local amendments, the Fire District will not have the legal authority to enforce or the ability to conduct fire and life safety inspections in occupancies other than high-rise buildings, schools, hotels, motels, apartments, and day care facilities. In addition, without adoption of the CFC, occupancies that conduct operations such as the production, storage, and sale of hazardous materials, places of assembly, and the review of construction documents and testing of fire protection and fire alarm systems would no longer be regulated by the Fire District.

Furthermore, adoption of the 2025 CFC is necessary to continue allowing the Fire District to collect fees to recover the costs of providing fire prevention related services. Without adoption of the CFC, as amended, the Fire District general fund revenues would be required to provide the fiscal support necessary to fund the positions currently supported by operational permit and inspection fees and new construction plan review fees. This would result in a decrease in the amount of general fund revenues available for conducting emergency response activities or critical fire prevention services and personnel would need to be reduced or eliminated.

ORDINANCE NO. 2025-14

(Adoption of the 2025 California Fire Code and Local Amendments)

ORDINANCE OF COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA FIRE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, acting in its capacity as the Board of Supervisors for Contra Costa County, and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. SUMMARY. This ordinance adopts the 2025 California Fire Code (California Code of Regulations, Title 24, Part 9), subject to the changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION 2. 2025 CALIFORNIA FIRE CODE WITH LOCAL AMENDMENTS. Chapter 722-2 (Adoption) of Division 722 (Fire Code) of the County Ordinance Code is repealed and replaced with new Chapter 722-2 (Fire Code), to read:

"Chapter 722-2 FIRE CODE

722-2.002. Adoption. The 2025 California Fire Code (California Code of Regulations, Title 24, Part 9 [based on the 2024 International Fire Code published by the International Code Council]), including Chapters 1-12 and 20-80, Appendix B, Appendix C, Appendix D, Appendix F, Appendix **H,** Appendix I, Appendix J, Appendix K, and Appendix P, as amended by the changes, additions, and deletions set forth in this chapter, is adopted by this reference as though fully set forth herein as the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District. The provisions of this chapter are controlling and enforceable within the limits of each jurisdiction. (Ord. 2025-14 § 2; Ord. 2022-34 § 1; Ord. 2016-13 § 1.)

722-2.004. Local Amendments. The 2025 California Fire Code is amended by the changes, additions, and deletions set forth in this section. Chapter and section numbers used below are those of the 2025 California Fire Code.

(a) Section 101.1 of Chapter 1 (Scope and Administration) is amended to read:

"**101.1 Title.** This code is the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, and is hereinafter referred to as ''this code.'"

(b) Section 102.1 of Chapter 1 (Scope and Administration) is amended to add Item 5, to read:

"5. Where not otherwise limited by law, the provisions of this code shall apply to vehicles, ships, and boats that are permanently affixed to a specific location within the boundaries of this jurisdiction."

(c) Section 105.5 of Chapter 1 (Scope and Administration) is amended, to read:

"105.5. **Required operational permits.** The fire code official is authorized to issue operational permits for the operations set forth in Chapter 1, Sections 105.5.1 through 105.5.60."

(d) New Section 105.5.60 is to Chapter 1 (Scope and Administration) to read:

"105.5.60 **Five-year sprinkler test.** An operational permit is required to engage in the business of conducting the five-year test of an automatic fire sprinkler systems or standpipe, in accordance with NFPA 25 (Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems), 2013 California Edition.

(e) Section 105.6 is amended to read

"**105.6. Required construction permits.** The fire code official is authorized to issue construction permits for the operations set forth in Chapter 1, Sections 105.6.1 through 105.6.25."

(f) Section 105.6 is amended by adding Sections 105.6.26 through 105.6.30, to read:

"**105.6.26. Access for fire apparatus.** Plans shall be submitted and a permit is required to install, improve, modify, or remove public or private roadways, driveways, and bridges for which Fire District access is required by the Fire Code.

105.6.27. Construction, Substantial Alteration, Additions of a building for which a building permit is required. Plans shall be submitted to the fire code official for all land developments or for the construction, substantial alteration, additions or renovation of a building within the jurisdiction where a building permit is required.

Exception: Non-sprinklered Group R-3 Occupancies where work does not involve a substantial addition or substantial alteration.

105.6.28. Land Development, Subdivisions. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction that involve the subdivision of land.

105.6.29. Water supply for fire protection. Plans shall be submitted to the fire code official for the purpose of determining whether adequate water supplies, fire hydrants, and associated systems are provided for all facilities, buildings, or portions of buildings either constructed or moved into the District pursuant to Section 507.

105.6.30. Land Development. Plans shall be submitted to the fire code official for all land developments or improvements proposed within the jurisdiction."

(g) Section 112.4 is amended to read:

"112.4 Violation penalties. Every person who violates any provision of this fire code is guilty of an infraction or misdemeanor in accordance with Health and Safety Code Section 13871 and Government Code Section 53069.4. The imposition of one penalty for any violation shall not excuse the violation or permit to continue; and all such persons sha11 be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days

that prohibited conditions are maintained shall constitute a separate offense. The application of the aforesaid penalty shall not be held to prevent the enforced removal of prohibited conditions."

(h) Section 202 or Chapter 2 (Definitions) is amended to include the following additional defined terms:

"**Administrator.** Shall mean the Fire Chief."

"**Aerial Pre-Plans.** An overhead layout of a parcel that contains structure(s) that identifies specific first responder related items to assist in effectively managing incidents and events for the protection of occupants, responding personnel, property, and the environment. The preplan shall be developed in accordance with a format approved by the AHJ. Preplan symbols shall comply with AHJ or the latest edition of NFPA 170 (Standard for Fire Safety and Emergency Symbols), and NFPA 1620 (Standard for Pre-Incident Planning)."

"**All-weather driving surface.** A roadway with a minimum surface finish that is designed to carry the imposed weight loads of fire apparatus."

"Board of Directors. The Contra Costa County Board of Supervisors, acting in its capacity as either the governing body of the Crockett-Carquinez Fire Protection District, or the governing body of the Contra Costa County Fire Protection District, depending which agency has jurisdiction.

"Board of Fire Commissioners. An advisory commission appointed by the Board of Directors to act as set forth in this ordinance and by resolutions of the Board of Directors."

"Combustible Material. Rubbish, litter or material of any kind other than hazardous vegetation that is combustible and endangers the public safety by creating a fire hazard as determined by the fire code official."

"Driveway. A private roadway that provides access to no more than two (2) single-family dwellings."

"Fire Trail. A graded firebreak of sufficient width, surface, and design to provide access for personnel and equipment to suppress and to assist in preventing a surface extension of fires. Must be able to support the safe travel of a Type 3 Fire Apparatus."

"Hazardous Vegetation. Vegetation that is combustible and endangers the public safety by creating a fire hazard including but not limited to seasonal and recurrent grasses, weeds, stubble, brush, dry leaves, dry needles, dead, dying or diseased trees and any other vegetation as determined by the fire code official."

"Key Box or Knox Box. (Underwriters Laboratory) UL "Listed" box, size and style, approved by the Fire Code Official or designee that meets the requirements and uses the same security key code adopted by the Fire District"

"Nuisance Fire Alarm. The activation of any fire protection or alarm system which results in the response of the Fire District and is caused by malfunction, improper maintenance, negligence, or misuse of the system by an owner, occupant, employee, or agent, or any other activation not caused by excessive heat, smoke, fire, or similar activating event."

"Public Nuisance. A declaration by the fire code official that the presence of combustible materials on any parcel creates a fire hazard or threat to public safety (Health and Safety Code 14875 and

14876) or any violation of this code."

"Response Time. The elapsed time from receipt of call to the arrival of the first unit on scene."

"Rural Area. An area generally designated for agricultural or open space uses with parcels more than 10 acres (4.046873ha) in size."

"Rural Residential Area. An area generally designated for single-family residential use with parcels between three (1.21406 l 9ha) and 10 (4.046873ha) acres in size."

"Sprinkler Alarm and Supervisory System (SASS). A Dedicated Function Fire Alarm System located at the protected premise installed specifically to monitor sprinkler water- flow alarm, valve supervisory, and general trouble conditions where a Building Fire Alarm is not required."

"Streets. Includes alleys, parkways, driveways, sidewalks, and areas between sidewalks and curbs, highways, public right of ways, private road, paper street and, easements."

Substantial Addition. Any change to an existing building or structure that meets both of the following criteria:
(a) adds gross floor area that exceeds fifty percent of the gross floor area of the existing building or structure; and
(b) results in the building or structure and the addition having a combined new gross floor area of 5,000 square feet or more.

Substantial Alteration. Any change to an existing building or structure that meets both of the following criteria within a one-year period:
(a) The removal of fifty percent or more of the linear length of any interior or exterior wall of the building or structure; and
(b) The removal and replacement of fifty percent or more of the area of the building or structure's roof.

"Temporary Fire Department Access Road. A temporary, all-weather roadway constructed and maintained for the purpose of providing fire apparatus access to buildings, structures, or portions of a site under development until such time as the permanent fire apparatus access road is installed and approved. Temporary access roads shall be designed, constructed, and maintained to support the imposed loads of fire apparatus, provide the required width and vertical clearance, and remain clear and unobstructed at all times during construction."

(i) Chapter 3 (General Precautions Against Fire) is amended by adding new Section 324 (Exterior Fire Hazard Control), to read:

"324. Exterior Fire Hazard Control.

324.1. Subsurface Fires.

324.1.1. Peat Fire. It is the duty of each person, firm, corporation, or association not to permit a peat fire or a fire involving combustible vegetable matters under the surface of the natural ground to remain upon the property. It is hereby declared that it is the duty of any person as herein defined to take all necessary precautions to extinguish any subsurface fire involving peat or vegetable material

at the owner's own cost and expense.

324.1.2 Fire Suppression Costs. If there exists upon the lands or property of any person as herein defined a subsurface fire involving the burning or combustion of peat, vegetable matter, or vegetation, and the owner or occupant thereof has not taken reasonable precautions within a reasonable time to extinguish or minimize such fire or combustion, the Fire District may, in addition to its regular duties to extinguish or minimize such fire or combustion, go upon the lands of any person as herein defined and extinguish such fire or combustion. Any costs incurred by the Fire District in fighting the fire and for the cost of proving rescue or emergency medical services shall be a charge against the property owner. The charge shall constitute a debt of the property owner and is collectable by the jurisdiction incurring those costs in the same manner as in the case of an obligation under a contract, express or implied. (See Health and Safety Code, §13009.)"

(j) New Section 401.5.1 is added to Chapter 4 (Emergency Planning and Preparedness), to read:

"401.5.1. Nuisance Fire Alarm. A fee may be charged for false or nuisance fire alarms in accordance with a fee schedule adopted by the Board of Directors."

(k) New Section 401.10 is added to Chapter 4 (Emergency Planning and Preparedness), to read:

"401.10 Aerial Pre-Plans. For all new construction the fire official is authorized to require a fire aerial pre-plan to be prepared by an approved vendor at the cost of the developer."

(l) New Section 401.11 is added to Chapter 4 (Emergency Planning and Preparedness), to read:

"401.11 Standby Personnel. Where, in the opinion of the fire code official or Fire Chief, it is essential for public safety in a place of assembly, or any other place where people congregate, because of the number of persons, or the nature of the performance, exhibition, display, contest, or activity, the owner, agent, or lessee shall provide standby personnel as required and approved by the fire code official or Fire Chief. If the activity requires fire watch, fire watch shall be provided in accordance with Sections 403.11.1.1 and 403.11.1.2. Standby personnel needed for EMS standby shall be provided in accordance with Contra Costa County EMS Protocols."

(m) Section 503.1.1 in Chapter 5 (Fire Service Features) is amended, to read:

"503.1.1. Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The fire code official is authorized to increase the dimension to 250 feet where the building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.
2. Where approved by the fire code official, fire apparatus access roads shall be permitted to be exempted or modified for solar photovoltaic power generation facilities."

(n) Section 503.1.4 is added to Chapter 5 (Fire Service Features), to read:

"503.1.4. Access to open spaces. When access to open land/space or fire trail systems maintained for public or private use is obstructed by new development of any kind, the developer shall provide alternate acceptable access into the area that is sufficient to allow access for fire personnel and apparatus. The alternate means of access requires the approval of the fire code official."

(o) Section 503.1.5 is added to Chapter 5 (Fire Service Features), to read:

"503.1.5. Existing fire trail systems shall be maintained. When conditions make maintenance of existing trails impractical, alternate means of access shall be provided and requires approval by fire code official."

(p) Section 503.2.1 in Chapter 5 (Fire Service Features) is amended to include the following exception:

"Exception: A driveway with a minimum width of 16 feet is acceptable for access to one or two single-family dwellings."

(q) Section 505.3 is added to Chapter 5 (Fire Service Features), to read:

"505.3 Street names and addressing. Street names and addressing shall be submitted for review and approval to the fire code official, whose approval will not be unreasonably withheld. The purpose of the review is to verify that new street names and addressing will not duplicate existing street names and addressing."

(r) Section 506.2.1 is added to Chapter 5 (Fire Service Features) read:

"506.2.1 Knox Box upgrade. All current businesses and occupancies with current Knox Boxes shall upgrade their lockbox to the eCore Technology by December 31, 2028."

(s) Section 901.6.3 in Chapter 9 (Fire Protection Systems) is amended, to read:

"901.6.3 Records. Records of all system inspections, tests, and maintenance required by the reference standards shall be submitted to a third party electronic record keeping service as chosen by the fire district."

(t) Section 902.1 in Chapter 9 (Fire Protection Systems) is amended to include the following definitions:

"**Substantial Addition.** The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater."

"Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period."

(u) Section 903.2.1.1 in in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.1.1. Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A- 1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex."

(v) Section 903.2.1.3 in Chapter 9 (Fire Protection Systems) is amended, to read:

"

"903.2.1.3. Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet.
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 10,000 square feet, contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by firewalls of less than 4-hour fire resistance rating without openings."

(w) Section 903.2.1.4 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.1.4. Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A- 4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds 5,000 square feet
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies."

(x) Section 903.2.2 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.2. Group B. An automatic sprinkler system shall be provided for Group B occupancies and intervening floors of the building where the fire area exceeds 5,000 square feet."

(y) Section 903.2.9.1 in Chapter 9 (Fire Protection Systems) is amended to include the following exception:

"**Exception:** Floors classified as an open parking garage are not required to be sprinklered."

(z) Section 903.2.3 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.3. Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than 2,000 square feet in area.
   Exception: An automatic sprinkler system is not required in any Group E Day Care Facility less than 5,000 square feet
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.

3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops, and. other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 4,000 square feet in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state-funded construction projects, see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20."

(aa) Section 903.2.4 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.4. Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds 5,000 square feet.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeding 2,500 square feet (232 m2)."

(ab) Section 903.2.4.4 is added to Chapter 9 (Fire Protection Systems), to read:

"903.2.4.4 Group F-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-2 occupancy greater than 5,000 square feet."

(ac) Section 903.2.7 in Chapter 9 (Fire Protection Systems) is amended, to read

"903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 5,000 square feet.
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group M occupancy (is) used for the display and sale of upholstered furniture or mattresses exceeds 5,000 square feet.
5. The structure exceeds 5,000 square feet, contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings."

(ad) Section 903.2.8.1.1 is added to Chapter 9 (Fire Protection Systems), to read:

"903.2.8.1.1 Group R-3 Substantial Addition or Alteration. An automatic sprinkler system shall be provided throughout all existing Group R-3 dwellings where either a substantial addition

or alteration occurs."

(ae) Section 903.2.9 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.9. Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 5,000 square feet.
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 10,000 square feet.
4. A Group S-1 occupancy used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet."

(af) Section 903.2.9.1 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 5,000 square feet.
2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 5,000 square feet.
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet."

(ag) Section 903.2.10.1 in Chapter 9 (Fire Protection Systems) is amended, to read:

903.2.10.1. Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages where any of the following conditions exists:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, exceeds 5,000 square feet.
2. Where the enclosed parking garage, in accordance with Section 406.6 of the California Building Code, is located beneath other groups.
Exception: Enclosed parking garages located beneath Group R-3 occupancies.
3. Where the fire area of the open parking garage, in accordance with Section 406.5 of the California Building Code, exceeds 48,000 square feet.

(ah) Section 903.2.10.3 is added to Chapter 9 (Fire Protection Systems), to read:

"903.2.10.3 Group S-2 low hazard storage. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy exceeding 5,000 square feet.

Exception: Open parking garages, including canopies and photovoltaic panel systems with open parking underneath, shall meet automatic sprinkler system requirements in accordance with the 2025 California Building Code and 2025 California Fire Code without local amendment."

(ai) Section 903.3.1.1.4 is added to Chapter 9 (Fire Protection Systems), to read:

"903.3.1.1.4 Undeclared Use. In buildings of undeclared use with floor to structure height greater than 14 feet, the fire sprinkler system shall be designed to conform to Extra Hazard Group I design density. In buildings of undeclared use with floor to structure height less than .14 feet, the fire sprinkler system shall be designed to conform to Ordinary Group II design density. Where a subsequent occupancy requires a system with greater capability, it shall be the responsibility of the owner 'and/or the occupant to upgrade the system."

(aj) Section 903.3.5.3 is added to Chapter 9 (Fire Protection Systems), to read:

"903.3.5.3 Non-permissible water supply for automatic sprinkler systems. Water supply for automatic sprinkler systems shall not be supplied by swimming pools or ponds."

(ak) Section 903.3.9 in Chapter 9 (Fire Protection Systems) is amended, to read:

"903.3.9. Floor control valves. Individual floor control valves and water flow detection assemblies shall be provided for each floor in multi-floor buildings at an approved location. Exception: Group R-3 and R-3.1 Occupancies."

(al) Section 903.6.1 and 903.6.2 are added to Chapter 9 (Fire Protection Systems), to read:

"903.6.1 Substantial Addition. An automatic sprinkler system shall be provided throughout all existing R-3 Occupancy buildings where a substantial addition occurs and the total new gross floor area of the structure exceeds 5,000 square feet. Group R-3 substantial additions or alterations shall comply with Section 903.2.8.1.1.

903.6.2 Change of occupancy classification. Any existing building that undergoes a change of occupancy classification into a higher hazard category shall comply with the requirements of Section 903.2. Relative hazard categories of occupancy groups shall be established based upon the Heights and Areas Hazard Categories of Table 1011.5 of the current edition of the International Existing Building Code, as published by the International Code Council. The requirements of Section 903.2 shall not be required when a change of occupancy classification is made to an equal or lesser hazard category. Group L occupancies shall be considered a relative hazard of 1 (highest hazard)."

(am) Section 3303.1.2 is added to Chapter 33 (Fire Safety During Construction and Demolition), to read:

"3303.1.2 Amendments. Amendments may be required to an approved site safety plan if deemed necessary by both the building official and fire official, based on previous fires or hazards that occurred on site or occurring within the jurisdiction."

(an) Section 3303.1.3 is added to Chapter 33 (Fire Safety During Construction and Demolition), to read:

"3303.1.3 Site Security requirements. Site security requirements shall include the following if deemed necessary by both the building official and fire official:
1. Controlled access points
2. Site fencing, up to 12 feet in height with tamper sensors and security wires on top
3. Security guards, full-time 24/7 presence on-site, to perform fire watch and patrols

4. Detection check points located throughout the buildings for fire watch and patrol verification
5. Security camera coverage throughout the site with motion detection notification.
6. Identify measures taken to prevent tampering with security cameras and motion sensors
7. Necessary lighting throughout the project site."

(ao) Section 4104.2 in Chapter 41 (Temporary Heating and Cooking Operations) is amended, to read:

"4104.2 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.
Exceptions:
1. Residential occupancies
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 1/2 pounds."

(ap) Section 5001.5.1 in Chapter 50 (Hazardous Materials – General Provisions) is amended to add item numbers 10 and 11, to read:

"10. A Site Fire/Explosion/Hazardous Material Release Analysis Assessment.

11. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility. Refer to NFPA 550 & 551 for references."

(aq) Section 5001.5.3 is added to Chapter 50 (Hazardous Materials – General Provisions), to read:

"5001.5.3 Emergency response support information. Floor plans, material safety data sheets, Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statements (HMIS), and other information must be stored at a readily accessible location; as determined by the fire code official. This location may be in cabinets located outside of facilities or buildings. Information may be required to be maintained in a specific electronic media format to facilitate computer aided dispatching."

(ar) Section 5003.9.1.2 is added to Chapter 50 (Hazardous Materials – General Provisions), to read:

"5003.9.1.2 Documentation. Evidence of compliance with provisions of this chapter as well as with state and federal hazardous material regulations shall be maintained on site and available for inspection by fire department personnel."

(as) Section 5601.1.3 in Chapter 56 (Explosives and Fireworks) is amended, to read:

"5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling and use of fireworks are prohibited. Exceptions:
1. Storage and handling of fireworks as allowed in Section 5604
2. Manufacture, assembly and testing of firework as allowed in Section 5605 and Health and Safety Code Division 11.
3. The use of fireworks for fireworks displays *p*yrotechnics before a proximate audience and

pyrotechnic special effects in motion pictures, television, theatrical or group entertainment productions as allowed in Title 19, Division 1, Chapter 6 Fireworks, reprinted in Section 5608 and Health and Safety Code Division 11."

(at) Sections 5601.1.3.1 through 5601.1.3.3 are added to Chapter 56 (Explosives and Fireworks), to read:

"5601.1.3.1 Definitions. "Responsible party" means any of the following:

(a) A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.

(b) A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

Exception: If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

5601.1.3.2 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

5601.1.3.3 Infraction arrest and citation. Any Fire Official and any City, County, or State Peace Officer, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of the Code and other codes an indicated, punishable as an infraction or an administrative citation."

(au) Section 5601.2.2 in Chapter 56 (Explosives and Fireworks) is amended, to read:

"5601.2.2 Sale and retail display. Persons shall not construct a retail display nor offer for sale explosives, explosive materials or fireworks on highways, sidewalks, public property or in Group A or E occupancies within the jurisdiction."

(av) Section 5601.2.4 in Chapter 56 (Explosives and Fireworks) is amended, to read:

"5601.2.4 Financial responsibility. Before a permit is issued pursuant to Section 5601.2, the applicant shall file with the jurisdiction a corporate surety bond in the principal sum of $2,000,000 or a public liability insurance policy for the same amount, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The fire code official is authorized to specify a greater or lesser amount when, in his or her opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

Exception: Fireworks in accordance with California Code of Regulations, Title 19, Division 1, Chapter 6. See Section 5608."

(aw) Section 5703.3 in Chapter 57 (Flammable and Combustible Liquids) is amended, to read:

"5703.3 Facility site Fire/Explosion/Hazardous Material Release Analysis Assessment. A Fire Protection Engineer (FPE) stamped risk assessment is required for each possible hazard risk associated with fire, explosion, smoke, and toxicity associated with the possible incident at a facility that is identified as a bulk transfer/process/storage facility when required by the fire official. Refer to NFPA 550 & 551 for references."

(ax) Section 5704.2.9.6.1 in Chapter 57 (Flammable and Combustible Liquids) is amended, to read:

"Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision."

(ay) Section 5706.2.4.4 in Chapter 57 (Flammable and Combustible Liquids) is amended, to read:

"Section 5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all zoning districts except districts zoned for commercial, industrial, or agricultural uses.

Exception: Above-ground tanks for the purpose of emergency power generator installations in areas zoned commercial, industrial, agricultural, business district, rural or rural residential, and for facilities on an individual basis consistent with the intent of this provision."

(az) Section 5806.2 in Chapter 58 (Flammable Gasses and Flammable Cryogenic Fluids) is amended, to read:

"5806.2 Limitation. The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in any area which is zoned for other than industrial use.

Exception: Liquid hydrogen fuel systems in compliance with Section 5806.3 or 5806.4."

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(ba) Table B105.2 in Appendix B (Fire-Flow Requirements for Buildings) is amended, to read:

"TABLE B105.2
Required Fire-Flow for Buildings Other Than One- and Two-Family Dwellings, Group R-3 and R-4 Buildings and Townhouses

AUTOMATIC SPRINKLER SYSTEM (DESIGN STANDARD)	MINIMUM FIRE-FLOW (GALLONS PER MINUTE)	FLOW DURATION (HOURS)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in TableB105.1(2)
Section 903.3.1.1 of the California Fire Code	50% of the value in Table B105.1(2)a	Duration in Table Bl05.1(2) at the reduced flow rate
Section 903.3.1.2 of the California Fire Code	50% of the value in Table B105.1(2)a	Duration in Table B105.1(2) at the reduced flow rate

For SJ: 1 gallon per minute= 3.785 Lim

a. The reduced fire-flow shall be not less than 1,500 gallons per minute."

(bb) Table C102.1 in Appendix C (Fire Hydrant Locations and Distributions) is amended, as follows:

(i) The title is amended to read: "TABLE Cl02.l REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS (footnote hand J)"

(ii) The heading of the fourth column of Table C102.1 is amended to read: "MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT (d, f, g, i)"

(iii) Footnotes "i" and "j" are added to Table C102.1, to read:

"i. A fire hydrant shall be provided within 250 feet of a fire trail access point off a public or private street.

j. For infill projects within existing single-family residential developments, Section 507.5.1 applies."

(bc) Section D102.1 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).

Exception: Driveways serving one or two single-family dwellings may be constructed of an alternate surface material, providing the imposed weight load design minimums are met and the grade does not exceed 10 percent."

(bd) Section D103.2 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"D103.2 Grade. Fire department access roadways having a grade of between 16 percent and 20 percent shall be designed to have a finished surface of grooved concrete sufficient to hold a 44,000 pound (19 958 kg) traction load. The grooves in the concrete surface shall be½ inch (13 mm) wide by½ inch (13 mm) deep and 1 ½ inch (38 mm) on center and set at a 30 to 45-degree angle across the width of the roadway surface. No grade shall exceed 20 percent, nor shall the cross slope exceed **8%,** unless authorized in writing by the fire code official."

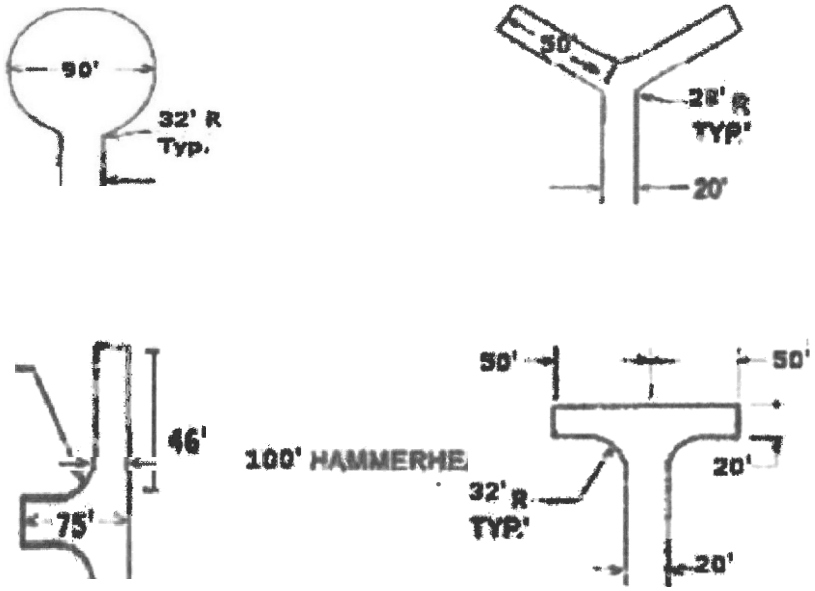
(be) New Section D103.2.1 is added to Appendix D (Fire Apparatus Access Roads), to read:

"D103.2.1 Angles of approach and departure. The angles of approach and departure for any means of access shall not exceed 10 percent at 10 feet of the grade break."

(bf) Section D103.3 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"D103.3 Turning radius. Based on a minimum unobstructed width of 20 feet, a fire apparatus access roadway shall be capable of providing a minimum standard turning radius of25 feet (7620 mm) inside and 45 feet (13 716 mm) outside."

(bg) Figure D103.1 in Appendix D (Fire Apparatus Access Roads) is deleted and replaced with following new Figure D103.1:



(bh) Table D103.4 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"Table D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	MINIMUM WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20a	None required
151 - 750	20a	100-foot Hammerhead, SO-foot "Y", 75-foot Shunt or 90-foot- diameter cul-de-sac in accordance with figure D103.1
Over 750	Special Approval Required	Special approval required

a. A driveway with a minimum width of 16 feet is acceptable for access to no more than two single-family dwellings.

b. Any fire apparatus access roadway or driveway that is approved to be less than 20 feet wide and to exceed 750 feet in length shall have outsets or turnouts every 300 feet along the length of the road or driveway, or at locations approved by the fire code official. Each outset or turnout shall be of the following dimensions: an 8-foot-wide turnout that extends at least 40 feet in length."

(bi) Criterion 1 in Section D103.5 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"1. The minimum clear width shall be 20 feet (6096mm).
Exception: For access to one or two single-family dwellings, 16 feet clear width is acceptable."

(bj) Criterion 9 is added to Section D103.5 of Appendix D (Fire Apparatus Access Roads), to read:

"9. All gates shall be installed and located a minimum of 30 feet off the street."

(bk) Criterion 10 is added to Section D103.5 of Appendix D (Fire Apparatus Access Roads), to read:

"10. At the discretion of the Fire District, a Click2Enter system shall be installed for emergency access."

(bl) Section D 103.6 in Appendix D (Fire Apparatus Access Roads), is amended to read:

"D103.6 Signs. Where required by the fire code official, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs.
1. Roadways 20 feet wide. Fire lane signs shall be posted on both sides of the road.
2. Roadways 21 to 28 feet wide. Fire lane signs shall be posted on one side of the road, as determined by the fire code official.
3. Emergency evacuation routes. As adopted by the local governing body as part of the local emergency evacuation plan, Fire lane signs shall be posted as designated by the fire code official, regardless of roadway width.
4. Enforcement. Fire lane restrictions established under this section shall be enforceable by both the fire code official and local law enforcement. Local law enforcement agencies are authorized to issue citations, order the removal of vehicles, and take other enforcement actions necessary to maintain fire apparatus access roads clear of obstructions. Vehicles parked in violation of this section may be cited and towed at the owner's expense."

(bm) Section D106.1 in Appendix D (Fire Apparatus Access Roads) is amended, to read:

"D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 dwelling units shall be provided with two separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3."

(bn) Section D106.2 in Appendix D (Fire Apparatus Access Roads) is deleted in its entirety.

(Ord. 2025-14 § 2; Ord. 2022-34 §§ 2-3; Ord. 2016-23 § 2.)

722-2.006. References to Prior Code. Unless superseded and expressly repealed, references in city forms, documents, and regulations to the chapters and sections of the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2022, shall be construed to apply to the corresponding provisions contained within the Fire Code of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District, 2025. Ordinance 2022-34 and all other ordinances or parts of ordinances in conflict herewith are hereby superseded and expressly repealed.
(Ord. 2025-14 § 2; Ord. 2022-34 § 4; Ord. 2016-23 § 2.)

722-2.008. Validity. The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this chapter, or of the 2025 California Fire Code as adopted and amended herein, is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom of any portion or provision as may be declared invalid.
(Ord. 2025-14 § 2; Ord. 2022-34 § 5; Ord. 2016-23 § 5.)

722-2.010. More Restrictive Requirements. If requirements more restrictive than those in this chapter are adopted by the city of Antioch, Bay Point, Bethel Island, Brentwood, Byron, Clayton, Concord, Discovery Bay, Hercules, Knightsen, Lafayette, Martinez, Oakley, Pittsburg, Pleasant Hill, San Pablo, or Walnut Creek, or the County of Contra Costa, the more-restrictive requirements will apply only within the jurisdiction adopting those more-restrictive requirements.
(Ord. 2025-14 § 2; Ord. 2022-34 § 6; Ord. 2016-23 § 6.)"

SECTION 3. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage. This ordinance becomes operative January 1, 2026, or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code Section 25124, with the names of supervisors voting for and against it.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

_____
Board Chair

By: _____
Deputy

[SEAL]

CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT
FINDINGS IN SUPPORT OF AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, PART 9, CALIFORNIA FIRE CODE

The California Building Standards Commission has adopted and published the 2025 California Fire Code. The purpose of the code is to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises.

Health and Safety Code section 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions.

Ordinance No. 2025-14 adopts the 2025 California Fire Code and amends it to address local conditions. Pursuant to Sections 13869.7, 17958.5, and 17958.7 of the Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the more restrictive standards contained in Ordinance No. 2025-14 are reasonably necessary because of certain local climatic, geological, and topographic conditions that are described below.

Local Conditions

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing

conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the Cities of San Pablo, Pinole, and Hercules and the communities of North Richmond, El Sobrante, and East Richmond Heights: the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, Pittsburg, Brentwood and Oakley and the unincorporated communities of Bay Point, Bethel Island, Discovery Bay, Knightsen, Byron and Marsh Creek and Morgan Territory.

Because of the size of the Contra Costa County Fire Protection District (733 square miles), the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established

maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

(i) Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys, and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

(ii) Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

(iii) Buildings, Landscaping and Terrain

Many of the "newer" large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

Necessity for More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that there are building and fire hazards unique to Contra Costa County that requires the increased fire protection requirements set forth in Ordinance No. 2025-14.

The ordinance amends Chapter 1 (Scope and Administration) of the statewide Fire Code by requiring a permit for certain activities and operations that pose fire hazards. The ordinance amends the statewide Fire Code by incorporating into Chapter 3 (General Precautions Against Fire) the fire districts' exterior fire hazard control. The ordinance amends Chapter 4 of the statewide Fire Code (Emergency Planning and Preparedness) to require standby EMS personnel for large events as well as standby fire personnel to account for the fact that the fire district is both the local fire and EMS provider. The ordinance amends Chapter 5 (Fire Service Features) and Appendix D (Fire Apparatus Access Roads) of the statewide Fire Code to establish requirements for fire apparatus access roads to include protection of designated emergency evacuation routes as adopted by the local governing body as part of their emergency evacuation plan. The ordinance amends the statewide Fire Code by reducing the square footage thresholds found in Chapter 9 (Fire Protection Systems) for installation of automatic fire sprinkler systems in most commercial buildings and in private and charter schools. The ordinance amends Chapter 50 (Hazardous Materials - General Provisions) of the statewide Fire Code to enhance fire service

response and information available to occupancies in the District. The ordinance amends Chapter 56 (Explosives and Fireworks) of the statewide Fire Code to prohibit all fireworks in the District without a permit and an increase to the financial liability for permitted events. The ordinance amends Chapter 57 (Flammable and Combustible Liquids) of the statewide Fire Code to amend where above ground storage tanks may be located. The ordinance amends Chapter 58 (Flammable Gasses and Flammable Cryogenic Fluids) of the statewide Fire Code to amend where storage may be located. The ordinance amends Appendixes B and C (Fire-Flow Requirements for Buildings, Fire Hydrant Locations and Distribution) of the statewide Fire Code to amend the reduction of fire flow needed and the location of where hydrants are required.

File #: 25-4836 **Agenda Date:** 11/18/2025 **Agenda #:** D.2.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Hearing to Consider Adopting Ordinance No. 2025-15

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting in its capacity as the Contra Costa County Board of Supervisors and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District:

1. OPEN the public hearing on Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, as updated with local amendments, as the Wildland-Urban Interface code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District; RECEIVE testimony; and CLOSE the public hearing.
2. ADOPT Ordinance No. 2025-15, adopting the 2025 California Wildland-Urban Interface Code, with local amendments, as the Wildland-Urban Interface Code within Contra Costa County, the Contra Costa County Fire Protection District, and the Crockett-Carquinez Fire Protection District.
3. ADOPT the attached findings in support of the amendments to the 2025 California Wildland-Urban Interface Code.
4. DIRECT the Fire Districts, pursuant to Health and Safety Code section 17958.7, to send a certified copy of Ordinance No. 2025-15, the attached findings, and this Board Order to the California Department of Housing and Community Development and to the California Building Standards Commission.
5. AUTHORIZE the publication of the ordinance summary prepared by County Counsel in accordance with Government Code section 25124.
6. DIRECT the Clerk of the Board of Supervisors to post at its office, and each Fire District to post at its office, a certified copy of the full text of Ordinance No. 2025-15, as adopted, with the names of the Supervisors/Directors voting for and against the ordinance, in accordance with Government Code section 25124.
7. FIND that adoption of the ordinance is exempt from CEQA pursuant to CEQA guidelines section 15061 (b)(3).
8. DIRECT staff to file a Notice of Exemption with the County Clerk.

FISCAL IMPACT:
The fiscal impact is neutral. The adoption of this ordinance will provide the administrative authority to enforce the provisions of the California Wildland-Urban Interface Code as amended.

BACKGROUND:
The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which includes the 2025 California Wildland-Urban Interface Code prepared and adopted by the State Fire Marshal. The statewide code becomes effective January 1, 2026.
Although the code applies statewide, Health and Safety Code sections 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide code and establish more restrictive standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. Ordinance No. 2025-15 adopts the 2025 California Wildland-Urban Interface Code and amends it to address local conditions.
The attached ordinance amends the 2025 California Wildland-Urban Interface Code by adoption of the 2024 International Wildland-Urban Interface Code <https://codes.iccsafe.org/lookup/IWUIC2024P1/4311> of the International Code Council (ICC) with necessary California amendments including Chapters 1 - 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance.
Notice of the public hearing was published in accordance with Government Code section 6066. A summary of the ordinance was prepared and published in accordance with Government Code section 25124(b).

Attachments: Ordinance No. 2025-15 California Wildland-Urban Interface Code
Findings in support of Ordinance No. 2025-15

CONSEQUENCE OF NEGATIVE ACTION:
Without the adoption of the 2025 California Wildland-Urban Interface Code (CWUI) with local amendments, would increase the risk of wildfire spread into neighborhoods, heighten the potential for loss of life and property, and slow community recovery following major fire events. It could also result in higher property damage and insurance costs, reduced eligibility for state and federal wildfire mitigation funding, potential legal exposure for not meeting state safety standards, and erosion of public confidence in the County's commitment to fire and life safety.

ORDINANCE NO. 2025 – 15 California Wildland-Urban Interface Code

ORDINANCES OF THE COUNTY OF CONTRA COSTA, THE CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT, AND THE CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT ADOPTING THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE WITH AMENDMENTS.

The Contra Costa County Board of Supervisors, as the Board of Supervisors for Contra Costa County and as the Board of Directors of the Crockett-Carquinez Fire Protection District and the Contra Costa County Fire Protection District, ordains as follows:

SECTION 1. ADOPTION OF THE California Wildland-Urban Interface Code.

Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereby adopt the 2025 California Wildland-Urban Interface Code. These regulations shall be known as the California Wildland-Urban Interface Code, may be cited as such, and will be referred to herein as "this code." The California Wildland-Urban Interface Code is Part 7 of thirteen parts of the official compilation and publication of the adoptions, amendment, and repeal of building regulations to the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. This part incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance. The 2025 California Wildland-Urban Interface Code, with the changes, additions, and deletions set forth this ordinance, is adopted by this reference as though fully set forth in this ordinance. As of the effective date of this ordinance, the provisions of the wildland-urban interface code are controlling and enforceable within the limits of each jurisdiction.

Section 1.1 – General

Section 1.1.2 is amended to read:

1.1.2 Purpose.

The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

SECTION 101—SCOPE AND GENERAL REQUIREMENTS

Section 101.1 is amended to read:

101.1 Title. These regulations shall be known as the *California Wildland-Urban Interface Code* of Contra Costa County, the Crockett-Carquinez Fire Protection District, and the Contra Costa County Fire Protection District hereinafter referred to as "this code."

Section [A]101.5 is amended to read:

[A] 101.5 - Additions or alterations.

Additions or alterations shall be permitted to be made to any building or structure without requiring the existing building or structure to comply with all of the requirements of this code, provided that the addition or alteration conforms to that required for a new building or structure.

Exception:

1. Provisions of this code that specifically apply to existing conditions are retroactive.
2. Substantial addition or alteration to any building or structure will require the existing building or structure to comply with all of the requirements of this code.
3. Additions or alterations shall not be made to an existing building or structure that will cause the existing building or structure to be in violation of any of the provisions of this code nor shall such additions or alterations cause the existing building or structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing building or structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.

Section 202 is amended by adding the following definitions to that section:

Section 202 - Definitions

Substantial Addition. The addition of new gross floor area exceeds fifty percent of the existing gross floor area and the total new gross floor area is 5,000 square feet or greater.

Substantial Alteration. Where fifty percent or greater of the linear length of the wall of the building (exterior and interior) and fifty percent of the roof are removed or replaced within a one-year period.

Section 508 is added to read:

Section 508 - Non-Combustible Fences in Wildland-Urban Interface Fire Areas.

508.1 **Scope.**
This section applies to:

1. New residential subdivisions containing 30 or more dwelling units within a designated Wildland-Urban Interface Fire Area.

508.2 General Requirement.
All fences regulated by this section shall be constructed of non-combustible materials, or materials approved for a minimum one-hour fire-resistance rating.

508.3 Location.

1. In new developments of 30 or more dwelling units, all perimeter lots where any portion of the fence is located within 30 feet of a structure.
2. Fence posts, gates, and decorative features shall be constructed of non-combustible materials consistent with this section.

    Exceptions:

    1. Fences located entirely outside a Wildland-Urban Interface Fire Area.
    2. Agricultural or open-space fencing (such as barbed wire, welded wire, or similar non-combustible designs) as approved by the Authority Having Jurisdiction (AHJ).
    3. Temporary fencing for construction or erosion control, provided it is removed within 180 days.

CONTRA COSTA COUNTY, CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, AND CROCKETT-CARQUINEZ FIRE PROTECTION DISTRICT
FINDINGS IN SUPPORT OF AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE, TITLE 24, PART 7, CALIFORNIA WILDLAND-URBAN INTERFACE CODE

The California Building Standards Commission has adopted and published the 2025 California Wildland-Urban Interface Code. The purpose of this code is to establish minimum requirements to reduce the likelihood of life and property loss due to a wildfire through the use of performance and prescriptive requirements for construction and development in all Fire Hazard Severity Zones in State Responsibility Areas (SRA), and Local Responsibility Areas (LRA) designated as a Very High and High Fire Hazard Severity Zone, increase the ability of buildings located in any Fire Hazard Severity Zone within State Responsibility Areas (SRA), Local Responsibility Area (LRA), or Wildland-Urban Interface (WUI) Areas to resist the intrusion of flames or burning embers projected by a vegetation fire, and contribute to a systematic reduction in conflagration losses and reduce the likelihood of life and property loss due to a wildfire.

Health and Safety Code section 13869.7, 17958.5, and 18941.5 authorize a local jurisdiction to modify or change the statewide codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions.

Ordinance No. 2025-15 adopts the 2025 California Wildland-Urban Interface Code and amends it to address local conditions. Pursuant to Sections 13869.7, 17958.5, and 17958.7 of the Health and Safety Code, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that the more restrictive standards contained in Ordinance No. 2025-15 are reasonably necessary because of certain local climatic, geological, and topographic conditions that are described below.

Local Conditions

A. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April and four percent from May through September. This is a dry period of at least five months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45-65% during spring, summer, fall, and from 60-90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Because of dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 90° range, with average maximums of 105° F.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

(a) Conditions

Prevailing winds in the area are from the south or southwest in the mornings and from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing "natural" ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor towards causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas or lacking automatic fire protection systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

B. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Risk Zone 4, which is the worst earthquake area in the United States. Buildings and other structures in Zone 4 can experience major seismic damage. Contra Costa County is in close proximity to the San Andreas Fault and contains all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area.

The fire environment of a community is primarily a combination of two factors: the area's physical geologic characteristics and a historic pattern of urban-suburban development. These two factors, alone and combined, create a mixture of environments which ultimately determines the area's fire protection needs. The Fire District has 3 distinct areas. They are: the West, which includes the Cities of San Pablo, Pinole, and Hercules and the

communities of North Richmond, El Sobrante, and East Richmond Heights: the Central, which includes the Cities of Lafayette, Martinez, Pleasant Hill, Concord, Walnut Creek, Clayton, and the communities of Clyde, Pacheco, Alhambra Valley, and Alamo; and the East, which includes the Cities of Antioch, Pittsburg, Brentwood and Oakley and the unincorporated communities of Bay Point, Bethel Island, Discovery Bay, Knightsen, Byron and Marsh Creek and Morgan Territory.

Because of the size of the Contra Costa County Fire Protection District (733 square miles), the characteristics of the fire environment changes from one location to the next. Therefore the District has not one, but a number of fire environments, each of which has its individual fire protection needs from two major oil refineries, to heavy industrial facilities, freeways, rail lines, waterways, port facilities, wildland areas, urban and suburban town settings, and major downtown areas.

Interstates 80 and 680, State Highways 4, 24, and 242, Bay Area Rapid Transit District (BART), and major thoroughfares travel throughout the District. There are 2 major rail lines which run through the District. An overpass or underpass crossing collapse would alter the response route and time for responding emergency equipment. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire District. The occurrence of multiple fires will quickly deplete existing fire district resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

(b) Impact

A major earthquake could severely restrict the response of the Fire District and its capability to control fires involving buildings of wood frame construction, with ordinary wood shake and shingle exteriors, or with large interior areas not provided with automatic smoke and fire control systems.

2. Soils

(a) Conditions

The area is replete with various soils, which are unstable, clay loam and alluvial fans being predominant. These soil conditions are moderately to severely prone to swelling and shrinking, are plastic, and tend to liquefy.

Throughout the Fire District, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. Many of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as down trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be practically impassable.

3. Topographic

(a) Conditions

(i) Vegetation

The service area of the Contra Costa County Fire Protection District has a varied topography and vegetative cover. A conglomeration of flat lands, hills, and ridges make up the terrain. Development has occurred on the flat lands in the District and in the past 15 years development has spread into the hills, valleys, and ridge lands of the District.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire District, especially in those fully developed areas and those areas marked for future development.

(ii) Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit efficient response routes for Fire District resources into and through many areas.

(iii) Buildings, Landscaping and Terrain

Many of the “newer” large buildings and building complexes have access and landscaping features or designs which preclude, or greatly limit, efficient approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width and grades which are too steep for Fire

District vehicles create an adverse impact on fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires additional fire personnel and resources to successfully and safely mitigate the event. Access problems often result in severely delaying, misdirecting, or making fire and smoke control efforts unsuccessful.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Contra Costa County Fire Protection District. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public Safety resources would have to be prioritized to mitigate the greatest threat, and may likely be unavailable for smaller single dwelling or structure fires.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingles coverings could result in conflagrations.

Necessity for More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors, in its capacity as the Board of Supervisors and the Board of Directors of the Contra Costa County Fire Protection District and the Crockett-Carquinez Fire Protection District, finds that there are building and fire hazards unique to Contra Costa County that requires the increased fire protection requirements set forth in Ordinance No. 2025-15.

This ordinance incorporates by adoption of the 2024 International Wildland-Urban Interface Code of the International Code Council (ICC) with necessary California amendments including Chapters 1 – 7 and

Appendix A, Appendix B, Appendix C, Appendix F, Appendix G, and Appendix H as amended by the changes, additions, and deletions set forth in this ordinance.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4837 **Agenda Date:** 11/18/2025 **Agenda #:** D.3.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Update on Head Start Programs and Oversight

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program as recommended by the Employment and Human Services Director, and provide guidance.

FISCAL IMPACT:
There is no fiscal impact.

BACKGROUND:
Per Board Resolution No. 2023/274, the Board receives monthly updates on and provides guidance related to the activities of the Head Start program. This is the November 2025 update.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not be in compliance with Head Start program requirements, which may jeopardize funding and successful 2024-2029 grant implementation.

CHILDREN'S IMPACT STATEMENT:
The services provided under this contract support all five of Contra Costa County's community outcomes: (1)"Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families".

Early Childhood Education Program Update







November 18, 2025
Marla Stuart, MSW, PhD, EHSD Director and Head Start Executive Director
MJ Robb, Community Services Bureau Interim Director, Head Start Director
info@ehsd.cccounty.us | (925) 608-4800

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Outline

Topic	Federal Head Start	State Child Care
Federal Environment Updates	To date	
Child Care Center Services	✓	
Policy Council Actions	Oct 2025	
Budget	Sep 2025	Sep 2025
Monitoring	✓	
Official Funder Communication	Oct 2025	Oct 2025
Recommendation	✓	
Appendices	For Information	

- Federal Environment Updates
- Child Care Center Services
- Policy Council Actions
- Budget
- Monitoring
- Official Funder Communication
- Recommendation
- Appendices



Building Brighter Futures Together

Federal Environment Updates

Sources of Information

1. Project 2025
2. Executive Orders
3. Federal Department Actions
4. Congressional Actions

Categories of Impact

1. Potential Funding Reduction
2. Potential Funding Increase
3. Changes to Program Regulations
4. Change that may Impact Customers
5. Change that may Impact Contracts with Partners

- Federal Environment Updates
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Building Brighter Futures Together

Vended Meal Services

- Contract with vendor (Ordo, Inc.) began August 1, 2025 following Board approval on July 22, 2025 (C31)

- Working with vendor to address initial challenges such as ensuring all meals and snacks are prepared daily, meeting federal requirements for meal components, and quality of meals

FY25-26 Head Start Self-Assessment

Federal Requirement

- Head Start Act (HSA) 642(d)(2)
- Head Start Program Performance Standards (HSPPS) 1302.102(b)(2)

Process

- November 10-26, 2025
- Review of: All Head Start directly operated and partner centers; Written responses from staff; File and documentation review
- Topics: Areas to be assessed during upcoming Office of Head Start Federal Monitoring visit (Focus Area 1)

Self-Assessment Program Areas to be Reviewed

	Program Area	Key Topics
1.	Program Design, Management, and Improvement	a. Use of data to inform program design, planning, and improvement b. Governing body (Board of Supervisors) and Policy Council oversight of program operations c. Recruitment, supervision, and retention of a qualified staff team
2.	Supporting Safe and Healthy Learning Environments	a. Safety in staffing, facilities, and equipment b. Developmentally appropriate teaching and home visiting practices
3.	Fiscal Infrastructure	a. Budget development, implementation, and oversight b. Meeting the administrative and reporting requirements of the Head Start grant c. Internal controls to prevent fraud, waste, and abuse of federal funds d. Adequate insurance for the Head Start program to mitigate identified risk
4.	Eligibility, Recruitment, Selection, Enrollment, and Attendance	a. Ensuring that families are eligible for Head Start services b. Selection of children and families who will benefit from Head Start services c. Maintaining full enrollment and promoting enrollment of children with disabilities

Priorities, Program Goals, and Objectives

OHS Priorities	Related County Governing Body Priorities / Program Goals	Program Objectives
I. **Child Health and Safety**: Reduce or eliminate children's risk of exposure to harm and hazards.	• Continue to implement daily, weekly, monthly, and quarterly monitoring to identify and remove environmental harm and hazards.	• Objective 1: Teaching staff, Site Supervisors and partners will participate in trainings on the monitoring system to reinforce consistent and accurate implementation.
II. **Partnerships with State Systems:** Expand Head Start programs' capacity to coordinate services with state systems and national programs.	• Use state funding to extend hours to support commuting parents working varied shifts. • Maximize receipt of state funding by matching more than the required 20%	• Objective 2: The County will increase enrollment levels by filling classrooms to maximum capacity to maximize state funding.
III. **Reaching Children and Families:** Ensuring that Head Start resources are targeted to children, families, and communities of greatest need.	• Distribute slots equitably throughout the county based on economic need. • Increase the number of slots to serve closer to 100% of eligible children and families. • Shift slots from Head Start to Early Head Start given that California public schools now offer free Transitional Kindergarten for children aged 4	• Objective 3: The County will fully implement the shift of slots from Head Start to Early Head Start in new grant by completing classroom conversions and filling all Infant/Toddler teacher vacancies.
IV. **Investing in the Workforce**: Supporting a highly skilled workforce with competitive pay, benefits, and access to supports for staff wellness.	• Attempt to achieve parity with local school district pre-school teacher salaries by increasing salaries for county employees and increasing rates for partners.	• Objective 4: The County will focus on successful implantation of the new flex-promote system as a means of increasing teacher and site supervisor satisfaction and retention.
IV. **Quality Environments**: Strengthening the key components of infrastructure that assist Head Start programs with operating most effectively.	• Expand mental health for children and families.	• Objective 5: The County will execute a contract for enhanced mental health services funded by Measure X, and partner with the vendor to fully implement the additional services.

- Federal Environment Updates
- Child Care Center Services
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- Official Funder Communication
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Building Brighter Futures Together

October 2025 Policy Council Actions

The Head Start Policy Council convened on October 15, 2025. Key actions included:

- Approved submitting application for FY24-25 Carryover Request (approved by the Board of Supervisors on October 21, 2025)
- Received report of FY24-25 School Readiness Results (shared with the Board of Supervisors on September 16, 2025)
- Received standard monthly administrative, fiscal, and child nutrition reports
- No recommended actions for the Board of Supervisors

Policy Council Bylaw Amendments

Today's consent calendar included item to amend the Policy Council Bylaws as follows:

1. Reduced number of member seats to 26 from 36, reflecting the current number of federal Head Start funded child care slots (1,201). Maintains ratio of 1 member seat for every 60 slots, plus 6 seats for community and past parent representatives

2. Reduced number of subcommittees to 4 from 6. Decreases the number of monthly meetings, which will help encourage greater parent participation.

3. Clarified language regarding meeting and agenda publishing timeframes.

4. Changed the threshold for establishing a meeting quorum. Now requires 51% of members to be present.

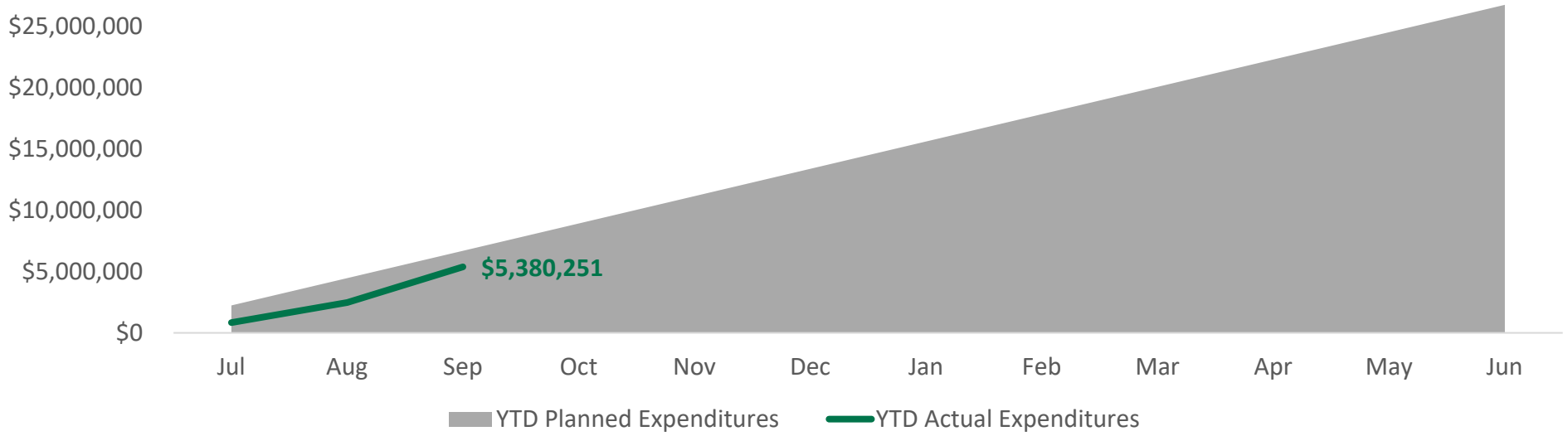
Policy Council voting on approval on November 19, 2025

- Federal Environment Updates
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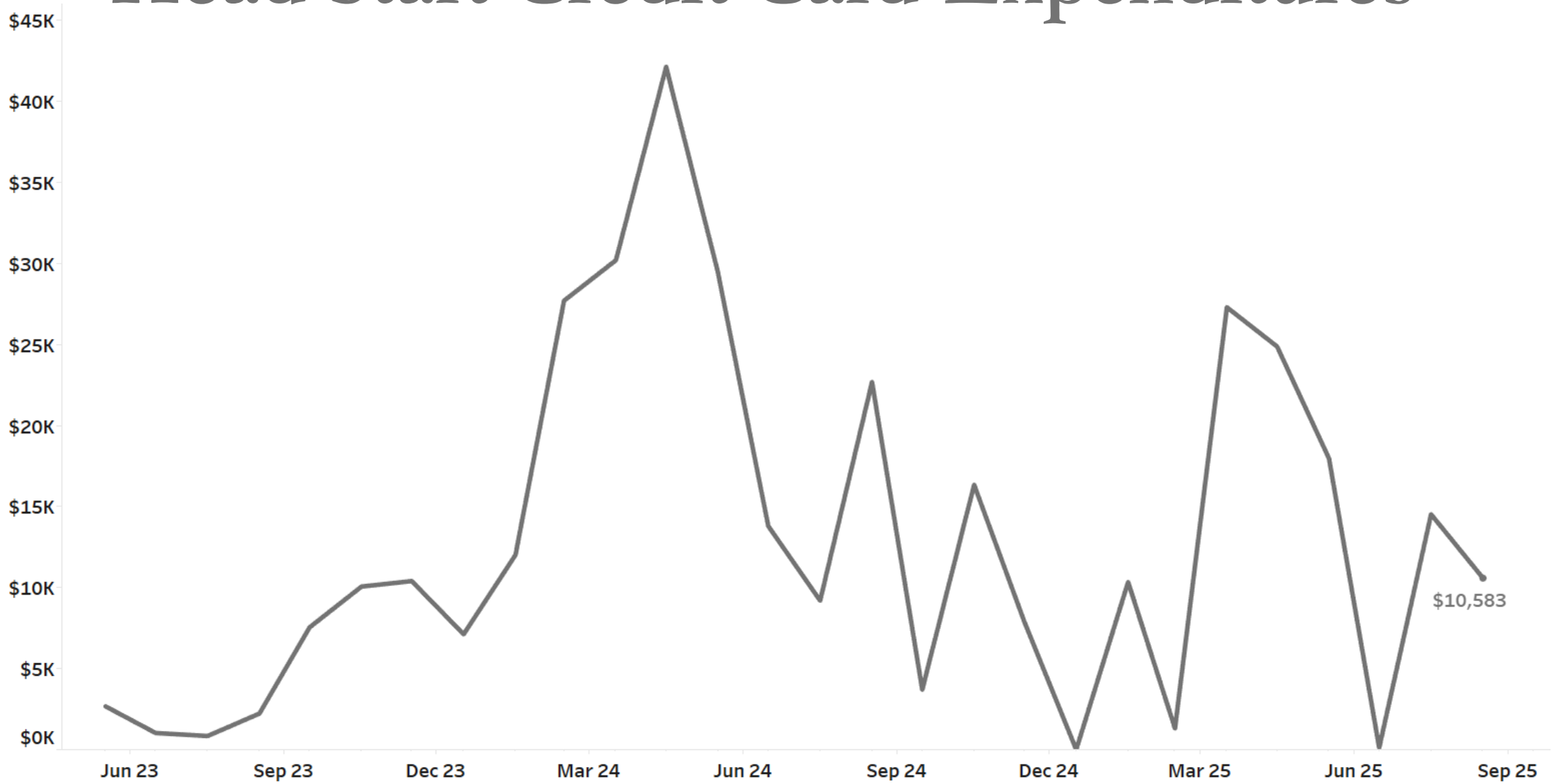
Building Brighter Futures Together

Head Start Budget Expenditures



Category	FY25-26 Award	Sep 2025 Expenditures	YTD Expenditures	Remaining Balance
Total Federal Funding	$20,577,342	$2,169,676	$4,170,861	$16,406,481
Required Non-Federal Share	$5,144,336	$542,419	$1,042,715	$4,101,581
Measure X Overmatch	$1,024,000	$156,269	$166,675	$857,325
Total Federal and Non-Federal	**$26,745,678**	**$2,868,364**	**$5,380,251**	**$21,365,427**

Head Start Credit Card Expenditures



All credit card expenditures are made by authorized staff for budgeted purchases to support reasonable program expenditures.

Building Brighter Futures Together

- Federal Environment Updates
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FY24-25 Semi-Annual Monitoring Results: Overview

Federal Requirement

- Head Start Act (HSA) 641A(g)(3)
- Head Start Program Performance Standards (HSPPS) 1301.2(b)(2), 1302.100, 1302.102(b), 1302.102(c)

Overview

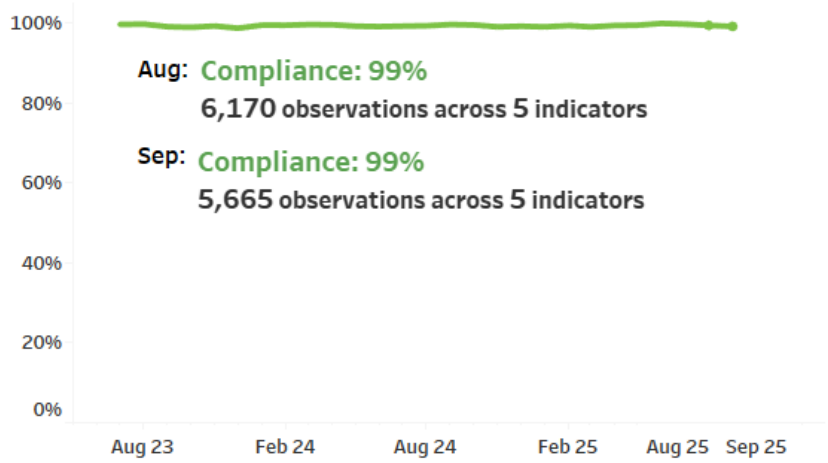
- Semi-annual review of ongoing monitoring data for centers, content areas, and the agency as a whole
- Period 1 – July through December 2024; Period 2 – January through June 2025

Highlights

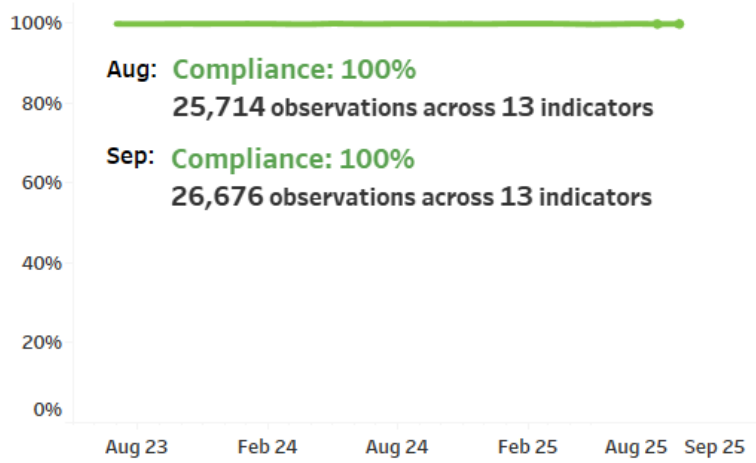
- Centers have active supervision, safe ratios, and organized transitions
- Teachers demonstrate positive interaction and uphold children's personal rights
- Classroom environments are consistently well-maintained, organized, and compliant with federal Head Start standards
- Improvements needed for maintaining center and child files, ensuring all information is up-to-date and recorded

Health and Safety Compliance

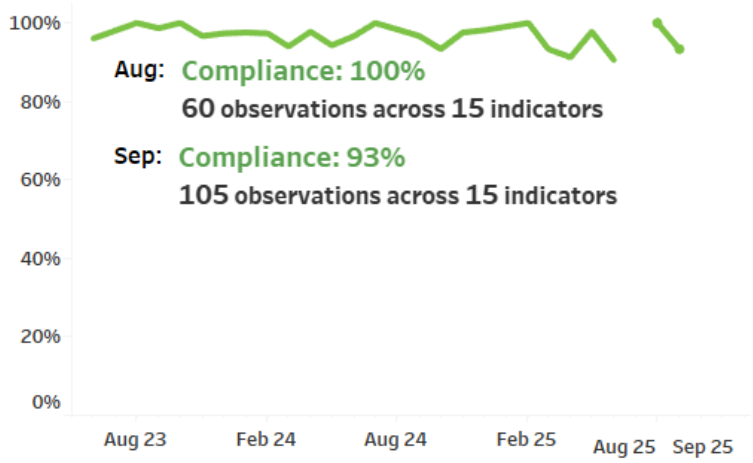
Daily Playground Safety



Daily Classroom Health & Safety



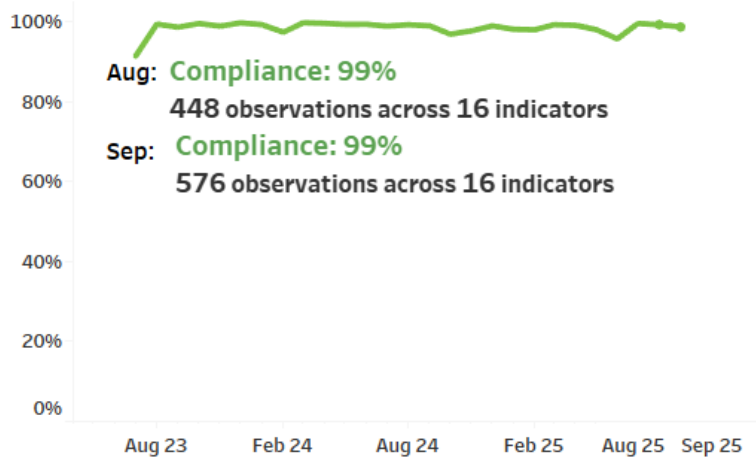
Child Transition & Safety



Weekly Facility Safety



Monthly Playground Safety



Indicators with non-compliances over 10% in August & September 2025:

There are no non-compliances over 10% in Aug 2025.

1. Classroom Transition Tracking Sheet is used correctly and reflects current children in room. (2/11 = 18% non-compliance)

2. Alarms and locks in hallways, front doors, and gates are in working order. (18/159 = 11% non-compliance)

Presented 10/21/25 (D.5)

Building Brighter Futures Together

FY24-25 Semi-Annual Monitoring Results: Center Level Monitoring

	Monitoring Tools	Description	Compliance Rate Period 1 (July – December 2024)	Compliance Rate Period 2 (January – June 2025)
1.	Daily Classroom Health & Safety Checklist	Daily inspection by teaching staff prior to arrival of children to ensure each classroom meets healthy and safety compliance regulations	99%	98%
2.	Daily Playground Safety Checklist	Daily inspection by teaching staff prior to the arrival of children to ensure each playground meets health and safety compliance regulations	99%	97%
3.	Weekly Facility Safety Checklist	Weekly inspection by Site Supervisor to ensure each child care facility meets health and safety compliance regulations	98%	98%
4.	Monthly Playground Checklist	Monthly inspection by Site Supervisors to ensure each child care facility's playground meets healthy and safety compliance regulations	99%	98%
5.	Quarterly Health & Safety Checklist	Quarterly inspection by Health Manager to ensure each child care facility meets health and safety compliance regulations	99%	99%

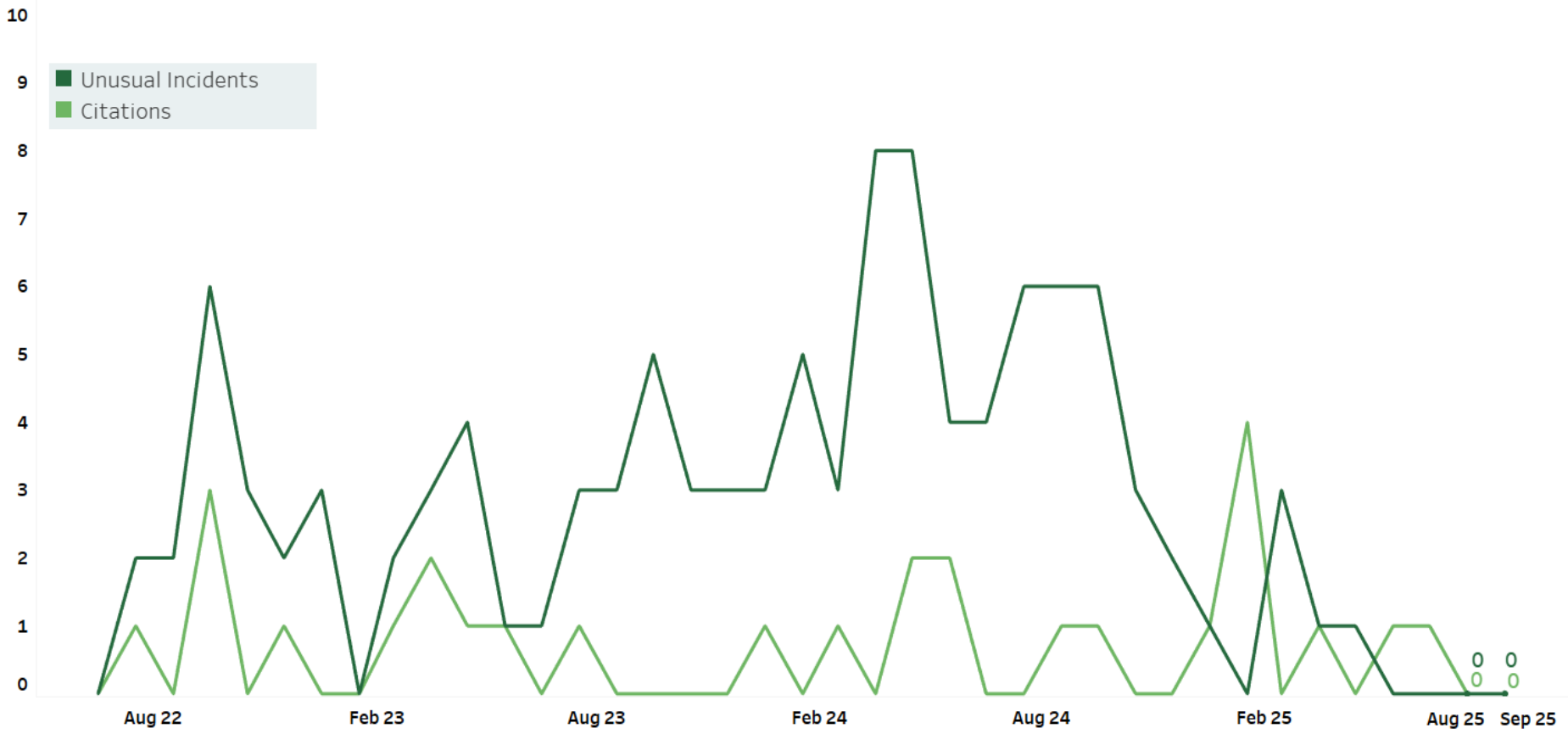
FY24-25 Semi-Annual Monitoring Results: Content Area Level Monitoring

	Monitoring Tools	Description	Compliance Rate Period 1 (July – December 2024)	Compliance Rate Period 2 (January – June 2025)
1.	Child Safety & Transition Monitoring Checklist	Semi-annual inspection by senior management staff to ensure each classroom meets health and safety compliance regulations	98%	94%
2.	Child & Adult Care Food Program (CACFP) Center Monitoring Checklist	Tri-annual inspection by Nutrition Manager to ensure each center meets CACFP nutritional compliance regulations	92%	91%
3.	Comprehensive Services Monitoring Checklist	Semi-annual inspection by the Comprehensive Services Management Team to ensure each classroom implements required comprehensive services practices	98%	98%
4.	Education & Comprehensive Services File Review (Comprehensive Services Team)	Annual inspection by Comprehensive Services Management Team to ensure each child's file in each center is compliant in meeting state and federal guidelines for health, nutrition, mental health, disabilities, family engagement, and education	87%	87%

FY24-25 Semi-Annual Monitoring Results: Agency Level Monitoring

	Monitoring Tools	Description	Compliance Rate Period 1 (July – December 2024)	Compliance Rate Period 2 (January – June 2025)
1.	Center Monitoring Checklist	Annual inspection by Quality Monitoring Unit to ensure each center meets health, safety, staff documentation, and family engagement compliance regulations	95%	94%
2.	Needs & Eligibility Monitoring File Review	Annual inspection by Quality Monitoring Unit to ensure each center's files of enrolled children (30% of files at each center) meet eligibility needs and criteria compliance regulations	99%	99%
3.	Education & Comprehensive Services File Review (Quality Monitoring Unit)	Annual inspection by Quality Monitoring Unit to ensure each classroom's files of enrolled children (30% of files for each classroom) is compliant in meeting state and federal guidelines for health, nutrition, mental health, disabilities, family engagement, and education	88%	89%
4.	Classroom Assessment Scoring System (CLASS)	Annual inspection by CLASS certified observers of 30% of classrooms at every center to assess the quality of teacher-child interactions on the domains of Emotional Support, Classroom Organization, and Instructional Support	Met Federal Competitive Threshold for all 3 domains	Met Federal Competitive Threshold for all 3 domains

Unusual Incidents & Citations



Reportable incidents as defined by the Office of Head Start (OHS)
OHS considers a "significant incident" to be any incident that results in serious injury or harm to a child, violates Head Start standards of conduct at 45 CFR §1302.90(c), or results in a child being left alone, unsupervised, or released to an unauthorized adult. A program must report all significant incidents affecting the health and safety of children with 7 days.

California Department of Social Services Community Care Licensing Citations
Type A: An immediate risk to the health, safety or personal rights of children in care.
Type B: If not corrected right away, may be a risk to the health, safety, and personal rights of the children in care.

Updated from original presentation 10/21/25 (D.5)

Building Brighter Futures Together

- Federal Environment Updates
- Child Care Center Services
- Policy Council Actions
- Budget
- Monitoring
- Official Funder Communication
- Recommendation
- Appendices



Building Brighter Futures Together

CDSS Child Care Bulletin

Child Care Bulletin 25-25 issued: October 22, 2025

Subject: Continued and Expansion Funding Application Fiscal Year 2026-27

Information: Announces transition of current Continued Funding Application (CFA) to the Continued and Expansion Funding Application (CEFA) beginning with Fiscal Year 2026-27 applications. This will consolidate currently separate applications for existing contractors, allowing them to request expansion funding along with their application for continued funding. Award of expansion funding is subject to availability. Applications for FY26-27 are due by December 19, 2025.

Action: Completion of the CEFA is in-progress, including consideration for applying for a funding increase, with plans to seek BOS approval on 12/16/25.

1. CCB-25-25 Continued and Expansion Funding Application Fiscal Year 2026-27

CDSS Child Care Bulletin

Child Care Bulletin 25-26 issued: October 22, 2025

Subject: Cost of Care Plus Rate Payments to Child Care Centers Pursuant to Senate Bill 120

Information: Notifies counties and child care and development contractors of the continuation of the per-child, monthly cost of care plus payments issued to child care centers pursuant to Senate Bill 120 and Senate Bill 151. Centers shall receive the increased cost of care plus payment authorized through SB 120 and SB 151 beginning July 1, 2025. The per-child plus rate for Contra Costa County is $230.

Action: Contract amendments to increase Cost of Care Plus to $230 for child care partner centers are in-progress.

Child Care Contractor Rates

	Service	FY 2021-2022 Rate Per Child	FY 2022-2023 Rate Per Child	FY 2023-2024 Rate Per Child	FY 2024-2025 Rate Per Child	FY 2025-2026 Rate Per Child
1.	Early Head Start (ages 0-2)	$520 (monthly)	$531.86 (monthly)	$561.64 (monthly)	$694.66 (monthly)	$694.66 (monthly)
2.	Head Start (ages 3-5)	$234 (monthly)	$239.34 (monthly)	$252.73 (monthly)	$312.59 (monthly)	$312.59 (monthly)
3.	Comprehensive Services	none	none	none	$300 (monthly)	$300 (monthly)
4.	Home Visiting	$520 (monthly)	$531.86 (monthly)	$895.94 (monthly)	$895.94 (monthly)	$895.94 (monthly)
5.	Full-Day State Childcare (CDSS, CDE)	$43.82 (CCTR daily) (Jul-Dec) $63.72 (CCTR daily) (Jan-Jun) $44.79 (CSPP daily) (Jul-Dec) $63.72 (CSPP daily) (Jan-Jun)	$63.72 (daily)	$63.72 (daily)	$69.34 (daily)	$69.34 (daily)
6.	Part-Day State Preschool (CDE)	$30.18 (daily) (Jul-Dec) $42.57 (daily) (Jan-Jun)	$42.57 (daily)	$42.57 (daily)	$42.57 (daily)	$42.57 (daily)
7.	Cost of Care Plus (licensed providers)	None	None	$211 per child (monthly)	$211 per child (monthly)	$230 (monthly)

CDE Management Bulletin

Management Bulletin 25-09 issued: October 27, 2025

Subject: The Desired Results Developmental Profile (2025) for California State Preschool Programs and Special Education Division Funded Programs

Information: Notifies and provides guidance to California State Preschool Program (CSPP) contractors of the opportunity to participate in early adoption of the Desired Results Development Profile (2025) (DRDP (2025)), a developmental continuum from infancy through grade three. Early adoption of the DRDP (2025) is optional for CSPP contractors beginning with the 2025-26 program year and is mandatory in the 2026-27 program year. Programs may continue using the DRDP (2015) in the 2025-26 program year.

Action: We will not participate in the early adoption and use this year to train and prepare for a successful transition beginning July 2026.

- Federal Environment Updates
- Child Care Center Services
- Policy Council Actions
- Budget
- Monitoring
- Official Funder Communication
- Recommendation
- Appendices



Building Brighter Futures Together

Recommendation

CONSIDER accepting the monthly update on the activities and oversight of the County's Head Start Program and provide guidance, as recommended by the Employment and Human Services Director.

- Federal Environment Updates
- Child Care Center Services
- Policy Council Actions
- Budget
- Monitoring
- Official Funder Communication
- Recommendation
- Appendices



2025 Head Start Governance Updates Calendar

	Federal Requirement*	1/21/25	2/25/25	3/25/25	4/15/25	5/20/25	6/24/25	7/22/25	8/12/25	9/16/25	10/21/25	11/18/25	12/16/25
1. Monthly Program Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov-Dec '24	Jan '25	Feb '25	None	Mar-Apr '25	May '25	Jun '25	None	Jul '25	Aug-Sep '25	None	Oct '25
2. Monthly Financial Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25
3. Funder Communications	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '26	Aug '25	Sep '25	Oct '25	Nov '25
4. Annual HS Governance and Eligibility Training	HSA 642(d)(3) HSPPS 1301.5, 1302.12(m)		Training										
5. Annual Goals and Objectives (included in Grant application)	HSPPS 1302.102(a)			Approval Item									
6. Annual Non-Competitive Grant Renewal Application	HSA 642(c)(1)(E) HSPSS 1301.2(b)(1)			Approval Item									
7. Annual Selection Criteria and Recruitment Plan	HSPSS 1302.13, 1302.14(a)				Approval Item								
8. Annual Community Needs Assessment	HSA 640(g)(1)(C) HSPPS 1302.11(b), 1302.102(d)(2)												Share Results
9. FY25-26 Planning Calendar	HSA 640(g)(1)(D) HSPPS 1302.11(b), 1302.102(d)(2)										Approval Item		
10. Annual Self-Assessment	HSA 642(d)(2) HSPPS 1302.102(b)(2)										Approval Item		
11. Annual County Single Financial Audit	HSA 642(d)(2) HSPPS 1301.2(b)(2)												Approval Item
12. Annual Program Information Report	45 CFR Part 75												Share Results
13. CSB Agency Policies & Procedures	HSA 642(c)(1)(E)	As needed											

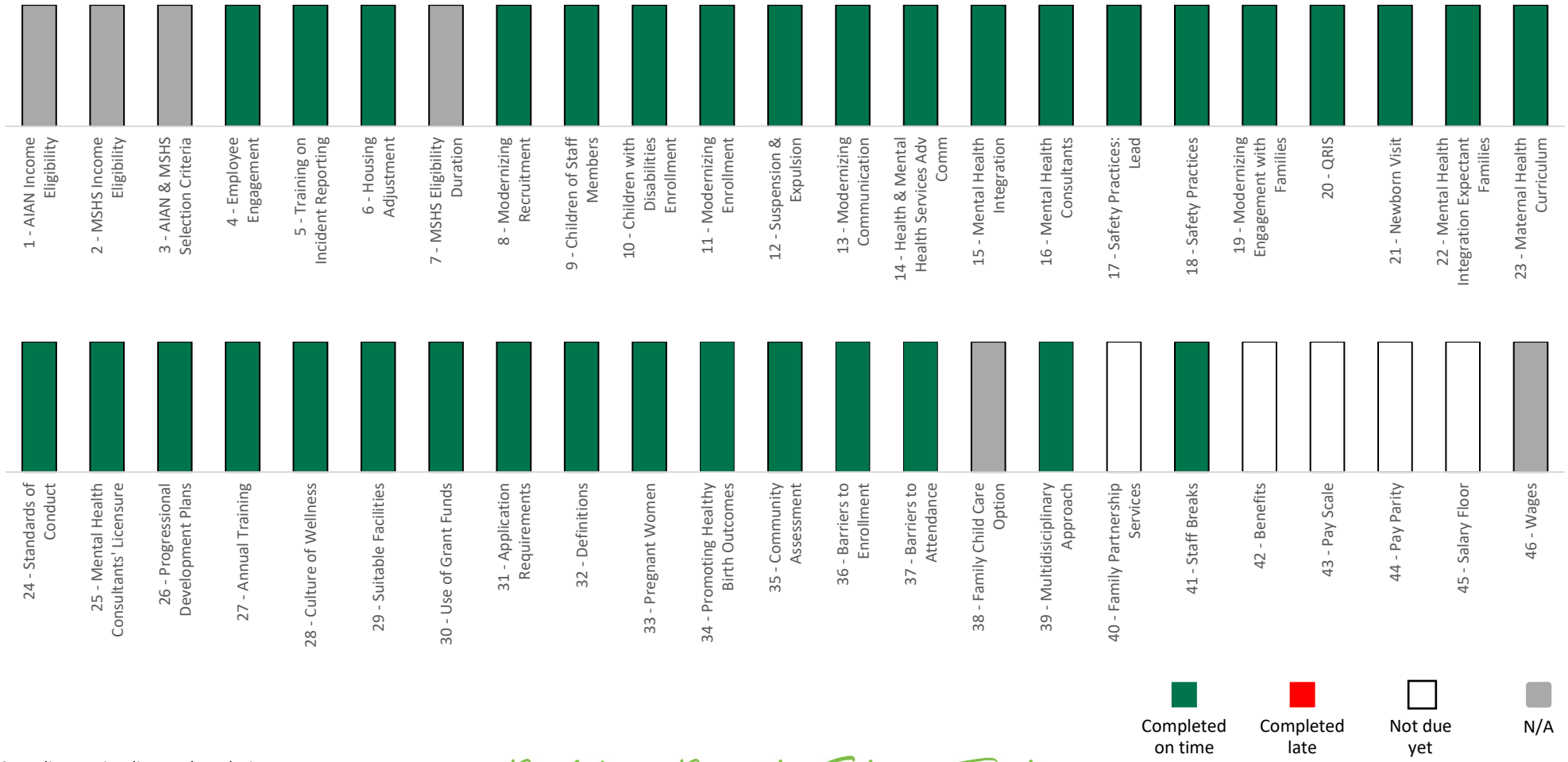
Contra Costa County Resolution 2023/274 includes all of these requirements.

Building Brighter Futures Together

Planned

Completed

HSPPS Compliance Timeline Progress Chart



4. New HSPPS Compliance Timeline and Analysis

Building Brighter Futures Together

October 22, 2025

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 25-25

The purpose of this communication is to notify contractors of the requirement to complete and submit a Continued and Expansion Funding Application (CEFA) for California Department of Social Services Child Care and Development programs in order to continue services into the next contract year. Failure to complete a CEFA constitutes notification of a contractor's intent to discontinue services into the next fiscal year.

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

October 22, 2025

CHILD CARE BULLETIN (CCB) NO. 25-25

GUIDANCE TYPE: INFORMATIVE

TO: EXECUTIVE OFFICERS AND PROGRAM DIRECTORS OF CHILD CARE AND DEVELOPMENT PROGRAMS FUNDED BY OR THROUGH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

SUBJECT: CONTINUED AND EXPANSION FUNDING APPLICATION FISCAL YEAR (FY) 2026-27

APPLICABLE PROGRAMS: ALTERNATIVE PAYMENT PROGRAMS,
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS) STAGES TWO AND THREE,
GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS,
FAMILY CHILD CARE HOME EDUCATION NETWORKS,
MIGRANT CHILD CARE ALTERNATIVE PAYMENT PROGRAMS,
MIGRANT CHILD CARE AND DEVELOPMENT PROGRAMS,
MIGRANT SPECIAL SERVICES PROGRAMS,
RESOURCE AND REFERRAL PROGRAMS,
CHILD CARE AND DEVELOPMENT PROGRAMS FOR CHILDREN WITH SPECIAL NEEDS

REFERENCE: TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18010; 5 CCR SECTION 18024; SENATE BILL (SB) 163 (CHAPTER 73, STATUTES OF 2024); WELFARE AND INSTITUTIONS CODE (WIC) SECTION 10244

Purpose

The purpose of this communication is to announce availability of the Continued and Expansion Funding Application (CEFA) to the contractors of the applicable programs

listed above. Current contracting agencies must submit a completed CEFA to the California Department of Social Services (CDSS) by **December 19, 2025**, **at or before 11:59 p.m**. to continue services in the subsequent contract period. Failure to submit a completed CEFA by the deadlines described in this Child Care Bulletin (CCB) constitutes notification to CDSS of a contractor's intent to discontinue services at the end of the current contract period.

This new application includes a feature for contractors to request expansion funding. **Award of expansion funding is subject to availability.**

It is recommended that each contractor review the application as soon as possible to ensure appropriate time and resources are reserved to complete the process. The Child Care and Development Division (CCDD) will host the following technical assistance sessions:

1. Informational Webinar on October 27, 2025, 9:30 a.m. to 12:00 p.m.
2. Office Hour Session One on November 18, 2025, 3:00 p.m. to 4:00 p.m.
3. Office Hour Session Two on December 4, 2025, 11:00 a.m. to 12:00 p.m.

Registration links for the above technical assistance sessions can be found on the CEFA web page.

Authority

Section 18010(a) of Title 5 of the California Code of Regulations (CCR) states, "Contractors have no vested right to a subsequent contract." CDSS offers contractors the opportunity to continue services in a subsequent contract through the CEFA process.

5 CCR 18010(d) states, "Contractors that intend to accept the offer to continue services in the subsequent contract period shall respond to a continued funding application request from the [CCDD] in accordance with the instructions and timelines specified in the request."

5 CCR 18010(e) states, "Failure to respond within the timelines specified in the continued funding application request shall constitute notification to the [CCDD] of the contractor's intent to discontinue services at the end of the current contract period unless the contractor has received a written extension of the original timeline from the [CCDD]."

Failure to respond to requests from the CCDD for additional information during the CEFA process will result in the application being deemed incomplete.

Background

Currently, existing General Child Care and Development (CCTR) contractors request CCTR expansion funding through the CCTR Expansion Request for Application (RFA). Existing CCTR contractors complete the Continued Funding Application (CFA) to apply

to continue their contracted funding for the following fiscal year. New contractors with no contracting history use the RFA process to request funding. The community of existing CCTR contractors provided feedback directly to the CCDD, through the state budget process during legislative hearings, that favors implementing (1) a less rigorous application process, and (2) an application process with a shorter timeline.

On July 2, 2024, Governor Newsom signed SB 163. This legislation added WIC Section 10244 stating, in pertinent part, "the department shall develop and implement a streamlined request for application process for current child care and development program contractors to award new childcare and development program contracts." The intent of the CEFA is to reduce the administrative burden and issue funding expediently for eligible existing contractors.

Beginning with the FY 2026-27 application, the CFA will be transitioned to the CEFA. The CEFA process will be how contractors of the programs listed on page 1 of this CCB seek funding for the subsequent contract period.

The CEFA includes an Interest in Expansion Section for existing CCTR contractors to express interest in expansion funding, subject to availability. For CCTR, if the contractor indicates that (1) they currently have a CCTR contract, and (2) they are interested in expansion funding, they will be given the option to complete the Interest in Expansion Section of the application.

The eligibility criteria for expansion funding are listed below:

- Contractor is a current contractor with the CDSS for a CCTR program,
- Contractor is not on Provisional or Conditional contract status,
- Contractor has no outstanding funding from a previous CCTR RFA,
- Contractor is in good standing with no current audit, programmatic and/or fiscal issues, and
- Contractor has the license capacity for expansion funding.

Eligibility for expansion funding will only be available to agencies that meet the above criteria to ensure they are in good standing with the state in terms of programmatic and fiscal compliance, and contract earnings. **Awards for expansion funding are subject to funding availability.**

Application Submission Requirements

The FY 2026-27 CEFAs will be completed via an online application. The instructions, application link, webinar and office hours registration links, and all required documents can be found on the CEFA web page.

Please note that agencies are required to obtain approval from their governing board authorizing the signer to contract with the CDSS for the purpose of providing child care and development services and to authorize the designated personnel to sign contract

documents for FY 2026-27. It is important that public agencies seek board approval ahead of time to fulfill this requirement of the CEFA.

Applications must be received on **December 19, 2025**, **at or before 11:59 p.m**.

If you have any questions or experience difficulties with any part of the online application, please email CEFA@dss.ca.gov.

This CEFA is only available for CDSS Child Care and Development Program contract types. Agencies applying for continued funding for the California State Preschool Program (CSPP) contract type must contact the California Department of Education (CDE) directly.

Notice of Renewal

Child Care and Development (CCD) Direct Service and Alternative Payment Contractors who apply and receive approval for continued funding do not need to sign and return a CCD contract to provide services for FY 2026-27.

By completing and returning the FY 2026-27 CEFA, a contractor indicates that it wishes to automatically renew its CCD contract for FY 2026-27 and is willing to accept all of the terms and conditions of such contract, which will be provided to all CCD contractors being renewed for funding no later than July 1, 2026. The CCD contractors may subsequently reject the terms of the new contract and opt not to renew their services under the terms of the new contract by providing written notice to the CDSS no later than June 30, 2026. If a contractor does not wish to renew its contract, they should contact their Program Quality and Improvement Branch (PQIB) Consultant.

Please note that contractors have no vested right to a subsequent contract.

Contract Terminations

Per 5 CCR 18024, contractors may terminate the contract for any reason during the contract term. The contractor must notify the CCDD of their intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract. The notification must be on the contractor's official letterhead and signed by a representative authorized to sign contract documents. This notification letter must be sent to the contractor's assigned PQIB Consultant. Within fifteen (15) days from the date the contractor notifies the CCDD of its intent to terminate the contract, the contractor shall submit:

1. A current inventory of equipment purchased in whole or in part with contract funds; and
2. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract.

3. Family Child Care Home and Alternative Payment program contractors shall also submit the names, addresses and telephone numbers of all providers of subsidized services funded by the contract.

Upon receipt of a notice of intent to terminate, the CCDD will transfer the program to another contractor as soon as practicable.

If you have any questions or need additional guidance regarding the information in this letter, please contact your assigned PQIB Consultant, or send an email to CEFA@dss.ca.gov.

Sincerely,

Original Document Signed By

LUPE JAIME-MILEHAM, EdD
Deputy Director
Child Care and Development Division

October 22, 2025

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 25-26

The purpose of this CCB is to provide guidance to counties and child care and development contractors regarding the distribution of cost of care plus rate payments to child care centers pursuant to Senate Bill (SB) 120 (Chapter 13, Statutes of 2025).

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • *www.cdss.ca.gov*

JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

October 22, 2025

CHILD CARE BULLETIN (CCB) NO. 25-26

GUIDANCE TYPE: DIRECTIVE

TO: ALL COUNTY WELFARE DIRECTORS
ALL COUNTY CHILD CARE COORDINATORS
ALL CHILD CARE AND DEVELOPMENT CONTRACTORS

SUBJECT: COST OF CARE PLUS RATE PAYMENTS TO CHILD CARE CENTERS PURSUANT TO SENATE BILL (SB) 120 (CHAPTER 13, STATUTES OF 2025)

APPLICABLE PROGRAMS: CALIFORNIA ALTERNATIVE PAYMENT PROGRAMS (CAPP), MIGRANT ALTERNATIVE PAYMENT PROGRAMS (CMAP), CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS), STAGES ONE, TWO (C2AP), AND THREE (C3AP), THE EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN (BRIDGE PROGRAM), GENERAL CHILD CARE AND DEVELOPMENT PROGRAMS (CCTR), FAMILY CHILD CARE HOME EDUCATION NETWORKS (CFCC), MIGRANT CHILD CARE AND DEVELOPMENT PROGRAMS (CMIG), CHILD CARE AND DEVELOPMENT PROGRAMS FOR CHILDREN WITH SEVERE DISABILITIES (CHAN)

REFERENCE: SB 120 (CHAPTER 13, STATUTES OF 2025); SB 151 (CHAPTER 108, STATUTES OF 2025); TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS 18065; WELFARE AND INSTITUTIONS CODE (WIC) SECTION 10421(b); WIC SECTION 10277.1; WIC SECTION 10227.5; WIC SECTION 10424.5; WIC SECTION 10277.2; CHILD CARE BULLETIN (CCB) NO. 23-01;

CCB NO. 23-37; CCB NO. 24-01

Purpose

The purpose of this Child Care Bulletin (CCB) is to notify counties and child care and development contractors of the continuation of the per-child, monthly cost of care plus payments issued to child care centers pursuant to Senate Bill (SB) 120 (Early Childhood Education and Child Care, Chapter 13; Statutes of 2025) and SB 151 (Early Childhood Education and Child Care, Chapter 108, Statutes of 2025).

Background

Effective July 1, 2025, SB 120 authorized the continuation of cost of care plus rate payments to child care centers, to June 30, 2026, and provides for an increase to the cost of care plus rate amount. Effective September 17, 2025, SB 151 authorized the cost of care plus rate payments to child care centers at the increased amount to continue, commencing July 1, 2026.

Guidance

Pursuant to Welfare and Institutions Code (WIC) section 10277.2, as amended by SB 120 and SB 151, centers shall receive the increased cost of care plus payment commencing July 1, 2025. Timely payment provisions under WIC section 10277 remain in effect.

Centers should be reimbursed at this new rate for June 2025 enrollments, following submission of June documentation in July. This is consistent with past practices. If payment was made using a rate that differs from the rate listed below, agencies must issue a supplemental payment.

Pursuant to SB 120, SB 151, WIC sections 10277.1 and 10277.2, and CCB No. 23-37, all types of child care providers will continue to receive a monthly, per-child payment intended to supplement subsidized child care reimbursement. Payments to child care providers shall continue in July 2025, with the payment based on the service month June 2025. Center-based providers shall receive payments at the increased amount for any timesheets covering service months beginning June 2025, so long as they are submitted in any month beginning June 2025. The amount per child varies based on the county where the center is located and the assigned “region,” defined as:

Central: Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Monterey Sacramento, San Benito, San Joaquin, San Luis Obispo, Stanislaus, Tulare

Northern: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Mono, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Southern: Imperial, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura

Los Angeles: Los Angeles

Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma

Per-child plus rate amounts shall be as follows:

Region	Centers
Central	$ 152
Northern	$ 154
Southern	$ 174
Los Angeles	$ 186
Bay Area	$ 230

These payments shall be payable to centers serving children enrolled in the following child care and development programs:

- California Alternative Payment Programs (CAPP)
- Migrant Alternative Payment Programs (CMAP)
- California Work Opportunity and Responsibility to Kids (CalWORKs) Stages One, Two (C2AP), and Three (C3AP)
- The Emergency Child Care Bridge Program for Foster Children (Bridge Program)
- General Child Care and Development Programs (CCTR)
- Migrant Child Care and Development Programs (CMIG)
- Child Care and Development Programs for Children with Severe Disabilities (CHAN)

The California Department of Social Services (CDSS) will distribute funding for these payments to the child care and development contractors via the State Controller's Office outside of their regular contracts. Funding will be issued to contractors quarterly and reconciled thereafter.

Alternative Payment Programs (APPs) administering the Bridge Program, CalWORKs Stage One, C2AP, C3AP, CAPP, CFCC, or CMAP shall continue to provide the extended per-child payments directly to center-based providers, starting with the June 2025 service month that is processed in July 2025 and concluding with the May 2026 service month that is processed in June 2026.

Instructions for Contractors

Contractors are encouraged to make these monthly payments with their regular subsidy payments to center-based providers and to clearly label the Cost of Care Plus Rate payments. Contractors are required to make the payments within 21 calendar days of the submission of a complete monthly attendance record or invoice, as specified in WIC section 10227.5.

If a child receives care from more than one center-based provider during the month, each provider shall receive the full per-child payment. Contractors are instructed not to pro-rate the Cost of Care Plus Rate payments due to care beginning or ending mid-month.

Contractors shall provide the payment directly to eligible child care centers and will not be subject to the regular reporting requirements associated with their child development contracts.

Administrative Allocation

Contractors who are required to distribute monthly Cost Care Plus Rate payments to centers will receive an administrative amount for each payment that they make. Contractors will therefore receive an additional allocation of the administrative amount, based on the schedule below for per-enrollment payment administrative costs. The contractor must not reduce the monthly per-child payment amount that the contractor issues to a center:

Region	Eligible Centers Admin.
Central	$14.00
Northern	$14.10
Southern	$16.00
Los Angeles	$17.10
Bay Area	$21.10

Instructions For Counties in Which CalWORKs Stage One and Bridge Programs Are Administered Directly by the County

In counties where the CalWORKs Stage One and/or Bridge Programs are administered in-house by the county and where no business relationship exists between the CalWORKs Stage One/Bridge Program child care provider and an APP, Child Development Associates (CDA) in San Diego County will issue payments to those providers directly.

The requirement to make payments within 21 calendar days of the submission of a complete monthly attendance record or invoice does not apply to payments issued by CDA.

Counties are required to submit a copy of the mRec or aRec Reconciliation Report that is regularly submitted to Child Care Providers United by the 5th business day of each month to CDA via secure file transfer protocol (instructions to follow). The first submission will be due on the 5th business day of July 2025. The reconciliation reports will include the following data fields:

- LocalMemberID
- VendorNumber
- VendorLocalID
- FirstName
- LastName
- Street
- City
- State
- Zip Code
- Phone Number
- Gross Reimbursements (all payments)
- Dues Deduction Rate
- Dues Deduction (Gross Reimbursement x Dues Deduction Rate)
- Dues Max $ (Cap per month)
- COPE PEOPLE
- COPE PEOPLE Collected
- Notes
- Check 1 Date
- Check 1 Number
- Check 2 Date
- Check 2 Number

The CDSS will retrieve monthly provider data payment and child count data via the California Statewide Automated Welfare System, also known as CalSAWS, and CDSS' SharePoint site for counties and provide that data directly to CDA on a monthly basis. The payment and child count data will include the following data fields:

- County Vendor ID
- The Local Provider Identification number (VendorLocalID)
- Provider last name, first name
- Unique identifier (SSN or EIN)
- Facility Address: Street field, city field, zip code field
- Mailing Address: Street field, city field, zip code field
- Phone number
- Email address
- License number and capacity

- Provider type (license, center, FCC, or FFN)
- Child count (number of attendance records paid in the payment month per provider)
- Month of County/Stage 1 Bridge Payment
- Copy of provider W9 forms, if available
- Language
- County Contact person
- County-Region

Reporting Requirements

Contractors must maintain records of payments issued to individual child care providers, as well as the dates the payments are distributed, and must be able to submit them to CDSS upon request. When directly requested, reports should be delivered by the requested timeline to prevent delays in Cost of Care payments to providers. The increased administrative allowance available for these payments is intended, in part, to help support contractors in fulfilling these data requirements.

For questions regarding the information in this letter, contact the Child Care and Policy Development Bureau at (916) 657-2144 or at CCPB@dss.ca.gov.

Sincerely,

Original Document Signed By

LUPE JAIME-MILEHAM, EdD
Deputy Director
Child Care and Development Division

Management Bulletin 25-09

This Management Bulletin notifies and provides guidance to California State Preschool Program contractors of the opportunity to participate in early adoption of the Desired Results Development Profile (2025) (DRDP [2025]).

Early Education Division

Subject: The Desired Results Developmental Profile (2025) for California State Preschool Programs and Special Education Division Funded Programs

Number: 25-09

Date: October, 2025

Expires: Until rescinded or superseded by regulations

Authority: *California Code of Regulations*, Title 5 Section 17702, California *Education Code* (*EC*) Section 8203.5, and *Code of Federal Regulations*, Title 34 Section 300.600.

Attention: Executive Directors and Program Directors of all California State Preschool Programs

Purpose

This Management Bulletin (MB) notifies and provides guidance to California State Preschool Program (CSPP) contractors of the opportunity to participate in early adoption of the Desired Results Development Profile (2025) (DRDP [2025]), a developmental continuum from infancy through grade three. This bulletin provides information from both the Early Education Division (EED) and the Special Education Division (SED) regarding implementation of the DRDP (2025).

This MB rescinds and replaces MBs 15-03 and 16-06.

Policy

Program Year 2025-26

CSPP

CSPP contractors are invited to begin using the DRDP (2025) during this program year. Early adoption of the DRDP (2025) is optional for CSPP contractors beginning with the 2025–26 program year and is mandatory beginning in the 2026–27 program year. For fall 2025 and spring 2026

reporting, CSPP programs have the option to use the DRDP (2025) or continue using the DRDP (2015).

Implementation for Children with Disabilities

Special Education service providers delivering services on behalf of Local Educational Agencies (LEAs) are required to use the DRDP (2015) to assess all eligible birth to five-year-old children with Individual Family Service Plans (IFSPs) and Individual Education Programs (IEPs) for the fall 2025 and spring 2026 reporting periods.

Program Year 2026-27

Effective July 1, 2026, all CSPP contractors and all Special Education service providers will be required to use the DRDP (2025).

Directives for Implementation

About the DRDP (2025)

The DRDP (2025) is a formative assessment that includes a developmental continuum from infancy through grade three. It is designed to assess the developmental progression of all children, including those with an IFSP or an IEP. The tool was recently revised to reflect current research in the field of child development and be more inclusive of children with disabilities as well as dual language learners. The DRDP (2025) is fully aligned to the Preschool/Transitional Kindergarten Learning Foundations (PTKLF) as well as the Infant-Toddler Learning and Development Foundations (ITLDF).

During the fall of 2024, a pilot study was conducted with over 500 children across the early education programs throughout the state of California. Data gathered from this study was used to refine the DRDP (2025). A final field study phase of the research will be conducted during the 2025–26 program year to calibrate and further validate the instrument.

Early Adoption of the DRDP (2025)

Participation in the early adoption of the DRDP (2025) is encouraged for all CSPP contractors. Use of the DRDP (2025) will meet the CSPP requirement to complete a DRDP for each child enrolled at least 10 hours per week. Training on the new tool is being provided to contractors via webinars, training modules, and in person. Please find more information about training opportunities on the WestEd website at DRDP (2025) Training Desired Results For Children and Families.

CSPP contractors may choose to use the DRDP (2025) for some classrooms and continue to use the DRDP (2015) for other classrooms. CSPP contractors will complete their program self-evaluation using data from the DRDP assessments that best represent the children served in the program.

CSPP contractors are required to upload DRDP data to DRDP Online to record each child's assessment ratings. You can find more information on DRDP Online.

NOTE: While early adoption may be an option for many, Special Education service providers are required to use and submit DRDP (2015) data through their Special Education Local Plan Areas (SELPA) for the 2025–26 year. For more information about DRDP (2015) training, reports, technical assistance, or requirements, Special Education service providers should contact Desired Results Access Project at: info@draccess.org.

Why Should CSPP Contractors Participate in Early Adoption?

By participating in early adoption, the teaching staff will have the opportunity to learn and use the new tool prior to when they will be required to use it beginning with the 2026–27 program year. Further, CSPP contractors will contribute to the data pool that is used to determine the usability and reliability of the updated assessment.

Background and Authority

The *California Code of Regulations*, Title 5, Section 17702 requires CSPP contractors to complete the age-appropriate DRDP for each child enrolled in the program for at least 10 hours per week, and for every child with exceptional needs regardless of the hours a week they are certified for. The DRDP must be completed between 60 to 90 calendar days of the child's first day of attendance in the program and at least once every six months thereafter.

The Individuals with Disabilities Education Act within the *Code of Federal Regulations*, Title 34, Section 300.600, requires the state to collect data as part of the State Performance Plan (SPP) and Annual Performance Report (APR). The DRDP provides the data for Part B Indicator 7 of the SPP/APR.

Resources

If you have programmatic questions related to this MB, please contact your assigned EED, Program Quality Implementation (PQI) office regional consultant on the CDE EED, PQI Consultant Regional Assignments web page.

The Desired Results Developmental Profile is a website that provides information about the DRDP (2025).

If you would like more information on training opportunities, please contact the WestEd training team on the training web page.

If you have questions regarding the administration of the DRDP for children with disabilities, please contact the Early Childhood Support Unit in the SED at: ECSU@cde.ca.gov.

This MB is mandatory only to the extent that it cites a specific statutory or regulatory requirement, and is not prescriptive, pursuant to California EC 33308.5.

Questions: Early Education Division | 916-322-6233

Updated Head Start Program Performance Standard Requirements

Background: The office of Head Start published timelines by which grant recipients must comply with the Head Start Program Performance Standards updated in the final rule, Supporting the Head Start Workforce and Consistent Quality Programming. The final rule was published in the Federal Register on August 21, 2024.

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
1	1302.12(e) AIAN Income Eligibility. All families in an American Indian and Alaska Native (AIAN) program's service area with age-eligible children, or pregnant women, are eligible for Head Start services, regardless of income.	3/1/2024	n/a	CCC does not operate an AIAN program.
2	1302.12(f) MSHS Income Eligibility. Migrant and Seasonal Head Start (MSHS) programs may serve any child who has one family member whose income comes primarily from agricultural employment, regardless of total family income	3/1/2024	n/a	CCC does not operate a MSHS program.
3	1302.14(a)(2), (3) AIAN and MSHS Selection Criteria. Tribes may prioritize children in families for which a child, a family member, or a member of the same household, is a member of an Indian tribe. MSHS programs may give priority to children whose families can demonstrate they have relocated frequently within the past two years to pursue agricultural work.	3/1/2024	n/a	CCC does not operate an AIAN or MSHS program.
4	1302.101(a)(2) Employee Engagement. A program must comply with enhanced requirements for employee engagement to promote more responsive management styles designed to identify and resolve barriers to high-quality job performance.	10/21/2024	Compliant	Supervisors are training in and exercise Reflective Supervision strategies to support meaningful and effective employee engagement and ongoing staff supervision. Upon hire, managers begin engagement through the onboarding process utilizing an orientation checklist specific to their job classification. Regular individual check-ins are facilitated by managers. Staff are engaged in goal-setting as a component of the annual performance evaluation.

*eclkc.ohs.acf.hhs.gov/publication/timeline-compliance-updated-performance-standard-requirements

Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
5	1302.101(a)(5), 1302.102(d) Training on Incident Reporting. A program must submit reports, as appropriate, to the responsible HHS official immediately but no later than seven calendar days following a health or safety incident. All staff are required to be trained to implement reporting procedures.	10/21/2024	Compliant	In 2023 CSB revised its procedures for reporting incidents, establishing expectations which ensure HHS official notification no later than seven calendar days following a reportable health or safety incident.
6	1302.12(i)(1) Housing Adjustment. A program may adjust a family's income to account for excessive housing costs when determining eligibility.	10/21/2024	Compliant	Enrollment team screens families over 100% of the Federal Poverty Level (FPL) for housing costs exceeding 30% and has implemented use of a calculation spreadsheet to adjust income accordingly.
7	1302.12(j) MSHS Eligibility Duration. In MSHS programs, once an infant or toddler and their family are deemed eligible, they are eligible until they turn three years old. This is consistent with the requirement that children participating in the Early Head Start program remain eligible for the duration of the program.	10/21/2024	n/a	CCC does not operate a MSHS program.
8	1302.13 Modernizing Recruitment. A program must include modern technologies to encourage and assist families in applying for admission to the program, and to reduce the family's administrative and paperwork burden in the application and enrollment process.	10/21/2024	Compliant	The program has an existing process whereby families may submit an online application, call the enrollment hotline / Interactive Voice Response (IVR) system, and submit and/or sign eligibility documents electronically.
9	1302.14(a)(6) Children of Staff Members. A program may consider the enrollment of eligible children of staff members as part of the selection criteria	10/21/2024	Compliant	CCC's Selection Criteria was approved by the PC on 2/21/24 and BOS on 9/10/24 and is effective through 6/30/25. CCC may consider addition of children of staff members to the selection criteria when revising for the 2025-2026 program year.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
10	1302.14(b)(1) Children with Disabilities Enrollment. A program must ensure at least 10% of its actual enrollment is filled by children eligible for services under the Individuals with Disabilities Education Act (IDEA).	10/21/2024	Compliant	CCC has historically met the 10% threshold when calculating percentage of children with a disability per cumulative enrollment. Our 2024 PIR indicated 13% of enrolled children had a disability.
11	1302.15(g) Modernizing Enrollment. A program must regularly examine their enrollment processes and implement any identified improvements to streamline the enrollment experience for families.	10/21/2024	Compliant	The enrollment process is analyzed on an ongoing basis in order to identify improvements to streamline enrollment. For the 2024-25 program year on-site enrollment clinics are being facilitated at centralized locations in areas of the county with high enrollment needs.
12	1302.17(a) Suspension and Expulsion. Suspension continues to be a measure of last resort only when there is a serious safety threat. Programs must first engage with a mental health consultant, collaborate with the parents, and use appropriate community resources. Programs must explore and document all steps taken to address the behaviors and supports needed to facilitate the child's safe reentry and continued participation in the program.	10/21/2024	Compliant	CSB's procedures currently align with this standard. CSB's step plan requires multidisciplinary efforts to support a child with continued program participation are sufficiently documented.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
13	1302.34(b)(9) Modernizing Communication. A program must ensure it uses accessible communication methods and modalities that meet the needs of the community when engaging with prospective and enrolled families.	10/21/2024	Compliant	As an outcome of 2019-2023 program goals, the enrollment process was modernized through use of innovative technologies: Interactive Voice Response (IVR) system, Short Messaging System (SMS), web-based application and resources page. Family meetings and trainings (including parenting curriculum) is offered in a virtual format. A communication survey is completed by families annually to ensure the program is utilizing communication methods that work best for enrolled families.
14	1302.40(b) Health and Mental Health Services Advisory Committee. Programs must establish and maintain a Health and Mental Health Services Advisory Committee.	10/21/2024	Compliant	An already established Health and Nutrition Services Advisory committee which meets twice annually. The next meeting, scheduled for 12/5/24, will take place under the new name: Health, Mental Health, and Nutrition Services Advisory Committee.
15	1302.41, 1302.42(b), 1302.46(b) Mental Health Integration. These program requirements consistently integrate mental health into all aspects of program service delivery.	10/21/2024	Compliant	The CCC HS program has been operated under a multidisciplinary approach, with high levels of collaboration among the designated Health and Mental Health content area managers. For example, CSB facilitates monthly managers meetings and joint family meetings. CSB's model for comprehensive service delivery positions assistant managers who are generalists and obtain training from specialists in the areas of Health and Mental Health.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
16	1302.45(b) Mental Health Consultants. A program must ensure mental health consultants provide consultation services that build the capacity of adults in a child's life to strengthen and support the mental health and social and emotional development of children.	10/21/2024	Compliant	The County's collaboration with the Early Childhood Mental Health Program
17	1302.47(b)(10) Safety Practices – Lead. In facilities where lead may exist, programs must regularly inspect and test for the presence of lead and, as needed, conduct remediation and abatement.	10/21/2024	Compliant	CCC HS centers follow California Health and Safety Code section 1597.16, which requires that all licensed Child Care Centers constructed before 1/1/2010, test their cold-water outlets used for drinking or cooking for lead by 1/1/23, and subsequent testing must occur every 5 years.
18	1302.47(b)(5) Safety Practices. Programs must ensure all staff, consultants, contractors, and volunteers follow appropriate practices to keep children safe. Aligns the definition of "child abuse and neglect" with Child Abuse Prevention and Treatment Act (another federal statute).	10/21/2024	Compliant	CSB revised its safety practices procedures in 2023, establishing a culture of safety including tools for active supervision and personal rights training. Annual trainings are provided which align with this standard.
19	1302.50(a) Modernizing Engagement with Families. Programs must communicate with families in a format that meets the needs of each individual family.	10/21/2024	Compliant	A communication survey is completed by families annually to ensure the program is utilizing communication methods that work best for enrolled families.
20	1302.53(b)(2) QRIS. Programs should participate in their Quality Rating and Improvement System (QRIS) to the extent practicable if the state or local area has strategies in place to support their participation.	10/21/2024	Compliant	CCC HS centers currently participate in QRIS.
21	1302.80(d) Newborn Visit. A newborn visit must, at minimum, include a discussion of the following: maternal mental and physical health, safe sleep, infant health, and support for basic needs.	10/21/2024	Compliant	Newborn visits include discussion of maternal mental and physical health, safe sleep, infant health, and support for basic needs.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
22	1302.81 Mental Health Information and Services Integration for Expectant Families. Programs must ensure the required prenatal and postpartum information, education, and services are provided to enrolled pregnant women, mothers, fathers, and partners or other family members.	10/21/2024	Compliant	Services to pregnant women include prenatal and postpartum information and education are provided to families enrolled through the County's partnerships with Aspiranet and Mount Diablo Unified School District.
23	1302.82(a) Maternal Health Curriculum. If a program uses a curriculum in the provision of services to pregnant women and pregnant people, it should be a maternal health curriculum to support prenatal and postpartum education needs.	10/21/2024	Compliant	The Growing Great Kids® curriculum includes prenatal health and postpartum education.
24	1302.90(c) Standards of Conduct. Programs must ensure that staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, and that they report reasonably suspected or known incidents of child abuse and neglect.	10/21/2024	Compliant	CSB standards of conduct, signed by all staff, consultants and volunteers annually.
25	1302.91(e)(8)(ii) Mental Health Consultants' Licensure. A program must ensure all mental health consultants are licensed or under the supervision of a licensed mental health professionals. Programs also must use mental health consultants with knowledge of and experience in serving young children and their families.	10/21/2024	Compliant	CCC partners with Early Childhood Mental Health Program for mental health consultation services. Licensure is a component of the contract.
26	1302.92(b)(1) Professional Development Plans. Programs must develop professional development plans for full-time staff providing direct services to children, as required in Section 648A(f) of the Head Start Act.	10/21/2024	Compliant	Professional development plans are incorporated into the annual performance evaluation for staff in classifications providing direct services to children.
27	1302.92(b)(2–3) Annual Training. Programs must ensure staff receive annual training on: (1) Mandatory reporting; (2) Positive strategies to understand and support children's social and emotional development; and (3) The knowledge, experience, and competencies to improve child and family outcomes.	10/21/2024	Compliant	All 3 topics are incorporated into the annual training schedule.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
28	1302.93(d) Culture of Wellness. A program should cultivate a program-wide culture of wellness that empowers staff as professionals and supports staff to effectively accomplish their job responsibilities in a high-quality manner.	10/21/2024	Compliant	A culture of wellness has been established and is maintained through work of CSB's wellness team, SIA, which focuses on Simple, Impactful and Actionable strategies to promote wellness. On 5/8/24, CSB facilitated an all-staff wellness event which included keynote speakers on DEI, training on stress reduction, as well as healthy cooking and painting sessions. CCC promotes wellness through offering a robust Employee Assistance Program (EAP).
29	1303.42 Suitable Facilities. Grant recipients are no longer required to have a written statement from an independent real estate professional confirming the lack of other suitable facilities in the area.	10/21/2024	Compliant	The CCC HS program will no longer request such written statements when submitting capital projects requests for applicable major renovation or construction projects utilizing federal funds.
30	1303.43 Use of Grant Funds. If a recipient seeks to use federal funds for reasonable fees and costs necessary to submit an application under §§1303.42 and 1303.44, they must be granted approval from the responsible HHS official. Once approval is granted, the funds are allowable regardless of the outcome of the preliminary eligibility determination.	10/21/2024	Compliant	CCC will request approval for use of federal funds for reasonable fees and costs necessary to submit a pre-approval application for major renovation or construction projects.
31	1303.44 Application Requirements. Programs must adhere to updated application requirements, including the facility's value and additional information HHS officials may request as part of the 1303 process.	10/21/2024	Compliant	CCC will comply with the revised 1303 pre-approval requirements when requesting to use federal funds for major renovation / construction projects.

Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
32	1305.2 Definitions. Programs must use new and revised definitions for "Early Head Start", "Federal interest", "Grant recipient", "Head Start", "Head Start agency", "Head Start Preschool", "Housing costs", "Income", "Major renovations", "Migrant family", "Poverty line", "Purchase", and "Suspension".	10/21/2024	Compliant	CCC is using new and revised definitions under this section.
33	1302.80(e) Pregnant Women. A program must track and record services an enrolled pregnant woman or pregnant person receives, both from the program and through referrals, to help identify specific prenatal care services and resources needed to support a healthy pregnancy.	12/19/2024	Compliant	CCC currently maintains a record of services accessed by pregnant persons including rereferrals and services utilizing its child and family data system.
34	1302.80(f) Promoting Healthy Birth Outcomes. Programs must help address disparities in maternal and birth outcomes across racial and ethnic groups, using data to inform program services.	2/18/2025	Compliant	Through partnerships, CCC provides services to pregnant women which help address disparities in maternal and birth outcomes: (1) MDUSD Crossroads High School supports acheivement of high school diplomas and on-site prenatal and parenting classes to support posisitve outcomes among teen parents. (2) Aspiranet serves primarily Spanish-speaking families and adapts home visiting services based on needs assessment data collected from various screenings / assessments, including Life Skills Progression (LSP) and Patient Health Questionnaire (PHQ-4).
35	1302.11(b) Community Assessment. Programs must collect relevant data while maintaining the community assessment's content focus on geographic location, race, ethnicity, etc. Requires programs to conduct annual updates only as needed, such as if there are significant shifts in community demographics.	8/1/2025	Compliant	The program currently utilized a contractor who supplies a comprehensive community assessment with all required components annually.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
36	1302.14(d) Barriers to Enrollment. A program is required to use data from the community assessment to identify potential barriers to enrollment and attendance, including using data to understand access to transportation for the highest need families.	8/1/2025	Compliant	CCC has a sytems in place for examining data on an ongoing basis and responding to potential barriers to enrollment and attendance.
37	1302.16(a)(2)(v) Barriers to Attendance. A program must examine barriers to regular attendance, such as access to safe and reliable transportation, and where possible, provide or facilitate transportation for the child if needed.	8/1/2025	Compliant	CCC has a sytems in place for examining data on an ongoing basis and responding to potential barriers to enrollment and attendance.
38	1302.23(b)(2–4) Family Child Care Option. Family child care (FCC) services must comply with specified child ratios and group sizes for programs. There is no longer reference to the term "assistant provider". All FCC providers who count toward ratios must meet the qualification requirements for FCC providers described in§1302.91(e)(4).	8/1/2025	n/a	CCC does not operate HS within the Family Child Care Option.
39	1302.45(a) Multidisciplinary Approach. Programs must use a multidisciplinary approach to mental health and wellness supports. Mental health consultation services must be available at a frequency of at least once a month; if a mental health consultant is not available to provide services at least once a month, programs must use other licensed mental health professionals or behavioral health support specialists who coordinate with a mental health consultant.	8/1/2025	Compliant	CCC partners with Early Childhood Mental Health Program (ECMHP) for mental health consultation services. The program revised its procedures to ensure oversight structure monitors for monthly availability of mental health consultation services. An expanded contract with ECMHP is anticipated to be approved by the BOS on 8/12/25.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
40	1302.52(d) Family Partnership Services. Programs must ensure family service worker assignments do not exceed 40 families per family service worker. Programs may temporarily exceed the maximum during periods of staff absence and in emergency or recovery circumstances. A waiver is required to exceed the ratio of family assignments to family service worker if it will extend beyond a temporary period.	8/1/2027	In-Progress	On August 16, 2024, the Administration for Children and Families issued an award for the Head Start grant. On March 19, 2024 (D. 4), the Board of Supervisors approved the submission of the grant application which includes new positions. This budget includes an increase in Comprehensive Services (family service worker) positions to lower caseloads to 40 families.
41	1302.93(c) Staff Breaks. A program must provide, for each staff member, regular breaks of adequate length and frequency based on hours worked. During breaks, one teaching staff member may be replaced by one staff member who does not meet the teaching qualifications required for the age, provided that this staff member has the necessary training and experience to ensure safety of children and minimal disruption to the quality of services.	8/1/2027	Compliant	CCC complies with State and Federal requirements pertaining to staff breaks including meal breaks. Per the 2022-2026 Local One MOU employees are entitled to a rest break for each 4 hours of work. The program will identify how it may operationalize new flexibilities of allowing a staff member to provide classroom coverage who does not meet teaching qualifications.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
42	1302.90(f) Benefits. For full-time staff (working 30 or more hours per week) the program must provide or facilitate access to affordable health care coverage, offer paid leave, and offer access to short-term, free or minimal cost behavioral health services. Part-time staff must be connected with health insurance options in the Marketplace. Programs must connect eligible staff with child care subsidy programs and the Public Service Loan Forgiveness Program. Small Head Start agencies with 200 or fewer slots are exempt from most of the benefits requirements, but these agencies must still make measurable improvement in benefits for Head Start staff over time.	8/1/2028	In-Progress	Staff scheduled to work at least 20 hours per week, CCC provides affordable health care coverage. Part-time staff are connected with health insurance options. The program is in the process of identifying a process which ensures staff are connected with child care subsidy programs and the Public Service Loan Forgiveness Program.
43	1302.90(e)(1) Pay scale. (i) By August 1, 2031, a program must implement a salary scale, salary schedule, wage ladder, or other similar pay structure for program staff salaries that incorporates the requirements in paragraphs (e)(2) through (4) of this section; reflects salaries or wages for all other staff in the program; promotes salaries that are comparable to similar services in relevant industries in their geographic area; and considers, at a minimum, responsibilities, qualifications, experience relevant to the position, and schedule or hours worked. (ii) After August 1, 2031, a program must review its pay structure at least once every 5 years to assess whether it continues to meet the expectations described in paragraph (e)(1)(i) of this section. (iii) A program must ensure that staff salaries are not in excess of level II of the Executive Schedule, as required in 42 U.S.C. 9848(b)(1).	8/1/2031	In-Progress	The Program will work with HR on a salary study which compares similar services in relevant industries in Contra Costa County. Salary study will be required every 5 years.

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Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
44	1302.90(e)(2) Progress to pay parity for education staff with elementary school staff. (i) By August 1, 2031, a program must demonstrate it has made progress to parity with kindergarten through third grade teachers by ensuring that each Head Start teacher receives an annual salary that is at least comparable to the annual salary paid to preschool teachers in public school settings in the program's local school district, adjusted for responsibilities, qualifications, experience, and schedule or hours worked. A program may provide annual salaries comparable to a neighboring school district if the salaries are higher than a program's local school district, adjusted for role, responsibilities, qualifications, experience, and schedule or hours worked.	8/1/2031	In-Progress	The Program will work with HR on a salary study which compares CCC teacher salary to school district preschool teachers. The program in is the process of developing a process to ensure it regularly tracks data on how wages paid to their education staff compare to wages paid to preschool through third grade teachers in their local or neighboring school district.
45	1302.90 (3) Salary floor. By August 1, 2031, a program must ensure, at a minimum, the wage or salary structure established or updated under paragraph (e)(1)(i) of this section provides all staff with a wage or salary that is generally sufficient to cover basic needs such as food, housing, utilities, medical costs, transportation, and taxes, or would be sufficient if the worker's hourly rate were paid according to a full-time, full-year schedule (or over 2,080 hours per year). (4) Wage comparability for all ages served. A program must ensure the wage or salary structure established or updated under paragraph (e)(1)(i) of this section does not differ by age of children served for similar program staff positions with similar qualifications and experience.	8/1/2031	In-Progress	The Program will work with HR and labor on a salary study which compares salary structure to salary that is generally sufficient to cover basic needs. CCC currently has the same salary schedule for staff providing to instruction to all ages served.

Updated Head Start Program Performance Standard Requirements

No.	Performance Standard Summary	Compliance Date*	CCC Compliance Status	Description of Compliance / Recommended Actions
46	1302.90(e) Wages. Small Head Start agencies with 200 or fewer slots are exempt from most of the wage requirements, but these agencies must still develop or update a pay scale that promotes competitive wages for all staff, and make measurable progress toward reducing disparities in wages between Head Start educators and public preschool teachers over time. The final rule includes an option for the Secretary of the Department of Health and Human Services (HHS) to establish in 2028 a limited waiver process for most of the wage requirements for eligible programs, if the prior four years of appropriation increases for Head Start are less than an annual average of 1.3%.	8/1/2031	n/a	CCC HS program serves more than 200 slots.

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4838 **Agenda Date:** 11/18/2025 **Agenda #:** D.4.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Aging and Adult Services Annual Report Update

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RECEIVE the Aging and Adult Services Annual Report Update report from the Employment and Human Services Department (EHSD) regarding Aging and Adult Service efforts in Contra Costa County, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
On May 23, 2000, the Board of Supervisors referred to the Family and Human Services Committee an annual report on the progress made on the issue of elder abuse in Contra Costa County. Between 2000 and 2015, the Committee received an annual status report from the Employment and Human Services Department.

On December 14, 2015, the Family and Human Services Committee received a report from the Employment and Human Services Department on this referral. At the time of the report, the new Aging and Adult Services Director was a recent hire, having only been with the department a couple of months. Since the new director had identified various strategies to address some pending issues, such as staffing and crisis response times, and program changes were in transition, the Family and Human Services Committee agreed to postpone the annual report until such time as the department would be prepared to discuss a timeline addressing the program and operational challenges discussed. An update was provided to the Family and Human Services Committee on February 7, 2017.

The most recent status update was provided to the Family and Human Services Committee on September 8, 2025. Please see the attached presentation.

CONSEQUENCE OF NEGATIVE ACTION:
Should the proposed action not be approved by the Board of Supervisors, the County will not know about Aging and Adult Service efforts.

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

Building Brighter Futures Together

Tracy Murray
Director, Aging & Adult Services
tmurray@ehsd.cccounty.us

Aging & Adult Services

Presentation for the Board of Supervisors November 18, 2025

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- Aging in Contra Costa County
- Aging & Adult Services Overview
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- Aging & Adult Services Initiatives
- State & Federal Budget Impacts

Building Brighter Futures Together

Aging in Contra Costa County



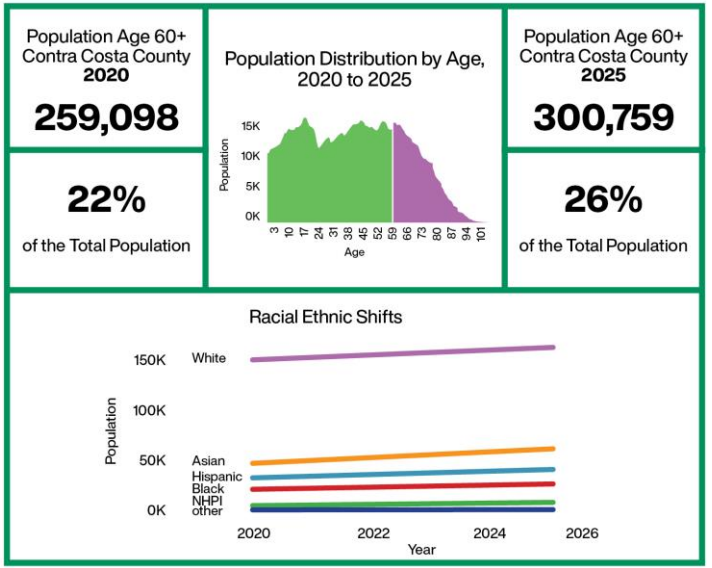
Contra Costa County Older Adults

In 2023, 58,826 (22%) of 60+ residents lived alone

In 2023, 88,240 (33%) of 60+ are in the workforce

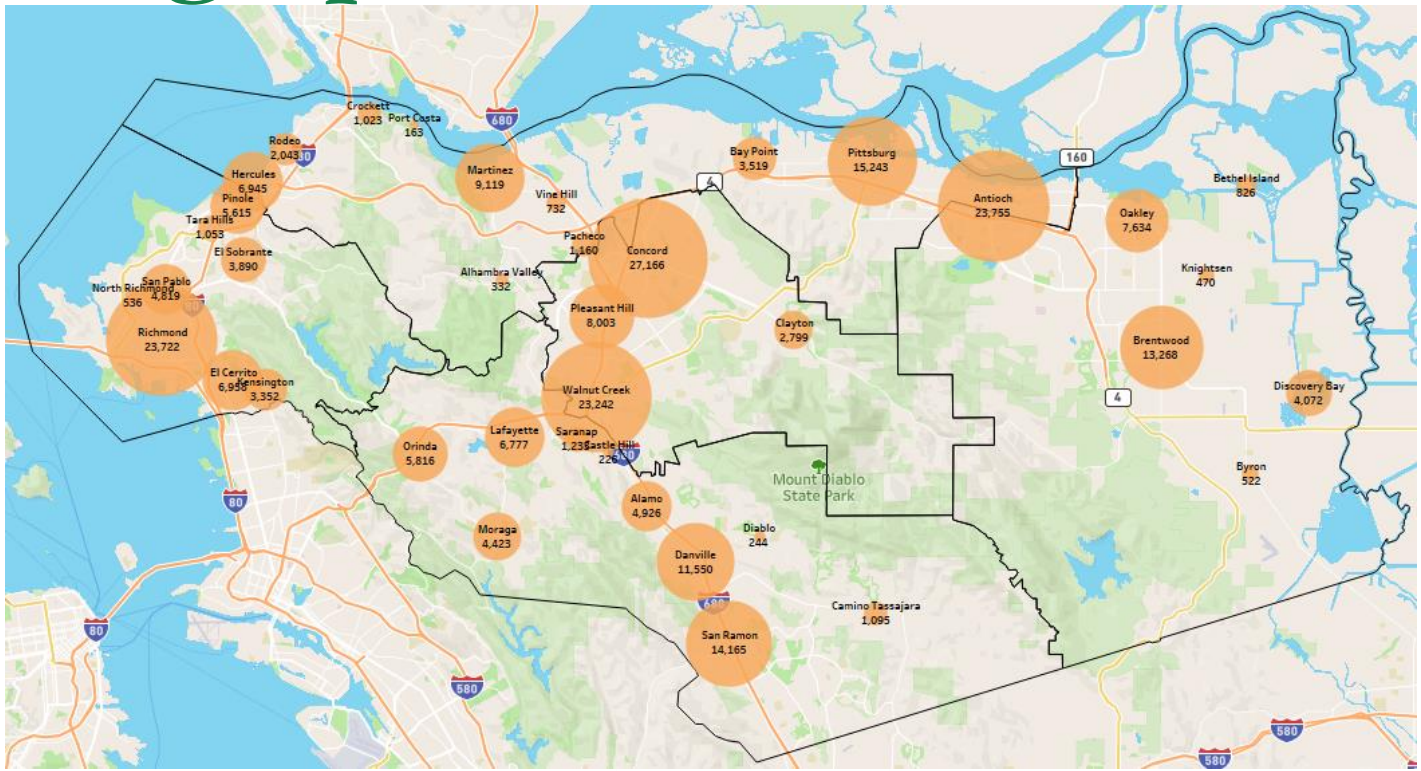
In 2023, 56,153 60+ residents have self-care or independent living difficulty

From 2020 to 2025, the number of 60+ residents increased by 41,661 (16%)



Source: CA Department of Aging – Data Dashboard

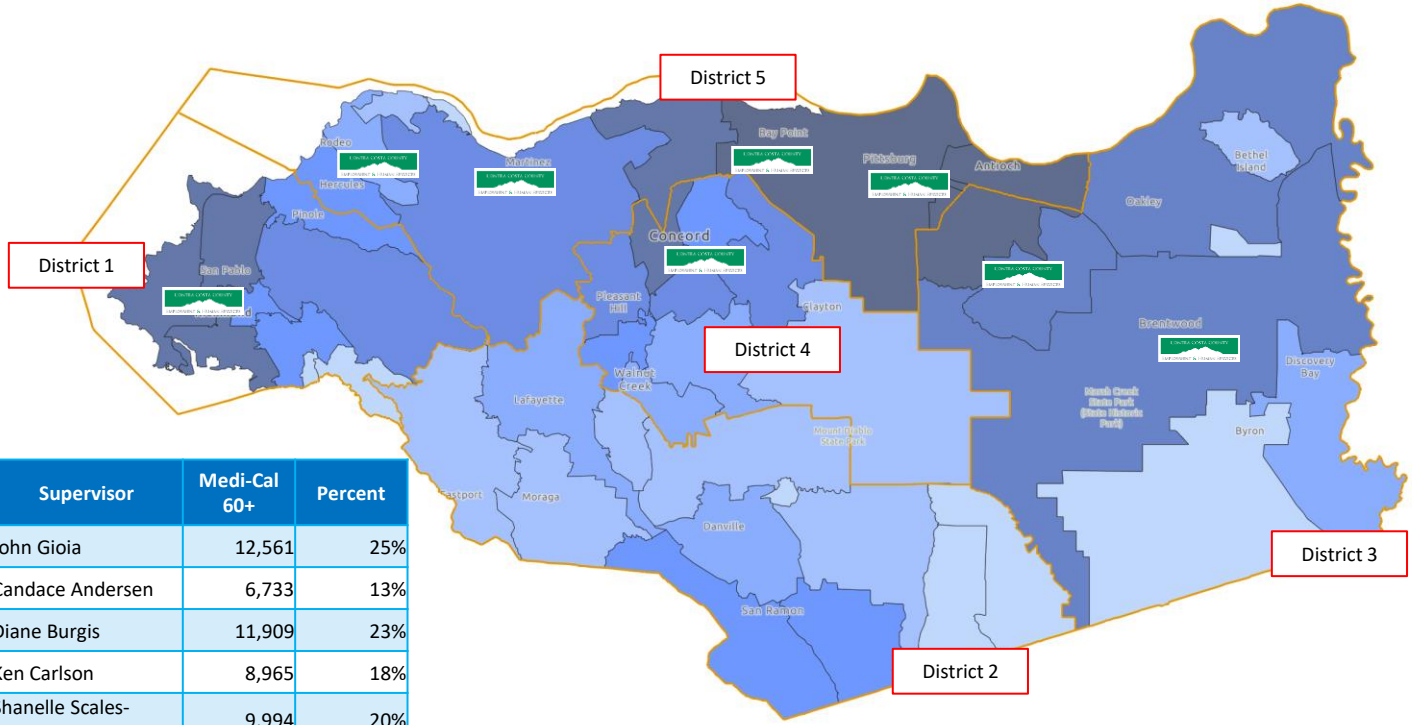
Geographic Distribution of 60+



Source: 2023 ACS Census 5-year Estimates, Table S1701

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Medi-Cal Beneficiaries 60+

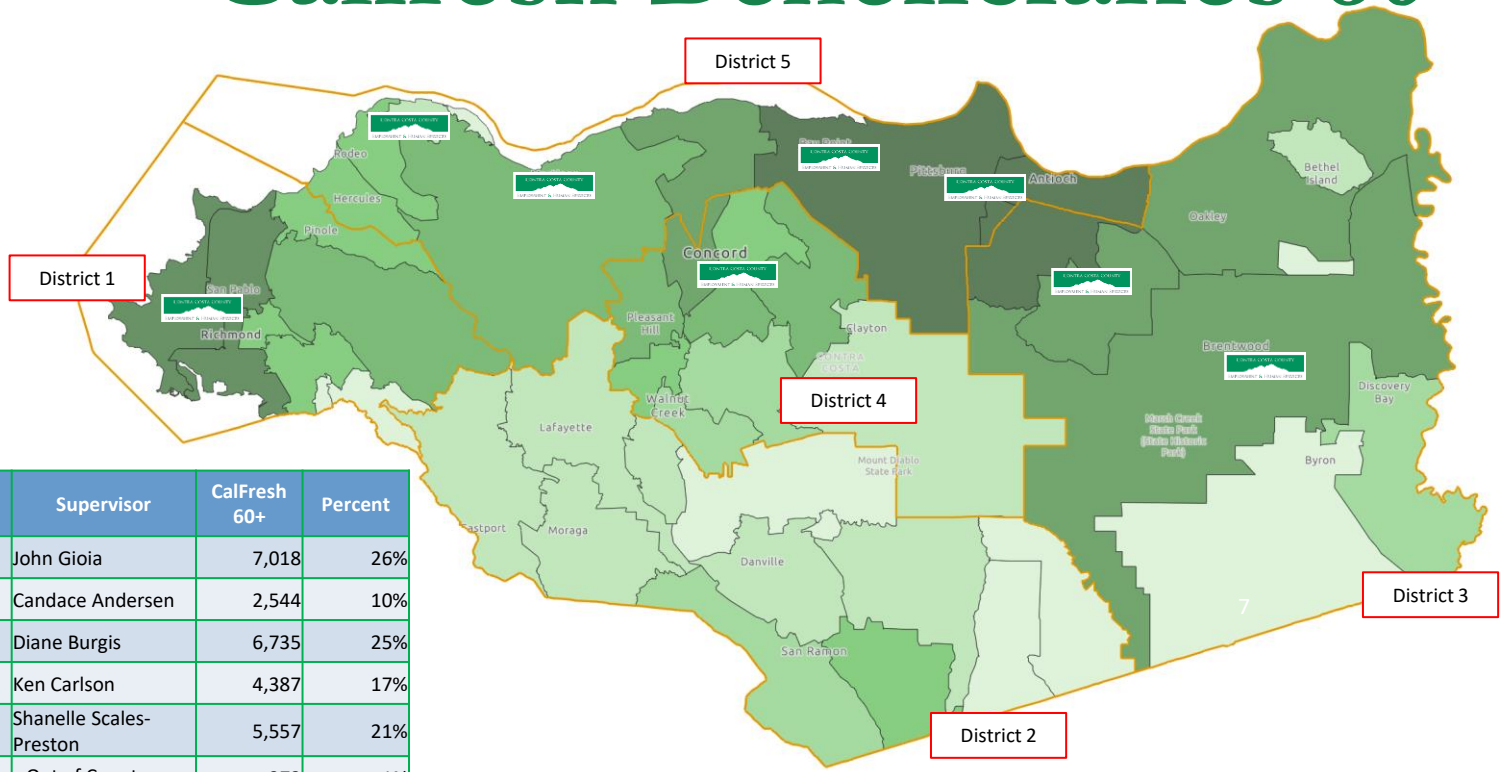


District	Supervisor	Medi-Cal 60+	Percent
1	John Gioia	12,561	25%
2	Candace Andersen	6,733	13%
3	Diane Burgis	11,909	23%
4	Ken Carlson	8,965	18%
5	Shanelle Scales-Preston	9,994	20%
	Out of County	705	1%
Total		**50,867**	**100%**

Source: CalSAWS May 2025

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Calfresh Beneficiaries 60+

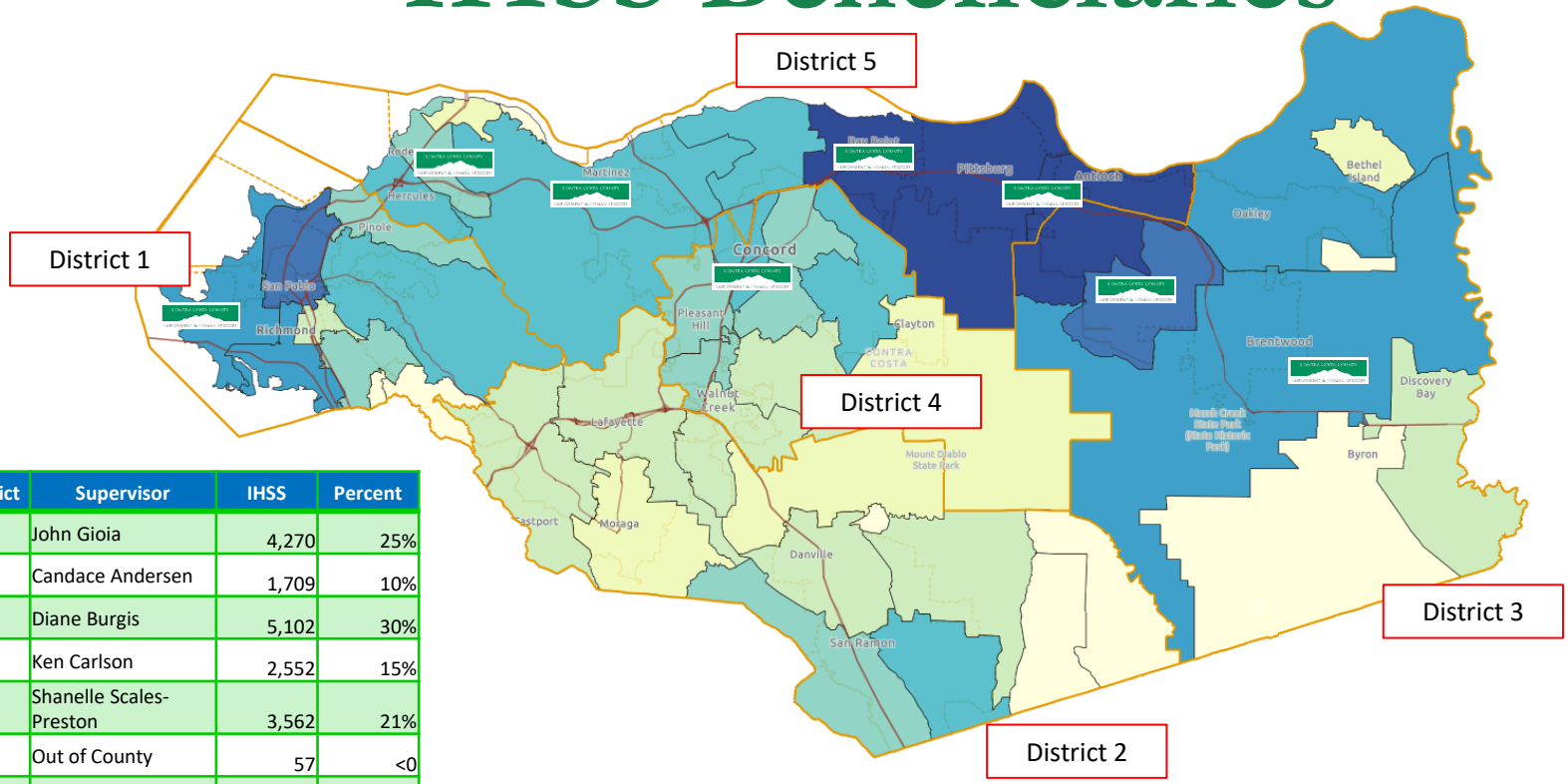


District	Supervisor	CalFresh 60+	Percent
1	John Gioia	7,018	26%
2	Candace Andersen	2,544	10%
3	Diane Burgis	6,735	25%
4	Ken Carlson	4,387	17%
5	Shanelle Scales-Preston	5,557	21%
	Out of County	273	1%
Total		**26,514**	**100%**

Source: CalSAWS May 2025

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

IHSS Beneficiaries



District	Supervisor	IHSS	Percent
1	John Gioia	4,270	25%
2	Candace Andersen	1,709	10%
3	Diane Burgis	5,102	30%
4	Ken Carlson	2,552	15%
5	Shanelle Scales-Preston	3,562	21%
	Out of County	57	<0
Total		**17,252**	**100%**

Source: CMIPS May 2025

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Aging & Adult Services Overview

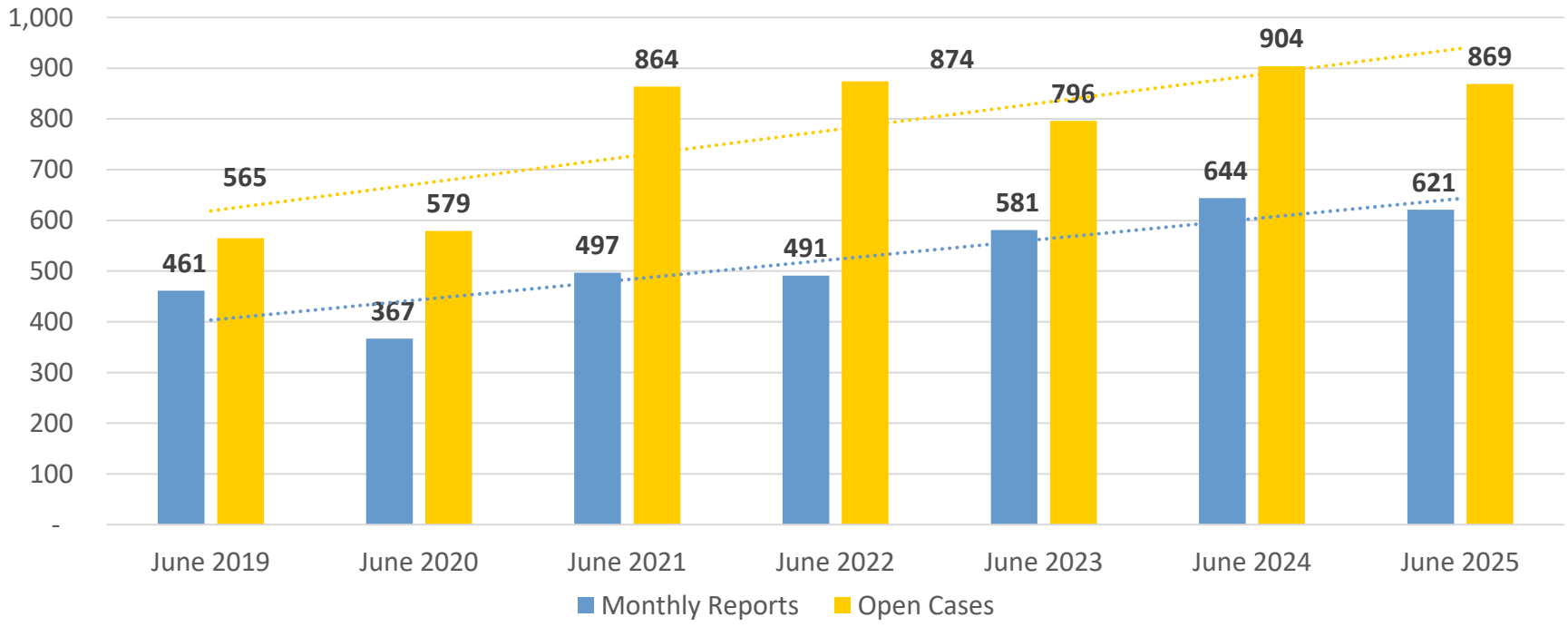


Aging & Adult Services Overview



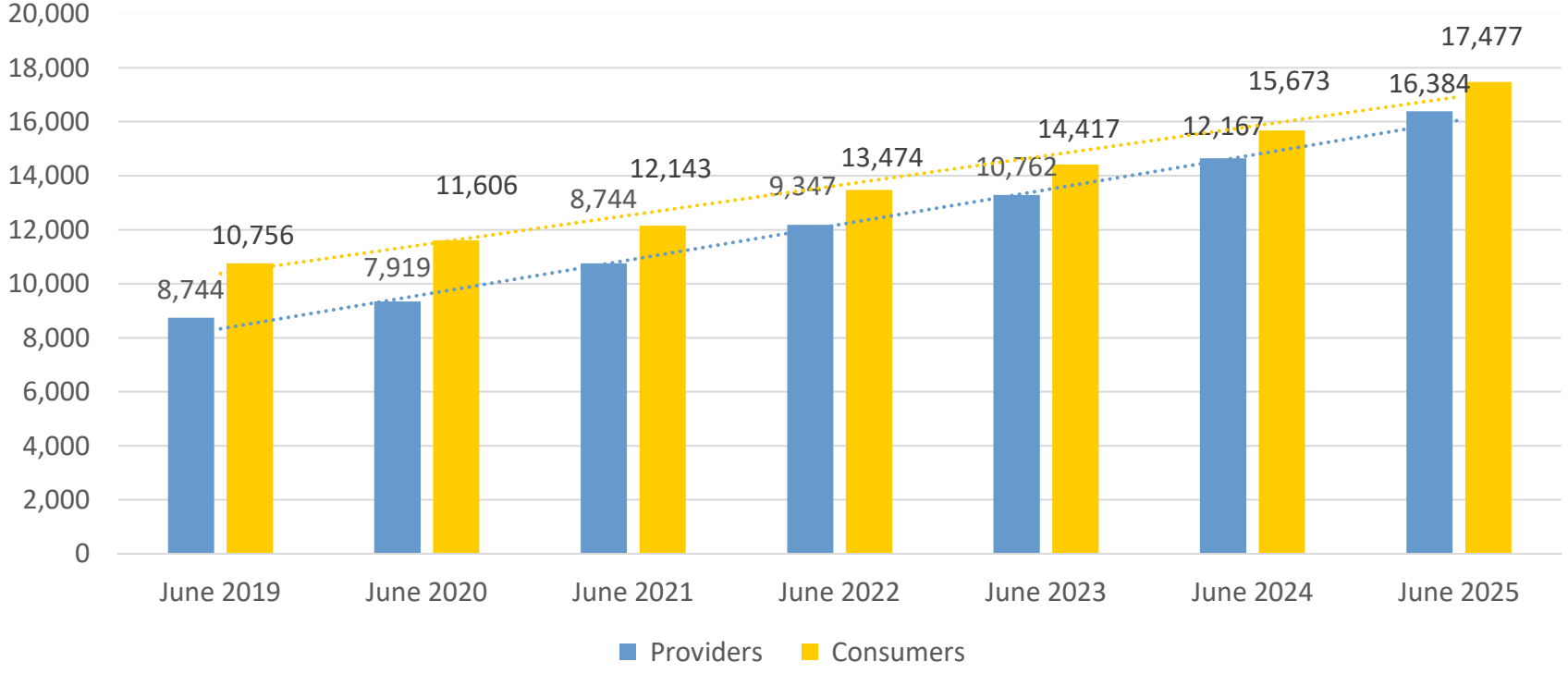
CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

APS Reports & Cases



Source: LEAPS

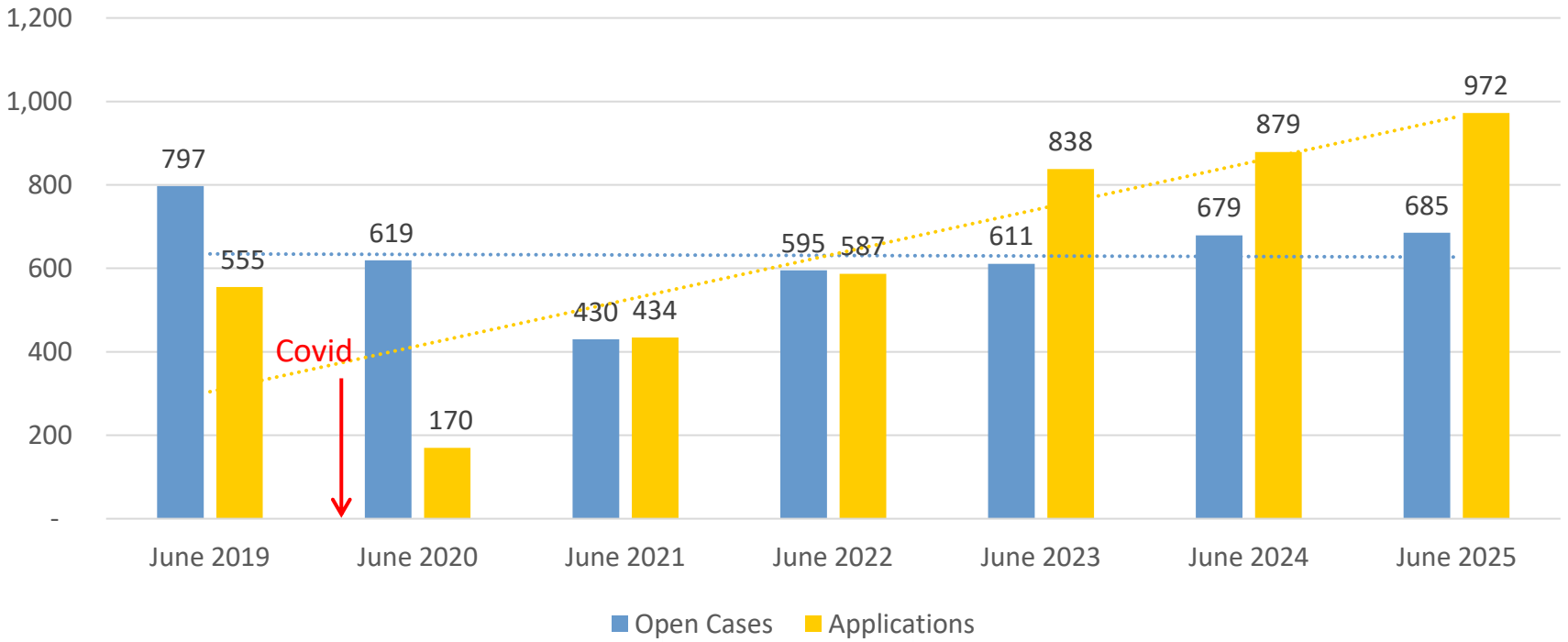
IHSS Providers & Consumers



Source: CMIPS and Care Tracker

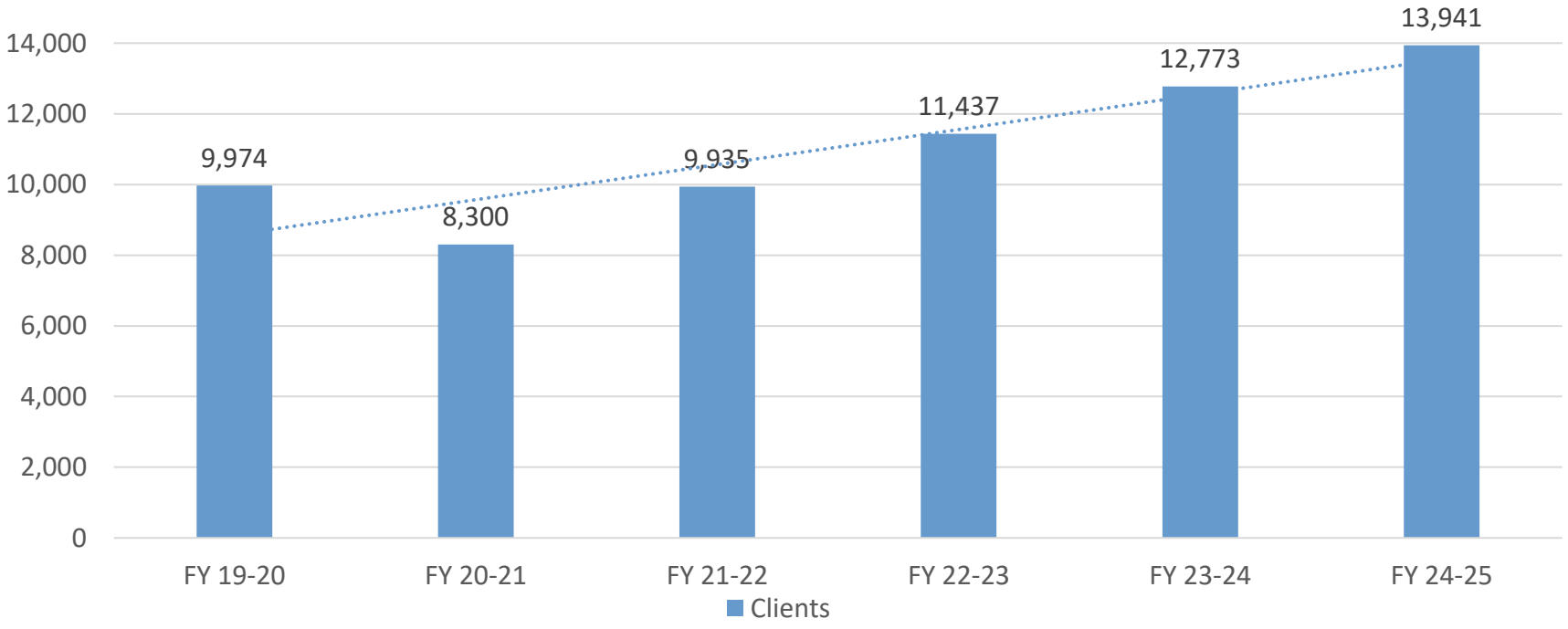
CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

GA Applications & Cases



Source: CalWIN CIS Reports

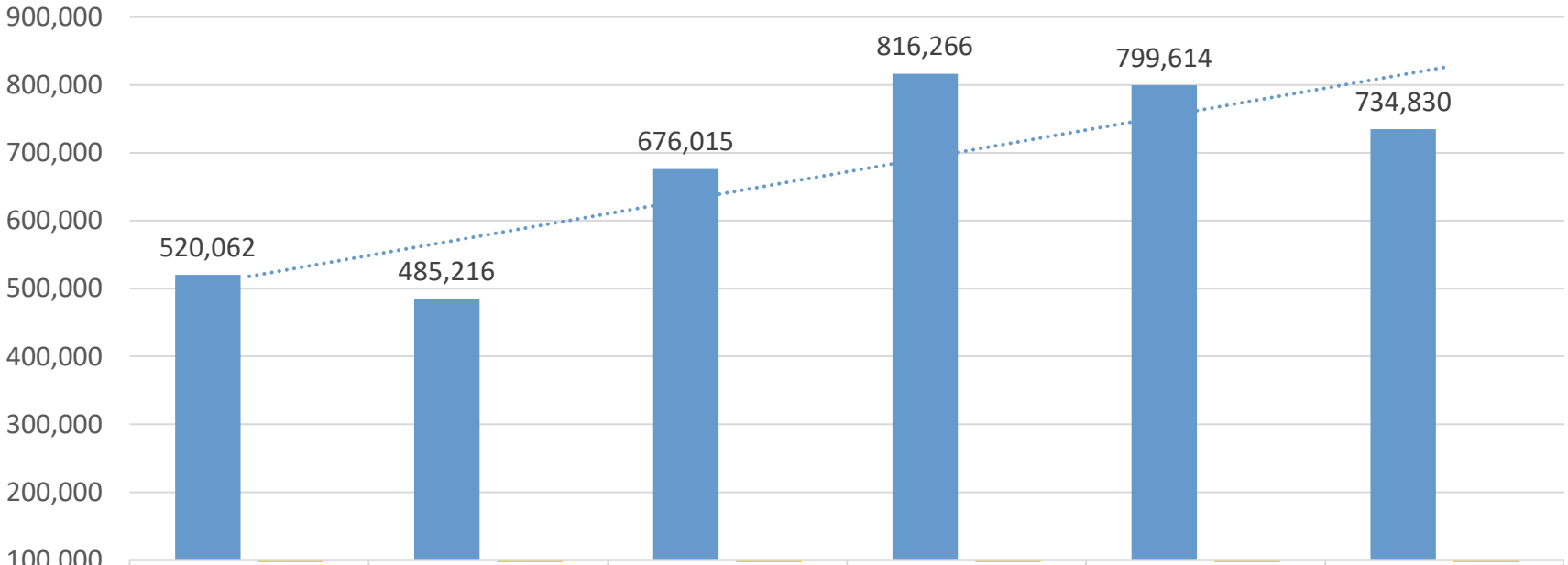
Area Agency on Aging Clients



Source: Get Care & Hi-CAP Aggregate Report

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

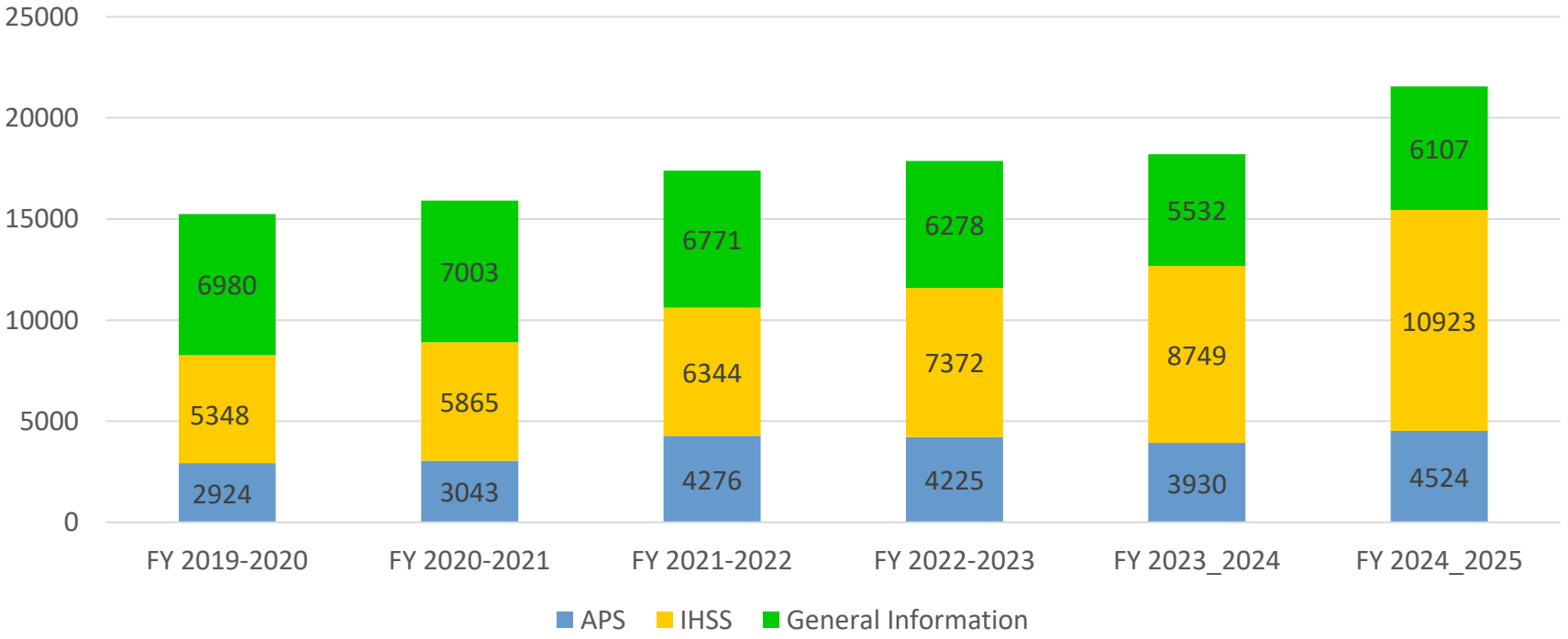
Home Delivered Meals & Clients



	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25
Meals	520,062	485,216	676,015	816,266	799,614	734,830
Clients	2,586	2,932	3,287	3,615	3,836	3,877

Source: Get Care

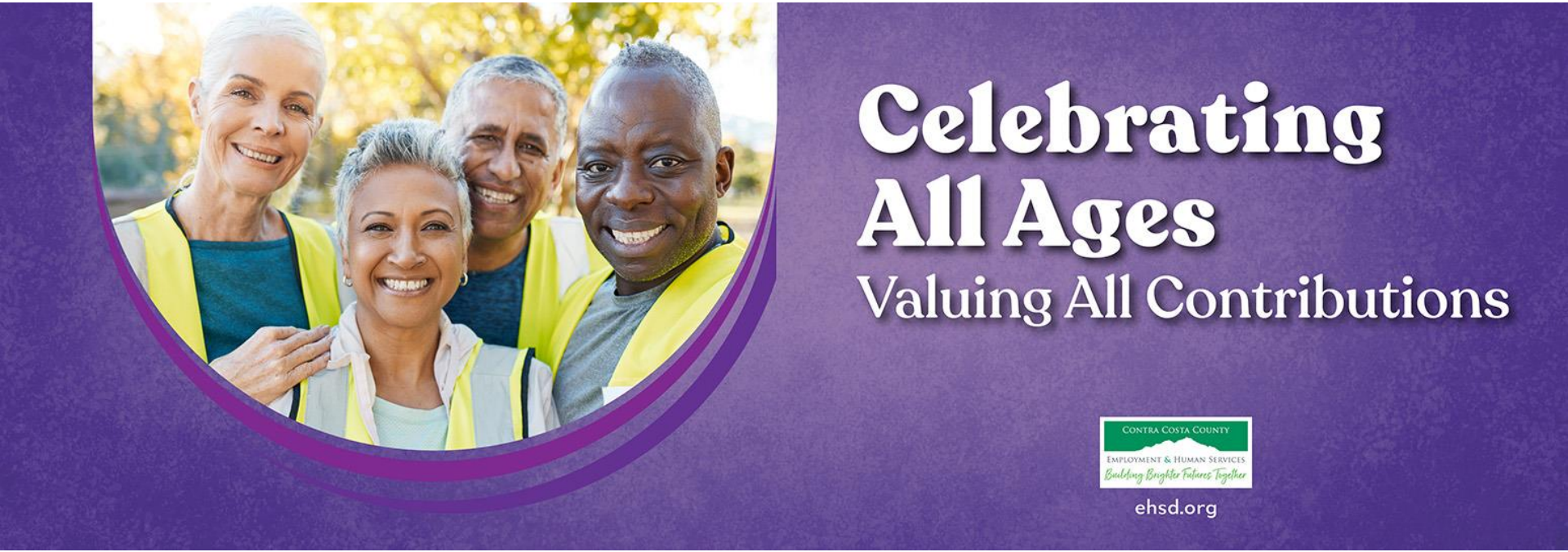
Area Agency on Aging Call Center



Source: In-Contact Reports

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Aging & Adult Services Initiatives



Initiatives

- Master Plan on Aging
- Age Friendly Campaign
- Guaranteed Income Project
- IHSS GIS Mapping



Building Brighter Futures Together

State & Federal Budget Impacts

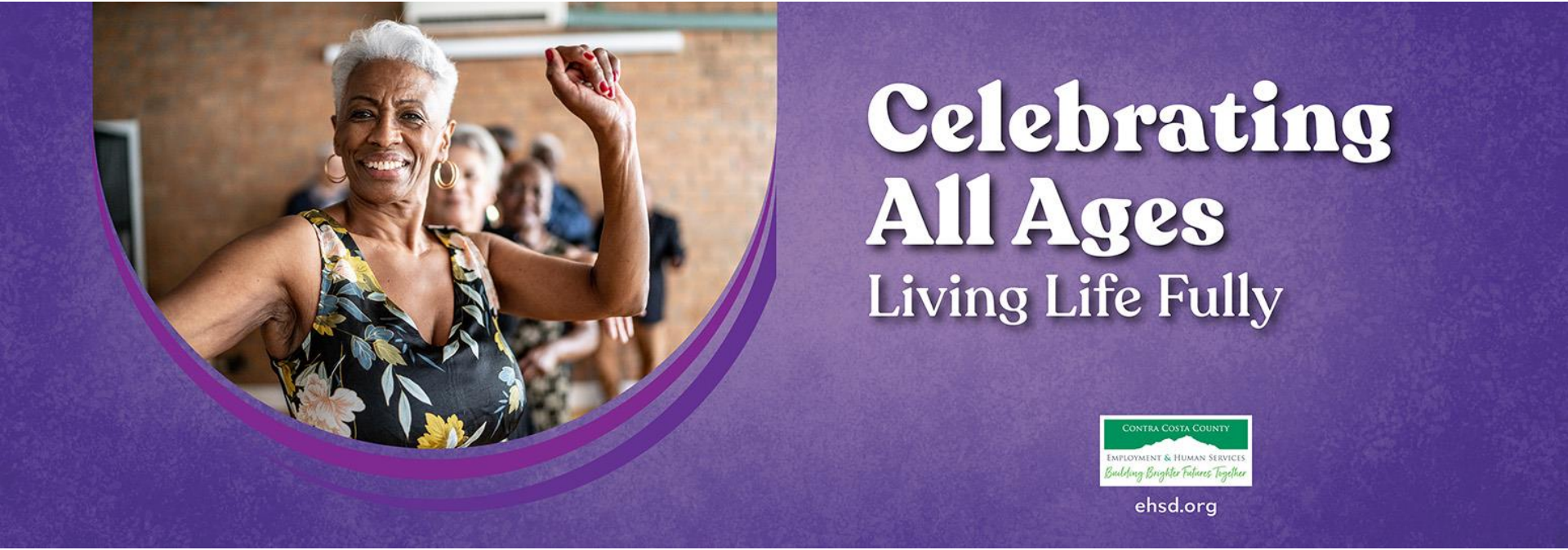


State & Federal Budget Impacts

- Reinstatement of Medi-Cal Asset limits ($130,000 individual + $65,000 additional household member) may impact IHSS Consumers
- SNAP-Ed funding for education programs eliminated
- Cost sharing for overdue IHSS cases

Building Brighter Futures Together

Questions and Feedback



Resources

- Senior Information Line: 800-510-2020
- IHSS Public Authority: (800) 333-1081

Building Brighter Futures Together

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4874 **Agenda Date:** 11/18/2025 **Agenda #:** D.5.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Major Impacts from H.R. 1 and the State Budget

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RECEIVE report on major impacts resulting from H.R. 1 and the State Budget on the County, and PROVIDE direction on next steps for analysis and implementation.

FISCAL IMPACT:
This is an informational item without any direct fiscal impacts.

However, H.R. 1 and the State Budget Agreement have major fiscal implications for the County. As a California general law county, Contra Costa County locally delivers a variety of federal and state services, including Medicaid (Medi-Cal), and SNAP (CalFresh).

BACKGROUND:
As a California general law county, Contra Costa County locally delivers a variety of federal and state services, including Medicaid (Medi-Cal), and SNAP (CalFresh). The County's operations and finances are dependent on federal and state policies because of these relationships. The 2025 federal budget reconciliation bill (H.R. 1) represents a significant shift in the relationship between the federal government and state/local governments. It introduces major fiscal and policy changes over a ten-year time frame, including reductions in access to and funding for hospitals, healthcare, food, and a variety of social safety net services.

The federal reconciliation bill includes a $911 billion cut to Medicaid (called Medi-Cal in California) and a $193 billion cut to SNAP (called CalFresh in California). These federal policies modify eligibility and benefits for low- and middle-income individuals and families, as well as immigrants. The shift in costs to state and local governments reduces overall resources and funding flexibility. Estimating these impacts, in terms of enrollment as well as costs, is challenging for a variety of reasons ranging from administrative uncertainty due to pending guidance, to general economic factors.

Timeline of Major Changes
The timeline of major impacts includes numerous statutory and administrative rule changes that have major, ongoing impacts to the County. In the current fiscal year, a number of new eligibility and recertification requirements take effect. Administrative and eligibility requirements increase costs to the County, while adding additional barriers to enrollment for the community. In terms of current year fiscal impacts, the largest County impact in FY25-26 is due to a reduction in Disproportionate Share Hospital payments.

The largest harms occur in out-years, when the new enrollment challenges-or changes in eligibility criteria-will reduce the population of eligible enrollees by reducing the number of people eligible for services through both SNAP (CalFresh) and Medicaid (Medi-Cal). These reductions in enrollment are particularly harmful for Medicaid/Medi-Cal, where the County retains certain responsibilities to provide care, regardless of coverage status. This increases the amount of unreimbursed care being provided, while also reducing the pool of resources to provide medical care.

CalFresh/SNAP Statutory Eligibility Changes
All Able-Bodied Adults Without Dependents (ABAWD) are subject to work, education, or community engagement requirements of 80 hours or more each month. Previously, the federal government allowed waivers for specific populations, and exempted certain populations, including adults ages 54 to 64, families with children ages 14 to 18, homeless individuals, veterans, and former foster youth ages 18-24. All of these groups, in addition to every other ABAWD individual, are now subject to the 80-hour per month community engagement requirements. These changes lead to increasing costs for eligibility and administration for the County, while increasing barriers for enrollees in these programs.

In addition to the community engagement requirements, ineligible non-citizens, including refugees, humanitarian parolees, asylees, and survivors of human trafficking and domestic violence, will no longer be able to receive CalFresh. In aggregate, these changes mean that fewer people in need will receive essential food and nutrition benefits, while increasing costs to the County.

CalFresh/SNAP Impacts
Food insecurity is expected to increase in our community over the next decade as a result of H.R. 1. CalFresh serves nearly 110,000 people in Contra Costa County each month, and based on statewide data, about 30% may risk losing benefits. On top of the new eligibility requirements, benefits amounts are also changing. Benefit amounts will stay flat for participants over time due to cost neutrality changes in the Thrifty Food Plan, reducing purchasing power. Together, the losses in eligibility and the declining purchasing power of SNAP benefits will harm participants and increase demand for other safety net services.

CalFresh/SNAP Cost Sharing
New costs will be shifted to the State and Counties through several mechanisms. California counties locally administer CalFresh eligibility and are responsible for complying with new eligibility and recertification requirements. The administrative cost sharing split will increase for Counties, compounding the impacts to Contra Costa and others. On top of that, a share of SNAP benefits cost is being shifted to States based on payment error rates. Historically, SNAP benefits have been 100% federally funded.

The federal portion of administrative cost sharing is reduced from 50% to 25%, while the state portion increases to 75%, up from 50%. The County's share of administrative costs, typically split 30% County and 70% State, will increase to 22.5% (from 15%) starting October 1, 2026.

H.R. 1 also shifts a share of SNAP benefit costs to states based on payment error rates. Benefit costs are anticipated to be 15% for California. Statewide, California administers approximately $12.8 billion in SNAP benefits annually, with an expected increase in State cost exceeding $1.8 billion each year. In today’s dollars, this would amount to new costs of approximately $40 million annually in Contra Costa.

Medi-Cal/Medicaid Statutory Changes
Eligibility and cost-sharing changes include the reinstatement of asset test limits, retroactive coverage reductions, and a number of changes for Medicaid Expansion Adults. Medicaid Expansion Adults earn between

100-138% of the Federal Poverty Level (FPL).

H.R. 1 adds work requirements, a 6-month redetermination, and new cost sharing (co-pays) for Medicaid Expansion Adults. State Medicaid coverage changes for immigrants and non-citizens include an enrollment freeze for adults aged 19+ with unsatisfactory immigration status (UIS) starting January 1, 2026. While not required for any other population in the program, monthly premiums for UIS adults aged 19-59 will start January 1, 2027. Refugees, humanitarian parolees, asylees, and survivors of human trafficking and domestic violence will no longer qualify for Medicaid starting October 1, 2026.

Medi-Cal/Medicaid Impacts
New eligibility requirements could apply to approximately half of enrollees and may result in a loss of coverage for an estimated 52,000 to 116,000 people in our County. Contra Costa County experiences greater impacts due to our vertically integrated system, in which the County is involved with healthcare at many levels. The County locally administers Medi-Cal eligibility, resulting in increasing eligibility and administration costs. In addition, the County administers the single health plan serving approximately 265,000 people, as well as a hospital and nine clinics. These cascading and interrelated impacts lead to uncertainty in modeling and forecasting.

Forecasting Challenges
Significant administrative uncertainty and ambiguity remains, as federal guidance, rules, and related state laws and regulations are still pending. Without clear guidelines, it is difficult to clearly understand the impacts on enrollment. In addition to administrative uncertainties, forecasting is challenged by demographic and economic factors, such as inflation, population changes, and general economic conditions. Economic conditions impact demands on the social safety net. County revenue streams like property tax and sales tax vary based on the economy. Additionally, the increasing cost of doing business, including labor negotiations and healthcare costs, further complicates forecasting.

Estimated Current Year Fiscal Impacts
The County has already lost an estimated $24.2 million in the current fiscal year due to a combination of funding reductions and new, unfunded responsibilities. These include Disproportionate Share Hospital (DSH) cuts, the loss of SNAP Education Funding, and Community First Choice Option Penalties for IHSS. Changes to Medi-Cal eligibility will significantly impact enrollment in outyears. Losses in revenue and increases in unfunded responsibilities will increase significantly in outyears. Anticipated annual impacts are likely to exceed $250 million, primarily due to escalating impacts of Medi-Cal changes on health plans, hospitals, and clinics.

Considerations and Next Steps
To address these challenges, the County will work to implement new requirements, monitor and engage on related state rulemakings or legislation to minimize the harm of these policies to the County and community, and continue to proactively monitor and forecast economic conditions. The County will also continue to refine estimates of impacts on participants and the County as additional information and guidance becomes available.

A schedule of regular updates to the Board has been proposed to allow the County to plan ahead and make operational adjustments, as needed. Key upcoming dates include department implementation detail updates on December 16, 2025, the Annual Board Retreat on February 3, 2026, and the Annual Budget Hearing on April 27-28, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
This item provides information to County leadership and the community about the impacts of federal and state policies on the County's finances, operations, and people we serve. Without this item, the Board will not be able to provide direction to County staff on next steps for implementation and analysis of these impacts.

Major County Impacts of H.R. 1 and the State Budget

Emlyn Struthers, Senior Deputy County Administrator
County Administrator's Office

November 18, 2025

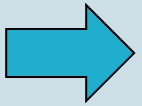
Agenda

1. Overview
2. Timeline of Major Changes
3. CalFresh/SNAP Statutory Changes
4. Medi-Cal/Medicaid Statutory Changes
5. Estimated Current Year Impacts
6. Considerations and Next Steps

Overview

1. H.R. 1 represents a major shift in the relationship between the federal government and state/local governments. Makes major policy changes over a ten-year time frame, including:
2. Reduces access and funding for hospitals, health care, food, nutrition education, safety net services
    i. $911 B cut to Medicaid (Medi-Cal, in California)
    ii. $193 B cut to SNAP (CalFresh, in California)
    a. Eligibility changes affect low- and middle-income individuals and families, as well as immigrants.
3. Shifts costs to state and local governments, reducing overall resources and funding flexibility.
4. State policies, especially for Medi-Cal, are compounding the harms.
5. Uncertainty and ambiguity make planning difficult:
    a. Includes or requires numerous statutory & administrative rule changes which have not yet occurred.
    b. Legal ambiguity, with provisions in litigation.

Timeline of Major Impacts

Fiscal Year	2025-2026	2026-2027	2027-2028	2028-2029
Medi-Cal Eligibility	**January 1, 2026** Reinstatement of asset limit. *(state)*	**October 1, 2026** Ineligible non-citizens no longer qualify for Medi-Cal. *(federal)* **January 1, 2027** Redetermine eligibility for Medicaid expansion adults once every six months. *(federal)*	*Increasing cost associated with uncompensated care, from federal/state reductions in coverage.*	
Medi-Cal Unsatisfactory Immigration Status (UIS)	**January 1, 2026** Freeze on Medi-Cal enrollment for undocumented ages 19 and older. *(state)* **July 1, 2027** Elimination of dental benefits for non-pregnant adults with UIS. ***(state)***	**January 1, 2027** Monthly premiums for people with UIS, ages 19-59). ***(state)***		
Medi-Cal Work/Community Engagement		**January 1, 2027** Mandatory work requirements for Medicaid expansion (MCE) adults. *(federal)*		
CalFresh/SNAP	**Upon Enactment** (*pending guidance*) Elimination of SNAP eligibility for refugees, asylees, Afghan evacuees, temporary protection status, humanitarian parole, and survivors of human trafficking and domestic violence. ABAWD waiver ends; work requirements resume. *(federal)*	**October 1, 2026** State share of Admin cost increases from 50% to 75%. State cost is split between the state and counties at a ratio of 70% state, 30% county. County Admin costs for SNAP are expected to increase from 15% to 22.5%. *(federal)*		**October 1, 2028** State agencies required to pay a percentage of SNAP benefit allotment for state error rate over 6%. *(federal)*
Other Medi-Cal Changes	**October 1, 2025** Disproportionate Share Hospital (DSH) Payments reductions begin. *(federal)*	**July 1, 2026** Elimination of Prospective Payment System payments for clinics. *(state)* **December 1, 2026** CalAIM (Medicaid Sec. 1115 waiver) Expires. *(federal)*	**October 1, 2027** Medicaid Provider Tax Reductions begins [impacts Prop 35]. *(federal)* **January 1, 2028** State Directed Payment phase down begins *(federal)*	**October 1, 2028** MCE Cost Sharing for 100-133% FPL (co-pays for services of up to $35) *(federal)*

CalFresh/SNAP Statutory Changes

1. All Able-Bodied Adults Without Dependents (ABAWD) subject to work, education, or community engagement requirements.
    a. 80 hours or more each month (approx. half-time)
2. Populations impacted by exemption changes:
    a. Adults age 54 to 64
    b. Families with children ages 14 to 18
    c. Homeless individuals
    d. Veterans
    e. Former foster youth ages 18-24
3. Ineligible non-citizens will no longer be able to receive CalFresh: includes refugees, humanitarian parolees, asylees, and survivors of human trafficking and domestic violence.

CalFresh/SNAP Impacts

1. Food insecurity will increase in our community over the next decade.
    a. CalFresh serves nearly ~110,000 people (~67,000 cases) in Contra Costa County in a given month.
    b. About 11-16% of cases may risk losing benefits due to reduction in work waivers.
    c. Benefit amounts will stay flat for participants over time due to the Thrifty Food Plan cost neutrality changes, reducing purchasing power.
2. New costs shifted to the State and Counties:
    a. California counties locally administer CalFresh eligibility and must comply with new eligibility and recertification requirements.
    b. Share of administrative costs is being increased for the County.
    c. Share of SNAP benefits cost is being shifted to States and will be passed along to Counties or take away State general funds available that would otherwise support CalFresh or other local programs.

CalFresh/SNAP Administrative Cost Sharing

1. Administrative Cost Sharing
    a. Federal portion reduced from 50% down to 25%
    b. State portion increases to 75%, up from 50%
    c. County share of administrative costs are typically split 30% County, 70% State
    d. Assuming same Admin Cost split with state, will increase County share to 22.5% (from 15%), starting October 1, 2026.
        i. Estimated to increase administrative costs by approximately $5 million annually.

2. Benefit Costs Shifted to States based on payment error rate
    a. Anticipated to be 15% for California.
        i. Statewide, California administers approximately $12.8 B in SNAP benefits annually.
        ii. Increase in State cost expected to exceed $1.8 B each year.
    b. Technically a State responsibility under H.R. 1
        i. Would amount to approximately $40 million annually in Contra Costa.

Medi-Cal/Medicaid Statutory Changes

1. Eligibility and Cost Sharing
    a. Retroactive coverage reductions *(state)*
    b. Reinstatement of the asset test limits *(state)*
    c. Medicaid Expansion Adults (100-138% of Federal Poverty Level (FPL)) *(federal)*
        i. Work requirements
        ii. 6-month redetermination for Medicaid Expansion Adults
        iii. Cost sharing for Medicaid Expansion Adults; co-pays start October 1, 2028.

2. Coverage Changes for Immigrants and Non-Citizens
    a. Enrollment freeze for unsatisfactory immigration status (UIS) adults ages 19+ (starts January 1, 2026) *(state)*
    b. Monthly premiums for UIS adults ages 19-59 (starts January 1, 2027) *(state)*
    c. Refugees, humanitarian parolees, asylees, trafficking or domestic violence survivors, among other humanitarian groups no longer qualify for Medicaid (starting October 1, 2026) *(federal)*

Medi-Cal/Medicaid Impacts

1. New eligibility requirements may result in a loss in full-scope Medi-Cal coverage for an estimated 52,000 to 116,000 people in our County.

2. As an organization, Contra Costa County is more impacted by these changes due to our integrated system:
    a. **Eligibility/Enrollment:** California counties locally administer Medi-Cal eligibility and must comply with new eligibility and recertification requirements for approximately 320,000 people.
    b. **Health Plan & Coverage:** Contra Costa operates the single plan for Medi-Cal that serves approximately 265,000 people.
    c. **Hospital & Clinics**: Medi-Cal covers nearly 335,000 people in Contra Costa County. Contra Costa operates a hospital and clinics that serve the majority of Medi-Cal enrollees in our County.

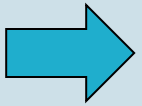
Forecasting Challenges

1. **Administrative uncertainty and ambiguity:**
    a. **Guidance, rules, and state laws** are pending.
    b. **Legal ambiguity**, with many provisions in litigation.
2. **Demographic and Economic Factors:**
    a. **Inflation**
    b. **Population**
    c. **General Economic Conditions:**
        i. Demands on social safety net increase in a recession.
        ii. Property tax, sales tax, and others revenue streams vary based on the economy.
3. **Increasing Cost of Doing Business**
    a. **Labor:** County is currently in labor negotiations.
    b. **Health:** Historically, health care costs—and the costs to deliver health care—outpace inflation.

Estimated Current Fiscal Year Impacts

1. The County has already lost $24.2 million as a direct result of H.R. 1 and the State Budget in the current fiscal year, compounding with other changes, lost revenue, and cost shifts from other policies.
    a. $24.2 million is a combination of funding reductions and new, unfunded responsibilities:
        i. Disproportionate Share Hospital (DSH) cuts
        ii. Community First Choice Option Penalties for IHSS
            – *Contra Costa overmatches/subsidizes IHSS administration*
        iii. Medi-Cal Enrollment Freeze for UIS Full-Scope Medi-Cal
2. Amounts will increase significantly in out years.
    a. Costs are anticipated to exceed $250 million annually in out years due to escalating impacts of Medi-Cal and hospital payment changes on health plan, hospitals and clinics (likely much higher).

Timeline of Major Impacts

Fiscal Year	2025-2026	2026-2027	2027-2028	2028-2029
Medi-Cal Eligibility	**January 1, 2026** Reinstatement of asset limit. *(state)*	**October 1, 2026** Ineligible non-citizens no longer qualify for Medi-Cal. *(federal)* **January 1, 2027** Redetermine eligibility for Medicaid expansion adults once every six months. *(federal)*	*Increasing cost associated with uncompensated care, from federal/state reductions in coverage.*	
Medi-Cal Unsatisfactory Immigration Status (UIS)	**January 1, 2026** Freeze on Medi-Cal enrollment for undocumented ages 19 and older. *(state)* **July 1, 2027** Elimination of dental benefits for non-pregnant adults with UIS. ***(state)***	**January 1, 2027** Monthly premiums for people with UIS, ages 19-59). ***(state)***		
Medi-Cal Work/Community Engagement		**January 1, 2027** Mandatory work requirements for Medicaid expansion (MCE) adults. *(federal)*		
CalFresh/SNAP	**Upon Enactment** (*pending guidance*) Elimination of SNAP eligibility for refugees, asylees, Afghan evacuees, temporary protection status, humanitarian parole, and survivors of human trafficking and domestic violence. ABAWD waiver ends; work requirements resume. *(federal)*	**October 1, 2026** State share of Admin cost increases from 50% to 75%. State cost is split between the state and counties at a ratio of 70% state, 30% county. County Admin costs for SNAP are expected to increase from 15% to 22.5%. *(federal)*		**October 1, 2028** State agencies required to pay a percentage of SNAP benefit allotment for state error rate over 6%. *(federal)*
Other Medi-Cal Changes	**October 1, 2025** Disproportionate Share Hospital (DSH) Payments reductions begin. *(federal)*	**July 1, 2026** Elimination of Prospective Payment System payments for clinics. *(state)* **December 1, 2026** CalAIM (Medicaid Sec. 1115 waiver) Expires. *(federal)*	**October 1, 2027** Medicaid Provider Tax Reductions begins [impacts Prop 35]. *(federal)* **January 1, 2028** State Directed Payment phase down begins *(federal)*	**October 1, 2028** MCE Cost Sharing for 100-133% FPL (co-pays for services of up to $35) *(federal)*

Next Steps

1. Work to implement new requirements.
2. Monitor and engage on related state rulemakings or legislation to minimize harms of these policies to the County and community.
3. Continue to proactively monitor and forecast economic conditions.
4. Continue to refine estimates of impacts on participants and county.
5. Plan ahead and adjust through regular updates to the Board:
    a. December 16, 2025: Health presentation
    b. February 3, 2026: Annual Board Retreat
    c. April 27-28, 2026: Annual Budget Hearing

Questions, Agenda Language, and Board Direction

1. RECEIVE report on major impacts resulting from H.R. 1 and the State Budget on the County, and PROVIDE direction on next steps for analysis and implementation.

File #: 25-4893 **Agenda Date:** 11/18/2025 **Agenda #:** D.6.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: COMMUNITY IMPACT FUND - SURVEY RESULTS & ALLOCATION RECOMMENDATIONS

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE allocations of Supervisorial District Community Impact Funds in an aggregate amount of $1,265,000:

   a. District II: $1,000,000 (Attachment A)
   b. District III: $252,500 (Attachment B)
   c. District V: $12,500 (50% of allocation to City of Antioch Police Department, split with District III)

2. APPROVE and AUTHORIZE the each District Supervisor, or designee, identified in Recommendation No. 1 above to enter into contracts related to the allocation of Community Impact Funds;

3. ACCEPT update on the results of the Community Impact Fund Community Survey; and

4. PROVIDE direction on next steps, including the use of $9,729,868 in General Fund Appropriation for Contingencies (the remainder of COVID-19 FEMA Reserve funds) (4/5 vote required).

FISCAL IMPACT:

On June 24, 2025, the Board indicated a desire to allocate $1 million per District from COVID-19 FEMA Reserve funds (now General Fund Appropriation for Contingencies) for direction by each District Supervisor following a community engagement process within each Supervisorial District.

Subsequently, on July 8, 2025, the Board allocated $15,000 per District to fund the costs of community engagement processes to help inform allocation of $1 million District grant programs. The $15,000 per District amounts are separate and in addition to the $1 million per District allocations.

Today's action requests that the Board authorize Community Impact Fund allocations in an aggregate amount of $1,265,000, following community engagement and allocation solicitation processes facilitated by Supervisorial District II, III and V.

BACKGROUND:

Establishment of the COVID-19 FEMA Reserve

On April 22, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6639234&GUID=5C143422-E0CD-4C15-8BD0-36C645A7A9A6&Options=ID%7CText%7C&Search=FEMA&FullText=1>, the Board of Supervisors directed the County Administrator to claim $37,544,395 in remaining American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to offset a portion of the General Fund subsidy to the Hospital Enterprise Fund in FY23-24. In addition, the Board directed the County Administrator to take the following actions:

1. Include a General Fund Assigned Reserve designation in a like amount at the conclusion of FY23-24 in recognition of FEMA claims that have not yet been obligated or received and to return to the Board at least annually with an update as to the status of COVID-19 era FEMA Public Assistance program claims; and

2. At that time the Board would make determinations as to whether the General Fund Assigned Reserve designation amount should be reduced based on additional revenue received from FEMA.

On April 30, 2024, the County Administrator's Office processed the final CSLFRF claim in the amount of $37,544,395 as directed by the Board and subsequently reported the transaction in the next quarterly report to the United States Treasury Department effectively concluding the County's ARPA CSLFRF program.

On June 4, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6710249&GUID=5271BE5F-4693-4317-BFDD-C612A4C0B957&Options=ID|Text|&Search=FEMA>, the Board authorized a second transaction to draw the full balance of the ARPA Local Assistance and Tribal Consistency Fund (LATCF) in the amount of $100,000 and similarly allocate a like amount to General Fund Assigned Reserve status.

On September 24, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6869480&GUID=4302899F-FFF5-4CA4-9F52-1AF888B7FDAF&Options=ID%7CText%7C&Search=FEMA&FullText=1>, the Board of Supervisors approved the FY24-25 Adopted Budget as Finally Determined, which includes mandatory schedules outlined in the County Budget Act. *Schedule A, titled "Detail of Provisions for Obligated Fund Balances for Fiscal Year 2024-2025 Final Budgets <https://contra-costa.legistar.com/View.ashx?M=F&ID=13319952&GUID=E180B601-6361-453C-8367-36097CE1ACEE>"* includes a provision for the combined $37,644,395 General Fund Assigned Fund Balance (henceforth referred to as the "COVID-19 FEMA Reserve"), in compliance with the direction from the Board on April 22, 2024 and June 4, 2024 as outlined above.

Year 1 COVID-19 FEMA Reserve Report

In compliance with the Board's direction from April 22, 2024, the County Administrator returned to the Board of Supervisors on April 28, 2025 to provide a Year 1 report on the status of COVID-19 era FEMA Public Assistance program claims. The report was integrated into the FY25-26 budget hearing process. Specifically, the County Administrator' s report indicated that, as of April 21, 2025, the County had received $74,003,942, or 89.7% of anticipated COVID-19 FEMA Public Assistance funding across 20 of 23 applications

for reimbursement. Of the three (3) projects that the County had not yet received funding for, the California Office of Emergency Services (CalOES) and FEMA had already approved the County's full funding request and the payments were being processed.

Below is a complete reconciliation of projects as provided to the Board at the April 28, 2025 presentation:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 4/21/2025

Project #	Submitted Projects	Estimated Claim	Received	FEMA Submission Date	Obligation Metrics[2] Obligation Date	Obligation Metrics[2] Obligation Months	Payment Metrics[3] Payment Date	Payment Metrics[3] Payment Months
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	1/27/2021	3/25/2021	1.9	9/3/2021	5.4
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	1/28/2021	6/23/2021	4.9	8/25/2021	2.1
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	1/28/2021	8/25/2021	7.0	11/10/2021	2.6
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	5/20/2021	7/13/2021	1.8	9/3/2021	1.7
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	9/10/2021	2/25/2022	5.6	3/23/2022	0.9
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	12/21/2022	2/10/2023	1.7	4/24/2023	2.4
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	12/21/2022	10/16/2023	10.0	11/30/2023	1.5
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	12/30/2022	1/30/2024	13.2	3/19/2024	1.6
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	10/18/2021	6/3/2024	32.0	12/20/2024	6.7
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	7/26/2021	6/3/2024	34.8	12/9/2024	6.3
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	680,296	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	7/7/2022	6/26/2023	11.8	8/28/2023	2.1
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	12/21/2022	10/3/2024	21.7	1/30/2025	4.0
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	6/5/2023	5/23/2024	11.8	2/20/2025	9.1
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	6/29/2022	11/7/2023	16.5	4/5/2024	5.0
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	11/3/2022	7/25/2024	21.0	1/16/2025	5.8
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,369,236	9/25/2023	2/5/2024	4.4	6/3/2024	4.0
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	0	12/28/2022	7/19/2024	19.0		
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	0	12/30/2022	10/4/2024	21.5		
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	0	7/31/2023	10/3/2024	14.3		
	TOTAL	**$ 82,470,577**	**$ 74,003,942**					
	as % of Total Estimated Claims	*100%*	*89.7%*					
	Total Projects	*23*	*20*					

= Paid; Project Closed Out = Paid; Pending Closeout = Pending Payment = Pending Payment; Project Closed Out

Based on this status report, the County Administrator recommended to the Board that up to $20,971,026 be reclassified from Assigned fund balance to Unassigned fund balance at the conclusion of FY24-25.

This figure was derived from a calculation taking into account three specific factors:

1. The amount outstanding related to COVID-19 FEMA Public Assistance claim payments not yet received totaling $8,177,747;

2. Retention of 10% of the County's total obligated COVID-19 FEMA claims in case of future audit totaling $8,218,169; and

3. $277,453 related to the County's share of Fair Market Value (FMV) costs related to capital assets procured as part of the County's COVID-19 response efforts.

The table below provides a reconciliation between the original COVID-19 FEMA Reserve amount and the proposed amount for FY25-26:

COVID-19 FEMA General Fund Reserve Calculation	
FY24-25 Beginning Balance ("Assigned" Fund Balance)	**$ 37,644,395**
Less:	
FEMA Payments Outstanding	$ 8,177,747
10% Audit Reserve (3 Years Post Closeout; FY28-29)	$ 8,218,169
Project 698619 - County Fair Market Value Share	$ 271,453
Project 731586 - County Fair Market Value Share	$ 6,000
Recommended for Retention as "Assigned" on 6/30/25	**$ 16,673,369**
Available for Release to "Unassigned" on 6/30/25	**$ 20,971,026**

Ultimately, the Board directed the County Administrator to continue to return annually to provide similar updates on the status of the COVID-19 FEMA Reserve and to decrease amount held in the COVID-19 FEMA Reserve fund balance by $20,971,026, from $37,644,395 to $16,673,369 for FY25-26 - consistent with the County Administrator's recommendation.

Allocation of Released COVID-19 FEMA Reserve - $20,971,026

The reduction of the COVID-19 FEMA Reserve in the amount of $20,971,026 effectively reclassified that funding amount from Assigned General Fund Balance to Unassigned General Fund Balance.

Following that reclassification, and as part of the FY25-26 budget hearings, the Board allocated $6,241,158 of the released funding to support certain programs and designated the remaining $14,729,868 to be appropriated within the General Fund "Appropriation for Contingencies". Appropriations for Contingencies is a unique cost center within the General Fund containing appropriated funds - typically for use in exigent circumstances - and specifically requires a four-fifths (4/5s) vote of the Board for any transfers from that cost center.

Below is a reconciliation of allocations of the released $20,971,026 COVID-19 FEMA Reserve:

COVID-19 FEMA General Fund Reserve FY25-26 Allocation of Released Funding	
SAFE Center	$ 3,500,000
Stand Together CoCo	$ 2,341,158
Refugee Resettlement	$ 400,000
Appropriation for Contingencies	$ 14,729,868
Total	**$ 20,971,026**

Update on Status of COVID-19 FEMA Public Assistance Claims - as of October 10, 2025

Since the adoption of the FY25-26 budget, the County has received the remaining three (3) COVID-19 FEMA

Public Assistance program claims anticipated during the April 2025 budget hearings along with an additional allocation related to a testing claim cumulatively totaling $8,181,373. As of this writing, the County has received $82,185,315, or 99.7% of anticipated funding across all 23 reimbursement requests submitted.

The County continues to work with FEMA and CalOES on formal closeout of three (3) projects and anticipate a final payment to the County of approximately $112,421 at conclusion.

Below is a complete reconciliation of COVID-19 FEMA projects as of October 10, 2025:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 10/10/2025

Project #	Submitted Projects	Estimated Claim	Claimed	Received
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	$ 144,796
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	276,467
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	380,374
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	384,174
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	417,331
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	2,006,732
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	2,805,170
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	1,240,517
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	555,062
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	637,756
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	50,042
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	13,886,851
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	4,012,966
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	686,296	686,296
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	10,197,540
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	3,649,683
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	979,848
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	4,914,058	5,256,138
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	1,295,515	1,295,515
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	14,515,020
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	15,797,082
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,823,534	1,711,112
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	1,620,297	1,298,844
	TOTAL	**$ 82,470,577**	**$ 82,294,110**	**$ 82,185,315**
	as % of Total Estimated Claims	*100%*	*99.8%*	*99.7%*
	Total Projects	*23*	*23*	*23*

= Paid; Project Closed Out = Paid; Pending Closeout

Establishment of Community Impact Fund Program

Following the FY25-26 budget hearings, the Board established and developed the Community Impact Fund program using the former FEMA Reserve funds over the course of several Board meetings between June and November 2025. Below is a summary of actions from each meeting:

Board Direction on June 24, 2025

On June 24, 2025, the Board provided direction on next steps to staff, including:

1. Indicated a desire to allocate $1 million per District from the General Fund Appropriation for Contingencies for direction by each District Supervisor, requested each Supervisor to conduct a community engagement process within their respective Districts and the County Administrator to provide a webpage to gain public input on allocations specifically for rapid rehousing, food insecurity and rental assistance;

2. The County Administrator's Office was directed to return to the Board on July 8, 2025 with information to assist the Board in making funding allocations to each District office for cost of conducting community outreach, including town hall meetings in each Supervisorial District, regarding the allocation of funds identified in No. 1 above; and

3. The Board and the County Administrator would return to the August 5, 2025 Board meeting to report on the outcomes of the community engagement processes outlined above and determine whether to make further allocations from the General Fund Appropriation for Contingencies in addition to the $5 million previously identified for District allocations.

Board Direction on July 8, 2025

On July 8, 2025, the Board provided direction on next steps to staff, including:

1. Setting October 21, 2025 as the return date for the discussion on the allocation of each $1 million Supervisorial District allocation to allow each District office sufficient time to establish their respective community engagement processes and to allow time for better understanding of the local impacts to the County from federal legislation and state budget adoption;

2. Directed staff to work with each District office on a proposed set of common questions for use in facilitating a community survey. The community survey could be used by each Supervisorial District office while conducting their respective community engagement processes as well as being posted on the County website for interested parties to complete; and

3. Return to the Board on August 12, 2025 for final review and approval of the community survey and distribution approach.

Board Direction on August 12, 2025

On August 12, 2025, the Board provided direction on next steps to staff, including:

1. Formally titling the grant program the "Community Impact Fund"; and

2. Provided final feedback on and authorized release of the Community Impact Fund Community Survey.

Board Direction on October 21, 2025

On October 21, 2025, the Board authorized initial allocations from the District IV Community Impact Fund program totaling $474,625.

Board Direction on November 4, 2025

On November 4, 2025, the Board authorized additional allocations from the District IV Community Impact Fund program totaling $511,600.

Release of Community Impact Fund Survey and Allocation Logistics

Following direction from the Board on August 12, 2025, the County Administrator's Office finalized and released the Community Impact Fund Survey on August 25, 2025 in both English and Spanish. The survey ran through September 30, 2025 and received 2,758 community responses.

Consistent with the discussion at the August 12, 2025 Board meeting, staff developed a public dashboard to communicate the results of the survey, including the ability to disaggregate survey responses through several demographic filters.

The Community Impact Fund Survey Dashboard has been published and can be accessed here: <https://www.contracosta.ca.gov/Community-Impact-Fund>.

In addition, the County Administrator's Office has provided Supervisorial District staff with logistical support in preparation for presenting allocations for final approval to the full Board. This includes developing a common reporting spreadsheet to summarize allocation proposals by District and developing a process to assist in the timely development of related contracts following approval by the Board.

Conclusion

Today's action requests that the Board allocate an additional $1,265,000 of Community Impact Funds from the Supervisorial District II, III and V allocations following a comprehensive community engagement and funding solicitation processes led by each District office.

In addition, the Board is receiving an update on the outcome of the Community Impact Fund Survey and an updated report on certain Food Security, Rapid Rehousing and Rental Assistance programs operated by the County.

CONSEQUENCE OF NEGATIVE ACTION:

The Community Impact Fund allocations sponsored by Supervisorial Districts II, III, and V will not be formally approved by the Board.

Community Impact Fund
Survey Results & Allocation Discussion

County Administrator's Office

November 18, 2025

Agenda

1. Recap of Board Actions to Date
2. Recap of Financial Allocations for Community Impact Fund
3. Update on Status of COVID-19 FEMA Cost Recovery
4. Community Impact Fund Survey Results
5. Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs
6. Recommendations
7. Discussion/Questions

Recap of Board Actions to Date

1. June 24th Board Meeting
    a. Established District Allocations. Allocated $1 million per District from General Fund Appropriation for Contingencies for allocation
2. July 8th Board Meeting
    a. Community Engagement Allocation: Allocated $15,000 per Supervisorial District to conduct community engagement processes related to the grant program.
    b. Community Survey Development: Directed the County Administrator's Office to develop a community survey to supplement the community engagement processes and return on August 12th for final review and approval by the Board.
    c. Return to the Board on October 21, 2025. Discuss the $1 million per District allocations following community engagement processes carried out by each Supervisorial District.
3. August 12th Board Meeting
    a. Formal Title. Titled Grant Program "Community Impact Fund"
    b. Finalized Survey. Community Impact Fund Survey is finalized with feedback from the Board and directed staff to release the survey
4. October 21st & November 4th – District IV Allocations

Policy Recap – FY25-26 COVID-19 FEMA Reserve

1. As part of the FY25-26 Budget Adoption, the **Board allocated $6,241,158 from the $20,971,026** recommended for release.
2. Took **prudent fiscal action to appropriate the remaining $14,729,868 to the General Fund – Appropriation for Contingencies** in FY25-26
3. In June 2025, **allocated $5 million from General Fund – Appropriation for Contingencies** to fund the Community Impact Fund program
4. **$9,729,868** of original appropriation remains in **General Fund – Appropriation for Contingencies (4/5 Vote Required)**

COVID-19 FEMA General Fund Reserve FY25-26 Allocation of Released Funding		
SAFE Center	$	3,500,000
Stand Together CoCo	$	2,341,158
Refugee Resettlement	$	400,000
Appropriation for Contingencies	$	14,729,868
Total	**$**	**20,971,026**

Status of COVID-19 FEMA Claims

1. Since the FY25-26 Budget Adoption, the **County has received an additional $8,181,373** in anticipated FEMA reimbursements

2. FEMA COVID-19 **Cost Recovery now at 99.7% of estimated revenue** with no disallowments

3. County **waiting for final payment of $112,421** for closeout of "Cat Z" management costs (Ernst & Young consulting)

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 10/10/2025

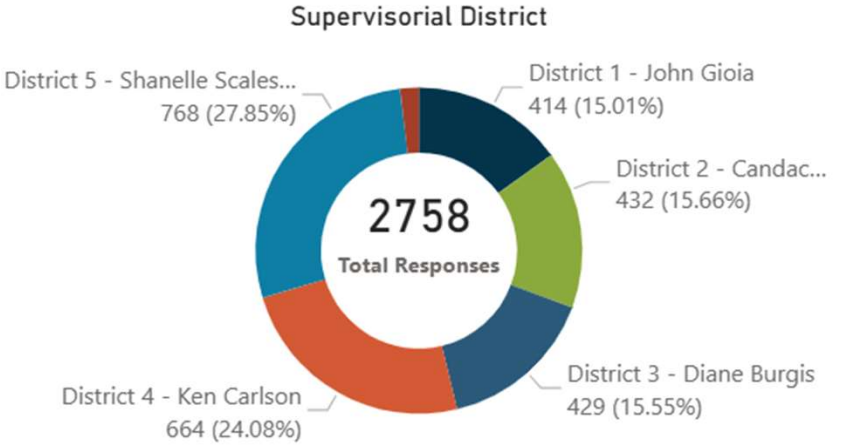
Project #	Submitted Projects	Estimated Claim	Claimed	Received
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166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	380,374
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	384,174
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	417,331
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	2,006,732
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	2,805,170
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	1,240,517
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	555,062
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	637,756
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	50,042
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	13,886,851
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	4,012,966
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	686,296	686,296
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	10,197,540
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	3,649,683
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	979,848
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	4,914,058	5,256,138
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	1,295,515	1,295,515
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	14,515,020
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	15,797,082
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,823,534	1,711,112
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	1,620,297	1,298,844
	TOTAL	**$ 82,470,577**	**$ 82,294,110**	**$ 82,185,315**
	as % of Total Estimated Claims	*100%*	*99.8%*	*99.7%*
	Total Projects	*23*	*23*	*23*

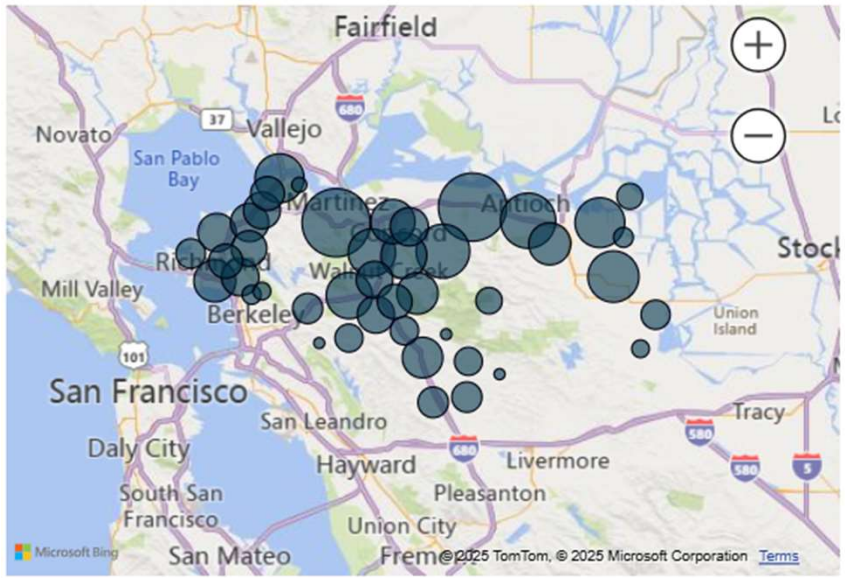
Community Impact Fund Survey

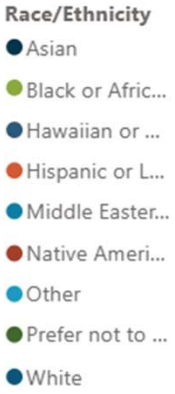
- **Structure**
  - 10 general sentiment questions
  - Six (6) demographic questions *(without Personally Identifiable Information (PII))*
  - 2,578 Responses collected
  - Posted August 25 – September 30th
  - Survey Results Dashboard - https://www.contracosta.ca.gov/Community-Impact-Fund
- **Reminders**
  - **Not a Scientific Survey**. Survey results are a reflection of those who completed the survey, not targeted populations within the County.
  - **No PII Collected**. May result in duplication and not able to clarify incomplete responses.

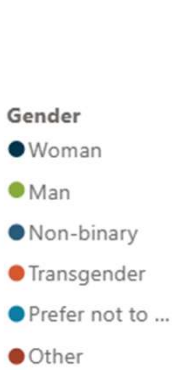


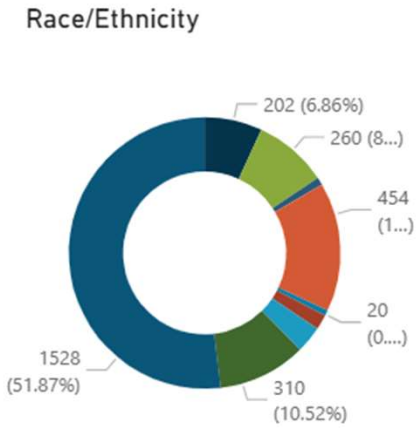
Community Survey - Demographics

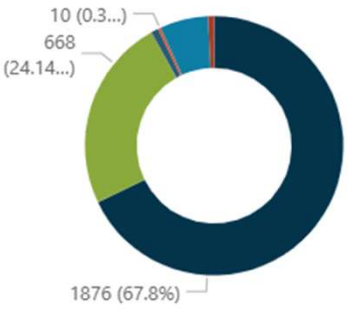






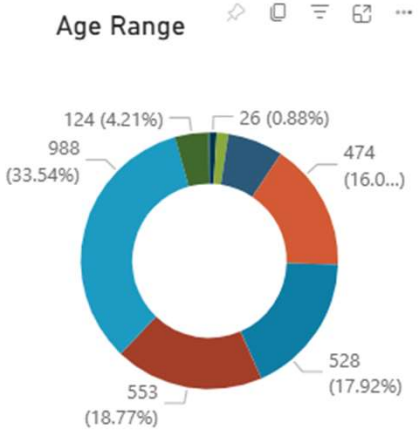


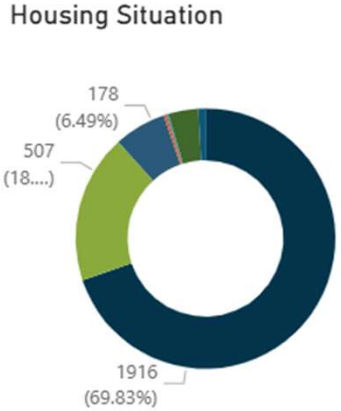






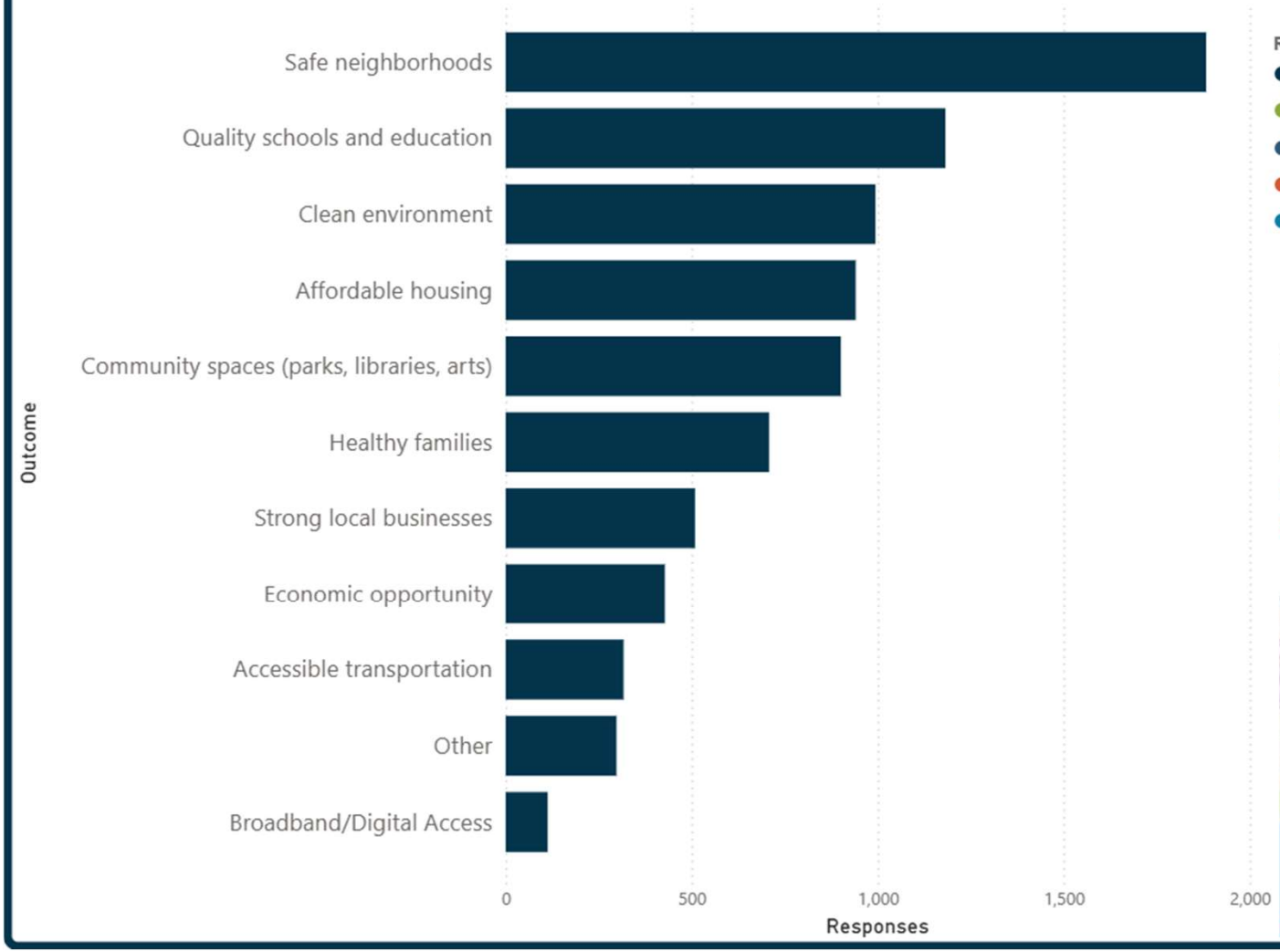


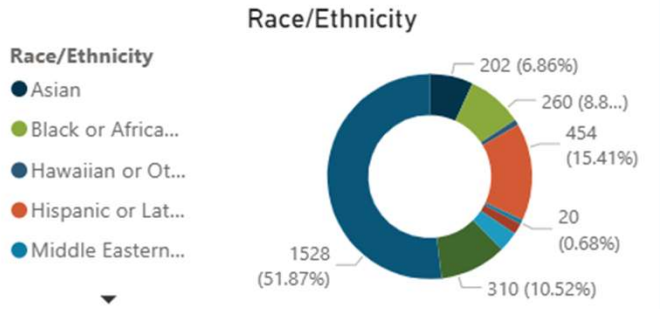


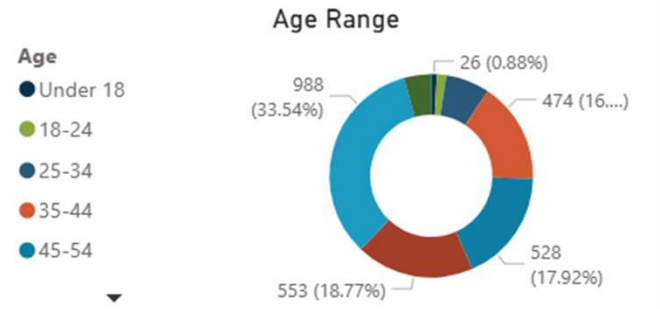


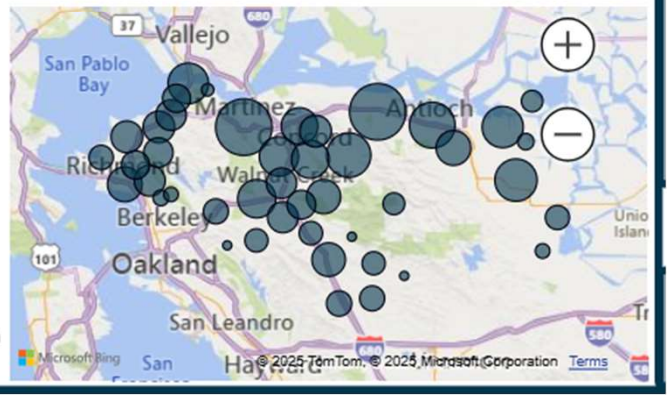
Community Survey Results– Q2 Example

2 Which community outcomes are most important to you and your household?



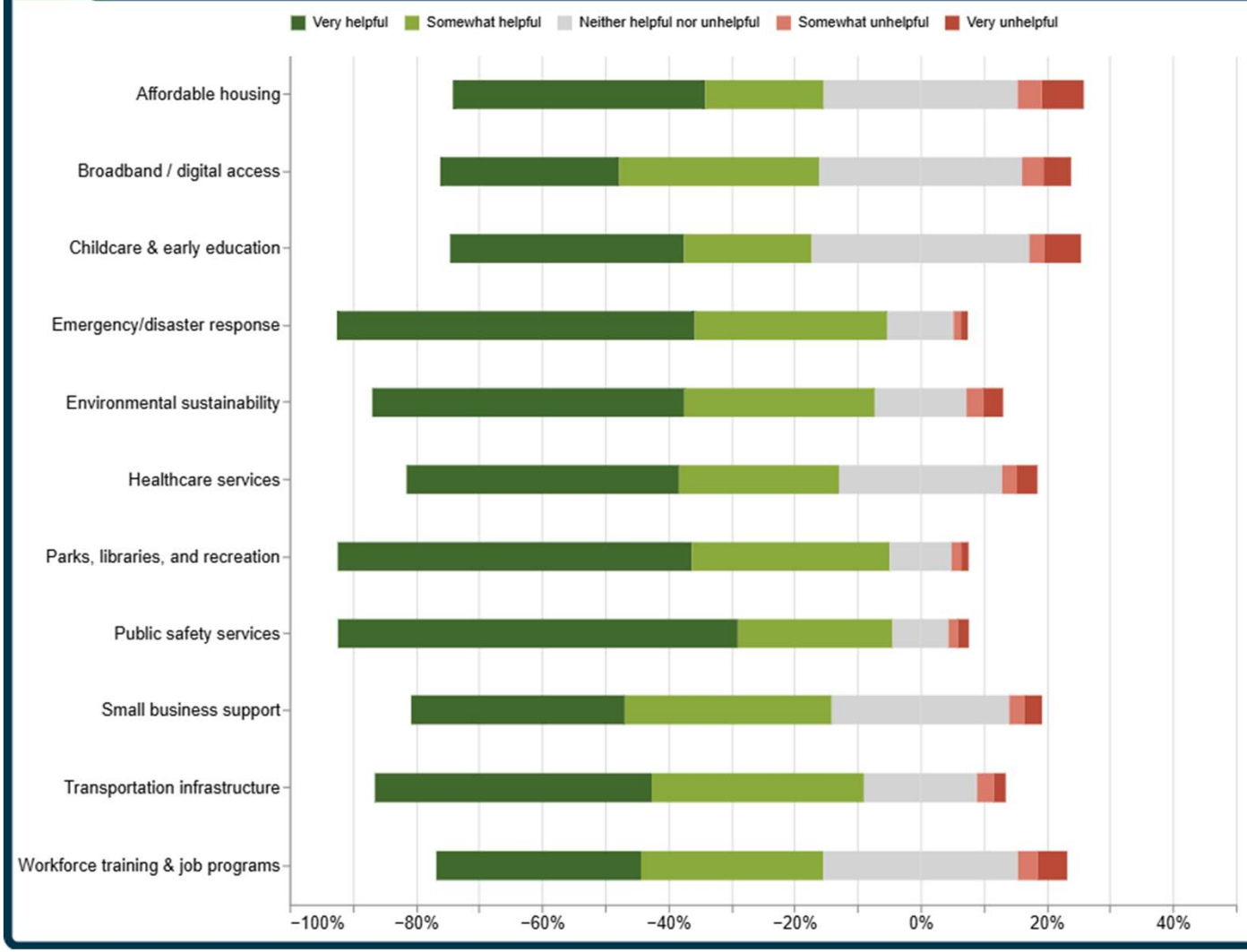


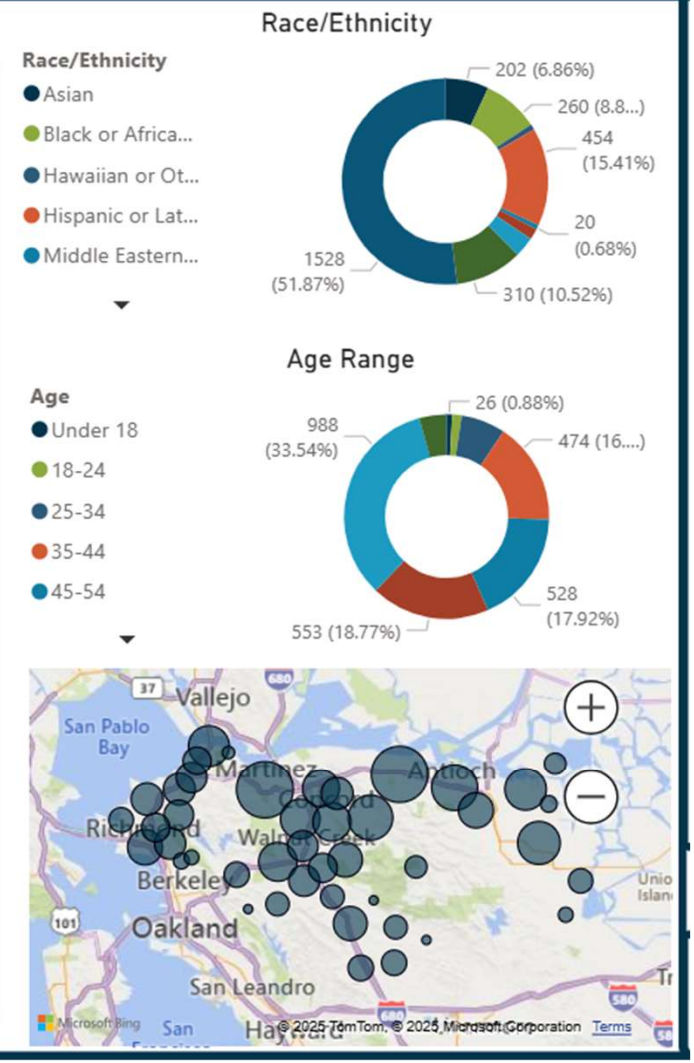




Community Survey Results – Q3 Example

3 How helpful would investment in each area of County needs would be helpful to your house





Snapshot of Existing Programs

FEMA COVID-19 Reserve *FY 2025/26 - Period 3 (thru September 30, 2025)*

Survey of Food Insecurity, Rehousing and Rental Assistance Programs

PROGRAM INFORMATION	FINANCIAL INFORMATION			
Program Category	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
Rehousing	*$ 19,647,958*	*$ 19,347,034*	*$ 5,560,630*	*$ 13,786,405*
Food Insecurity	*$ 11,064,430*	*$ 9,396,138*	*$ 5,940,819*	*$ 3,455,319*
Rental Assistance	*$ 4,943,963*	*$ 3,582,313*	*$ 438,965*	*$ 3,143,348*
	$ 35,656,351	**$ 32,325,486**	**$ 11,940,414**	**$ 20,385,072**
	as %	**90.7%**	**36.9%**	**63.1%**

1. Some housing programs operated by Health Services, include food insecurity and rental assistance components.
2. Additionally, EHSD administers the CalFRESH program in which the State priovides over $244.9 million to eligible Contra Costa residents for food benefits.
3. Conservation and Development department figures are through June 30, 2025
4. CalWORKs Housing Support Program, Home Safe, Bringing Families Home, Transition Housing Program (THP+), Housing Disability Advocacy Program and Housing Navigator Flex Fund programs reported in Health Services department but funded by Employment and Human Services

Highlights:

1. $35.7million allocated, with 90.7% of dollars in Contract
2. Of the Amount in Contract, 36.9% Expended with a Balance of 63.1%
3. The Board has made significant investments in other areas of housing in addition to the categories requested above,

Recommendations

1. APPROVE allocations of Supervisorial District Community Impact Funds in an aggregate amount of $1,265,000;

2. APPROVE and AUTHORIZE the each District Supervisor, or designee, to enter into contracts related to the allocation of Supervisorial District Community Impact Fund allocations;

3. ACCEPT update on the results of the Community Impact Fund Community Survey; and,

4. PROVIDE direction on next steps, including the use of $9,729,868 in General Fund Appropriation for Contingencies (the remainder of COVID-19 FEMA Reserve funds) (4/5 Vote).

Questions/Discussion

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: COMMUNITY IMPACT FUND – SURVEY RESULTS & ALLOCATION RECOMMENDATIONS

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

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RECOMMENDATIONS:

1. APPROVE allocations of Supervisorial District Community Impact Funds in an aggregate amount of $1,265,000:

    a. District II: $1,000,000 (Attachment A)
    b. District III: $252,500 (Attachment B)
    c. District V: $12,500 (50% of allocation to City of Antioch Police Department, split with District III)

2. APPROVE and AUTHORIZE the each District Supervisor, or designee, identified in Recommendation No. 1 above to enter into contracts related to the allocation of Community Impact Funds;

3. ACCEPT update on the results of the Community Impact Fund Community Survey; and

4. PROVIDE direction on next steps, including the use of $9,729,868 in General Fund Appropriation for Contingencies (the remainder of COVID-19 FEMA Reserve funds) (4/5 vote required).

FISCAL IMPACT:

On June 24, 2025, the Board indicated a desire to allocate $1 million per District from COVID-19 FEMA Reserve funds (now General Fund Appropriation for Contingencies) for direction by each District Supervisor following a community engagement process within each Supervisorial District.

Subsequently, on July 8, 2025, the Board allocated $15,000 per District to fund the costs of community engagement processes to help inform allocation of $1 million District grant programs. The $15,000 per District amounts are separate and in addition to the $1 million per District allocations.

Today's action requests that the Board authorize Community Impact Fund allocations in an aggregate amount of $1,265,000, following community engagement and allocation solicitation processes facilitated by Supervisorial District II, III and V.

BACKGROUND:

Establishment of the COVID-19 FEMA Reserve

On April 22, 2024, the Board of Supervisors directed the County Administrator to claim $37,544,395 in remaining American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to offset a portion of the General Fund subsidy to the Hospital Enterprise Fund in FY23-24. In addition, the Board directed the County Administrator to take the following actions:

1. Include a General Fund Assigned[1] Reserve designation in a like amount at the conclusion of FY23-24 in recognition of FEMA claims that have not yet been obligated or received and to return to the Board at least annually with an update as to the status of COVID-19 era FEMA Public Assistance program claims; and

2. At that time the Board would make determinations as to whether the General Fund Assigned Reserve designation amount should be reduced based on additional revenue received from FEMA.

On April 30, 2024, the County Administrator's Office processed the final CSLFRF claim in the amount of $37,544,395 as directed by the Board and subsequently reported the transaction in the next quarterly report to the United States Treasury Department effectively concluding the County's ARPA CSLFRF program.

On June 4, 2024, the Board authorized a second transaction to draw the full balance of the ARPA Local Assistance and Tribal Consistency Fund (LATCF) in the amount of $100,000 and similarly allocate a like amount to General Fund Assigned Reserve status.

On September 24, 2024, the Board of Supervisors approved the FY24-25 Adopted Budget as Finally Determined, which includes mandatory schedules outlined in the County Budget Act[2]. Schedule A, titled *"Detail of Provisions for Obligated Fund Balances for Fiscal Year 2024-2025 Final Budgets"* includes a provision for the combined $37,644,395 General Fund Assigned Fund Balance (henceforth referred to as the "COVID-19 FEMA Reserve"), in compliance with the direction from the Board on April 22, 2024 and June 4, 2024 as outlined above.

Year 1 COVID-19 FEMA Reserve Report

In compliance with the Board's direction from April 22, 2024, the County Administrator returned to the Board of Supervisors on April 28, 2025 to provide a Year 1 report on the status of

[1] GASB Statement No. 54 defines five categories of fund balance, each with different levels of constraint: *nonspendable, restricted, committed, assigned, and unassigned*. Among these, the "assigned" fund balance allows for the most discretion by the governing board. It is used to designate funds for specific purposes that do not meet the stricter criteria of the other categories.
[2] Government Code §§ 29000–29144

COVID-19 era FEMA Public Assistance program claims. The report was integrated into the FY25-26 budget hearing process.
Specifically, the County Administrator' s report indicated that, as of April 21, 2025, the County had received $74,003,942, or 89.7% of anticipated COVID-19 FEMA Public Assistance funding across 20 of 23 applications for reimbursement. Of the three (3) projects that the County had not yet received funding for, the California Office of Emergency Services (CalOES) and FEMA had already approved the County's full funding request and the payments were being processed.

Below is a complete reconciliation of projects as provided to the Board at the April 28, 2025 presentation:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 4/21/2025

Project #	Submitted Projects	Estimated Claim	Received	FEMA Submission Date	Obligation Metrics[2] Obligation Date	Obligation Metrics[2] Months	Payment Metrics[3] Payment Date	Payment Metrics[3] Months
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	1/27/2021	3/25/2021	1.9	9/3/2021	5.4
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	1/28/2021	6/23/2021	4.9	8/25/2021	2.1
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	1/28/2021	8/25/2021	7.0	11/10/2021	2.6
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	5/20/2021	7/13/2021	1.8	9/3/2021	1.7
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	9/10/2021	2/25/2022	5.6	3/23/2022	0.9
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	12/21/2022	2/10/2023	1.7	4/24/2023	2.4
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	12/21/2022	10/16/2023	10.0	11/30/2023	1.5
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	12/30/2022	1/30/2024	13.2	3/19/2024	1.6
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	10/18/2021	6/3/2024	32.0	12/20/2024	6.7
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	7/26/2021	6/3/2024	34.8	12/9/2024	6.3
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	680,296	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	7/7/2022	6/26/2023	11.8	8/28/2023	2.1
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	12/21/2022	10/3/2024	21.7	1/30/2025	4.0
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	6/5/2023	5/23/2024	11.8	2/20/2025	9.1
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	6/29/2022	11/7/2023	16.5	4/5/2024	5.0
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	11/3/2022	7/25/2024	21.0	1/16/2025	5.8
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,369,236	9/25/2023	2/5/2024	4.4	6/3/2024	4.0
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	0	12/28/2022	7/19/2024	19.0		
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	0	12/30/2022	10/4/2024	21.5		
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	0	7/31/2023	10/3/2024	14.3		
	TOTAL	**$ 82,470,577**	**$ 74,003,942**					
	as % of Total Estimated Claims	*100%*	*89.7%*					
	Total Projects	*23*	*20*					

= Paid; Project Closed Out
= Paid; Pending Closeout
= Pending Payment
= Pending Payment; Project Closed Out

Based on this status report, the County Administrator recommended to the Board that up to $20,971,026 be reclassified from Assigned fund balance to Unassigned fund balance at the conclusion of FY24-25.

This figure was derived from a calculation taking into account three specific factors:

1. The amount outstanding related to COVID-19 FEMA Public Assistance claim payments not yet received totaling $8,177,747;

2. Retention of 10% of the County's total obligated COVID-19 FEMA claims in case of future audit totaling $8,218,169; and

3. $277,453 related to the County's share of Fair Market Value (FMV) costs related to capital assets procured as part of the County's COVID-19 response efforts.[3]

The table below provides a reconciliation between the original COVID-19 FEMA Reserve amount and the proposed amount for FY25-26:

COVID-19 FEMA General Fund Reserve Calculation		
FY24-25 Beginning Balance ("Assigned" Fund Balance)	**$**	**37,644,395**
Less:		
FEMA Payments Outstanding	$	8,177,747
10% Audit Reserve (3 Years Post Closeout; FY28-29)	$	8,218,169
Project 698619 - County Fair Market Value Share	$	271,453
Project 731586 - County Fair Market Value Share	$	6,000
Recommended for Retention as "Assigned" on 6/30/25	**$**	**16,673,369**
Available for Release to "Unassigned" on 6/30/25	**$**	**20,971,026**

Ultimately, the Board directed the County Administrator to continue to return annually to provide similar updates on the status of the COVID-19 FEMA Reserve and to decrease amount held in the COVID-19 FEMA Reserve fund balance by $20,971,026, from $37,644,395 to $16,673,369 for FY25-26 – consistent with the County Administrator's recommendation.

Allocation of Released COVID-19 FEMA Reserve - $20,971,026

The reduction of the COVID-19 FEMA Reserve in the amount of $20,971,026 effectively reclassified that funding amount from Assigned General Fund Balance to Unassigned General Fund Balance.

Following that reclassification, and as part of the FY25-26 budget hearings, the Board allocated $6,241,158 of the released funding to support certain programs and designated the remaining $14,729,868 to be appropriated within the General Fund "Appropriation for Contingencies"[4]. Appropriations for Contingencies is a unique cost center within the General Fund containing appropriated funds – typically for use in exigent circumstances – and specifically requires a four-fifths (4/5s) vote of the Board for any transfers from that cost center[5].

[3] FEMA may reimburse a portion of the fair market value of capital assets (defined as equipment with a useful life over 1-year and with a per unit cost of over $5,000) purchased for disaster response operations, but only the depreciated cost allocable to the disaster period is eligible. The balance of costs remain the responsibility of the responding entity, in this case, the County.

[4] Government Code § 29084 authorizes the establishment of an appropriation or appropriations for contingencies in such amounts as the board deems sufficient.

[5] Government Code § 29125(a)(2)

Below is a reconciliation of allocations of the released $20,971,026 COVID-19 FEMA Reserve:

COVID-19 FEMA General Fund Reserve FY25-26 Allocation of Released Funding	
SAFE Center	$ 3,500,000
Stand Together CoCo	$ 2,341,158
Refugee Resettlement	$ 400,000
Appropriation for Contingencies	$ 14,729,868
Total	**$ 20,971,026**

Update on Status of COVID-19 FEMA Public Assistance Claims – as of October 10, 2025

Since the adoption of the FY25-26 budget, the County has received the remaining three (3) COVID-19 FEMA Public Assistance program claims anticipated during the April 2025 budget hearings along with an additional allocation related to a testing claim cumulatively totaling $8,181,373. As of this writing, the County has received $82,185,315, or 99.7% of anticipated funding across all 23 reimbursement requests submitted.

The County continues to work with FEMA and CalOES on formal closeout of three (3) projects and anticipate a final payment to the County of approximately $112,421 at conclusion.

Below is a complete reconciliation of COVID-19 FEMA projects as of October 10, 2025:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 10/10/2025

Project #	Submitted Projects	Estimated Claim	Claimed	Received
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	$ 144,796
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	276,467
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	380,374
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	384,174
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	417,331
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	2,006,732
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	2,805,170
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	1,240,517
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	555,062
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	637,756
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	50,042
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	13,886,851
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	4,012,966
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	686,296	686,296
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	10,197,540
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719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	979,848
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	4,914,058	5,256,138
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240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	14,515,020
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	15,797,082
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,823,534	1,711,112
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	1,620,297	1,298,844
	TOTAL	**$ 82,470,577**	**$ 82,294,110**	**$ 82,185,315**
	as % of Total Estimated Claims	*100%*	*99.8%*	*99.7%*
	Total Projects	*23*	*23*	*23*

= Paid; Project Closed Out = Paid; Pending Closeout

Establishment of Community Impact Fund Program

Following the FY25-26 budget hearings, the Board established and developed the Community Impact Fund program using the former FEMA Reserve funds over the course of several Board meetings between June and November 2025. Below is a summary of actions from each meeting:

Board Direction on June 24, 2025

On June 24, 2025, the Board provided direction on next steps to staff, including:

1. Indicated a desire to allocate $1 million per District from the General Fund Appropriation for Contingencies for direction by each District Supervisor, requested each Supervisor to conduct a community engagement process within their respective Districts and the County Administrator to provide a webpage to gain public input on allocations specifically for rapid rehousing, food insecurity and rental assistance;

2. The County Administrator's Office was directed to return to the Board on July 8, 2025 with information to assist the Board in making funding allocations to each District office for cost of conducting community outreach, including town hall meetings in each Supervisorial District, regarding the allocation of funds identified in No. 1 above; and

3. The Board and the County Administrator would return to the August 5, 2025 Board meeting to report on the outcomes of the community engagement processes outlined above and determine whether to make further allocations from the General Fund Appropriation for Contingencies in addition to the $5 million previously identified for District allocations.

Board Direction on July 8, 2025

On July 8, 2025, the Board provided direction on next steps to staff, including:

1. Setting October 21, 2025 as the return date for the discussion on the allocation of each $1 million Supervisorial District allocation to allow each District office sufficient time to establish their respective community engagement processes and to allow time for better understanding of the local impacts to the County from federal legislation and state budget adoption;

2. Directed staff to work with each District office on a proposed set of common questions for use in facilitating a community survey. The community survey could be used by each Supervisorial District office while conducting their respective community engagement processes as well as being posted on the County website for interested parties to complete; and

3. Return to the Board on August 12, 2025 for final review and approval of the community survey and distribution approach.

Board Direction on August 12, 2025

On August 12, 2025, the Board provided direction on next steps to staff, including:

1. Formally titling the grant program the "Community Impact Fund"; and

2. Provided final feedback on and authorized release of the Community Impact Fund Community Survey.

Board Direction on October 21, 2025

On October 21, 2025, the Board authorized initial allocations from the District IV Community Impact Fund program totaling $474,625.

Board Direction on November 4, 2025

On November 4, 2025, the Board authorized additional allocations from the District IV Community Impact Fund program totaling $511,600.

Release of Community Impact Fund Survey and Allocation Logistics

Following direction from the Board on August 12, 2025, the County Administrator's Office finalized and released the Community Impact Fund Survey on August 25, 2025 in both English and Spanish. The survey ran through September 30, 2025 and received 2,758 community responses.

Consistent with the discussion at the August 12, 2025 Board meeting, staff developed a public dashboard to communicate the results of the survey, including the ability to disaggregate survey responses through several demographic filters.

The Community Impact Fund Survey Dashboard has been published and can be accessed here: https://www.contracosta.ca.gov/Community-Impact-Fund.

In addition, the County Administrator's Office has provided Supervisorial District staff with logistical support in preparation for presenting allocations for final approval to the full Board. This includes developing a common reporting spreadsheet to summarize allocation proposals by District and developing a process to assist in the timely development of related contracts following approval by the Board.

Conclusion

Today's action requests that the Board allocate an additional $1,265,000 of Community Impact Funds from the Supervisorial District II, III and V allocations following a comprehensive community engagement and funding solicitation processes led by each District office.

In addition, the Board is receiving an update on the outcome of the Community Impact Fund Survey and an updated report on certain Food Security, Rapid Rehousing and Rental Assistance programs operated by the County.

CONSEQUENCE OF NEGATIVE ACTION:

The Community Impact Fund allocations sponsored by Supervisorial Districts II, III, and V will not be formally approved by the Board.

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

Supervisorial District II

	Department	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
	District 2	AgLantis	1/1/2026	12/31/2026	$ 5,000	Provide internships paid for by the Federal Workforce Investment Opportunities Act through local high schools. Also provide job training skills.	Partner with local educational institutions that educate young adults.Use data collected to dev. and refine programs for a future Youth Center.	Quantitative and Qualitative metrics
	District 2	All Ages Recreation Downtown (AARD)	1/1/2026	12/31/2026	$ 5,000	Create all ages and all abilities parks and rec programs in Lafayette.	Use funds for weekly recreation events, which will decrease City matching funds. Nearly 1/2 of what is requested covered annual insurance premium required by City for $4m in GL. Hope is to establish 12 months of reliable downtown recreation, regrdless of weather. Cost is just over $100/event.	Number of people served per event.
	District 2	APAPA Tri-Valley	1/1/2026	12/31/2026	$ 35,000	Launch a Summer Civic Engagement and College Bridge Program for first generation API students to increase college apps and enrollment rates, cultivate culturally confident, civically engaged youth; strengthen pipeline of API candidates for public office	Boot camp-style program will combine college readiness, civic education, and cultural identity development. The funds will be used to support staffing, guest speakers, curriculum design, materials, meals, transportaiton assistance, and internship stipends. the program will support up to 40? students in building the skills and mindset necessary to enter and succeed in higher education while preparing them for lifelong civic engagement and leadership.	Success will be defined by increased college readiness, civic Understanding, and self reported empowerment by participants. Pre and post survey measuring knowledge of college application process, Civic awareness, cultural self-efficacy; Attendance tracking; F/U @ 3 and 6 mths; Participant testimonials; Partner feedback
	District 2	California Symphony	1/1/2026	12/31/2026	$ 15,000	Expand adult education by adding expanding Fresh Look: The Symphony Exposed, a 4 week, low cost adult education course that meets weekly in July, to a 2nd site at San Ramon Community Center.	Expand their program to a 2nd site to serve up to 400 residents aged 50+ between Lafayette and San Ramon. Promote inclusion through bilingual marketing and spanish translation of materials.	Collect data at registration (age, address, prior concert attendance), track attendance, distribut exit survey, track use of free voucher.
	District 2	Cancer Support Community SF Bay Area	1/1/2026	12/31/2026	$ 20,000	Provides comprehensive, no cost support services to individuals impacted by cancer and their loved ones. Mission is to ensure no one faces cancer alone; deliver evidence based programs designed to address the social, emotional, and practical challenges that come with diagnosis.	To expand access to supportive cancer care services for residents of Dist 2. Funds will be used for: Outreach to newly diagnosed individuals to ensure they are connected early to no-cost support programs; programmatic support for current participants, including workshops hosted in Dist 2. Provide outreach to 100 people impacted by cancer in Dist 2, serve 200 Dist 2 residents through workshops, support groups, navigation services; expand community presence by hosting at least 4 workshops in Dist 2 with this project	CSC maintans a database with number of people using services and attending programs. Data includes city, age, employment state, ethnicity, cancer type and stage, patient or caregiver, insurance type. Distribute yearly survey.
	District 2	Choice in Aging	1/1/2026	12/31/2026	$ 15,000	Fill gap in existing funding channels, including but not limited to, resources/training materials for caregivers and support group participants, refreshments for training seminars, Alzheimer's Day Program Supplies, and other needs. One time building/equipment maintenance and upkeep expenses at Mt. Diablo Center.	all 81 (10 Dist 2) Adult Day Health Program participants will benefit, as well as 14 caregivers and family members of older adults/individuals w/disabilities served from Dist 2 who participate in support groups.	Eval. Metrics via participant enrollment, attendance at support groups and training sessions, participant engagement, and other categories
	District 2	CoCo Kids	1/1/2026	12/31/2026	$ 100,000	Support a minimum of 20 new family childcare providers in Dist 2 by providing training and developmentally appropriate materials for their programs. Provide a minimum of 15 Childcare subsidies to Dist 2 families who do not currently qualify for state or federal subsidies, but are considered low income by Bay Area standards and are not earning a living wage.	Provide 20 licensed child care providers in Dist 2 with developmentally appropriate learning materials and training/professional development related to developmentally appropriate practice. Provide subsidies to 15 children from low-income families per month.	Electronic enrollment system, maintain attendance records, maintain records of materials distributed by provider, language, city, family subsidy surveys.
	District 2	Contra Costa Certified Farmers' Markets	1/1/2026	12/31/2026	$ 11,000	Market Match focuses on low-income seniors and families - the food initiative program matches customers' CalFresh (also known as SNAP or EBT) nutrition assistance benefit at Farmers' Markets. Serving up to 150 seniors in Orinda and upt to 200 Seniors and families in Walnut Creek.	Reinstate the Market Match Program in Orinda and expand the program to Walnut Creek Farmers' Market to meet the growing needs of the community. In addition, we hope to increase the match from $10 to $15, helping food insecure seniors and families who often face barriers to accessing markets that offer higher matches.	Match distribution is recorded onsite and also manged via software Manage My Market where all tokens are accounted for.
	District 2	Contra Costa Senior Legal Services	1/1/2026	12/31/2026	$ 75,000	Hiring of a Clinic Coordinator who will perform administration duties, thus freeing up attorney time.	Expand the # of clinics in South County, adding 5-10 additional clinics, with each clinic supporting 10-20 people. Free up the South County Atty's time to serve more clients.	Attendance at presentations and clinics. Each case is also documented in case mgmt system. Will measure increase in srs served, #/type of presentations/clinics, zip codes of clients
	District 2	Discovery Counseling Center	1/1/2026	12/31/2026	$ 50,000	Develop strategic communications plan with consultant support to ensure outreach is targeted, culturally tailored and sustainable. Conduct communtiy outreach campaigns in partnership with schools, cultural groups, faith and community orgs. Strengthen visibility at the grassroots level by equipping our BOD, volunteers, and ambassadors w/effective materials to share directly with residents.	Increase outreach to more Dist 2 residents, thereby an increase in participation in the various programs. (1) Partner w/a consultant (2) launch outreach campaign (3) create culturally relevant campaigns/events	quantitative/qualitative methods. Digital analytics (shares/clicks), in-person participation at events, demographic data.
	District 2	Donor Network West	1/1/2026	12/31/2026	$ 25,000	The goal of the Community Education & Awareness Project is to increase understanding, trust and participation in organ, eye, and tissue donation among residents of Contra Costa County. Through this project, the Donor Network West Foundation seeks to expand awareness of the life-saving impact of donation while empowering individuals and families to make informed decisions about registering as organ donors.	Deliver at least 60 educational presentations annually in high schools, community centers, and civic events within the targeted communities. Reach a minimum of 5,000 residents, with at least 30% identifying as part of underrepresented or underserved populations. Distribute bilingual educational materials (English and Spanish) across all outreach locations. Implement QR-code based tracking to link outreach activities to donor registration outcomes through the Donate Life California registry. Produce a comprehensive annual impact report documenting participation, registration trends, and insights for continuous program improvement.	Event logs, surveys, registration tracking, Ambassador activity, digital metrics, Qualitative feedback.
	District 2	Empowered Aging	1/1/2026	12/31/2026	$ 15,000	Expand ombudsman program and increase capacity for facility visits. 66 facilities in Dist 2, visited annually.	Expand the Ombudsman program. Team strives to visit 66 facilities within D2 at least 1x/year. $10k for staff time, $3,500 to account for mileage reimb. And $1,500 to support volunteer recuiting and training.	Track number of residents assisted via statewide database for Ombudsman programs.
	District 2	Fire Safe Moraga-Orinda	1/1/2026	12/31/2026	$ 40,000	Identify and help vulnerable/low income residents prepare their properties for wildfire and plan for evacuation. Neighbors helping neighbors.	Use FireAside software to assist vulnerable properties needing vegetation abatement.	FireAside software noting how many homes were abated.
	District 2	Fostering Wishes	1/1/2026	12/31/2026	$ 25,000	Expand Trade School Scholarship Program for 15-20 former foster youth aged 18-26. Awards to cover books, tuition, tools, required materials.	Provide 15-20 scholarships annually; reduce barriers to education; build a culture of empowerment.	Track apps rec'd, numer of scholarships awarded and total dollars distributed.
	District 2	Hope Solutions	1/1/2026	12/31/2026	$ 50,000	Hope Solutions heals the effects of poverty and homelessness by providing permanent housing solutions and vital support services to vulnerable families and individuals, working to heal the multi-generational impact of poverty, racism, trauma, substance use, mental health issues, and inadequate access to healthcare.	2 Projects: (1) Pomona House (only TAY Housing in CCC) necessary upgrades, including furniture, lighting fixtures, security sytems. $25k (2) Coordinated Entry Prevention and Diversion to support add'l clients supportive services and financial assistance to avoid homelessness. $25k	Track # of clients served and successful outcomes.
	District 2	Lafayette Partners in Education	1/1/2026	12/31/2026	$ 20,000	Lafayette Partners in Education (LPIE) supports all students in the Lafayette public schools, including Acalanes High School, Stanley Middle School, and the four elementary schools in the Lafayette School District, by funding programs and staff that enrich and enhance the educational experience beyond what public funding alone can provide.	Sustain and expand school-based wellness initiatives, including counseling support, mindfulness and social-emotional learning programs, and classroom-based tools that promote positive mental health. These programs directly benefit more than 4,410 students across Lafayette's six public schools, ensuring that every child feels safe, supported, and ready to learn.	Combination of state-required assessments and locally developed tools that measure student engagement, emotional well-being, and sense of connection at school.

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

Supervisorial District II

	Department	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
	District 2	Lamorinda Village	1/1/2026	12/31/2026	$ 40,000	Increase the # of villages in CCC, including the SRV Village Spoke. Funding the growth of up and coming villages includes administrative and operational costs for the Hub, as well as marketing, outreach, space rental, and website development for the first District 2 spoke, SRV Village	As a community that proudly lives by the motto Green Hills, Great Schools, Lafayette believes that strong schools depend not only on academics but also on the emotional health of our students. With your support, LPIE can continue helping our schools meet this critical and growing need.	
	District 2	Meals on Wheels Contra Costa	1/1/2026	12/31/2026	$ 10,000	the funding will be used to subsidize the true cost of meals for ~287 homebound seniors in Dist 2, bridging the gap between limited govt funding and actual meal costs. The support will help guarantee uninterrupted access to nutritious meals for hundres of vulnerable older adults.	Bridge the funding gap, support senior's emotional well being by providing consisttne human connection at delivery. Guarantee ~43k meals to 287 seniors, maintain current service levels.	
	District 2	Meals on Wheels Diablo Region	1/1/2026	12/31/2026	$ 50,000	Funds to be used for critical nutrition programs; expenses to purchase food and provide hot meals and supplement staff salaries where recent cuts have left large gaps.	MOW Diablo Region will provide healthy, nutricious meals and food to over 4k unduplicated seniors.	Intentional engagement efforts and periodic check-in surveys conducted throughout the year by counselors and wellness staff to identify trends and areas of need.
	District 2	Moraga Education Foundation	1/1/2026	12/31/2026	$ 20,000	The Moraga Education Foundation raises funds to preserve and enhance educational opportunities for all students attending Moraga public schools through a broad-based community effort. We believe that together, the entire community can build a better future for our children consistent with the educational goals of the Moraga School District and Campolindo High School.	Maintain and enhance wellness and counseling services for all students in the five Moraga Public Schools; Make professional development opportunities available to wellness staff; Provide the funds to plan and execute programming specific to the needs of the schools and students each center supports; Provide funds to offset costs for staffing and licensure.	The Wellness Centers regularly track and report on their work and programs. This information includes number of visits, number of times students were able to return to class rather than be sent home, etc.
	District 2	Museum of the SR Valley	1/1/2026	12/31/2026	$ 5,000	Publicize and promote the museum's activities for '26. Year long event to celebrate 250th American Independence Anniversary. Mounting exhibitions, promotion, outreach, programs, traveling exhibition support.	The museum will use this funding to help with the costs of mounting educational and fun exhibitions and programs for 2026. We intend on our audience (12k+) being exposed to the idea that this is the museum's way of celebration the 250th anniversary of American independence.	
	District 2	Narika	1/1/2026	12/31/2026	$ 30,000	Suppport 2 inititives; (1) $10k to provide client aid to 20+ residents seeking critical emergency support (housing, legal, transportation, food, etc.; and (2) $20k To Support 6 financial wellness learning sessions/workshops for 60+ women in CCC in a variety of languages. Either virtual or in-person.	Provide crisis intervention for survivors or domestic viloence; create education and awareness in community about DV; Break generational cycles of violence and prevent pathways to future violence.	Feedback from teachers, counselors, and site administrators regarding student participation and observed improvements in well-being and classroom engagement.
	District 2	Orinda Network of Education	1/1/2026	12/31/2026	$ 20,000	ONE bridges the gap between what public funding provides and the true cost of a high-quality education. We support all 3,810 Orinda public school students across four elementary schools, one middle school, and one high school by funding programs and personnel not covered by state or district budgets. From smaller class sizes to STEAM, technology, wellness centers, electives, and expanded high school offerings, community donations from school families, alumni, local businesses, and residents allow ONE to grant essential resources that benefit every student and strengthen Orinda's public schools.	Sustain and expand wellness programs across all six Orinda public schools, supporting the mental health and social-emotional well-being of 3,810 students. Wellness programs include counseling support, school-based wellness centers, social-emotional learning initiatives and programming, wellness center supplies, and staff training to identify and respond to student needs.	Collect data on student participation in counseling and wellness programs; Gather feedback from students, parents, teachers, and wellness staff on effectiveness and accessibility; Monitor school climate indicators, including student engagement and attendance; Evaluate professional development outcomes for staff related to wellness support
	District 2	Pledge to Humanity	1/1/2026	12/31/2026	$ 25,000	Expand existing Changemakers Program and its five service projects: School Backpack Program, Foster Youth Duffle Bag, Senior Citizen Meals, Unhoused Full Comfort Kits	Expand Changemakers Program and its 5 service projects: 600 School Packpack Program & School supplies; 200 Foster Youth Duffle Bags; 150 senior meals delivered; Provide 200 seniors with Comfort Care kits; 100 comfort kits to Unhoused individuals. Total 1250 individuals.	
	District 2	ReWire	1/1/2026	12/31/2026	$ 5,000	To provide resources and generate awareness, dialog and action that advocates for gender equity and justice, driving focus on prevention of gender-based violence and domestic violence.	250-300 Survivor-Relief Care-Kits distributed to monthly to those impacted by domestic violence, sexual assault or human trafficking. Bags include basic essentials and hygiene items like sanitary pads, toothbrush & toothpaste, hand sanitizers & masks, comb, non-perishable food, socks, blankets, coloring items (for kid-kits) and more; Space to store the inventory and assemble the kits.	Track # of bags delivered/received.
	District 2	ReWire	1/1/2026	12/31/2026	$ 5,000	To provide resources and generate awareness, dialog and action that advocates for gender equity and justice, driving focus on prevention of gender-based violence and domestic violence, focused on the South Asian Community.	This Prevention and Outreach program for 2025 - 2026 is a Theatre production with the community members of Contra Costa County.	Track community involvement/participation engaged in other programs, through this production.
	District 2	Rotary Club of Alamo	1/1/2026	12/31/2026	$ 25,000	civic beautification projects: 680 Beautification Project; San Ramon Creek Rehabilitation; Alamo Street Cleanup. Purchase native plants, support materials	enhancement of the beatuy and sustainability of public spaces; Restore natural habitat of SR Creek; support ongoing community clean up efforts; engage families/youth/local orgs; provide educational opportunities for youth volunteers	Quantitative/qualitative methods; Surveys; Measure number of volunteers; Publish annual report
	District 2	San Ramon Historic Foundation	1/1/2026	12/31/2026	$ 10,000	Enhance sheep pasture at Forest Home Farms Historic Park, improve public access and educational experiences for SRVUSD classes. Anticipate 5k individuals will beneft.	Funds to be used for sheep pasture at Forest Home Farms Historic Park. Adding holding areas for sheep, improving safety between animal pastures and increasing overall efficiency for the Foundation and partners during events.	Success will be measures though improved animal safety and increased accessibility for the public and school tours. Track overall park usage, as well as feedback collected though surveys.
	District 2	San Ramon Valley Climate Coalition	1/1/2026	12/31/2026	$ 5,000	Promote and collaborate w/SR to plan a communtiy wide earth day '26. expect 500-700 community members will attend.	Raise awareness about climate change/local solutions; promote sustainable practices; empower youth volunteers; foster relationships w/city, schools, residents, orgs; Host event; organize 507 educational workshops; 2 youth presentations; recruit 50 volunteers; establish/strengthen partnerships w/5 local orgs.	Quantitative/qualitative methods; Attendance and volunteer counts; Partnerships formed; Surveys
	District 2	San Ramon Valley Education Foundation	1/1/2026	12/31/2026	$ 20,000	To provide visual arts supplies for ~11,500 elementary school children across the 22 elementary schools in SRVUSD. This initiative will support students from TK through 5th grade by allocating $5 per student for essential art materials. Goal is to ensure every child has access to quality supplies that foster creativity, self expression, arts education within the classroom	Allocate @5 per student across all 22 elementary schools in SRVUSD; Equip teacher w/the consumable supplies they need to delivery meaningful, hands-on visual arts lessons; provide students with opportunities to explore emotions and dvelop self expression through art; communicate the importance and impact of visual arts education through outreach via SRVEF's newsletters, social media, school communications.	Quantitative/qualitative methods in collaboration w/SRVUSD. Fund utilization reports, teacher feedback/surveys, student participation, anecdotal/observations, feedback from parents and community members
	District 2	Special Olympics Northern CA	1/1/2026	12/31/2026	$ 25,000	Support for current programming and expanding programming in sports, schools, leadership. Renew and expand existing grants for CCC schools. Impacting 50k individuals.	increase residents served in Dist 2 and CCC.	Demographic data analysis, gender, age, race, feedback surveys.
	District 2	St. Vincent De Paul Conference at St. Joan of Arc San Ramon	1/1/2026	12/31/2026	$ 40,000	$40k to be distributed providing aid for the basics of living - food, medical expenses, rental and utility assistance, clothing, furniture, etc to Dist 2 individuals in need. 16-40 families, 64-160 individuals will be served.	Prevent homelessness/utility shut off; increase financial well being; prevent food/housing insecurity; provide home visits; provide rental/utility assistance; provide wrap around services and referral. 100% of funds are delivered to client needs.	Maintain database of how and who is using funds.
	District 2	STAND!	1/1/2026	12/31/2026	$ 44,000	Replace roof on Emergency Shelter and Transitionla Housing buildings.	Replacement of roof on buildings	Use the Cap60 Victim Services Client Database to track all calls, referrals, intakes, services provided, progress and goals of all clients.
	District 2	The Orinda Association Seniors Around Town Program	1/1/2026	12/31/2026	$ 30,000	Support add'l paid staff hours to focus on: outreach to Sr residents, volunteer recruitment, local orgs, Sr Resource Ctr, fundraising, increase ride availability in the afternoons. 75-100 Orinda Srs and disabled individuals.	Increase in partnerships, volunteers, afternoon rides	Software, interviews with volunteer drivers and riders.

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

Supervisorial District II

	Department	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
	District 2	Three Thirty-Three Arts	1/1/2026	12/31/2026	$ 5,000	Art and Mural Youth Programming for mental health awareness. Bring on extra volunteer assistance, purchase new materials	Art and Mural Youth Progamming for MH awareness with 5 potentially designated high schools in D2. Campolindo, Acalanes, Las Lomas, SRVHS, Del Amigo, Dougherty Valley, Venture School. Each school has a 6x6 wooden structure created that would have resources updated as needed. Art material would be mobile.	Student surveys noting both quantitative and qualitative material.
	District 2	Valley Oak Respite	1/1/2026	12/31/2026	$ 10,000	Scholarship program for families who cannot afford $60 a day for respite care, support for paid exercise therapist	allow those with limited funds to have respite care; improve strength, coordination to keep individuals in home longer. 2 scholarships = $12k; exercise program $8640k	No direct measurement offered.
	District 2	Walnut Creek Education Foundation	1/1/2026	12/31/2026	$ 20,000	WCEF TK-12 envisions a community where every student has access to a high quality, engaging, and equitable education and is equipped with the skills and knowledge to succeed in an ever-evolving world.	Support the Las Lomas High School's Wellness Center, which serves 1,515 students. The Center provides early intervention and ongoing support for social-emotional and mental health challenges that affect learning, offering individual counseling, support groups, health education, and case management. It also trains teachers and staff, advises student peer-leadership clubs, and fosters a sense of belonging on campus. Led by a dedicated coordinator and a team of counselors, the Center supports an average of 16 students daily—filling critical gaps in care not funded by the state and ensuring all students have access to the resources they need to thrive.	Track through a combination of quantitative and qualitative method. Service Utilization Metrics and Impact Assessment, by collecting feedback from students, teachers, and staff regarding the effectiveness of services and programming.
	District 2	White Pony Express	1/1/2026	12/31/2026	$ 50,000	maintain and expand fresh food recovery and delivery program in Dist 2. add at least 1-2 new orgs currently on waitlist to weekly distribution scheduled. Ops team staff, refrigeration, fleet maintenance and fuel, program supplies. Sustain current 4,473k individuals currently being served and expand access to survivial essentials like warm clothing and hygiene kits.	Expand access to nutritious foods; reduce greenhouse gas emissions; support disaster relief efforts	How many families and community memebrs are served through WPR and their nonprofit partners.
					$ 1,000,000			

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

Supervisorial District III

	Department	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
	District 3	St. Vincent de Paul, Oakley - St. Anthony	1/1/2026	12/31/2026	$ 30,000	A network of friends, inspired by Gospel values, growing in holiness and building a more just world through personal relationships with and service to people in need.	Serves 50-75 commuity members with rental assistance, utility assistance, and food in District 3.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **ongoing community feedback collection**
	District 3	St. Vincent de Paul, Byron - St. Anne	1/1/2026	12/31/2026	$ 30,000	Engaging the power of our parish community and other partnerships to feed and clothe individuals and families of our parish and our nearby communities. We also provide temporary financial support for rent and utility assistance, etc. due to situations such as job loss or illness.	Serves 120+ community members with rental assistance, utility assistance, and food in District 3.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **ongoing community feedback**
	District 3	St. Vincent de Paul, Antioch - Holy Rosary	1/1/2026	12/31/2026	$ 30,000	A network of friends, inspired by Gospel values, growing in holiness and building a more just world through personal relationships with and service to people in need.“ Providing rent/utility assistance, food pantry and general assistance by partnering with our Thrift Stores.	Serves 50-75 commuity members with rental assistance, utility assistance, and food in District 3.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **ongoing community feedback**
	District 3	St. Vincent de Paul, Brentwood - Immaculate Heart of Mary	1/1/2026	12/31/2026	$ 30,000	A network of friends, inspired by Gospel values, growing in holiness and building a more just world through personal relationships with and service to people in need.	Serves 150+ familieis with rental assistance, utility assistance, and food in District 3.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **ongoing community feedback**
	District 3	Loaves & Fishes	1/1/2026	12/31/2026	$ 45,000	The mission of Loaves and Fishes of Contra Costa (LFCC) is to provide community-based food programs and partner services that focus on basic needs. We Nourish Lives!	Central kitchen to support continued meal service +3,000 monthly in Antioch, Oakley, Brentwood and surrounding unincorporated communitites in District 3	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **ongoing data collection and community feedback, quantitative metrics including: # of meals produced, distributed, partner participation, culinary program enrollment and qualitative feedback including community surveys, partener input and anecdotal reports.**
	District 3	Meals on Wheels Contra Costa (MOWCC)	1/1/2026	12/31/2026	$ 10,000	Meals on Wheels Contra Costa (MOWCC) supports homebound elders to maintain their health and dignity, and enables them to live independently in the comfort and security of their own homes. Our goal is to guarantee that homebound seniors throughout Contra Costa County have reliable access to daily nutritious meals by bridging the gap between limited government funding and the cost of meals.	Meal delivery support for nutritious frozen and fresh meals for homebound seniors (many of whom are low income, minorities, or living alone without access to services) delivered to Antioch, Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen, and Oakley.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **Data reporting from EHSD.**
	District 3	Choice in Aging	1/1/2026	12/31/2026	$ 15,000	Creating supported spaces and services for low-income seniors and individuals with disabilities to age in place while prevent institutionalization by providing culturally responsive and engaging health and social programming tailored for historically underserved seniors and individuals with disabilities. In addition, we support caregivers and participants' families by providing education and development opportunities, as well as support group opportunities while hiring and retaining passionate and committed individuals to support the mission	Senior service access and financial relief funds. Emergency relief to include: bills, repairs, appliances, general hardships in District 3	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **existing and ongoing data collection with future goals for community feedback including boards and councils, comment cards, and community surveys.**
	District 3	Friends of Oakley Library	1/1/2026	12/31/2026	$ 5,000	The Friends of the Oakley Library support the library through financial, material, and volunteer contributions to help fulfill its mission of enriching the lives of Oakley's diverse community by bringing people and ideas together.	Community activities and programs for youth, young adult, adult, & seniors to engage and foster a lifelong love of learning, serving 600+ community members	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **existing and ongoing data and community feedback including community surveys, data dashboards, boards and councils, and advisory committess.**
	District 3	White Pony Express	1/1/2026	12/31/2026	$ 45,000	The White Pony Express mission is to eliminate hunger and poverty by delivering the abundance to those in need—with love.	Food recovery and delivery maintenance and expansion support for service of 1,351, 332 pounds of nutritous food to 45,965 families and 19 nonprofit agencies in District 3 with the addition of 3+ new nonprofit groups to maintain growth.	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **current and ongoing data and community feedback collection including community surveys, data dashboards, assessments and audits, and regular communication with community partners.**
	District 3	Antioch Police Department	1/1/2026	12/31/2026	$ 12,500	The mission of the Antioch Police Department, in partnership with our community, is to promote the quality of life in Antioch by proactively reducing crime with integrity and commitment to excellence. Commitment to excellence in serving our community and demonstrate the following values, day in and day out: Integrity, openness, sensitivity, professionalism, competency, accountability, responsibility, encouragement, recognition, fun, and vitality	Antioch substation project; 50% partial funding in partnership with District 5; full request $25,000. This substation will assist in making the community safer	Willing and prepared to provide current and future program and organization data and documentation for District 3 as needed to support evidence of fund utilization AND confirm the following: **direct monitoring and feedback methodology to be determined.**
					$ 252,500			

FEMA COVID-19 Reserve *FY 2025/26 - Period 3 (thru September 30, 2025)*

Summary, Survey of Food Insecurity, Rehousing and Rental Assistance Programs

PROGRAM INFORMATION	FINANCIAL INFORMATION			
Program Category	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
Rehousing	*$ 19,647,958*	*$ 19,347,034*	*$ 5,560,630*	*$ 13,786,405*
Food Insecurity	*$ 11,064,430*	*$ 9,396,138*	*$ 5,940,819*	*$ 3,455,319*
Rental Assistance	*$ 4,943,963*	*$ 3,582,313*	*$ 438,965*	*$ 3,143,348*
	$ 35,656,351	**$ 32,325,486**	**$ 11,940,414**	**$ 20,385,072**
	as %	**90.7%**	**36.9%**	**63.1%**

1. Some housing programs operated by Health Services, include food insecurity and rental assistance components.
2. Additionally, EHSD administers the CalFRESH program in which the State priovides over $244.9 million to eligible Contra Costa residents for food benefits.
3. Conservation and Development department figures are through June 30, 2025
4. CalWORKs Housing Support Program, Home Safe, Bringing Families Home, Transition Housing Program (THP+), Housing Disability Advocacy Program and Housing Navigator Flex Fund programs reported in Health Services department but funded by Employment and Human Services

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Health Services Department (HSD)*
REPORTING PERIOD: *FY 2025/26 - Period 3 (thru September 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
CCH - Health, Housing, Homeless Services	*State*	*Encampment Resolution Grant*	*Rapid Rehousing provided by Hope Solutions focused on serving residents in specific encampments in Richmond, San Pablo, and Antioch. Contract term 6/1/2025 - 6/30/2027*	*$ 4,417,156*	*$ 4,417,156*	*$ 97,462*	*$ 4,319,694*
CCH - Health, Housing, Homeless Services	*State*	*CalWORKS Housing Support Program - **EHSD Interdepartmental***	Rapid Rehousing and homelessness prevention rental assistance provided by Hope Solutions focused on serving families with minor children enrolled in CalWORKS. Full contract term is 7/1/2025 - 6/30/2026. Funding crosses multiple allocations with a FY25-26 allocation of $2.4 available for rapid rehousing 11/1/2025 through 6/30/2026.	*$ 2,185,586*	*$ 2,185,586*	*$ 620,296*	*$ 1,565,290*
CCH - Health, Housing, Homeless Services	*State*	*Home Safe - **EHSD Interdepartmental***	Rapid Rehousing and homelessness prevention rental assistance provided by Hope Solutions focused on serving seniors and adults with disabilites engaged with Adult Protective Services. Full contract term is 7/1/2025 - 6/30/2026. **No additional funding made available by the State to date.**	*$ 663,958*	*$ 663,958*	*$ 83,107*	*$ 580,851*
CCH - Health, Housing, Homeless Services	*State*	*Bringing Families Home - **EHSD Interdepartmental***	Rapid Rehousing and homelessness prevention rental assistance provided by Caminar focused on serving families with minor children engaged in child welfare. Full contract term is 2/1/2023 - 10/31/2025 with a total of $1,917,534. Unspent funds will expire by end of 2025 and used for administrative expenses and a small amount of backrent assistance. Additional funding made available by State, but Contra Costa allocation not yet determined.	*$ 958,767*	*$ 958,767*	*$ 819,466*	*$ 139,301*
CCH - Health, Housing, Homeless Services	*State*	CalAIM Community Supports - **MOU with Contra Costa Health Plan**	Housing Deposits and tenancy sustaining services provided by Heluna Health contracted staff focused on serving CCHP members at-risk or experiencing homelessness. Full contract term is 7/1/2025 - 6/30/2025. Total contract with Heluna Health is $11,943,357 and remains unexecuted.	*$ 550,000*	*$ 550,000*	*$ 31,382*	*$ 518,618*
CCH - Health, Housing, Homeless Services	*State*	THP+ - **EHSD Interdepartmental**	Transitional housing program for transition aged youth emancipated from the foster care system. Participants contribute to savings account while in program that enables them to exit transitional housing with rental assistance funds. Services administered through H3 staff hired by Heluna Health. Contract term is 7/1/2024 - 6/30/2026 with an annual amount of $129,603. Journals completed through March 2025	*$ 129,603*	*$ 129,603*	*$ 96,519*	*$ 33,084*
CCH - Health, Housing, Homeless Services	*State*	Housing Disability Advocacy Program - **EHSD Interdepartmental**	Rental assistance program with whatever it takes model (no pre-determined length of time for services) for people experiencing homelessness who are applying for SSI benefits. Services will be provided by Hope Solutions. Full contract term is 10/1/2025 - 6/30/2026 with a total of $341,862. **No services began prior to September 2025.**	*$ 145,000*	*$ 145,000*	*$ -*	*$ 145,000*
CCH - Health, Housing, Homeless Services	Local	Measure X Homelessness Prevention	Funding provided to a variety of non-profits through the Measure X Housing Fund. Services include targeted homelessness prevention to households at imminent risk of losing housing. Services provided by Bay Area Community Services, St. Vincent de Paul, and Catholic Charities of the East Bay. Full contract terms are 7/1/2025 - 6/30/2026.	*$ 1,528,606*	*$ 1,528,606*	*$ 42,533*	*$ 1,486,073*

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Health Services Department (HSD)*
REPORTING PERIOD: *FY 2025/26 - Period 3 (thru September 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
CCH - Health, Housing, Homeless Services	Local	Measure X Rapid Rehousing	Funding provided to a variety of non-profits through the Measure X Housing Fund. Services include rapid rehousing services to households experiencing homelessness. Services provided by Bay Area Community Resources and Lao Family Community Development. Grant terms are staggered and vary in length depending on contractor and award amount.	*$ 747,726*	*$ 747,726*	*$ 67,016*	*$ 680,710*
CCH - Health, Housing, Homeless Services	State	Homeless, Housing Assistance and Prevention Program Round 2	Funding provided to a variety of non-profits. Services include targeted homelessness prevention to households at imminent risk of losing housing and rapid rehousing to households experiencing homelessness. Grant terms are staggered and vary in length depending on contractor and award amount.	*$ 241,457*	*$ 241,457*	*$ 241,457*	*$ (0)*
CCH - Health, Housing, Homeless Services	State	Homeless, Housing Assistance and Prevention Program Round 3	Funding provided to a variety of non-profits over the course of the grant, however only Hope Solutions currently has funding from HHAP-3. Services include targeted homelessness prevention to households at imminent risk of losing housing and rapid rehousing to households experiencing homelessness. Amounts prorated to reflect FY25/26 amounts only and funding must be expended by 6/30/26 or returned to state.	*$ 261,896*	*$ 207,737*	*$ -*	*$ 207,737*
CCH - Health, Housing, Homeless Services	State	Homeless, Housing Assistance and Prevention Program Round 4	Funding provided to a variety of non-profits. Services include targeted homelessness prevention to households at imminent risk of losing housing and rapid rehousing to households experiencing homelessness.Includes funding for food services to emergency shelter residents. Grant terms are staggered and vary in length depending on contractor and award amount.	*$ 2,156,896*	*$ 2,108,132*	*$ 1,320,935*	*$ 787,198*
CCH - Health, Housing, Homeless Services	State	Homeless, Housing Assistance and Prevention Program Round 5	Funding provided to a variety of non-profits. Services include targeted homelessness prevention to households at imminent risk of losing housing. Grant terms are staggered and vary in length depending on contractor and award amount.	*$ 948,000*	*$ 750,000*	*$ 750,000*	*$ -*
CCH - Health, Housing, Homeless Services	State	Probation Interdepartmental	Rapid rehousing, transitional housing, and targeted homelessness prevention to households on probation or engaged in pre-trial with Contra Costa Probation Department. Services provided by Hope Solutions. Additionally, H3 receives reimbursement for providing transitional housing to probation involved youth for up to two youth per night. Full contract term is 7/1/2025-6/30/2026 with funding available to roll over into next fiscal year.	*$ 1,784,003*	*$ 1,784,003*	*$ 228,005*	*$ 1,555,998*

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Health Services Department (HSD)*
REPORTING PERIOD: *FY 2025/26 - Period 3 (thru September 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
CCH - Health, Housing, Homeless Services	Local	AB109	Services include targeted homelessness prevention to households at imminent risk of losing housing and legal system involvement under AB109 eligibility criteria. Prevention services are provided by Hope Solutions. Rapid rehousing to households experiencing homelessness and legal system involvement under AB109 eligibility criteria. Rapid Rehousing services are provided by Hope Solutions and Lao Family Community Development. Grant terms are staggered and vary in length depending on contractor and award amount. Funding is one-time funding and not renewable with terms through FY26/27.	*$ 2,500,000*	*$ 2,500,000*	*$ 85,063*	*$ 2,414,937*
CCH - Health, Housing, Homeless Services	Local	Various local incentive and private funding	Funding from one-time initiatives like state incentive programs or private funders utilized for direct financial assistance. Programs included homelessness prevention, shallow subsidy, and landlord incentives built into rapid rehousing programs. Total allocation reflects balance at start of FY25/26	*$ 335,693*	*$ 335,963*	*$ -*	*$ 335,963*
CCH - Health, Housing, Homeless Services	Federal	HUD Continuum of Care	Services include housing navigation and targeted direct financial assistance to households at imminent risk of homelessness. Services provided to Hope Solutions with a grant term of July 1, 2025 - June 30, 2026.	*$ 650,000*	*$ 650,000*	*$ 164,507*	*$ 485,493*
CCH - Health, Housing, Homeless Services	Federal	HUD Continuum of Care - **Direct grants from HUD to CBOs**	Rapid Rehousing services provided by SHELTER, Inc. and Hope Solutions to households experiencing homelessness with domestic violence experience. Program years vary with contract end dates in 2025. There is no HUD funded RRH for households who are not fleeing domestic violence. Expenditures as of June 2025 as provided by HUD to H3 and may not reflect grant agreements executed after June 2025.	*$ 1,878,274*	*$ 1,878,274*	*$ 907,000*	*$ 971,274*
CCH - Public Health	State	*Mothers for Postpartum Justice Project*	Providing postpartum moms with nutritious, culteraly foods via food delivery service. Funding from California Department of Public Health Maternal, Child and Adolescent Health Program, Perinatal Equity Initiative.	*$ 300,000*	*$ 300,000*	*$ 28,779*	*$ 271,221*
CCH - Public Health	State	*18 Reasons*	Providing postpartum moms with nutritious, culteraly foods via food delivery service. Funding from California Department of Public Health Maternal, Child and Adolescent Health Program, Perinatal Equity Initiative.	*$ 300,000*	*$ 300,000*	*$ 40,829*	*$ 259,171*
CCH - Public Health	State	*Project Open Hand Food Delivery*	Funding from California Department of Public Health Office of AIDS	*$ 65,000*	*$ 65,000*	*$ -*	*$ 65,000*
CCH - Public Health	Federal	*Medical Nutrition Therapy and Food Boxes for HIV positive residents*	Food Bank of CC, Funding from Ryan White Part A via Alameda County	*$ 206,725*	*$ 206,725*	*$ 54,707*	*$ 152,018*
CCH - Health, Housing, Homeless Services	State	Housing Navigator Flex Fund - **EHSD Interdepartmental**	Services are provided by Hope Solutions and include housing navigation and flexible funds to support transition aged youth currently or formerly engaged with the foster care system achieve housing stability. Full contract term is 7/1/2025-6/30/2026 with a total of $1,008.537.	*$ 258,537*	*$ 258,537*	*$ 32,643*	*$ 225,894*
				$ 23,212,884	**$ 22,912,231**	**$ 5,711,705**	**$ 17,200,525**
					as %	**98.7%**	**24.6%**	**74.1%**

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Employment & Human Services Department (EHSD)*
REPORTING PERIOD: *FY 2025/26 - Period 3 (thru September 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
EHSD							
	Local	Food Security	This Measure X-funded project supports Contra Costa County's efforts to mitigate food insecurity by investing in food system infrastructure, culturally relevant nutrition services, and capacity-building partnerships. Through multi-year contracts with local food banks and community-based organizations, the initiative expands equitable access to emergency and supplemental food, supports vulnerable populations (e.g., seniors, families, low-income individuals), and addresses racial and geographic disparities in food access. Funding supports food acquisition, culturally specific outreach, program staffing, senior meal programs, food locker expansion, and data collection. This effort strengthens community resilience and aligns with the County's broader Measure X mission of improving health, safety, and quality of life. There is no contract in FY 2024-25; Contract with CCC / Solano Food Bank anticipated to start in Sept. 2025	*$ 3,414,391*	*$ 2,374,560*	*$ -*	*$ 2,374,560*
	Fed / State	Congregate Nutrition Services	Congregate Nutrition Services, provides Title IIIC-1 services that aims to promote healthy aging by providing nutritious meals to older adults in group settings. The program helps reduce hunger, food insecurity, and malnutrition while supporting seniors' ability to live independently. In addition to meals, it fosters social interaction to combat isolation and offers nutrition education and counseling to encourage lifelong healthy eating habits. 118,767 congregate meals were served in calendar year 2024.	*$ 1,658,084*	*$ 1,029,623*	*$ 867,930*	*$ 161,693*
	Fed / State	Home Delivered Nutrition Services	Home-Delivered Nutrition Services, funded through Title III-C2 of the Older Americans Act, provide nutritious meals to homebound adults aged 60 and over who are unable to shop or cook for themselves. The program delivers one balanced meal per weekday, with options for weekend meals, helping to reduce hunger and support seniors' health. In addition to meals, the service includes regular wellness checks, nutrition education, and referrals to other support services. These meals are provided at no cost, though voluntary donations are welcome, and no one is denied service due to inability to pay. 794,431 home-delivered meals were provided in calendar year 2024.	*$ 5,038,730*	*$ 5,038,730*	*$ 4,867,074*	*$ 171,656*
EHSD							
	State	CalWORKs Temporary Homeless Assistance (THA)	Sixteen (16) cumulative days of emergency rental assistance (minimum of $85 and maximum of $145 per day) is available for interim housing. An additional 16 days of THA emergency rental assistance (minimum of $85 and maximum of $145 per day) is available for CalWORKs recipients who meet a Victims of Domestic Abuse exception. 791 unduplicated households received temporary housing assistance in calendar year 2024.	*$ 977,882*	*$ -*	*$ -*	*$ -*

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Employment & Human Services Department (EHSD)*
REPORTING PERIOD: *FY 2025/26 - Period 3 (thru September 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
	State	CalWORKs Permanent Homeless Assistance (PHA)	There are two types of PHA: Permanent Homeless Assistance and Arrearage Payments. 1) Permanent Housing Assistance is available to pay a security deposit and last month's rent to secure permanent housing. 2) Permanent Housing Arrearage Payments include the ability to pay up to two months of rent arrearages to prevent eviction. 157 unduplicated households received CalWORKs permanent housing assistance in calendar year 2024.	*$ 384,038*	$ -	$ -	$ -
	State	Transitional Housing Plus Program- Housing Community Development	The Transitional Housing Program Grant through the CA Housing Community Development Department provides funding to counties for child welfare services agencies to help young adults aged 18 to 24 years find and maintain housing, with priority given to those formerly in the foster care of probation systems. EHSD CFS utilizes this funding to provide additional THP+ housing and supportive services. 53 clients recevied THP+ services in FY23-24	*$ 415,126*	*$ 415,126*	$ -	*$ 415,126*
	State	Foster Youth to Independence	The FYI initiative makes Housing Choice Voucher (HCV) assistance and supportive services available to eligible current and former foster youth/young adults age 18 through 24. IDA with H3. 37 CFS clients were referred to FYI HCV vouchers in FY 2023-24.	*$ 129,604*	*$ 129,604*	*$ 71,381*	*$ 58,223*
	Federal	CSBG contract with Greater Richmond Interfaith (GRIP)	Operates an emergency shelter placement housing readiness and navigation, and daily meal program. 125 unduplicated individuals were served in calendar year 2024.	*$ 37,182*	*$ 37,182*	*$ 37,182*	$ -
	Federal	CSBG contract with Monument Crisis	Provides comprehensive support services for at-risk eligible Contra Costa County residents including nutritious food, health education, job-training, housing application assistance, and wellness activities. 14,900 unduplicated individuals were served in calendar year 2024.	*$ 37,182*	*$ 37,182*	*$ 37,182*	$ -
				$ 12,092,219	**$ 9,062,007**	**$ 5,880,749**	**$ 3,181,258**
					as % 74.9%	48.6%	26.3%

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Conservation and Development Department (DCD)*
REPORTING PERIOD: *FY 2024/25 - Period 12 (thru June 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
DCD	*Federal (CDBG)*	*Food Bank of Contra Costa & Solano: Collaborative Food Distribution Program*	*Senior Food program with distribution sites throughout Concord and the urban County. The Senior Food Program offers low-income seniors a free bag of groceries twice a month, including deliveries via a partnership with Meals on Wheels.*	*$46,500*	*$46,500*	*$46,500*	*$ -*
DCD	*Federal (CDBG)*	*Loaves & Fishes of Contra Costa: Nourishing Lives Program - Martinez Dining Room*	*Provides a hot nutritious meal and food pantry to very low to low-income people living in the county, allowing people to save their income for other expenses such as rent, utilities, and healthcare and giving the homeless and the food insecure population easier access to nutritional food, including fresh produce. County CDBG funds support the Loaves and Fishes dining room location in the City of Martinez.*	*$18,000*	*$18,000*	*$18,000*	*$ -*
DCD	*Federal (CDBG)*	*Meals on Wheels Diablo Region: Meals on Wheels Program*	*Provides nutritious meals to all frail, home bound seniors living in Contra Costa County to help them live at home in safety, in comfort and with dignity for as long as possible. Clients are 62+ years old, home bound, and are unable to shop and/or prepare meals for themselves. Seniors benefit from daily health and wellness checks from volunteer drivers and ongoing client monitoring through in-home visits by outreach workers.*	*$17,000*	*$17,000*	*$17,000*	*$ -*
DCD	*Federal (CDBG)*	*SHELTER, Inc.: Homeless Prevention and Rapid Rehousing Program*	*The goal of the program is to assist Contra Costa County residents facing a housing crisis. The program rapidly rehouses homeless households and prevents homelessness for households who are at immediate risk of losing their home by providing supportive services, and financial assistance.*	*$30,000*	*$30,000*	*$26,714*	*$ 3,286*

FEMA COVID-19 Reserve
Survey of Food Insecurity, Rapid Rehousing and Rental Assistance Programs

DEPARTMENT: *Conservation and Development Department (DCD)*
REPORTING PERIOD: *FY 2024/25 - Period 12 (thru June 30, 2025)*

PROGRAM INFORMATION				FINANCIAL INFORMATION			
CCC Department	**Federal, State, Local**	**Program Title**	**Program Description**	**Total Allocation**	**Amount in Contract**	**Amount Expended**	**Contract Balance**
DCD	*Federal (ESG)*	*SHELTER, Inc.: Homeless Prevention and Rapid Rehousing Program*	*The goal of the program is to assist Contra Costa County residents facing a housing crisis. The program rapidly rehouses homeless households and prevents homelessness for households who are at immediate risk of losing their home by providing supportive services, and financial assistance.*	$ 131,060	$ 131,060	$ 131,060	$ -
DCD	*Federal (State ESG - funds provided from the State via HUD/federal govt.*	*SHELTER, Inc.: Homeless Prevention and Rapid Rehousing Program*	*The goal of the program is to assist Contra Costa County residents facing a housing crisis. The program rapidly rehouses homeless households and prevents homelessness for households who are at immediate risk of losing their home by providing supportive services, and financial assistance.*	$ 108,688	$ 108,688	$ 108,685	$ 3
				$ 351,248	**$ 351,248**	**$ 347,959**	**$ 3,289**
				as %	**100.0%**	**99.1%**	**0.9%**

SUPERVISOR

JOHN GIOIA

CONTRA COSTA COMMUNITY IMPACT FUND DISTRICT 1 TOWN HALL REPORT

November 13, 2025

Executive Summary

Background

In June 2025, the Board of Supervisors allocated $5 million to create the Contra Community Impact Fund, with $1 million designated for each Supervisor's District. To gather input for this fund, the Board of Supervisors/County Administrator's Office launched a Community Impact Fund Survey. Each Supervisor also conducted an independent process to receive feedback from their District residents. Supervisor John Gioia and staff led five town halls and a focus group across his Supervisorial District One, engaging 275 residents, youth, organizational leaders, and advocates. The goal was to gather authentic community input on how to allocate $1 million to promote equity and address health and economic disparities in West Contra Costa.

Data Overview

The 5 town halls and one focus group were well-attended, with a total of **275 participants**.

- Latina Center Focus Group (Richmond): 15 attendees (in-person, Spanish)
- Youth Only Town hall (RYSE, Richmond): 60 attendees (ages 13–24, in-person)
- Pinole Town hall (City Hall): 30 attendees (hybrid)
- St. Peter CME Church Town hall (El Cerrito): 50 attendees (hybrid)
- RYSE Center Town hall (Richmond): 48 attendees (hybrid)
- San Pablo Town hall (City Hall): 72 attendees (hybrid)

2025

Key Categories

The feedback collected from these sessions revealed a wide variety of community needs and priorities, which can be categorized as follows:

- **Public Health:** Emphasis on mental health services, wellness programs, and healthcare access.
- **Education:** Support for educational programs, resources for schools, and youth development initiatives.
- **Vocational Opportunities:** Expansion of job training programs and employment resources.
- **Housing:** Advocacy for affordable housing projects and homelessness prevention measures.
- **Local Environment:** Enhancements to parks, green spaces, and community beautification projects.
- **Legal Services:** Access to legal aid and justice-related services for vulnerable populations.
- **Arts and Culture**: Investment in cultural programs, arts initiatives, and community events.
- **Transportation:** Improvements in public transportation infrastructure and accessibility.

Methodology

Participants were invited to share their input through various means, including in-person and virtual oral comments, posted written sticky notes, Zoom tools, and surveys. Comments were transcribed, categorized, and prioritized to reflect community priorities. All participant comments were recorded and categorized to ensure the diverse needs and voices within the community were effectively captured. Spanish and ASL interpretation were offered, and Spanish interpretation was utilized.

Conclusion

The synthesis of the data and narratives collected provides a roadmap for elected officials and policymakers to make informed and equitable public investments that address the critical needs of the community. The commitment to language justice and inclusive engagement was central to ensuring all community members could participate fully, reinforcing the importance of equity in decision-making processes.

Full Town Hall Report Findings

Table of Contents

1. Background & Methodology
2. Data Overview & Highlights
3. Community Input
4. Input on the Process
5. Conclusion

Background

In June 2025, the Board of Supervisors allocated $5 million to create the Contra Community Impact Fund, with $1 million designated for each Supervisor's District. To gather input for this fund, the Board of Supervisors/County Administrator's Office launched a Community Impact Fund Survey. Each Supervisor also conducted an independent process to receive feedback from their District residents to aid in their decision-making process to determine how to spend this fund of money.

Supervisor John Gioia and staff led five town halls and a focus group across his Supervisorial District One, engaging 275 residents, youth, organizational leaders, and advocates. The goal was to gather authentic community input on how to allocate $1 million to promote equity and address health and economic disparities in West Contra Costa.

The outreach strategy was robust, and Supervisor Gioia's Office thanks the community partners that assisted with outreach, planning and organizing the events, including Collective Care CoCo, St. Peter C.M.E. Church, RYSE Center, City of San Pablo, and City of Pinole. The town halls across District One revealed diverse community needs embedded in thematic consistencies. People of all backgrounds participated with notable, energetic optimism. We can confidently report that our constituents want County funding and believe in its ability to enable enhancements in public health, education, vocational opportunities, housing, local environment, legal services, arts, and transportation.

The following report synthesizes the priorities, narratives, and direct quotes from these sessions, providing a roadmap for elected officials and policymakers to advance equitable public investments.

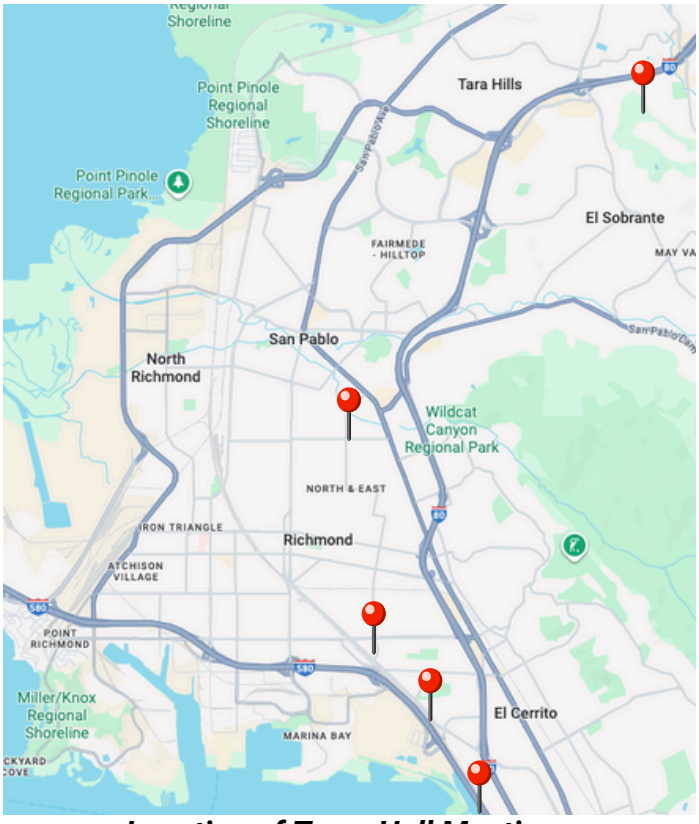
Data Overview

Attendee Profile

West County residents, organizational leaders, resident advocates, a small number of government staff, and CBOs seeking to expand services.

Methodology

The goal was to gather authentic community input on how to allocate $1 million to promote equity and address health and economic disparities in West Contra Costa. The focus group and five town halls provided a background and overview of the American Rescue Plan Act (ARPA) and the Board's allocation of $5 million. The discussion portion began with the question "How would you spend $1 million to promote equity and address economic health disparities in West Contra Costa?"



Location of Town Hall Meetings

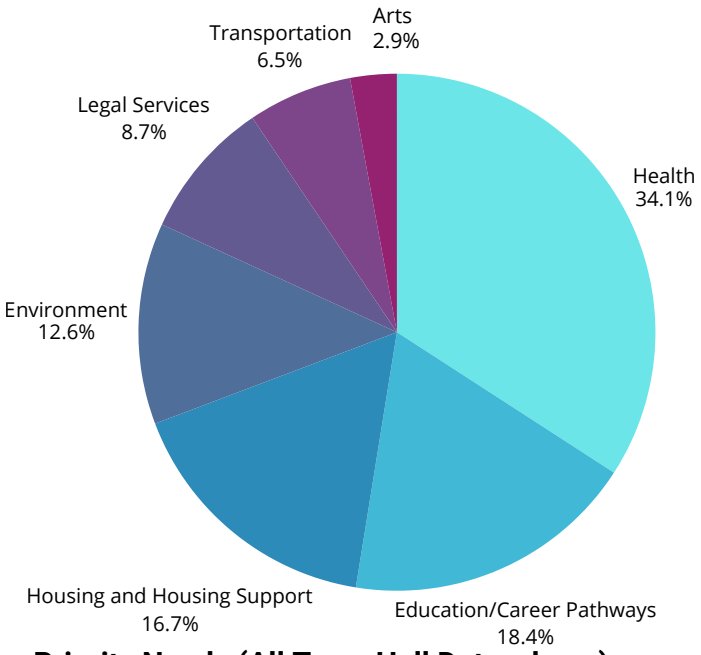
Input was collected via in-person and virtual oral comments. in-person participants were also invited to write their ideas on sticky notes, staff also transcribed comments on sticky notes in real time. Virtual tools were utilized by participants such as Zoom whiteboard, chat, surveys, and email. Comments were prioritized using sticky notes, dot stickers, and frequency of comments. All contributions were recorded and categorized to reflect community priorities. This comprehensive approach ensured that the diverse needs and voices within the community were effectively captured. Additionally, the commitment to language justice principles ensured that all community members could participate fully, regardless of their language proficiency. Spanish and ASL interpretation were offered, and Spanish interpretation was utilized. The Latina Center focus group was held in Spanish, co-facilitated with staff from the Latina Center and Office of Supervisor John Gioia.

Date	Time	Location	Attendance
9/18/2025	9:30 AM	Latina Center Focus Group, Richmond (in-person)	15
9/23/2025	5:00 PM	Youth Only Town Hall, RYSE Richmond (Hybrid)	60
9/30/2025	6:00 PM	Pinole Town Hall, City Hall (Hybrid)	30
10/2/2025	5:30 PM	St. Peter CME Church, El Cerrito (Hybrid)	50
10/6/2025	1:30 PM	RYSE Center, Richmond (Hybrid)	48
10/9/2025	6:00 PM	San Pablo Town Hall, City Hall (Hybrid)	72

Highlights

Identified Populations of Concern

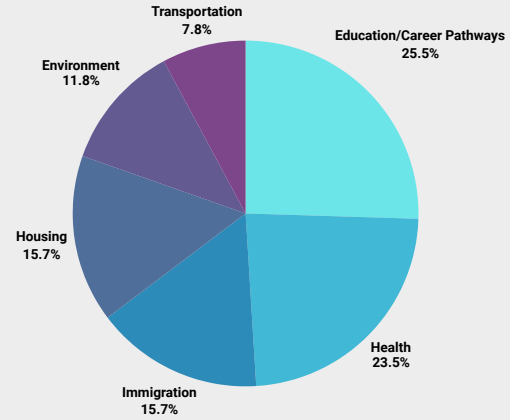
- Children 0–12
- Youth / Young Adults 13–24
- Seniors
- African American Population
- Asian Communities
- Latino/x Population
- Immigrants
- Reentry Population
- North Richmond Residents



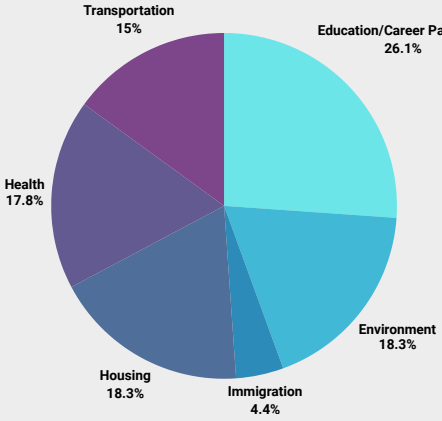
Priority Needs by Town Hall

Priority Needs (All Town Hall Data, above)

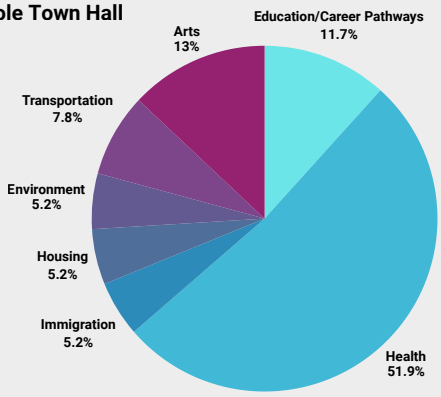
Latina Center Focus Group



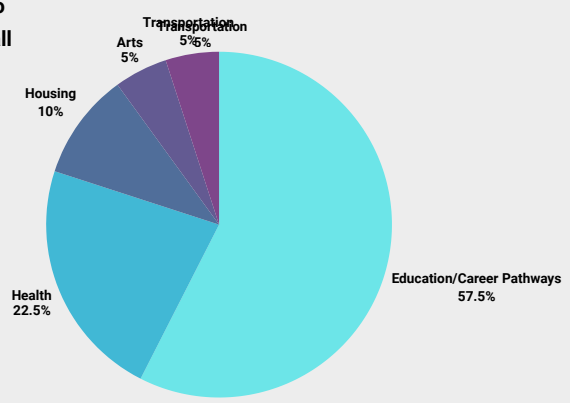
RYSE- Youth ONLY Town Hall



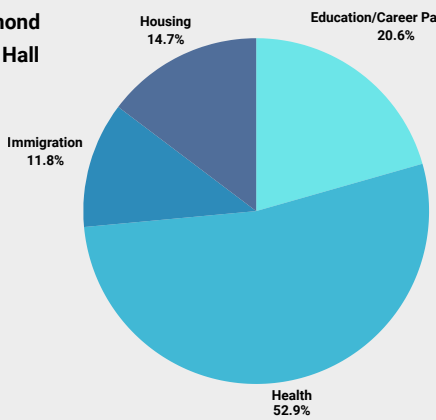
Pinole Town Hall



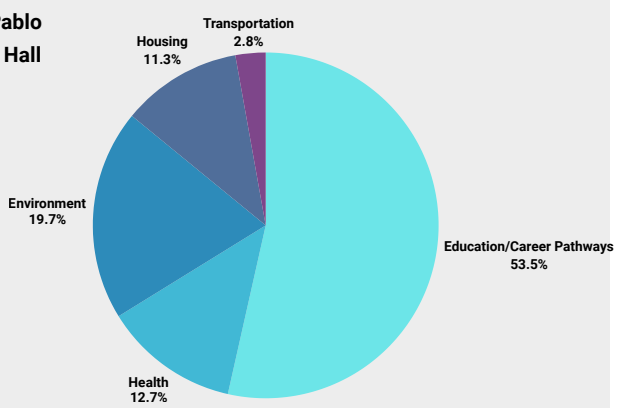
El Cerrito Town Hall



Richmond Town Hall



San Pablo Town Hall



Community Input: Narratives, Data, and Quotes by Category

1.Health, Mental Health & Wellness (141 attendees prioritized)

Narrative

Residents across a diverse range of town halls consistently called for affordable, accessible healthcare, mental health support, and culturally competent services, especially for youth, seniors, African American, immigrant, and unhoused populations. Nutrition support and mental health resources for vulnerable populations – and often hard to reach populations where stigmas about mental health persist – were frequent highlights of the health, wellness, and equity related feedback.

Key Priorities

- Affordable healthcare, expansion of clinics, free medical services for the unhoused
- Mental health and behavioral health support for parents and youth
- Nutrition, food security, and increased food distribution capacity
- Culturally competent AA mental health providers, maternal health programs, and doulas
- Peer-based wellness centers, addiction recovery, and respite services for seniors
- Support for vulnerable families, childcare, and children with disabilities

Quotes

- "Mental Health and Behavioral Health support for parents and youth who are dealing with anxiety, feeling unsafe, truancy due to ICE riots."
- "Free Therapy/Therapists in Schools/Mental Health Improvement Activities."
- "We should have herbalist/motivational speakers, hormone health and more. This because my mom was part of a research hub that talked about creating a sex education curriculum that went more in depth of healthy overall health. Maybe we should do something like that here."
- "Funding for health and wellness of the most vulnerable, especially African American populations."
- "Expansion of community-based clinics and free medical services for the unhoused."

2. Education/Career Pathways (76 attendees prioritized)

Narrative

Community members emphasized scholarships, mentorship, and career pathways in STEM, health, and entrepreneurship, with a focus on African American youth, immigrants, and economically vulnerable populations. Respondents noted that funding for education and career pathways may be an excellent investment for our relatively limited dollars because these investments into youth could compound over time. Attendees were generally very positive but cognizant of deep inequities and the failures of public investments in the past, while also remaining optimistic and intentional that the dollars must be leveraged for long-term utility rather than one-time, transitory stimulus. Phrases like investments, leveraging, and long-term were consistent.

Key Priorities

- Scholarship funds for students interested in medicine and STEM
- Mentorship programs for STEM and MATH with AA mentors
- Wage support for early childhood educators
- Entrepreneurial education, job training, and arts for young people
- Career building internships, resource centers for immigrants, and intergenerational programs

Quotes

- "Scholarship funds for students interested in medicine and STEM."
- "Mentorship programs for STEM and MATH with AA mentors."
- "Funding for entrepreneurial education programs for AA youth."
- "Choices for different pathway to education programs and career building like Welding, Beauty Industry, Fashion Design and Medical Certifications."
- "Youth who do not qualify to existing programs due to immigration status or other barriers."
- "African American doctors like me are getting older … without providing financing for scholarships for students interested in going into medicine, they have no hope."

Community Input: Narratives, Data, and Quotes by Category (continued)

3. Housing & Housing Supports (69 attendees prioritized)

Narrative

Affordable housing and transitional supports for youth, immigrants, and the unhoused were urgent themes. Residents advocated for emergency housing, group homes, rental assistance, and pathways to homeownership. Housing investments were a prominent theme particularly among young town hall participants, possibly reflective of the challenging housing market that confronts most young people as they enter the workforce or look to move out of the homes or apartments in which they grew up.

Key Priorities

- Transitional housing for youth and young adults (YYAs)
- Affordable apartments, emergency housing, and homeless shelters
- Rental assistance, homeownership programs, and grants for rehabilitation
- Housing programs for immigrants and single parents

Quotes

- “Give us more affordable apartments.” (youth)
- “I want a housing program for teens cause it’s not fair for them to be kicked out of their home.” (youth)
- “I want cheaper/affordable housing and better home quality.” (youth)
- “Housing programs for immigrants.”
- “More homeless shelters to get people off the street”

4. Environment (52 attendees prioritized)

Narrative

Environmental justice was a recurring theme, with calls for community clean-ups, improved air and water quality, and safer, greener public spaces. Equity in public spaces was a recurrent theme, with participants noting that factors like safety, cleanliness, transportation, and history can all play roles in reducing usage of existing public spaces. Accessibility and walkability were frequent themes, and often in the context of providing a holistic approach at improving health and reducing healthcare costs.

Key Priorities

- Community clean-up events, clean air and water
- More gardens, trees, and solar power
- Street safety initiatives, better lighting, and school facility improvements

Quotes

- “I would like to see a community that cleans up the streets and parks. Cleaner river, ponds, oceans. More care over the animals/wildlife.”
- “Parts of Richmond near Foods Co need to be cleaned up and BART.”
- “Clean Air/More regulations on refinery.”

Community Input: Narratives, Data, and Quotes by Category (continued)

5. Legal Services (36 attendees prioritized)

Narrative

Legal support for immigrants, reentry populations, youth, and homeowners was highlighted, alongside advocacy for tenant rights and protection from police misconduct. The relatively small investment needed to radically positively impact local lives was cited as a logical reason for this investment, as was the current political climate and the troubling attacks on undocumented residents that have come from the current federal administration.

Key Priorities

- Immigration support, reentry reintegration, clean slate housing programs
- Pro bono lawyers, tenant-landlord dispute resolution, legal counsel for homeowners
- Info sessions, know-your-rights, and funding for organizations like SAFE Center

Quotes

- “Immigration.”
- “Reentry reintegration.”
- “Pro Bono Lawyers.”
- “Protection from police misconduct.”
- “Info Sessions/Know Your Rights.”

6. Transportation (27 attendees prioritized)

Narrative

Improved transportation options, free driver training, and expanded services for youth and seniors were requested. Attendees pointed to the growing needs of West County seniors and others to maintain mobility as cuts in defined route transit systems loom and the costs of owning and operating a vehicle continue to climb.

Key Priorities

- Free driver training, free Clipper cards, more buses
- Expanded Richmond Moves service area, amenities at bus stops, better lighting

Quotes

- “Free Driver Training.”
- “Expand Richmond Moves Area of Service and hire more drivers.”
- “More transportation options.”

7. Arts and Culture (12 attendees prioritized)

Narrative

Arts advocacy focused on programming for youth and elders, culturally competent initiatives, and support for local creative projects. Arts programs for both youth and seniors were pitched as low-cost, engaging approaches to improve health outcomes, fuel educational and vocational attainment, and provide needed recreation and mental stimulation. It was also noted that access to high level artistic programming remains a serious equity issue, as the arts are often among the most notable imbalances between affluent communities and those struggling to satisfy basic material needs.

Key Priorities

- Advocacy through the arts, support for arts programming
- Culturally competent programming in arts, health, and environment

Quotes

- “Advocacy through the arts.”
- “Support for arts and arts programming.”

Input in the Process

Narrative
Participants raised critical questions about transparency, equity, and long-term impact in fund distribution. There was strong advocacy for local control, inclusion, and sustainability. Residents were favorable to the investments and tolerant of the limited funds ($1M) but were equally insistent on transparent processes and investments that will leverage existing resources to enhance impacts.

Key Questions, Quotes, and Feedback

- “Will there be a grant application process? And if so, what is the likely deadline?”
- “How can we ensure that investments in equity and health in West Contra Costa are not just short-term fixes, but long-term, community-driven solutions that empower families and youth to break cycles of poverty and thrive for generations?”
- “Can we ensure that the money is spent in west CCC and not just for west CCC? That is, don't spend it on outside consultants and contractors, spend it HERE with US, where we can keep it circulating amongst us.”
- “How will this funding be structured to allocate and proposals to be scored to give smaller nonprofits a fair chance?”
- “Will there be residents on the application review team? Also, will there be a chance to comment on the scoring/ranking criteria before the application period begins?”

Narrative Note

Feedback at St. Peter CME in El Cerrito was optimistic and intentional that the dollars must be leveraged for long-term utility rather than one-time, short-term, transitory stimulus.

Conclusion

The community’s priorities are clear: invest in health, mental health, housing, education, vocational opportunities, environment, legal services, transportation, and the arts, with a focus on equity and long-term impact. The voices and narratives captured here provide a blueprint for spending $1M to address health and economic disparities in District 1. The details in terms of allocation ratios and particular investments into partners and institutions remain their own consequential decision points, but the general outline of priorities can guide our approach.

As we reflect on the community sentiments gathered at town hall meetings throughout West County, I’m inspired by the compassion and creativity of our residents. Their ideas, powered by intelligence and heart, advance health and equity in our communities. Together, we prove yet again that we can transform visions into reality, ensuring that equity uplifts all policies in health, recreation, education, workforce training, and more. I thank the community’s commitment and dedication to building a brighter future for all in West Contra Costa County.

In partnership,
Contra Costa County Supervisor John Gioia, District 1

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4762 **Agenda Date:** 11/18/2025 **Agenda #:** C.1.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approve and Authorize the Director of Airports, or designee, to execute a hangar rental agreement at Buchanan Field Airport

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with John DeRuiter, for a north-facing T-hangar at Buchanan Field Airport effective November 5, 2025, in the monthly amount of $394, Pacheco area (District IV).

FISCAL IMPACT:
The Airport Enterprise Fund will receive $4,728 annually.

BACKGROUND:
On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES: November 5, 2025,** ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **John DeRuiter** ("**Renter**"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement **("Rental Agreement")** by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (**"Renter's Aircraft")**.

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **C-17** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site **("T-Hangar Site")** and shall hereinafter be described as the **"T-Hangar."**

   Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest, or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM**: This Rental Agreement shall be from month to month commencing **November 5, 2025,** and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent**. Renter shall pay **$ 394.00** in rent per month **("Monthly Rent")** due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated based on a thirty-day month and shall be due and payable at the time the Renter signs this Rental Agreement.

The Monthly Rent shall be adjusted annually by the change in Consumer Price Index **("CPI"),** as defined hereinbelow, for the latest one-year period ending December 31 of each year. CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area, as published by the Bureau

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4763 **Agenda Date:** 11/18/2025 **Agenda #:** C.2.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a hangar rental agreement at Buchanan Field Airport

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month shade hangar rental agreement with Michael J. McCosker, for a north-facing shade hangar at Buchanan Field Airport effective November 1, 2025, in the monthly amount of $175, Pacheco area (District IV).

FISCAL IMPACT:
The Airport Enterprise Fund will receive $2,100 annually.

BACKGROUND:
On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action will cause a loss of revenue to the Airport Enterprise Fund.

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CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES: November 1, 2025,** ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Michael J. McCosker** ("**Renter**"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement **("Rental Agreement")** by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (**"Renter's Aircraft")**.

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **B-14** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site **("T-Hangar Site")** and shall hereinafter be described as the **"T-Hangar."**

   Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

Docusign Envelope ID: A2946D5C-E186-45B8-B4E3-27B108445432

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest, or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM**: This Rental Agreement shall be from month to month commencing **November 1, 2025,** and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. **Monthly Rent and Additional Rent**. Renter shall pay **$ 175.00** in rent per month **("Monthly Rent")** due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated based on a thirty-day month and shall be due and payable at the time the Renter signs this Rental Agreement.

The Monthly Rent shall be adjusted annually by the change in Consumer Price Index **("CPI"),** as defined hereinbelow, for the latest one-year period ending December 31 of each year. CPI, as used herein, shall mean the Consumer Price Index for all Urban Consumers, All Items, for the San Francisco-Oakland-San Jose Metropolitan Area, as published by the Bureau

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4764 **Agenda Date:** 11/18/2025 **Agenda #:** C.3.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Contract Amendment with Richfield Real Estate Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with Richfield Real Estate Corporation to increase the amount paid to the County by $6,000 to a new payment limit of $15,000 to provide services to treat invasive weeds, with no change to the term through June 30, 2028.

FISCAL IMPACT:

The County will be reimbursed in an amount not to exceed $15,000 by Richfield Real Estate Corporation for providing supplies and labor to control invasive weeds in designated locations.

BACKGROUND:

Contra Costa County Agriculture/Weights & Measures Department has a long history of weed management and weed abatement. Contra Costa County is generally infested with two main non-native and invasive weeds (Artichoke Thistle and Purple Star Thistle) which are both B rated pests, and both are a detriment to range lands and regional and state parks. The Department will be implementing control methods that will protect endangered species as well as promote regrowth of native and desirable plants.

The current contract was approved by the Board on August 5, 2025, has a term of July 1, 2025, through June 30, 2028, and has a payment limit of $9,000. This amendment increases the payment limit by $6,000 to $15,000, with no change to the term. This agreement has a mutual indemnification provision which provides that each party will defend and indemnify the other for injuries or losses arising from the performance of the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to provide services to control invasive weeds at the designated locations. There will be a decrease in revenue and possibly increase the spread of noxious and invasive weeds not native to California.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4765 **Agenda Date:** 11/18/2025 **Agenda #:** C.4.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Contract Amendment with the California Department of Food and Agriculture for Pest Detection and Trapping Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to increase the payment limit by $6,000 to a new reimbursement amount of $720,511 for the County to provide additional pest detection and trapping services, with no change to the term ending June 30, 2026.

FISCAL IMPACT:

The State will reimburse the County for expenses incurred in an amount not to exceed $720,511. This revenue has been budgeted in Fiscal Year 2025/2026. 100% State, no County match.

BACKGROUND:

The current contract with CDFA has a payment limit of $714,511 and a term of July 1, 2025, through June 30, 2026, for the County to provide for the placement and servicing of traps for the detection of exotic insect pests, which are considered hazardous to agriculture and the economy of California. The insects may include but are not limited to the Mediterranean Fruit Fly, Mexican Fruit Fly, Oriental Fruity Fly, Melon Fly, Gypsy Moth, and Japanese Beetle. The agreement includes delimitation work associated with the detection of one or more life stages of target pests in the County, which involves placement of additional traps around the detected pest(s) to determine the severity of the infestation. The agreement includes an indemnification provision, which obligates the County to indemnify and defend the State for claims or losses arising out of the performance of this agreement.

This amendment would increase the payment limit by $6,000 to provide additional pest detection services to address the hazardous Spotted Lantern Fly.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the loss of revenue to the County and possible threats to the local agriculture and residents of Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4766 **Agenda Date:** 11/18/2025 **Agenda #:** C.5.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Blanket Purchase Order with Insight Public Sector

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Agricultural Commissioner, to execute a blanket purchase order with Insight Public Sector in the amount not to exceed $14,999 for the purchase of hardware and software facilitating the collection of agricultural data and issuing community communications for the period of December 1, 2025, through November 30, 2027.

FISCAL IMPACT:

The cost of these products is included in the Department's FY 2025-2026 budget. 100% General Fund.

BACKGROUND:

Contra Costa County Agricultural Biologists/Weights & Measures Inspectors are responsible for conducting inspections and having the ability to send communications while out in the field. The purchase of updated hardware and software will ensure the ability to do this without any hinderance.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not be able to conduct inspections required by the California Department of Pesticide Regulation for the programs we support and are unable to provide the type of customer service the community depends on.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4767 **Agenda Date:** 11/18/2025 **Agenda #:** C.6.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Blanket Purchase Order with Rice Lake Weighing Systems/Heusser Neweigh

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Agricultural Commissioner, to execute a blanket purchase order with Rice Lake Weighing Systems/Heusser Neweigh in the amount not to exceed $14,999 for the purchase of weight kits and calibration services to maintain compliance with weights and measurements standards of the California Division of Measurement Standards for the period of December 1, 2025, through November 30, 2027.

FISCAL IMPACT:

The cost of these products is included in the Department's FY 2025-2026 budget. 100% General Fund.

BACKGROUND:

Acquiring these weight kits allows the Department to maintain compliance with California Code of Regulations Title 4, Division 9, Chapter 3 §4070 of Article 1. As Table 1 shows, weighing devices appropriate for the proposed weight kits are to be inspected on an annual basis. Additional weight kits are necessary to continue to meet the legal obligations set forth in the California Code of Regulations.

Standards are certified by the State Division of Management Standards (DMS). Not all standards can be certified each time. The standards become unable to meet compliance and are retired from use. When this happens, the Department ends up with incomplete weight kits. Without complete and certified weight kits, inspectors cannot perform weighing device inspections correctly as set forth in the Field Reference Manual (derived from NIST HB 44).

CONSEQUENCE OF NEGATIVE ACTION:

Failure to obtain additional weight kits would put the Department's ability to meet state mandates at risk.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4768 **Agenda Date:** 11/18/2025 **Agenda #:** C.7.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Accept Board members meeting report for October 2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT Board Districts III & IV meeting reports for October 2025. District I, II, and V have nothing to report.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etcetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. Districts I, II, and V have nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

Supervisor Diane Burgis - October 2025 AB1234 Report

(Government Code Section 53232.3(d) requires that members legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

Date	Meeting Name	Location	Purpose
7-Oct	Board of Supervisors	Martinez	Meeting
8-Oct	LAFCO	Martinez	Meeting
14-Oct	Joint Townhall w/ Supervisor Scales- Preston	Antioch	Event/ Meeting
16-Oct	CCTA Webinar	Martinez	Meeting
16-Oct	TRANSPLAN	Antioch	Meeting
20-Oct	Immigration Court Visit	Concord	Meeting
21-Oct	Board of Supervisors	Martinez	Meeting

* Reimbursement may come from an agency other than Contra Costa County

Supervisor Ken Carlson - October 2025 AB1234 Report

(Government Code Section 53232.3(d) requires that members legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging, etc).

Date	Meeting Name	Location	Purpose
1-Oct	Behavioral Health Board Meeting	Martinez	Decision on Agenda Items
6-Oct	Special Equity Committee Meeting	Martinez	Decision on Agenda Items
7-Oct	Board of Supervisors Meeting	Martinez	Decision on Agenda Items
13-Oct	Meeting with County Administrator, Monica Nino	Martinez	Monthly Briefing
17-Oct	Construction Trades Council's Annual Event	Martinez	Community Outreach
20-Oct	Equity Committee Meeting	Martinez	Decision on Agenda Items
21-Oct	Board of Supervisors Meeting	Martinez	Decision on Agenda Items

* Reimbursement may come from an agency other than Contra Costa County

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-389 **Agenda Date:** 11/18/2025 **Agenda #:** C.8.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: ADOPT Resolution No. 2025- to kick off the 2025 Counties Care Holiday Food Fight, as recommended by Supervisor Andersen

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution to kick off the 2025 Counties Care Holiday Food Fight, as recommended by Supervisor Andersen

FISCAL IMPACT:
No budgetary impact. All funds raised will be donated to charity

BACKGROUND:
The Annual Counties Care Holiday Food Fight has evolved into a challenge between Contra Costa County and Solano County employees as a friendly competition to see which county can achieve the larger amount of donations, all in the spirit of helping the residents of both counties. Donations will provide support to the Food Bank of Contra Costa & Solano to assist in their mission of, “Leading the fight to end hunger, in partnership with our community and in service of our neighbors in need.”

CONSEQUENCE OF NEGATIVE ACTION:
Contra Costa County will not be able to participate in the 2025 Counties Care Holiday Food Fight

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF

Launching the "2025 Counties Care - Holiday Food Fight."

WHEREAS, Food Bank of Contra Costa and Solano Counties originated.as a Contra Costa County project; and

WHEREAS, The Food Bank works heroically on the frontlines of the daily effort to address food inadequacies, 2.7 million meals each month to Contra Costa County and Solano County residents; and

WHEREAS, The Food Bank distributes over 20 million pounds of food each year to food insecure residents of Contra Costa County seven days a week; and

WHEREAS, the number of residents of this County who are struggling to make ends meet and need the Food Bank's assistance continues to remain high; and

WHEREAS, climate, power outages, devastating fires, COVID-19, housing shortages, skyrocketing rents and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people that need extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled by our monetary donations from County employees to purchase and distribute fresh produce, which makes up nearly 55% of everything they dispense to our neighbors; and

WHEREAS, since 2002, approximately 6,530 employees of Contra Costa County, in virtually every department, have participated in this annual drive to serve the residents of Contra Costa County who are in need and have over the last 22 years raised approximately $1.6 million toward this effort; and

WHEREAS, the "2025 Counties Care - Holiday Food Fight" will take place between November 17th and December 31, 2025; and

WHEREAS, County employees engage the public to participate in the "2025 Counties Care- Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge; and

NOW, THEREFORE, BE IT RESOLVED:

that the Board of Supervisors of Contra Costa County does hereby recognizes this great and constant need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano Counties and its client organizations during the coming holiday season; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the "2025 Counties Care - Holiday Food Fight" and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby encourages all residents of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-390 **Agenda Date:** 11/18/2025 **Agenda #:** C.9.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Recognizing November 17 through November 21, 2025 as California Clerk of the Board of Supervisors Week

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Recognizing November 17 through November 21, 2025 as California Clerk of the Board of Supervisors Week

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Recognizing November 17 through November 21, 2025 as California Clerk of the Board of Supervisors Week

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF IN THE MATTER OF CONTRA COSTA COUNTY BOARD OF SUPERVISORS

RECOGNIZING NOVEMBER 17 THROUGH NOVEMBER 21, 2025 AS CALIFORNIA CLERK OF THE BOARD OF SUPERVISORS WEEK

WHEREAS, California counties provide many services that are essential to the lives of Californians; and

WHEREAS, the office of the Clerk of the Board of Supervisors plays an integral role in the function of California County government; and

WHEREAS, in Contra Costa County the Chief Assistant Clerk of the Board and her outstanding team perform many legally mandated functions that protect and preserve the rights of the citizens to an open and accessible government; and

WHEREAS, the work performed by Clerk of the Board Office is a time-honored and vital part of local government; and

WHEREAS, the Clerk's duties of record keeping are revered, their work among the earliest recorded on behalf of the public, and Clerks have long pledged to maintain their neutrality and impartiality of the proceedings of government; and

WHEREAS, the California Clerk of the Board of Supervisors Association, an affiliate of the California State Association of Counties, is organized to promote the principles of good government, to represent the interests of Clerks of the Board with legislative bodies and other professional organizations, to encourage the development of professional growth and education, and to support the objectives of all regional groups established within the Association; and

WHEREAS, it is most appropriate that we recognize the accomplishments of Clerks of the Board across the 58 counties in the State of California.

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of Supervisors of the County of Contra Costa does hereby proclaim the week of November 17 through November 21, 2025, as "*California Clerk of the Board of Supervisors Week"* in recognition of the high level of services bestowed upon the people of Contra Costa and the people of California by Clerks of the Board.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-391 **Agenda Date:** 11/18/2025 **Agenda #:** C.10.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: **Adopt resolution recognizing the month of OCTOBER as AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance**

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Adopt Resolution **recognizing the month of OCTOBER as AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance**

FISCAL IMPACT:
None

BACKGROUND:
See Resolution

CONSEQUENCE OF NEGATIVE ACTION:
N/A

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF **recognizing the month of OCTOBER as AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance**

WHEREAS, today, more than 25 million Asian American, Native Hawaiian, Pacific Islanders (AANHPI) live in the United States and, through their actions, make the United States of America a more vibrant, prosperous, and secure Nation; and

WHEREAS, Peoples of Chinese heritage first arrived to the United States of America in the early 1800s, constituting approximately 225years of valuable contributions to the nation; peoples of Japanese and Korean heritages first arrived to the United States of America in the 1880s , constituting approximately 145 years of valuable contributions to the nation; peoples of South Asia heritage first arrived to the United States of America as early as the 1700s, and in large numbers in the late 1800s, constituting approximately 325 years of valuable contributions to the nation; and peoples of Southeast Asian and Pacific Islander heritages first arrived to the United States of America in the 1960s constituting approximately 70 years of valuable contributions to the nation; and

WHEREAS, The few select AANHPI populations mentioned above alone constitute decades of investment, labor, love, and sacrifices on and for USA soil - from West Coast, East Coast, Midwest, Northern and Southern United States, Hawaii, Alaska, and Puerto Rico; and AANHPI individuals and communities (current and past) have contributed greatly to the economy, labor, government, military, technology, cuisine, education, entertainment, agriculture, and cultural fabric of this nation; and

WHEREAS, The Autumn months of August through October mark a diverse array of Eastern celebrations and festivals honoring past ancestors, harvest, festivities, reflection, remembrance, and the Moon. Lunar symbolism occupies an important role in Eastern traditions with practices, adaptions, and variance in accordance with the unique population and culture. Vietnamese “Tết Trung Thu” and Chinese “Zhongqiu Jie (中秋)” celebrate end of the year bounty and the full moon with lanterns making moon cakes and sweets, , and family reunions. Indians and South Asians celebrate “Diwali”, the Festival of Lights, between October and November as a triumph of light over darkness on the night of the new moon with lighting lamps, sharing food, and celebrating with family and friends; and

WHEREAS, Chuseok(추석) “Korean Thanksgiving” is celebrated with ancestor veneration and feasts from the successful harvest, Japanese Tsukimi (月見) celebrates the end of year harvest with Dango (団子

) rice dumplings, poetry, art, rituals, moon viewing with reverence and gratitude for health, abundance, and prosperity; and
Americans of Japanese ancestry leading various community-basedorganizations such as The Contra Costa Japanese American Citizens League (Richmond, CA), have established themselves as foundational, valuable, and irreplaceable **communities** in the enduring richness,abundance, and beautification of Contra Costa County; and

WHEREAS, it is our duty and responsibility to stand against cultural erasure, to honor unseen struggles, sacrifices, and the unbreakable nature of the human spirit.

WHEREAS, AANHPI communities continue to honor the AutumnHarvest Festival and reflect upon the rhythm of the moon cycle as a time of renewal: after the luminous moon passes through the sky, the brilliant sun rises over the Golden Coast of California.

NOW, THEREFORE, The Contra Costa County Board of Supervisors, do hereby proclaim **October 2025** as **"AANHPI Autumn Harvest Festival Cultural Celebration and Remembrance Month"** and are dedicated to a Contra Costa County where all can thrive in wealth, health, prosperity and the shared abundance of communal harvest.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4769 **Agenda Date:** 11/18/2025 **Agenda #:** C.11.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: CSB - 38-126-0 Head Start and Early Head Start Policy Council Bylaws Approval

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Amended Bylaws of the Contra Costa County Head Start and Early Head Start Policy Council, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Employment and Human Services Department's Head Start and Early Head Start Policy Council collaborates with the Contra Costa County Board of Supervisors and key management staff to develop, review, and approve planning functions, general procedures, and human resources related to the Head Start and Early Head Start programs. The Board approved the current Bylaws on April 27, 2021, Item C.73. This action is to approve the Bylaw amendments recommended and approved by the County Counsel on October 23, 2025, and anticipated to be approved by the Head Start and Early Head Start Policy Council subcommittee on November 19, 2025. The Bylaw amendments are as follows:

1. (Page 3), Section IV, A: Changed the number of member seats to twenty-six (26) from thirty-six (36) to align with the County's current childcare slots of 1,201, which requires one (1) seat for every sixty (60) slots plus six (6) seats for community and past parent representatives.
2. (Page 7), Section VI: Changed number of subcommittees to four (4) from six (6) to decrease the number of monthly meetings, which will encourage greater parent participation.
3. (Page 7), Section VII, A: Added the word "meetings" to agendas, which will be published 96 hours in advance, B: Added the phrase "and the public" to receiving 24-hour notice of special meetings, C: Changed the percentage to 51% from 40%, removed the word "vacant" and the following statement has been added "A quorum exists when fifty-one percent (51%) of members are present." This ensures that quorum can be reached.

CHILDREN'S IMPACT STATEMENT:

This agreement supports one (1), three (3), four (4) and five (5) of the Contra Costa County's community outcomes of the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the Head Start and Early Head Start Bylaws would not be amended to provide greater clarity to Head Start functions.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4770 **Agenda Date:** 11/18/2025 **Agenda #:** C.12.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: APPOINT Tuliisa Miller to the District 1, Public Sector seat on the Economic Opportunity Council, for a term ending on June 30, 2026 as recommended by Supervisor Gioia

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Tuliisa Miller to the District 1, Public Sector seat on the Economic Opportunity Council, for a term ending on June 30, 2026

FISCAL IMPACT:
none

BACKGROUND:
The Economic Opportunity Council makes recommendations to the Board of Supervisors on all program proposals and budgets related to Community Services Block Grant and the Weatherization program, and performs other functions as specified in the Economic Opportunity Act of 1964

CONSEQUENCE OF NEGATIVE ACTION:
The appointment would not be made and the District would not have full representation on the advisory council

Application Form

Profile

TuLiisa
First Name

Middle Initial

Miller
Last Name

[redacted]
ome ress

Suite or Apt

[redacted]
City

[redacted]

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]

District Locator Tool

Resident of Supervisorial District:

☑ District 1

Employer

Job Title

Length of Employment

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?

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Economic Opportunity Council: Submitted

Seat Name

Public Sector District 1

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 *

☑ High School Diploma

College/ University A

Name of College Attended

FAMU

Degree Type / Course of Study / Major

Bachelors of Science

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

Pharmacy Technician

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, commitee, or commission.

I would like to serve on the EOC because I am passionate about creating equal opportunities for individuals and their families who have low incomes. I believe that access to quality resources, education, and supportive services can empower people to achieve long-term stability, in addition to better outcomes. My background with the YMCA and having worked with County programs has given me insight into both the challenges and solutions that can drive economic growth. I'm committed to collaborating with others to identify gaps, develop strategies, and strengthen community partnerships. Serving on this council learn and contribute to the community as a whole.

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

My qualifications for this appointment come from both professional and lived experience. I have served on the Parent Policy Council CSB for 3 years. With the council I actively participate in decision-making and advocacy for the families in need. As someone who has personally experienced poverty and utilized programs such as TANF and Head Start, I bring firsthand understanding of the challenges that are faced by having low income. I understand the importance of having access to supportive systems. These personal experiences have strengthened my commitment to helping others achieve self-sufficiency through education, empowerment, and community resources. I believe my perspective and dedication would add valuable insight to the EOC’s mission.

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:

Policy Council

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.

I've volunteered for the Policy Council.

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 undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☑ I Agree

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.

Tu'Liisa Miller
[redacted] • Richmond, California 94801 • [redacted] •
Email: [redacted]

Professional

Passionate and focused professional; dedicated to contributing to the community and providing high-level support. Demonstrated ability to maintain efficient operations, streamline practices, maintain compliance, and support the day-to-day operations; delivers world class service. Offers a comprehensive understanding of medical terminology/technology and all health care regulations, including HIPAA and Joint Commission. Highly efficient, organized, and skilled in a wide-range of activities, such as:

- *Healthcare Support & Operations*
- *Patient Registration and Support*
- *Office Administration and Management*
- *Communication and Interpersonal Skills*
- *Healthcare Ethics and Regulations*
- *Maintains Records Confidentiality*

EDUCATION and CREDENTIALS

Bachelor of Science degree with a major in Occupation and Wellness - Healthcare Administration / Management
Florida A&M University – Tallahassee, Florida – Bachelor of Science degree completed - Achieved Academic Honors
Relevant Coursework: Anatomy and Physiology, Medical Sociology, Medical Terminology, Professional Development, Health Laws, and Physics

Pharmacy Technician
Vasco Career College – Richmond, Ca – Pharmacy Technician Certificate Received

Early Childhood Education
Berkeley City College – Berkeley, Ca – Early Childhood Education

PROFESSIONAL EXPERIENCE

Manager – Per Diem
September 2022 – Present
KBeverages
Richmond, Ca

- Refill and restock vending machine inventory
- Review cash flow and PnL statements
- Maintain website and social media accounts
- Maintain excellent customer service for existing customers

Pharmacy Operations Manager
November 2021- October 2022
Walgreens
Richmond, Ca

- Ensured efficient pharmacy workflow
- Provide positive patient experiences
- Serves as a Certified Pharmacy Technician
- Responsible for the selection, scheduling, and development of pharmacy technician personnel.
- Leads training, coaching, and performance management of pharmacy technicians
- Responsible for assisting the pharmacist in the delivery of patient care including patient registration, prescription data entry, preparation of mediations for patients, and counting

Pharmacy Technician
February 2021 – October 2021
CVS
Emeryville, Ca

- Operating cash registers and ringing up merchandise for customers.
- Answering questions of the customers on the phone and in person
- Fulfilling prescription orders and processing payments
- Getting in touch with insurers when needed to resolve issues related to orders
- Tracking inventory levels in the pharmacy

Eligibility Services Technician II
2018 – 2019
Alameda County – Social Services Agency
Oakland, California

Provided excellent customer service. Became an effective communicator and displayed excellent interpersonal skills. Grasped new concepts and displayed the ability to disseminate information accurately.

- Interview applicants for public assistance aid programs by phone or in person
- Completes or assists with completion of application forms and witnessing signatures; taking sworn statements from applicants and recipients regarding the accuracy of their application for public assistance.
- Explains program regulations and the client's rights and responsibilities
- Completes income budgets
- Maintains electronic case records

Administrative Coordinator
2017-2017
American Board of Foot and Ankle Surgery
San Francisco, California

Provide administrative support to the company's staff. Responsible for performing clerical duties, maintaining databases, creating reports, maintaining the office, and securing maintenance. Assist with on-boarding new staff.

- Coordinate meetings and conferences relating to departmental matters.
- Complete RFP's for new office lighting and telephone systems.
- Identify, sort and classify hard-copy customer agreements related to quality, change notification and audits
- Assist in the development of an organized filing system
- Greet visitors and callers, route and resolve information requests.

Administrative Associate
2016-2017
(Contract – Compass Consulting Group)
Genentech
South San Francisco, California

Provide effective administrative support to the V.P. of Clinical Pharmacology and supporting Scientists. Identifies and anticipates the needs of the group. Currently manages multiple schedules that include heavy calendaring. Assists the department with special projects; coordinates, arranges, and supports meetings and activities both off and on-site.

- Demonstrates effective problem-solving skills and provides excellent customer service
- Able to work effectively under pressure and prioritize tasks.
- Facilitates communication on behalf of the team ensuring key information is proved clearly, quickly and accurately at the appropriate time
- Plans, schedules, and coordinates onsite/offsite meetings to include audio and video conferencing

Economic Self-Sufficiency Specialist 1 2014 - 2015
State of Florida – Department of Children and Families Tampa, Florida

Provide world class customer service to citizens of Florida requiring financial or healthcare assistance. Serve as a mentor for new employees in a three month period; provide coaching, mentorship, and guidance and facilitate training sessions. Proactively identify potential fraud in cases and reports data to management staff.

- Recipient of the *High Achiever* award for scoring 91+% in the training program and received a *Certificate of Appreciation* award for exceptional contributions; consistently exceeds internal quotas
- Conduct interviews with applicants to obtain and verify information necessary to determine overall eligibility for SNAP, Medicaid and TANF; calculate income for cases and develop customized solutions
- Achieve continual compliance with strict federal and state regulations when determining eligibility for benefits; recognized as a subject matter expert in regulatory compliance and enforces procedures

- Provide high-level support to clients and deliver advice on deadlines, timeframes, and necessary actions to be taken; follow-up on missing documentation and investigate any suspicious information

Administrative Assistant / Customer Service 2014
City of Tampa
Tampa, Florida

Delivered high-level administrative support within a fast-paced environment; answered a high-volume of incoming phone calls on a multi-line system, updated and maintained confidential files, processed payments, produced reports, composed correspondence, and managed and maintained any third party billing accounts.

- Provided world class customer service and support; responded to inquiries, questions, or requests, assisted all customers with monthly parking applications, and effectively resolve complex complaints

Office Assistant
2013
Hillsborough County Social Services
Tampa, Florida

Assessed the needs of clients and effectively communicated options; responded to inquiries, questions, or requests and resolved complex issues. Scheduled appointments for case manager and managed calendars; developed agendas. Answered a high-volume of incoming phone calls on a multi-line system and routed calls.

- Streamlined processes by arranging files in alphabetical order, resulting in increased efficiency and accuracy in file retrieval and data; consistently surpass objectives and influenced new improvements

Sales Representative
2012
One Touch
Direct Tampa
, Florida

Conducted a high-volume of outbound calls and answered incoming phone calls within a fast-paced setting; solicited orders for goods and services, presented value-added solutions, responded to inquiries, questions or requests, and effectively resolved complex complaints. Delivered education about key products and services.

- Established, strengthened, and maintained productive relationships with customers and created positive experiences, resulting in increased loyalty, satisfaction, and retention; exceeded client goals

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4771 **Agenda Date:** 11/18/2025 **Agenda #:** C.13.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointment to the Family and Children's Trust Committee

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Natalya Dunauskas to the At-Large #3 Seat with a term ending September 30, 2027 on the Family and Children's Trust Committee (FACT), as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
On January 7, 2020 the Board of Supervisors adopted Resolution No. 2020/1 adopting policy governing appointments to boards, committees, and commissions that are advisory to the Board of Supervisors. Included in this resolution was the requirement that applications for at large/countywide seats be reviewed by a Board of Supervisors committee.

The Family and Children's Trust Committee (FACT), was established in 1982 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derived from federal and state program legislation, and donations to the County's Family and Children's Trust Fund.

Every two years, the members of the FACT establish a series of County priorities for the use of these funds through review of existing data and reports and by holding Public Hearings in various areas of the county. The Committee then develops a competitive bidding process to select non-profit, community-based agencies that can best provide the services determined to be most important. Program recommendations are made to the Board of Supervisors which makes the final funding decisions. The Committee continues to evaluate these funded programs to ensure continued provision of quality service and achievement of stated goals. Programs currently being supported include countywide parenting classes, therapeutic day care for emotionally disturbed children, treatment for families, young children and teens with both substance abuse and child abuse issues, services for homeless families, and projects to support children whose mothers have been victims of domestic violence and sexual assault.

On March 19, 2024 the Board of Supervisors approved a reduction of FACT Committee member seats from fifteen (15) to eleven (11). This reduction has allowed the FACT Committee to achieve quorum and meet regularly. Members are appointed by the Board and include citizens with expertise in children's issues, education, law, non-profit agency management, public health, and program research/evaluation. Terms for all Commission seats are two years.

At Large and non-District appointed seat vacancies on the FACT have been assigned for Family and Human Services Committee review since 2003.

At the October 13, 2025, Family and Human Services Meeting, the Committee approved the appointment of Natalya Dunauskas to the At-Large #3 Seat with a term ending September 30, 2027 on the Family and Children's Trust Committee.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

FACT ROSTER NOVEMBER 2025

Discipline Specific Seats (3)

1. **First 5 Commission**
   Exp. 09/30/2026
   Emily Hampshire
   Concord, CA 94520

2. **Mental Health**
   Exp. 09/30/2026
   Dr. Rhiannon Shires
   Danville, CA 94526

3. **Child Abuse Prevention Council**
   Exp. 09/30/2027
   Carol Carrillo, MSW
   Concord, CA 94520

*Chair
**Vice-Chair

At-Large Members (3)

1. **Nakenya Allen**
   Exp. 09/30/2026
   Martinez, CA 94553

2. **Maura Millison**
   Exp. 09/30/2027
   Clayton, CA 94517

3. **Natalya Dunauskas**
   Exp. 09/30/2027
   Pittsburg, CA 94565

Staff to FACT

Ana Kaye
40 Douglas Drive
Martinez, CA 94553
O: (925) 608-4885
kayea@ehsd.cccounty.us

Jan Nelson
40 Douglas Drive
Martinez, CA 94553
O: (925) 608-4941
nelsojb@ehsd.cccounty.us

Reception: (925) 608-5000

District Seats (5)

District I
Exp. 09/30/2026
Supervisor John Gioia
Catherine "Kay" Reed**
Kensington, CA 94707

District II
Exp. 09/30/2027
Supervisor Candace Andersen
Mary Flott
Alamo, CA 94507

District III
Exp. 09/30/2026
Supervisor Diane Burgis
Yvonne Wadleigh
Brentwood, CA 94513

District IV
Exp. 09/30/2027
Supervisor Ken Carlson
Erin Cabezas
Concord, CA 94521

District V
Exp. 09/30/2027
Supervisor Scales-Preston
Isabel Renggenathen*
Antioch, CA 94509

DRAFT

Draft – Effective following Board of Supervisor Approval; Anticipated Effective Date November 1, 2025
Blue Highlight represents appointment pending approval.

Application Form

Profile

Natalya
First Name

Middle Initial

Dunauskas
Last Name

[redacted]
Home Address

Suite or Apt

Pittsburg
City

CA
State

94565
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

Rainin Group, LLC / Kenneth Rainin Foundation
Employer

HR Generalist
Job Title

Length of Employment

19 years

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?

5 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Family & Children's Trust Committee: 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?

Education

Select the option that applies to your high school education *

☑ None of the above

College/ University A

Name of College Attended

CSU East Bay

Degree Type / Course of Study / Major

B.S. in Business Administration with HR Management Concentration

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Chabot College

Degree Type / Course of Study / Major

A.S. in Accounting

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

Resource Family Approval Certificate

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, commitee, or commission.

I have lived in Contra Costa County for over three years and have been a resource/foster parent for over three years. I am currently fostering a 15-year-old girl, and I am committed to the well-being of youth. I would like to be more engaged in my community and seek volunteering opportunities that promote positive youth development.

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

I have been a staff member for the Rainin Group, LLC / Kenneth Rainin Foundation, for 19 years. While working for a non-profit organization for many years, I would like to be more engaged in my own community in Contra Costa County, and I seek volunteering opportunities that promote positive youth development.

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.

I am a resource/foster parent.

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:

I receive a monthly stipend to help cover the costs of caring for a foster child.

Please Agree with the Following Statement

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

☑ I Agree

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.

NATALYA V. DUNAUSKAS

Pittsburg, CA 94565 | |

Professional Summary

Dedicated HR Professional with a demonstrated history of working in the philanthropy industry, offering 10+ years of success in benefits administration, employee relations, and recruitment areas. Adept at learning new industry laws and standards, as well as incorporating relevant best practices into new planning and coordination.

Skills

- Benefit administration
- Employee relations
- State and federal labor laws
- Recruitment
- Onboarding
- HRIS (ADP Resource, Paycom)
- Organizational skills
- Customer service
- Critical thinking
- Attention to detail
- Confidentiality
- Flexibility
- MS Office & Adobe
- Technical expertise
- Quick learner

Work History

Rainin Group, LLC / Kenneth Rainin Foundation – Oakland, CA
HR Generalist **09/2022 to Current**
Coordinate the day-to-day operations of the HR department across all functional areas, including, but not limited to, employee relations, employment policies and practices, HRIS, benefits administration, compensation, recruitment, performance management, training, and payroll. Provide necessary administrative and logistical support for the department.

HR/Benefits Coordinator **01/2015 to 9/2022**
Provided day-to-day administrative and operational support to the HR department around benefits administration, recruitment, onboarding, offboarding, and payroll processing. Maintained employee records, coordinated training, and ensured compliance with HR policies and regulations. Responded to employee inquiries.

Office Coordinator **06/2013 to 01/2015**
Managed general office activities, performed bookkeeping responsibilities, and assisted with HR tasks, including benefits administration, recruitment, and payroll. Provided administrative support to the CEO and other members of the C-Suite. Assisted the Finance Director with daily investment-related projects. Provided basic IT support for staff. Performed Public Notary duties.

Bookkeeper/Administrative Assistant **05/2006 to 06/2013**
Provided assistance with general bookkeeping and administrative tasks. Maintained data entry in Investment Portfolio Software. Provided support with special projects to the Assistant to the President, Finance, and Accounting teams.

Monarch Studios, Inc – Oakland, CA
Office Assistant **06/2004 to 04/2006**
Provided day-to-day office support for a manufacturing company. Responsibilities included, but were not limited to, daily order processing, ordering and scheduling merchandise for production, scheduling freight shipments, and collecting and processing deposits. Other responsibilities involved daily data entry into accounting software, monthly financial statements reconciliation, maintaining office supplies, organizing the office, conducting research, light traveling, and providing back-up to other positions as needed.

Education

B.S.B.A. in Human Resources Management & Organizational Behavior 12/2019
California State University East Bay - Hayward, CA

Associate of Science in Accounting 12/2013
Chabot College - Hayward, CA

Certifications

Human Resources Management Certificate, Executive Program 01/2015
California State University East Bay (Extension) - Hayward, CA

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4772 **Agenda Date:** 11/18/2025 **Agenda #:** C.14.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointment to the Local Planning and Advisory Council for Early Care and Education (LPC)

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Stephanie Shieh to the Discretionary #4 - West County seat with a term ending April 30, 2028 on the Local Planning and Advisory Council for Early Care and Education, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The review of applications for appointments to the Contra Costa Local Planning Council for Child Care and Development was originally referred to the Family and Human Services Committee by the Board of Supervisors on April 22, 1997.

The Local Planning and Advisory Council for Early Care and Education (LPC) coordinates programs and services affecting early childcare and education, including recommendations for the allocation of federal funds to local early childcare and education programs.

The LPC consists of 20 members: 4 consumer representatives - a parent or person who receives or has received child care services in the past 36 months; 4 child care providers - a person who provides child care services or represents persons who provide child care services; 4 public agency representatives - a person who represents a city, county, city and county, or local education agency; 4 community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations; and 4 discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies.

At the November 10, 2025, Family and Human Services Meeting, the Committee approved the appointment Stephanie Shieh to the Discretionary #4 - West County seat with a term ending April 30, 2028 on the Local Planning and Advisory Council for Early Care and Education.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

CONTRA COSTA LOCAL PLANNING AND ADVISORY COUNCIL FOR EARLY CARE AND EDUCATION

Lynn Mackey, Superintendent of Schools

Seat Title	Term Expires	Name	Business/Affiliation Address	Home Address	Email	Work #	Home #	Fax #	Cell or Alternate #	Committee	Recommended Committee
Child Care Consumer 1 West County		**Vacant**									
Child Care Consumer 2 Central/South County	4/30/2028	**Pamm Shaw**	The YMCA of the East Bay 2330 Broadway, Oakland, CA 94612	Walnut Creek, CA 94596							
Child Care Consumer 3 Central/South County	4/30/2028	**Sara Guillermo**	IGNITE, Oakland CA	Martinez CA 94553							
Child Care Consumer 4 East County	4/30/2028	**Okeena Dickson**	CEMCO, Technical Drafter	Antioch, CA 94531							
Child Care Provider 1 West County		**Vacant**									
Child Care Provider 2 Central/South County		**Vacant**									
Child Care Provider 3 Central/South County	4/30/2028	**Jacqueline Smith**	Unity Council 1187 Meadow Lane Concord, CA 94520	Brentwood, CA 94513							
Child Care Provider 4 East County	4/30/2027	**Stacie Cooper-Roundtree**	Training Children Childcare and Learning Center 4716 Parkland Court Antioch, CA 94531	Antioch, CA 94531							
Community 1 West County	4/30/2028	**Dr. Crystal McClendon-Gourdine** *(Chair)*	Baby Love Child Development Services 845 Meadow View Drive Richmond, CA 94806	Richmond, CA 94806							
Community 2 Central/South County	4/30/2028	**Elianna Campos**	NCal Family Child Care Association	Concord, CA 94521							
Community 3 Central/South County	4/30/2027	**Hannah Michaelsen** *(Second Chair)*	CARE Parent Network 1340 Arnold Dr. #15 Martinez, CA 94553	Martinez, CA 94553							
Community 4 East County	4/30/2028	**Candy Duperroir**	California Child Care Resource & Referral Network	Antioch, CA 94509							
Discretionary 1 East County	4/30/2027	**Rachel Bymun**	Luv Muffins Preschool 98 Water St Bay Point, CA 94565	Bay Point, CA 94565							
Discretionary 2 Central/South County	4/30/2027	**Amy Mockoski**	Contra Costa County Library Librarian III	Martinez, CA 94553							
Discretionary 3 Central/South County		**VACANT**									
Discretionary 4 West County	4/30/2028	**Stephanie Shieh**	First 5 Contra Costa 4005 Port Chicago Hwy Suite 120 Concord, CA 94520	Napa, CA 94558							
Public Agency 1 West County	4/30/2027	**Amy Wells**	Contra Costa County Community Services Bureau 3068 Grant Street Concord, CA 94520	Discovery Bay, CA 94505							
Public Agency 2 Central/South County	4/30/2027	**Corrie Littlejohn-Pope**	Mount Diablo Unified School District 1936 Carlotta Dr, Concord, CA 94519	Walnut Creek, CA 94598							
Public Agency 3 Central/South County	4/30/2028	**Megan Miccio**	CocoKids 5095 Lone Tree Way, Antioch, CA 94531	Concord, CA 94518							
Public Agency 4 East County	4/30/2027	**Tim Fares**	Salesforce	Brentwood, CA 94513							
LPC Coordinator		**Monica Joseph**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523								
Administrative Assistant		**Alexia Lamarque Peraza**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523								
CCCOE Deputy Superintendent of Schools		**Lynn Mackey**	Contra Costa County Office of Education 77 Santa Barbara Rd Pleasant Hill, CA 94523								

Application Form

Profile

Stephanie
First Name

Middle Initial

Shieh
Last Name

Home Address

Suite or Apt

Napa
City

CA
State

94558
Postal Code

Business: [redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ N/A - Out of County

First 5 Contra Costa
Employer

Early Childhood Program Officer
Job Title

Length of Employment

Less than 1 month

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

4

How long have you lived or worked in Contra Costa County?

Since July 2025

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Local Planning and Advisory Council for Early Care and Education (LPC): Submitted

Seat Name

Discretionary - West County

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 *

☑ High School Diploma

College/ University A

Name of College Attended

Wellesley College

Degree Type / Course of Study / Major

B.A. / Biology Major and Education Minor

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

University of California - Berkeley

Degree Type / Course of Study / Major

Master's of Public Affairs

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, commitee, or commission.

I have worked in the early care and education field for over 10 years and am now an employee of First 5 Contra Costa. My experience has highlighted the challenges and opportunities that confront the early childhood system at the local, regional and state levels, particularly in the wake of the COVID-19 pandemic and recent state and federal policy shifts and budget cuts. I believe it is vitally important for communities to invest in the education and wellbeing of young children from the prenatal period and beyond in order to support future healthy, engaged and thriving adults. Therefore, I would be honored to serve on the LPC to promote quality child care, shape well-coordinated, equitable and sustainable early care and education programs, and address the needs of our local families, partners and stakeholders.

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

I am a former TK and Kindergarten teacher, former employee of Napa County's Resource and Referral and Alternative Payment Program agency, and I am now an employee of First 5 Contra Costa where I serve as the Early Childhood Program Officer. I also possess a Bachelor's degree in Biology and Education Studies from Wellesley College in addition to a Master's of Public Affairs from the University of California-Berkeley. My resume further details my qualifications and experience.

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.

While I have not served on any County or City-appointed boards or committees, in my previous roles I have volunteered as an early childhood career mentorship program run by First 5 Napa County, on an advocacy workgroup hosted by Early Edge CA and sat on the advisory board for a state-wide learning community affiliated with The David and Lucile Packard Foundation for organizations working with informal and license-exempt caregivers.

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:

I do not have any personal financial relationships with the County; however, my employer does. First 5 Contra Costa has several contracts with county departments related to providing services and supports to families with young children. First 5 contracts with Contra Costa Health to match MHSA funding with First 5's funding to enhance the number of families who receive parent education classes and supports. First 5 is also a subcontractor for a mental health agency that receives funding from Contra Costa Health for home-based and wellness classes for families. First 5 Contra Costa also has two contracts with EHSD - one to support inclusion in child care and early learning settings, and another to augment concrete supports and fatherhood services delivered through three First 5 Centers in East County. In addition to these contracts, staff/elected officials from Contra Costa Health, EHSD and the Board of Supervisors serve on the First 5 Contra Costa Commission, and First 5 partners with several county departments to purchase administrative, IT, fiscal, facility, legal counsel and other services.

Please Agree with the Following Statement

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

☑ I Agree

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.

STEPHANIE SHIEH

[redacted]

RELEVANT EXPERIENCE

First 5 Contra Costa — **Concord, CA**
Early Childhood Program Officer — *Jul 2025 – Present*

- Lead the Early Childhood Education focus area activities

Community Resources for Children — **Napa, CA**
Manager of Early Learning Programs & Provider Services — *Oct 2020 – Mar 2025*

- Coached team of 5 staff to design and execute bilingual early learning, professional development and coaching programs for families and child care educators (serving 600 adults & 1,800 children annually, of which 65% identify as low-income and 57% as BIPOC)
- Administered $1M Child Care Stabilization Fund for 80 child care providers adversely affected by COVID-19
- Analyzed data using Excel and reported on impact at program and organization-level, oversaw and streamlined data collection process through use of survey tools like SurveyMonkey, establishment of shared program metrics, survey redesign and administration of database(s) such as Apricot 360 and HUBBE
- Led procurement, design and implementation of Apricot 360 system
- Crafted compelling grant reports/proposals and managed budgets for all programs (funds administered totaled over $850k/year from 15+ funding sources)
- Collaborated cross-functionally with management team and staff on annual fundraising activities, outreach for agency and programs; led departmental goal development for 2023-2026 strategic plan and fiscal year
- Oversaw hiring, onboarding and performance management for team, as well as led staff meetings, trainings and team-building activities for staff of 18
- Developed and implemented a comprehensive OSHA-compliant safety plan for agency, including conducting safety trainings for all new employees

Blue Oak School — **Napa, CA**
Transitional Kindergarten/Kindergarten Teacher — *Aug 2015 – Oct 2020*

- Designed and implemented engaging grade-level curriculum and standards for all core subjects for classes of up to 16 children with diverse learning needs; collaborated with specialists to support student success
- Conducted regular observations and assessments, communicated student progress through biweekly newsletters, biannual progress reports and conferences
- Established collaborative, trusting relationships with families from different socioeconomic and cultural backgrounds
- Managed and mentored teaching assistant and/or new teacher for 3 years
- Transitioned to remote instruction using Zoom, Seesaw, Canvas, Epic! and Google Suite
- Led admissions assessments and classroom tours, represented school at community outreach events and contributed to admissions decisions as part of the Kindergarten admissions team
- Participated in hiring interviews and decision-making for grade-level teaching positions

Teaching Fellow — **Northeast**
Progressive Education Lab — *Sep 2014 – Jun 2016*

- Observed and taught in 4 progressive, independent schools across the Northeast at preschool, elementary and secondary levels, including The Putney School, The Calhoun School and The Cambridge School of Weston
- Developed rapport with faculty and students in diverse institutional environments
- Represented Progressive Education Lab program values as changemaker and progressive education advocate

Social Finance, Inc. — **Boston, MA**
Operations Assistant/Executive Assistant to the CEO — *Jun 2013 – Jul 2014*

- Managed CEO's calendaring, travel and administrative needs, while supporting staff of 15 with daily front office needs; expanded scope of responsibilities to include: IT support, communications and external relationship management

STEPHANIE SHIEH

(925) 771-7328 | sshieh@first5coco.org

LEADERSHIP

Family, Friend and Neighbor (FFN) Learning Community and Advisory Board *Jun 2021 – Nov 2024*

- Planned and facilitated quarterly state-wide learning community meeting of The David and Lucile Packard Foundation grantees
- Leadership and increased visibility resulted in additional $21,000 in grant funding for FFN programs
- Contributed to development of letter of interest to secure ongoing funding for Learning Community

FFN Advocacy Working Group | Early Edge CA *Jun 2021 – Jun 2024*

- Offered essential perspectives for Early Edge CA's brief on "Increasing Access to Family, Friend, and Neighbor Caregiver Wages Through California's Child Care Subsidy System"; quoted in brief

Florecer: Blooming Leaders | First 5 Napa County *Sep 2022 – Apr 2024*

- Provided career mentorship and shadowing opportunities to 3 high school students of color
- Strengthened county-wide early childhood network through relationship-building with community partners

CONSULTING & PROJECTS

Capstone Project, advised by Katie Harkin, Program Officer at The Packard Foundation
Philanthropic investments in reducing maternal and infant health disparities for Asian American, Native Hawaiian and Pacific Islander birthing people

Strategy Project on B Corp Certification
B Corp Certification as an industry strategy for driving environmental, social and governance (ESG) outcomes

Consulting Project for LitLab.ai
Recommendations for refining LitLab.ai's go-to-market sales strategies and channels in the K-12 English Language Arts (ELA) curriculum market

EDUCATION

Goldman School of Public Policy | UC Berkeley **Berkeley, CA**
Master's of Public Affairs | GPA: 4.0 *May 2025*

- Coursework in policy analysis, economics, research methods, inferential statistics, program evaluation, systems thinking, financial management of nonprofits, social impact strategy and leadership

Wellesley College **Wellesley, MA**
B.A. Biology & Education Studies | Phi Beta Kappa | *magna cum laude* *May 2013*

- **Danish Institute for Study Abroad (Copenhagen), Fall 2011:** Child Diversity and Development: Children in a Multicultural Context
- **Awards:** International Leadership Award, First Year Chemistry Award
- **Leadership:** Tanner Conference presenter, Chinatown Afterschool Program, Taiwanese Cultural Organization, Committee on Educational Research and Development

SKILLS

Foreign Language - Native: English | Advanced: Mandarin Chinese | Beginning: Spanish

Technical Skills - Google Suite/Office 365 (Excel), Zoom, Canva, Canvas, SurveyMonkey, Vertical Response, Salesforce, Tableau

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4773 **Agenda Date:** 11/18/2025 **Agenda #:** C.15.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Behavioral Health Board Bylaws

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT and APPROVE the draft Behavioral Health Board Bylaws, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
This item for the Behavioral Health Board Bylaws, history, and transition was forwarded from the Behavioral Health Board by action taken at their August 6, 2025 meeting to the Family and Human Services Committee.

At the October 13, 2025 Family and Human Services Committee meeting, department staff were directed to clarify application processes within the Bylaws for those membership seats not assigned to a supervisorial district, as well as the eligibility requirements for specialized seats.

Approval of this action will approve the Bylaws as attached and will allow the Behavioral Health Board to fill critical seats.

CONSEQUENCE OF NEGATIVE ACTION:
If not approved, the Behavioral Health Board will not have governance processes for their ongoing regular meetings.

CONTRA COSTA COUNTY
BEHAVIORAL HEALTH BOARD

BYLAWS

November 2025

DRAFT

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ARTICLE I
NAME OF ORGANIZATION

SECTION 1. NAME OF ORGANIZATION

1.1 Name

The name of the Organization shall be the "Contra Costa Behavioral Health Board."

ARTICLE II
GENERAL PROVISIONS

SECTION 1. AUTHORITY

1.1 Establishment

In accordance with Welfare and Institutions Code section 5604, et seq., the Contra Costa Behavioral Health Board ("Behavioral Health Board" or "Board" hereinafter) was established for Contra Costa County ("County") by order of the Contra Costa County Board of Supervisors ("Board of Supervisors") on December 17, 2024 to serve in an advisory capacity to the Board of Supervisors.

On April 28, 2025, the Board of Supervisors added two additional alternate seats, resulting in a 17-member Board and appointed the Board's initial members.

SECTION 2. MANDATED ROLES AND RESPONSIBILITIES

The duties of the Behavioral Health Board (as defined in section 5604.2 and 5963.03 of the Welfare and Institutions Code) are as follows:

1. Review and evaluate the community's public behavioral health needs, services, facilities, and special problems in any facility within the county or jurisdiction where behavioral health evaluations or services are being provided, including, but not limited to: schools, emergency departments, and psychiatric facilities.

2. Review any county agreements entered into pursuant to Welfare and Institutions Code section 5650. The Behavioral Health Board may make recommendations to the Board of Supervisors regarding concerns identified within these agreements.

3. Advise the Board of Supervisors and the Contra Costa County Behavioral Health Director as to any aspect of the local behavioral health program. The Behavioral Health Board may request assistance from the local patients' rights advocates when reviewing and advising on mental health or substance use disorder evaluations or services provided in public facilities with limited access.

4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of mental illness and/or substance use disorder and their families, community members, advocacy organizations, and behavioral health professionals. It shall also include other professionals that interact with individuals living with mental illnesses/substance use on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans.

5. Submit an annual report to the Board of Supervisors on the needs and performance of the behavioral health system of the County of Contra Costa County.

6. Review and make recommendations on applicants for the appointment of a County director of behavioral health services. The Board shall be included in the selection process prior to the vote of the governing body.

7. Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council.

8. Assess the impact of the realignment of services from the state to the County on services delivered to clients and on the local community.

9. Perform such additional duties as may be assigned to the Behavioral Health Board by the Board of Supervisors.

10. Perform the Behavioral Health Services Act (BHSA) duties as set forth in Welfare and Institutions Code section (5963.03), which include the following:

    a. Conduct BHSA Hearing: The Behavioral Health Board shall conduct a public hearing on the draft three-year integrated plan and annual updates at the close of the 30-day comment period.

    b. Review/Recommendations on Adopted BHSA Plan: The Behavioral Health Board shall review the adopted plan or update and make recommendations to County Behavioral Health Services for revisions. County Behavioral Health Services shall provide an annual report of written explanations to the Board of Supervisors and the State Department of Health Care Services for any substantive [see i. below] recommendations made by the Behavioral Health Board that are not included in the final plan or update.

        i. For purposes of this section, "substantive recommendations made by the Behavioral Health Board" means any recommendation that is brought before the Board and approved by a majority vote of the membership present at a public hearing of the Behavioral Health Board that has established its quorum.

ARTICLE III
MEMBERSHIP

SECTION 1. MEMBERSHIP

1.1 Composition

a. The Board shall consist of fifteen (15) members appointed by the Board of Supervisors, one (1) member of the Board of Supervisors Alternate and one (1) At-large Alternate.

b. Each member of the Board of Supervisors shall be responsible for appointing two (2) seats representing their district, to be filled by one (1) consumer of behavioral health services and one (1) family member.

c. For all non-consumer or family member seats, recommendations received by Contra Costa Behavioral Health Services, a member of the Behavioral Health Board, or Supervisor District Office will be submitted through the Family and Human Services Committee for review and consideration, and any referred applications will be subject to approval by the full Board of Supervisors. The Behavioral Health Services Director may make recommendations through the Family and Human Servies Committee, but will include the list of all applications and whether or not they meet the specific qualifications for the seat being considered. Contra Costa County Boards & Commissions Application Forms are available through the Contra Costa County webpage or through the Clerk of the Board located at 1025 Escobar St, Martinez, CA 94553.

d. The following rules shall apply to membership on the Board:

   i. One (1) member shall be a member of the Board of Supervisors.

   ii. Fifty percent (50%) of the Board membership shall be consumers, or the parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. Within these categories:

      1) One (1) of these members shall be an individual who is 25 years of age or younger.

      2) At least twenty percent (20%) of the total membership shall be consumers, and at least twenty percent (20%) shall be families of consumers.

   iii. At least one (1) member of the board shall be a veteran or veteran advocate.

      1) County shall notify its County Veterans Service Officer about vacancies on the Board, to the extent there is one.

iv. At least one (1) member of the Board shall be a non-elected Contra Costa Office of Education Employee or non-elected representative of a local school district.

1) County shall notify its County Office of Education about vacancies on the Board.

v. In addition to subparagraphs (ii), (iii), and (iv), counties are encouraged to appoint individuals who have experience with, and knowledge of, the behavioral health system.

1) This includes members of the community that engage with individuals living with mental illness in the course of daily operations, such as representatives of county offices of education, large and small business, hospitals, hospital districts, physicians practicing in emergency departments, city police chiefs, county sheriffs, and community and nonprofit service providers.

e. On this Behavioral Health Board, membership shall consist of:

i. One (1) member and one (1) Alternate from the Board of Supervisors. The Alternate Board of Supervisors member may participate in meetings, but may only vote when acting in the place of the primary Board of Supervisor Member

ii. Five (5) members shall be Consumer Representatives – individuals who are receiving or have received behavioral health or substance abuse services, preferably in Contra Costa County, representing each supervisorial district.

iii. Five (5) members shall be Family Members – parents, spouses, registered domestic partners, siblings or adult children of consumers who are receiving or have received behavioral health and substance abuse services, preferably in Contra Costa County, representing each supervisorial district.

iv. One (1) At-large and one (1) At-large Alternate. The At-Large Alternate member may participate in meetings, but may only vote when acting in the place of the primary At-large seat holder.

v. One (1) Veteran/Veteran Advocate.

vi. One (1) non-elected Employee of Local Education Agency (Contra Costa Office of Education) or non-elected representative of a local school district.

vii. One (1) Consumer/Family Member Aged 18 to 25 Years.

1.2 Demographic and Ethnic Representation

a. In accordance with Welfare and Institutions Code section 5604((a)(2)(A)(ii)-(iii)), the Board membership should reflect the diversity of the client population in the County to the extent possible, including the ethnic, cultural, racial, and LGBTQ+ diversity of the client population in the County.

b. The composition of the Board shall represent the demographics of the County as a whole, to the extent feasible.

1.3 Membership Restrictions

a. No member of the Board or their spouse or partner shall be:

   i. A full-time or part-time employee of any County department that is directly involved in the provision of behavioral health services; or

   ii. An employee of the State Department of Health Care Services; or

   iii. An employee of, or a paid member of, the governing body of a behavioral health contract agency, with the exception of the consumer seat.

b. Board members must be eighteen (18) years of age or older and, except as otherwise provided in these Bylaws, must reside in Contra Costa County.

c. Members of the Board shall abstain from discussing or voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

SECTION 2. ATTENDANCE

2.1 Attendance requirements

a. Regular attendance at Board meeting is mandatory for all Board members.

   i. Unexcused Absences

   A Board member is required to contact the Board Chairperson and the administrative analyst at least 24 hours before a regularly scheduled meeting is they are unable to attend. Failure to do so will result in an unexcused absence. A Board member who has four unexcused absences for a regularly schedule full Board meeting in any consecutive twelve-month period, as opposed to calendar year, will be deemed to have automatically resigned from the Board. In such an event, the Board member's status will be noted at the next Board meeting and recorded in the meeting minutes. The Board Chairperson shall, without further direction from the Board, apprise the appointing authority and request the Board of Supervisors to remove the appointee and request the recruitment and appointment of a replacement.

ii. Excused Absences

A Board member's absence from a regularly scheduled Board meeting may be excused to include but not limited to major illness and unexpected family emergencies. They also include some unscheduled absences, such as surgical procedures, jury duty, funerals, and scheduled vacations. Board members shall obtain consent from the Board Chairperson at least one day prior to the meeting for any planned absences. Excused absences will be recorded in the meeting minutes as an "excused absence."

iii. Leave of Absence

A Board member who does not wish to resign and needs a leave from the Board commitments may request a leave of absence for illness or personal reasons for a period of up to three (3) months. The request must be submitted in writing to the Board Chairperson, who will inform the appointing authority. A Board member may request an extension to their leave by submitting a request in writing to the Board Chairperson, who will forward the request to the appointing authority for approval.

SECTION 3. TERMS

3.1 Duration

Initial appointments were made to the Board on or about April 28, 2025. For future appointments, the following requirements shall apply. The term of each member of the Board shall be three (3) years in duration. Terms shall be staggered so that approximately one-third (1/3) of the appointments end each year. All terms end on June 30 in the appropriate year. The Supervisors appointed to the Board serve until replaced by the Board of Supervisors.

SECTION 4. VACANCIES AND RECRUITMENT

4.1 Role of the Board

The role of the Board in recruitment of new members is at the discretion of and to the extent requested by the Board of Supervisors.

4.2 Applications

The Board is encouraged to help identify and recruit qualified applicants to apply for any vacancies on the Board. The Family and Human Services Committee will refer recommended applicants to the full Board of Supervisors for approval.

4.3 Board Identification and Recruitment of Applicants

a. Pursuant to Article III, Section 1, Subsection 1.2, the Board shall, to the extent feasible, identify and encourage applicants who will assist the County in maintaining a Board that represents and reflects the diversity and demographics of the County as a whole, as provided in the Welfare and Institutions Code.

b. To the extent possible, the Board shall identify and encourage applicants who have experience and knowledge of the behavioral health system, preferably in the County.

4.4 In order for applicants being considered for the Behavioral Health Board to have a better understanding of their potential role, responsibilities, and restrictions as a Board Member, applicants are encouraged to attend at least one Board meeting, and also encouraged to meet with the Board Chair, Board Vice Chair or other Board Members prior to their appointment.

4.5 The Chair and Executive Committee of the Behavioral Health Board shall coordinate appropriate training and orientation of all newly appointed Board Members.

ARTICLE IV
MEETINGS

SECTION 1. REGULAR MEETINGS

1.1 Regular Meetings

Meetings of the Board shall be held monthly.

1.2 Schedule of Meetings

The meeting schedule for the following year shall be set in the month of December. If no meeting for the Board will be convened during the month of December, the meeting schedule shall be set at the last regular meeting of the calendar year. Meeting schedules shall be available online.

Regular meeting times and locations will be established and maintained to allow for maximum participation and quorum. The current membership of the Board will designate recurring meeting times and locations.

1.3 Minimum Number

A minimum of eight (8) meetings shall be held per year.

1.4 Holidays

If the regular meeting date falls on a holiday, a new meeting date shall be selected.

SECTION 2. ORDER OF BUSINESS

2.1 Agendas

Agendas shall be prepared for regular Board and Executive Committee meetings at the direction of the Board Chairperson. When feasible, agendas shall be e-mailed seven (7) calendar days prior to the meeting, but at a minimum of 96 hours prior to the meeting. Agendas shall be posted, e-mailed and made available to the public in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 3. QUORUM

A quorum is one person more than one-half of the total seats, excluding alternates, whether vacant or filled. The Board must have a quorum present in order to hold a meeting.

SECTION 4. CLOSED SESSION

The Board may not conduct closed sessions.

SECTION 5. SPECIAL MEETINGS

Special meetings of the Board may be called at any time by the Chairperson or by a majority of the members of the Board in accordance with the Brown Act and the County's Better Government Ordinance.

SECTION 6. OPEN MEETINGS

All meetings of the Board, including all meetings of its Executive Committee, standing committees, task forces and ad hoc committees shall comply with the Brown Act and the County's Better Government Ordinance.

SECTION 7. DECISIONS AND ACTIONS OF THE BOARD

Unless otherwise stated, all matters coming before the Board for action shall be determined by a majority of the members present, which may include the alternate members when their participation is necessary.

SECTION 8. ADDRESSING THE BOARD

Public Comment shall be allowed on any items of interest to the public that are within the subject matter jurisdiction of the Board, both agendized and non-agendized items, in accordance with the Brown Act and the County's Better Government Ordinance. The Chairperson may limit the amount of time a person may use in addressing the Board on any subject, provided the same amount of time is allotted to every person wishing to address the Board.

ARTICLE V
NOMINATION, ELECTION, AND REMOVAL OF OFFICERS

SECTION 1. NOMINATION OF OFFICERS AND EXECUTIVE COMMITTEE MEMBERS

1.1 Ad Hoc Nominating Committee

An Ad Hoc Nominating Committee shall be appointed in the month of August. During the September meeting, the Ad Hoc Nominating Committee shall announce the solicitation of nominations from the Board members and obtain the nominee's consent to serve. At the October meeting, a slate of nominees will be announced.

1.2 Nominations

In the event of a vacancy in the office of Chairperson, Vice Chairperson or an Executive Committee member during the term of office, nominations will be taken, nominees ' consent to serve will be obtained, and nominees will be announced at the next regularly scheduled Board meeting.

SECTION 2. ELECTION

2.1 Timing of

The Board shall elect a Chairperson, Vice Chairperson and members of the Executive Committee at the November or next regular meeting of the Board following the announcement of nominations as set forth in Section 1.

2.2 Assumption of Office

The newly-elected Chairperson, Vice Chairperson and Executive Committee shall assume office January 1 and serve through December 31 of that year. In the case of a mid-term appointment, the elected Chairperson, Vice Chairperson or members of the Executive Committee will complete the remainder of the normal term.

2.3 Conduct of Election

The election will be conducted publicly through the use of signed ballots. Ballots will be announced and counted publicly by the Ad Hoc Nominating Committee. The election of each officer will carry with a majority vote of the Board. In the case of a tie vote, the Board may re-cast ballots until the tie is broken. If, in the opinion of the Chairperson, the tie will not be broken within a reasonable number of attempts, the election may be deferred until the next scheduled Board meeting and the current seated officer will remain in office until a new officer is elected.

SECTION 3. TERMS OF OFFICE

The Officers of the Board, the Chairperson and Vice Chairperson, shall serve no more than three (3) consecutive terms of one year each in the same position. This will not preclude an individual from serving as Chairperson or Vice Chairperson after one (1) year of having not served.

SECTION 4. REMOVAL OF OFFICER

4.1 Grounds for Removal

The Board, by a majority of the Board members appointed, may remove the Chairperson and/or Vice Chairperson from office and relieve him/her of his/her duties.

4.2 Nominations After Removal

In the event of removal of the Chairperson and/or Vice Chairperson, the Ad Hoc Nominating Committee shall meet and present nominations for the vacant position(s) at the next regularly scheduled Board meeting.

ARTICLE VI
DUTIES OF OFFICERS

SECTION 1. DUTIES OF THE CHAIRPERSON

1.1 Meetings

a. The Chairperson shall preside at all meetings of the Board and perform duties consistent with these Bylaws and the Welfare and Institutions Code.

b. The Chairperson shall conduct meetings, maintain order and decorum, and decide questions of procedure in accordance with these Bylaws and in consultation with County staff via the Executive Assistant to the Board.

c. The Chairperson shall conduct all meetings in the manner required by the Brown Act and the County's Better Government Ordinance.

1.2 Other Duties

The Chairperson shall be in consultation with the Behavioral Health Director.

SECTION 2. DUTIES OF THE VICE CHAIRPERSON

In the event of the Chairperson's absence from a Board meeting or inability to act, the Vice Chairperson shall preside and perform all duties of the Chairperson. In the case of removal of the Chairperson, the Vice Chairperson shall perform all duties of the Chairperson until new elections can be held.

SECTION 3. TEMPORARY CHAIRPERSON

In the event both the Chairperson and Vice Chairperson are absent from a Board meeting or are unable to act, the members shall, by order fully entered into their records, elect one of their members to act as Chairperson *Pro Tem*. The Chairperson *Pro Tem* shall perform the duties of the Chairperson until such time as the Chairperson or Vice Chairperson resumes his or her duties.

ARTICLE VII
COMMITTEES

SECTION 1. CREATION OF SUBCOMMITTEES

Pursuant to the rules set forth herein, the Board may create committees which can be standing committees, task forces or ad hoc committees as needed.

SECTION 2. STANDING COMMITTEES

2.1 Mission Statement

Each standing committee shall develop a Mission Statement. The Mission Statement is subject to approval by the Board and shall be submitted to the Board for approval no later than 60 calendar days after establishment of the committee.

2.2 Composition

Each standing committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Board. Alternate members may be a voting member of any committee.

2.3 Appointment and Terms

a. The Board may appoint Board members to standing committees.

b. The terms of the Committee Chairpersons and Vice Chairpersons shall be one (1) year.

c. There are no limits on the number of terms an individual may serve as Committee Chairperson or Vice Chairperson.

2.4 Meetings/Actions

a. All matters coming before a standing committee shall be determined by a majority of the Board members on the committee.

b. All standing committee meetings shall be conducted in accordance with the Brown Act and the County Better Government Ordinance.

c. All actions recommended by a standing committee will be referred to the Board for discussion and recommendation to the Board of Supervisors.

2.5 Chairpersons, Vice Chairpersons

a. Selection

i. Each standing committee shall have a Chairperson and may have a Vice Chairperson who are selected by the Committee.

ii. In the event of a vacancy in the position of Chairperson or Vice Chairperson of a standing committee, the Board Chairperson may serve as temporary Chairperson of the standing committee for up to sixty (60) calendar days while the committee selects a new Chairperson for Vice Chairperson.

b. Duties

i. The Chairperson shall preside at all meetings of the standing committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Board Chairperson.

ii. The Chairperson shall direct the preparation and distribution of agendas for their respective standing committee meetings as required by the Brown Act and the County's Better Government Ordinance.

iii. The Chairperson shall provide monthly reports to the Board regarding the activities of the standing committee and is encouraged to provide an outline of the monthly report to the Executive Analyst to the Board for use in preparation of the Minutes.

SECTION 3. EXECUTIVE COMMITTEE

3.1 Purpose

The Executive Committee is charged with acting on the decisions of the Behavioral Health Board. Its primary focus is to identify and avail any reasonable resources needed to deliberate over agenda items of the general membership, committee, task force or ad hoc committee meetings.

3.2 Composition

The Board Chairperson, and Vice Chairperson shall be members of the Executive Committee. Additional members shall be elected by the Board. The Executive Committee shall consist of a minimum of three (3) members and a maximum of five (5) members.

3.3 Term

Elected members of the Executive Committee shall serve for one calendar year.

SECTION 4. TASK FORCES

4.1 Purpose

Task forces shall be time-limited and have a stated purpose beyond the scope of regular Board responsibilities approved by the Board and shall be required to report back to the Board regarding progress toward its stated purpose.

4.2 Composition

Each task force shall consist of a minimum of three (3) members and a maximum of five (5) members. Non-Board members may be appointed from the community as non-voting members when special expertise, advice or opinion is desired, at the discretion of the Board, but shall not exceed one half (1/2) of the membership of the Task Force. All task force members shall conform to the Behavioral Health Division client confidentiality statement.

4.3 Appointment and Terms

The Board shall appoint Board and non-Board members to task forces based upon a majority vote of the Board. The terms of all task force members shall be until the task force has completed its stated purpose.

4.4 Meetings/Actions

All meetings shall be conducted in accordance with the Brown Act and the Contra Costa County Better Government Ordinance. All matters coming before a task force shall be determined by a majority vote of the Board.

4.5 Chairpersons

a. Selection

    i. Each task force shall have a Chairperson and may have a Vice Chairperson, selected by the members of the task force. In the event of a vacancy in the position of Chairperson of a task force, the Board Chairperson may serve as

temporary Chairperson of the task force for up to sixty (60) calendar days while the Task Force selects a new Chairperson.

b. Duties

i. The Chairperson shall preside at all meetings of the task force and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall work in consultation with the Board Chairperson.

ii. The Chairperson shall direct the preparation and distribution of agendas for the task force in the manner required by the Brown Act and the County's Better Government Ordinance.

iii. The Chairperson shall provide monthly reports to the sponsoring standing committee or the Board.

4.6 Removal

The Chairperson of the task force may request of the Chair of the Board replacement of a member who fails to regularly attend the task force meetings.

SECTION 5. AD HOC COMMITTEES

5.1 Purpose

Ad Hoc Committees shall be established by the Board as needed to address issues within the normal course of Board responsibilities, including but not limited to applicant interviews for the At-large seats and officer nominations. They shall be required to report back to the Board.

5.2 Composition

An ad hoc committee shall consist of a minimum of three (3) and a maximum of five (5) members of the Board.

5.3 Appointment

The Board shall appoint Board members to an ad hoc committee.

5.4 Meetings/Actions

All matters coming before an ad hoc committee shall be determined by a majority of the members of the Board.

5.5 Chairpersons

a. Selection

Each ad hoc committee shall have a Chairperson, and may have a Vice Chairperson, selected by a majority of the members of the ad hoc committee. In the event of a vacancy in the position of Chairperson of an ad hoc committee, the Board Chairperson may serve as temporary Chairperson of the ad hoc committee for up to sixty (60) calendar days while the ad hoc committee selects a new Chairperson.

b. Duties

i. The Chairperson shall preside at all meetings of the ad hoc committee and perform his or her duties consistent with the procedures outlined herein. The Chairperson shall be in consultation with the Board Chairperson.

ii. The Chairperson shall direct the preparation and distribution of agendas for the ad hoc committee in the manner required by the Brown Act and the County's Better Government Ordinance.

iii. The Chairperson shall provide monthly reports to the Board.

5.6 Removal

The Chairperson of the ad hoc committee may request of the Chair of the Board replacement of a member who fails to regularly attend the ad hoc committee meetings.

SECTION 6. BOARD REPRESENTATIVE

The Board shall appoint an officer or other member of the Board as the Board Representative to the California Association of Local Behavioral Health Boards. The Board Representative shall represent the Behavioral Health Board at statewide meetings and to report back to the Board.

SECTION 7. STAFF SUPPORT

The County's Behavioral Health Division provides clerical support services to assist the Board in the management of its operations and activities. The Executive Analyst shall maintain all necessary records. The budget of the Behavioral Health Division shall fund the position of the Executive Analyst to the Behavioral Health Board.

SECTION 8. STAFF ATTENDANCE AT MEETINGS

The Behavioral Health Division staff provides information to the Board and its committees regarding agenda items and attends meetings on a regular basis.

SECTION 9. ACTIONS

The Board by its Chairperson shall regularly inform the Behavioral Health Director of Board actions.

ARTICLE VIII
BYLAW AMENDMENTS

SECTION 1. AMENDMENTS

These Bylaws may be amended by a majority vote of the Board in a regularly scheduled meeting as defined at Article IV, Section 1. Before the Board may consider or vote on Bylaw amendments, proposed amendments shall be submitted in writing to Board members at least thirty (30) calendar days prior to the meeting date at which they are to be considered. Bylaws, and any amendments thereto, are not final unless and until they are approved by the Board of Supervisors.

DRAFT

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4774 **Agenda Date:** 11/18/2025 **Agenda #:** C.16.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Contra Costa County Public Law Library Board of Trustees' 2024-25 Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Contra Costa County Public Law Library Board of Trustees' 2024-2025 Annual Report.

FISCAL IMPACT:
None.

BACKGROUND:
On January 7, 2020, the Board of Supervisors adopted Resolution No. 2020/1, which requires that each regular and ongoing board, commission, or committee annually report to the Board of Supervisors on its activities, accomplishments, membership attendance, required training, certification programs, and proposed work plan or objectives for the following year. Additionally, California Business and Professions Code Section 6349 states, "Each board of law library trustees, on or before the 15th day of October of each year, shall make an annual report to the board of supervisors of the county in which the law library is maintained, for the preceding fiscal year ending on the 30th day of June. A copy of the report shall be filed with the auditor of the county. The report shall give the condition of their trust, with full statements of all their property and money received, whence derived, how used and expended, the number of books, periodicals and other publications on hand, the number added by purchase, gift, or otherwise during the year, the number lost or missing, and other information as might be of interest."

CONSEQUENCE OF NEGATIVE ACTION:
The Public Law Library would be out of compliance with Resolution No. 2020/1 and Business and Professions Code 6349.

CONTRA COSTA COUNTY PUBLIC LAW LIBRARY

ANNUAL REPORT

July 1, 2024 - June 30, 2025

1026 Escobar Street, Suite 2C
Martinez, CA 94553
http://www.cccpllib.org
(925) 655-4600

RECEIVED
OCT 22 2025
CLERK BOARD OF SUPERVISORS
CONTRA COSTA CO.

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Message from Director Amreet Sandhu

Welcome! On behalf of the Board of Trustees and staff of Contra Costa County Public Law Library, and in fulfillment of the requirement of Business and Professions Code §6349, it is my pleasure to present our law library's 2024-25 Annual Report.

The fiscal year ending June 30, 2025 dovetailed into a summer of change for our library, its branches, and its staff. I began serving in my position on August 1, 2025, after our fiscal year ended. Our former Director Carey Rowan retired soon after on August 29, 2025 with an impressive 17 years of service to our library. This report was compiled in September combining the shared knowledge of Director Rowan, our incredible staff, and previous reports.

My role at the library brings with it many changes. Some changes are small, such as switching our preferred fonts. Other changes are larger, such as completing tasks related to the closure of our library's David del Simone Memorial Richmond Branch while still supporting law library users throughout Contra Costa County in remaining connected to our print and digital collections, local forms and instructions, our knowledgeable staff, and our extensive resources. Amidst the changes, one distinguishing feature of our library remains our top priority: ensuring the continued exceptional treatment our library users receive when entering our library to conduct their own legal research.

Having worked in several libraries and legal settings, it was immediately clear to me that our staff is our greatest asset. Observing our reference and information team handle phone calls, emails, and in-person library visits with trauma-informed care, near-endless patience, refined skill, and even humor when appropriate in providing legal information to Contra Costa County residents—many in crisis—helped me understand why our library has the strong reputation it does within both the California County Public Law Library system and the larger library user community. I have personally witnessed our staff calm and even bring smiles to the faces of community members with whom we all interact either inside or outside of the library. In addition to supporting members of the bench and bar, our staff assist those who feel they are in hopeless legal situations to gain some understanding and command of their cases. These library users leave feeling they may have a chance at accessing justice. It is nothing short of amazing work, and it benefits us all.

I am honored to be a part of this team. Let's get started as we take a look at staffing and governance or who we are, what we do, how we do it, funding, where we have been, and where we are going.

Introduction

Business and Professions Code §6340 mandates that each county in California has a law library located in the county seat. Contra Costa County is highly compliant, with its law library located in Martinez. The Contra Costa County Public Law Library serves everyone, including the general public, judicial officers, members of the bar, and students.

Law Library Mission

The library's mission statement guides the activities of the library: *To provide all members of the community access to research materials to aid in understanding and preserving legal rights.* Law library trustees and staff want the people of Contra Costa County to recognize the law library as their primary source for vetted, updated, and relevant legal information. The law library strives to render the highest quality of service to the community by providing a current, balanced collection of materials and resources along with trained staff dedicated to assisting users in meeting their legal information needs.

Vision

The vision of the Contra Costa Public Law Library is to be a significant legal information resource committed to excellent service. The law library strives to provide an environment that is conducive to learning and research, offering vital resources to those with no other means of accessing them.

What We Do

The law library provides access to legal information, court forms, referrals to other services and agencies, as well as offering workshops and clinics. There are computers for patrons to use for legal research, online workshops and completing court forms.

Library patrons are served in person at the Reference and Information Desk at the front of the library, but remote services are also available. We are available via phone and through a dedicated reference email address: reference@ll.cccounty.us.

Many patrons approach the library needing forms or forms packets, but often people are bewildered as to how to complete the forms. The library provides samples of many of the most common forms which patrons can use to help them understand the complexities of the paperwork and complete it correctly. Staff is also able to direct library users to the current California Judicial Council form instructions and other self-help guides through

Nolo Press, Continuing Education of the Bar, West/Thompson Reuters, and Lexis print and digital materials. Some of these materials are available remotely to assist users within the county who cannot access our physical location. We offer California-specific material on almost all areas of law, as well as federal statutes and case law. Our physical collection contains approximately 40,000 items, with 1,062 items updated in FY 2024-25, amounting to a total of $179,398.81.

The law library provides seven public service computers that can be used for research, completing workshops, or preparing court paperwork. We also provide a laptop to library users requiring one for remote/Zoom hearings.

Clinics & Workshops

Our Lawyer in the Library clinic, now in its 15th year, remains extremely popular with self-represented individuals. Lawyer in the Library provides free legal consultation to unrepresented persons with a legal problem or question who need information, direction, or advice from an experienced attorney. Several clinics were held during Fiscal Year 2024-25. The Court Accounting workshops offered via Zoom is another popular program available to individuals needing to submit an accounting to the court. Petitioners in decedent estate cases and those who are required by statute to submit a court reporting in conjunction with a conservatorship appointment frequently request a space in the class. Staff reports that five classes were held during the fiscal year.

Reference Interactions

Law library staff members are often asked what types of questions our patrons ask when visiting, emailing or calling the library. Here are some examples of the types of inquiries we routinely receive:

Adoption
Appeals
Bankruptcy
Conservatorship
Credit card lawsuit
Custody
Cyberbullying
Decedent estate
Divorce
Elder Abuse
Employment
Eviction
Expungements
Financial support
Fraud
Guardianship
Identity theft
Immigration
Mechanics Lien
Name Change
Neighbor law
Personal Injury
Police Misconduct
Power of Attorney
Restraining order
Small Claims
Trust

Staff reports that in any given month at the law library, the bulk of library users request legal information on family law matters, including navigation to and instructions for completing forms. As an example, in July 2024 reference interactions included more than 740 questions about family law, with 500 of those including questions about forms, and 270 of those questions including requests for samples. Staff reports that the next most frequently asked for topics include restraining orders, landlord-tenant issues, and civil procedure topics.

Staff estimates that self-represented litigants are the overwhelming majority of in-person library users, three-quarters of email users, and half of phone users. Staff estimates that attorneys comprise a small minority of in-person library users, one quarter of email users, and the other half of phone users.

Funding

Funding for county law libraries in California diminished 40% since California Statute Chapter 311 (2008) became effective, making it impossible for law libraries to increase their portion of civil filing fees, which accounts for at least 90% of their funding base. Other factors, including filing fee reductions granted to select individuals, and fee waivers, along with changes in the jurisdictional limits for small claims courts during the last decade, have contributed to declining revenues, not only for law libraries, but also for the courts.

Meanwhile, Director Rowan reports that the figures for the Contra Costa County Public Law Library show an increase in demand for services more than tenfold. Unlike general public libraries, such as those under the jurisdiction of counties or cities, public law libraries receive no funding from the tax base. Since 2019, the Council of California County Law Librarians obtained bail-out funds for law libraries on three separate occasions. Although these cash awards have helped law libraries, they are not permanent solutions.

Contra Costa County Public Law Library staff instituted several measures in response to the financial crisis. The library closed its Pittsburgh and Richmond locations, with staff shortages and low patron usage necessitating the Richmond branch's closure. To bridge the gap, the law library trustees facilitated the involvement of a west county coalition of organizations to provide services to residents. The County was very receptive to this idea. Staff increased the selectivity of collection acquisitions and discontinued participation in off-site workshops, seminars, and professional conferences, with staff now only accessing training that may be done at no cost and remotely. Creating sustainable funding for California's county law libraries is a critical goal for the future.

Contra Costa County Public Law Library: Funding and Revenue Facts

Business & Professions Code §6340 mandates that each county have a law library. The current method of funding law libraries has resulted in cuts to our law library's operating budgets. An inability to find a legislative solution threatens this valuable resource which has served Californians for more than 100 years.

Per Business & Professions Code §6321 et seq., the funding source for California's county law libraries is a small portion of civil court filing fees. No revenue is generated from services that do not involve a court filing, such as estate planning or starting a business.

More than 90% of revenues for county law libraries in California are derived from civil filing fees. In Contra Costa County, 90% of law library funding is from filing fees.

SB 1407 (2008) established a moratorium on the ability of California's County Law Libraries to increase their portion of civil filing fees. This resulted in an ongoing economic crisis for county law libraries statewide.

Contra Costa Public Law Library Trust
FY 2024-25 Financial Condition Statement

Balance Sheet

	Accounts	Totals
Assets		
Cash & cash equivalents	0010,0020	$1,972,724.17
Accounts receivable	0100	$90,862.13
Due from other funds	0180	$9,792.03
Total assets		**$2,073,378.33**
Liabilities		
Accounts payable	0500, 0510	$46,480.00
Due to other funds	0540	$6,258.40
Subsequent accounts payable		$426.92
Total liabilities		**$53,165.32**
Fund Balance		
Prior year fund balance		$1,967,541.02
Current year income		52,671.99
Total fund balance		2,020,213.01
Total liabilities & fund balance		**$2,073,378.33**

Profit & Loss Statement

Revenues		
Charges for services, court filing fees	9600	$1,048,696.51
Revenue from fax, copies, donations, & state supplemental funds	9800	$120,927.00
Receipts	0800	$80,614.48
Total revenues		**$1,250,237.99**
Expenditures		
Salaries & benefits	1000	$559,113.00
Services and supplies	2000	$635,711.00
Miscellaneous	3000, 3611, 3614	$2,742.00
Total expenditures		**$1,197,566.00**
Net income		**$52,671.99**

Board of Trustees

"There is in each county of this State a board of law library trustees, which governs the law library established for the county under the provisions of this chapter." – Business & Professions Code §6300

Contra Costa County Public Law Library Board of Trustees		
	Hon. Terri Mockler, President, Board of Trustees	
Hon. Virginia George, Vice-President		Nolan Armstrong, Esq., Secretary, Ended Term January 2025
Hon. Wendy Coats, Trustee		Hon. Melissa O'Connell, Trustee, Ended Term January 2025
Hon. John Devine, Trustee		Hon. Robert Leach Trustee, Joined February 2025
Joshua Klein, Esq., Trustee		Steven Piser, Esq. Trustee, Joined February 2025

Law Library Staff

Contra Costa County Public Law Library Staff	
Carey Rowan, Full-time, Library Director and Secretary to the Board, Retired August 29, 2025	Denise Mendoza, Full-time, Administrative Assistant, Office Manager, and Collection Development
Shannon Benson, Full-time, Library Assistant, Tech. Services, Reference and Collection Development	Daniel Randleman, Full-time, Library Assistant, Reference
Deanna Ray, Full-time, Library Assistant, Reference	Taeho Chung, Part-time, On-call Library Assistant, Reference
Ebony Tramble, Part-time On-Call Library Assistant, Reference, Departed January 2025	

Statements from Law Library Users*

**Identifying information has been removed to respect patron privacy*



"Family Law Gurus, I just wanted to share my appreciation for all of your guidance and enormous patience while I try and navigate through a world I do not know. I especially want to share my gratitude for your kindness when I found myself without enough to eat and you shared what you have... with me! A strange combination of shame, gratefulness, and embarrassment all wrapped in one huge thank you." *July 2025*

"Hello, I came to the law library and wasn't feeling well with all the things I have been through with my divorce and keeping my son safe and Ms. Deanna was wonderful and helpful. I'm really glad that she was here. She's wonderful." *February 2025*

'Mrs. Deanna is always so kind, so nice, so sweet and courteous to customers and always goes above and beyond doing her job and doing it well. She is amazing and I thank God for people like her who always is willing to help people in need." *March 2025*

"I'm grateful that the library is here for residents to use to learn about the law. I received essential guidance here from the reference books and your library staff are a very helpful and knowledgeable resource." *May 2025*

"This is my feedback about my interactions with Ms. Shannon. This is my third time coming to the law library every time Ms. Shannon has helped me a great deal. She is very kind, professional, and knowledgeable. She goes to details and explains them more than once without making people feel uncomfortable. I would like to express my deep appreciation to her for the help that she provided for me and my son. I was able to overturn a false claim and order to vacate." *May 2025*

Looking Ahead

Plans for the 2025-26 Fiscal Year will focus on the following areas:

- Expanding outreach services to library-users throughout the county, and outside of Martinez;
- Updating communication platforms, software, materials, and policies to reflect current library changes and needs; particularly regarding the consolidation of services into one location;
- Collaborating more closely with community legal service providers, the Contra Costa County Bar Association, and the Contra Costa and Richmond Public Library systems to offer increased services and referrals for those who need them;
- Gaining information on additional sources of revenue and legislative possibilities for California's County Law Library system and funding increases;
- Pairing collection development and collection management with the needs of library users within budget parameters;
- Hosting quarterly budget reviews;
- Continuing and perhaps expanding programs such as Lawyer in the Library and Court Accounting workshops;
- Completing tasks related to the closures of the David del Simone Memorial Law Library in Richmond; and
- Providing ongoing excellent service to all who seek assistance at the Contra Costa County Public Law Library.

Annual Report of the Board of Law Library Trustees
County of Contra Costa, State of California
Fiscal Year Ending June 30, 2025

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

The undersigned, Recording Secretary of the Board of Law Library Trustees, County of Contra Costa, State of California, respectfully submits this report of the finances of the said trust and other information as might be of interest, for the fiscal year ending June 30, 2025, based upon information provided her by the Auditor-Controller of said County and Arlene K. Mose, CPA hired by the Board of Trustees of the Law Library, all information she believes to be true pursuant to Business & Professions Code §6349 & §6350.

Respectfully submitted this 22nd day of October, 2025.

Signed _____

Amreet Sandhu, Recording Secretary
Contra Costa County Public Law Library Board of Trustees

Annual Report of the Board of Law Library Trustees
County of Contra Costa, State of California
Fiscal Year Ending June 30, 2025

TO ROBERT CAMPBELL, AUDITOR-CONTROLLER
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

Pursuant to §6349 and §6350 of the California Business and Professional Code, the Board of the Public Law Library Trustees respectfully submits to the auditor of the county its annual report of the condition of its trust, with full statements of all property and money received, the number of books, periodicals and other publications on hand, the number added by purchase, gift, or otherwise, and other information as might be of interest for the fiscal year ending June 30, 2025.

Respectfully submitted this 22nd day of October, 2025.

Signed_____

Amreet Sandhu, Recording Secretary
Contra Costa County Public Law Library Board of Trustees

Annual Report of the Board of Law Library Trustees
County of Contra Costa, State of California
Fiscal Year Ending June 30, 2025

TO THE HONORABLE BOARD OF SUPERVISORS
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

Pursuant to §6349 and §6350 of the California Business and Professional Code, the Board of Law Library Trustees respectfully submits to the Honorable Board its annual report of the condition of its trust, with full statements of all property and money received, the number of books, periodicals and other publications on hand, the number added by purchase, gift, or otherwise, and other information as might be of interest for the fiscal year ending June 30, 2025.

Respectfully submitted this 22 day of October, 2025.

Terri Mockler

Hon. Terri Mockler, President
Public Law Library Board of Trustees
County of Contra Costa, State of California

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4775 **Agenda Date:** 11/18/2025 **Agenda #:** C.17.

To: Board of Supervisors

From: Kendra Carr & Peter Kim, Co-Directors Office of Racial Equity and Social Justice

Report Title: Vacancy on the Contra Costa County Ad Hoc African American Holistic Wellness and Resource Hub Transitional Community Advisory Body

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignation of Jon Green, DECLARE a vacancy on the Ad Hoc African American Holistic Wellness and Resource Hub Transitional Community Advisory Body, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
None.

BACKGROUND:
On 8/12/25, the Board of Supervisors (BOS) approved the final implementation plan for the African American Holistic Wellness and Resource Hub (AAHWRH). At that time, the BOS approved the establishment of the Transitional Community Advisory Board (TCAB) for AAHWRH. This advisory body will review and provide feedback on the eligibility and selection criteria for: (1) the Implementation Lead entity; (2) the Executive Director; (3) the Board of Directors; (4) the Community Council. The advisory body will also support the outreach and recruitment efforts for interested and qualified candidates for all positions and roles described above. The advisory body will dissolve upon the successful completion of the above-mentioned actions.

On 10/21/25 (Item C.14), the BOS approved the appointment of thirteen (13) community members to the TCAB, including Mr. Jon Green (District 4). On 10/23/25 Mr. Green submitted a letter of resignation, resulting in a vacancy. The vacancy was posted administratively on 11/4/25.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would not be declared vacant, which would hinder the ability to recruit to fill the position and could cause quorum issues for the body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4776 **Agenda Date:** 11/18/2025 **Agenda #:** C.18.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: ACCEPT 2025 East Richmond Municipal Advisory Council Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT 2025 East Richmond Municipal Advisory Council Annual Report

FISCAL IMPACT:
n/a

BACKGROUND:
The East Richmond Heights Municipal Advisory Council was created to advise the Board of Supervisors or other local government agencies on issues and concerns related the unincorporated community of East Richmond Heights

CONSEQUENCE OF NEGATIVE ACTION:
none

ADVISORY BODY ANNUAL REPORT

Advisory Body Name: East Richmond Heights Municipal Advisory Council
Advisory Body Meeting Time/Location: 6:30 PM Monthly/6226 Arlington Blvd/Zoom
Chair (during the reporting period): Jon Sargent
Staff Person (during the reporting period): Ronnie Mills
Reporting Period: 01/01/2025 - 12/31/2025

I. Activities (estimated response length: 1/2 page)

Describe the activities for the past year including areas of study, work, special events, collaborations, etc.

Our primary activity is to inform residents of key issues affecting the safety, habitability and prosperity and history of the community. Another goal is to provide residents with a platform to express their views on these issues to government officials as well as their fellow citizens.

The meetings are broken down along key sections. First, there are reports from law enforcement (County Sheriff and Highway Patrol), Fire and Supervisor Gioia's office. This section also includes presentations from County Public Health, Transportation and other departments, when updates on these areas are considered relevant by the Staff and MAC members.

A second bloc focuses on discussion of planning and zoning applications for new construction or modification of existing properties by the Land Use Subcommittee. This is a report on the projects they've reviewed since the last general meeting.

The third bloc is a historical presentation by community members.

II. Accomplishments (estimated response length: 1/2 page)

Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.

1) Reinstated the Arts and Music Festival
2) Initiated a regular meeting presentation agenda item on ERH History:
With presentations on:
a) History the Hasford Heights neighborhood
b) History of 6026 Bernhard Ave
c) Street names and their history
3) Council Members staffed booth at the Arts and Music Festival with a Neighborhood History Quiz to engage people at Arts/Music Festival, Expanded list of citizens who signed up to receive notification of Agenda

III. Attendance/Representation (estimated response length: 1/4 page)

Describe your membership in terms of seat vacancies, diversity, level of participation, and frequency of achieving a quorum at meetings.

The ESMAC currently has one vacancy, and has been able to achieve a quorum for all meetings this year. There are currently five core members and one alternative. The demographics including four women and two men. Members come from a wide range of professions, including business, government service, and academic/teaching. Two meetings of concern (proposed Fire Break, and a proposed Bike Trail in Wildcat Canyon) drew attendance up to around 100 attendees at each of these MAC meetings. Attendance at the meetings ranges from ten to twenty participants of the public.

IV. Training/Certification (estimated response length: 1/4 page)

Describe any training that was provided or conducted, and any certifications received, either as a requirement or done on an elective basis by members. NOTE: Please forward copies of any training certifications to the Clerk of the Board.

n/a

V. Proposed Work Plan/Objectives for Next Year (estimated response length: 1/2 page)

Describe the advisory body's workplan, including specific objectives to be achieved in the upcoming year.

Objectives for next year include, but are not limited to, hosting the Annual Art and Music Festival, providing General Plan recommendations, draft a tree ordinance, homeowner view ordinance, further discuss preservation of Mira Vista Field also known as the dog park. The MAC would also like to be more active in promoting environmentally friendly alternative ways of living, such as water harvesting and solar panel alternative. The MAC would also like to explore a Disaster Preparedness Coordinator role and a designated minutes secretary role. Resolution by the County of the Kensington Ave. “ path ” being permanently fenced off by a former resident in June 2020. This has been sitting undecided in County departments for five years now and it needs to be resolved. It's been mentioned in many MAC meetings with neighbors concerns and mentioned in our annual reports.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4777 **Agenda Date:** 11/18/2025 **Agenda #:** C.19.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract amendment with Let's Dig, Inc. for code enforcement abatement clean-up services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Let's Dig, Inc., to increase the payment limit by $200,000, to a new payment limit of $400,000, with no change to the original term ending August 31, 2028, to provide code enforcement abatement clean-up services.

FISCAL IMPACT:
No impact on the County General Fund. Costs are initially paid for with Land Development Funds, however costs of property abatements are eventually paid by the applicable property owners. Property owners either pay the amount invoiced or the amount is added to the tax roll as a special assessment on the properties abated and collected at the same time and in the same manner as ordinary County taxes are collected.

BACKGROUND:
The Department of Conservation and Development's Code Enforcement Section enforces the building and zoning ordinances for the unincorporated areas of Contra Costa County. Code Enforcement responds to building and zoning complaints, performs on-site inspections and investigations of potential violations and abates hazardous and nuisance conditions and other code violations. When property owners fail to remove code violations within the required time frames, Code Enforcement may enlist the assistance of selected contractors to conduct abatements to address hazardous and nuisance conditions and other code violations. Let's Dig, Inc. is one of the selected contractors that provides abatement clean-up services. Code Enforcement has had greater than anticipated demand for Let's Dig's clean up services and DCD is recommending the contract limit be augmented to meet the increased need.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended contract amendment is not approved, the Department of Conservation and Development will not have all of the resources needed to complete abatement clean-ups in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4778 **Agenda Date:** 11/18/2025 **Agenda #:** C.20.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Amended 2023/2024 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Amended 2023/2024 North Richmond Waste and Recovery Mitigation Fee Expenditure Plan (Exhibit A), identifying the activities authorized to be funded with Mitigation Fee revenue and respective funding allocations for the period of July 1, 2023 through June 30, 2024, as recommended by the North Richmond Waste and Recovery Mitigation Fee Joint Expenditure Planning Committee (NRMFC).

FISCAL IMPACT:
The proposed action will not have an impact on the County's General Fund. Mitigation Fee revenue is used to cover the costs incurred by the County and City for any activities (Strategies) authorized to be funded under the applicable North Richmond Waste and Recovery Mitigation Fee Expenditure Plan approved by the County and City of Richmond.

BACKGROUND:
New Expenditure Plans and/or modifications to existing Expenditure Plans (Amended Expenditure Plan) must be approved by both the County Board of Supervisors and Richmond City Council to officially authorize use of North Richmond Waste and Recovery Mitigation Fee funding. The purpose of this North Richmond Mitigation Fee (NRMF) is to mitigate designated impacts resulting from the County and City approved land use permits for the expanded Bulk Material Processing Center (BMPC) located in North Richmond.

Summary of Changes to the 2023/2024 Expenditure Plan
At the NRMFC meeting on May 26, 2023, the Committee voted to recommend that the County Board of Supervisors and Richmond City Council approve a 2023/2024 Expenditure Plan that allocates funding from July 1, 2023, through June 30, 2024.

On June 20, 2025, the NRMFC voted to recommend an Amended 2023/2024 NRMF Expenditure Plan be brought before the County Board of Supervisors and Richmond City Council for approval.
The Amended 2023/2024 Expenditure Plan incorporated the following modification:

- Increasing Strategy 2 budget from $30,000 to $35,000
- Increasing Strategy 4.A budget from $40,000 to $60,000

All other strategies remained unchanged. The recommended amendment to the 2023/2024 Expenditure Plan would allow the County to reimburse the City for actual costs incurred in excess of the amount originally budgeted. Additional funding will be covered by available roll-over funding from prior Expenditure Plan cycles. The proposed changes are shown in Exhibit A. The next NRMFC meeting is planned to be scheduled for May 2026, where they will discuss the projected revenue and planned use of funds for the 2026/2027 fiscal year.

CONSEQUENCE OF NEGATIVE ACTION:
Each new Expenditure Plan must receive final approval from the County Board of Supervisors and the Richmond City Council. Expenditure Plans and any associated amendments recommended or approved by the NRMFC only take effect if/when approved by the Board of Supervisors and the Richmond City Council. Therefore, if the Amended 2023/2024 Expenditure Plan is not approved by the Board, the City of Richmond would not be able to receive reimbursement for additional costs incurred for the annual period that ended on June 30, 2024.

Amended North Richmond Waste & Recovery Mitigation Fee 2023/2024 Expenditure Plan

The Waste & Recovery Mitigation Fee was established as a result of the Environmental Impact Report (EIR) certified in July 2004 for the WCCSL Bulk Materials Processing Center (BMPC) and Related Actions (Project). The Project involved new and expanded processing and resource recovery operations on both the incorporated and unincorporated area of the Project site, which the EIR concluded would impact the host community. To mitigate this impact Mitigation Measure 4-5 called for a Mitigation Fee to benefit the host community, described as follows:

> "Mitigation Fee. The facility operator shall pay a Mitigation Fee of an amount to be determined by the applicable permitting authority(ies) ***to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond and adjacent areas*****.** The mitigation fee should be subject to the joint-control of the City and County and should be collected on all solid waste and processible materials received at the facility consistent with the existing mitigation fee collected at the Central IRRF."

In July 2004, the City of Richmond and Contra Costa County entered into a Memorandum of Understanding (MOU) agreeing to jointly administer Mitigation Fee monies collected from the BMPC for the benefit of the incorporated and unincorporated North Richmond area. This North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee (Committee) was formed pursuant to the terms of the MOU for the specific purpose of preparing a recommended Expenditure Plan. This Expenditure Plan provides a means to jointly administer the Mitigation Fee funding for the benefit of the host community, as described in the EIR. The Expenditure Plan is subject to final approval of the Richmond City Council and the Contra Costa County Board of Supervisors.

By approving this Expenditure Plan, the City Council and Board of Supervisors authorize the use of Mitigation Fee funding for only the purposes and in the amounts specified herein. The City and County have each designated their respective staff persons responsible for administering the development and implementation of the approved Expenditure Plan, which includes responsibility for drafting and interpreting Expenditure Plan language. However, the City and County have not delegated to the Committee or to staff the authority to expend funding for purposes not clearly identified in the Expenditure Plan document officially approved by their respective decision-making bodies.

Activities which can be funded in this Expenditure Plan period with the Mitigation Fee amounts specified within this Expenditure Plan are described herein as "Strategies" or "Staff Costs". Strategies are categorized as either "Core Services" or "Supplemental Enhancements". Core Services includes the higher funding priority strategies that most directly address the intended purpose of this City/County approved Mitigation Fee*, "to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"*.

All references to the "Mitigation Fee Primary Funding Area" or "Mitigation Fee Funding Area" pertain to the geographic area shown in the attached map (Attachment 5).

Expenditure Plan Period:	July 1, 2023 - June 30, 2024 *(unless otherwise specified herein)*

BUDGET

The funding allocation amounts included in this document apply to the Expenditure Plan Period specified on the first page unless otherwise specified herein. The total amount of funding allocated in the Expenditure Plan Budget is based on revenue projections provided by the BMPC operator, Republic Service, which are dependent upon multiple variables (e.g. number of tons of recovered materials vs. solid waste, per ton gate rate charged and amount of CPI-adjusted per ton Mitigation Fee). Actual Mitigation Fee revenue may deviate from revenue projections provided by Republic and used to prepare this Budget. A "Contingency" line item is included in the Budget to help accommodate variations between projected and actual revenue. Excess funding allocated to strategies and not expended by the end of each Expenditure Plan period is treated as "roll-over" funding for reallocation in a subsequent Expenditure Plan period.

The Budget includes some line items that are based on fixed costs, however there are other line items which are scalable and/or dependent on utilization thereby providing flexibility to reallocate amounts if and when a significant need is identified. Allocated funding may remain unspent due to under-utilization of a particular program. If the amount allocated to a particular line item is determined to exceed needs based upon usage, the remaining funding can only be reallocated by officially amending the Expenditure Plan. This Expenditure Plan may only be adjusted upon official action taken by both the City and County. Although there has been some interest in allowing flexibility for staff to adjust funding allocations under specific circumstances, the authority to approve or modify the Expenditure Plan rests solely with the City Council and Board of Supervisors.

Annual fiscal year Expenditure Plan cycle is expected to reduce margin of error of Mitigation Fee revenue projections, streamline financial reconciliation/budgeting process and minimize need to amend Expenditure Plans mid-cycle. Amending Expenditure Plans involve administrative burden and costs due to the joint approval needed from both the Richmond City Council and County Board of Supervisors. In order to minimize the amount of funding needed to cover staff costs incurred to amend the Expenditure Plan, staff will only recommend changes to the Expenditure Plan when necessary to address a significant or time-sensitive need.

BUDGET TABLE

	#	Expenditure Plan (EP) Strategy	Amended Budget Allocations for 2023/2024
Core Services	1	Bulky Item Pick-ups & Disposal Vouchers	$ 2,000.00
	2	Neighborhood Clean-ups	$ 35,000.00
	3	Prevention Services Coordinator	$ 50,726.75
	4.A.	City/County Right-of-Way Pick-ups & Tagging Abatement	$ 60,000.00
	4.B.	City/County Right-of-Way Pick-ups	$ 20,000.00
	5	Code Enforcement Staff - County	$ 91,850.60
	6	Illegal Dumping Law Enforcement	$ 175,814.30
	7	Surveillance Cameras	$ -
	8	Code Enforcement Staff - City	$ 26,666.67
Supplemental Enhancements	9	Community Services Coordinator	$ 90,909.09
	10	Community Clean-Up Projects (See Attachment 2)	$ 87,000.00
	11	North Richmond Green Community Service Programs	$ 16,042.00
	12	North Richmond Green Campaign	$ 14,500.00
	13	Garden Projects (See Attachment 4)	$ 48,179.79
	14	Mobile Tool Lending Library	$ 35,540.00
		Contingency *(10% of Projected Revenue)*	$ 74,972.00
Subtotal (without Committee Staffing)			$ 829,201.20
	X	Committee Administration/Staffing	$ 90,000.00
Total Projected Revenue in 2023/2024 (July 1, 2023 thru June 30, 2024)			$ 749,727.00
Roll-over Funding from Prior EP Cycle(s)			$ 169,474.20
Total 2023/2024 Expenditure Plan Budget			$ 919,201.20

DESCRIPTION OF STRATEGIES RECOMMENDED FOR FUNDING

Funding allocation amounts for each strategy are specified in the Budget table on page 3. The following Strategies describe the activities allowed to be funded with the amounts allocated to each in the Budget (associated allowable agency staff costs are described in the Staff Costs section). Strategies are grouped based on relative funding priority levels and the "Core Services" category contains higher priority Strategies than the "Supplemental Enhancements" category. Higher funding priority Strategies are those which best address the Fee's intended purpose, ***"to defray annual costs associated with collection and disposal of illegally dumped waste and associated impacts in North Richmond"***).

Level 1 Priority - PRIMARY CORE SERVICES STRATEGIES

- 1 - Bulky Item Pick-ups & Disposal Vouchers
- 2 - Neighborhood Clean-ups
- 4.A. - City/County Right-of-Way Pick-ups & Tagging Abatement
- 4.B. - City/County Right-of-Way Pick-ups
- 5 - Code Enforcement Staff – County
- 6 – Illegal Dumping Law Enforcement
- 8 – Code Enforcement Staff – City

Level 2 Priority - SECONDARY CORE SERVICES STRATEGIES

- 3 - Prevention Services Coordinator
- 7 - Surveillance Cameras

Level 3 Priority - PRIMARY SUPPLEMENTAL ENHANCEMENTS STRATEGIES

- 9 - Community Services Coordinator
- 10 - Community Clean-up Projects
- 11 - North Richmond Green Community Services Programs
- 12 - North Richmond Green Campaign
- 13 - Garden Projects
- 14 - Mobile Tool Lending Library

CORE SERVICES

1. Bulky Item Pick-ups & Disposal Vouchers

Provide residents in the Mitigation Fee Primary Funding Area, who prove eligibility consistent with City/County procedures, with the option of choosing to:

- Request up to one on-call pick-up service per household per calendar year for bulky items that are not accepted in the current on-call clean-ups through Richmond Sanitary Service (RSS), only available to those with an active account with RSS; or
- Request up to twenty four $5 vouchers per household for disposal at Republic's transfer station on Parr Blvd. per calendar year (vouchers expire

after six months, Mitigation Fees only pay for vouchers that are actually redeemed).

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

Community Housing Development Corporation *(processes requests and issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Republic Services - Golden Bear Transfer Station & Richmond Sanitary Service *(reimbursed for Disposal Vouchers redeemed and Bulky Item Pick-ups provided)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC and Republic Services shall provide required data pertinent to Strategy 1 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

2. Neighborhood Clean-ups

Provide at least one neighborhood and/or creek clean-up event in the Mitigation Fee Funding Area; additional clean-up event may be scheduled as funding allows.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity(ies):

City Manager's Office *(coordinates scheduling of clean-up dates and associated arrangements in conjunction with partner entities)*

Republic Services - Richmond Sanitary Service *(reimbursed for providing/servicing clean-up boxes and disposing of debris placed in clean-up boxes)*

Reporting/Payment Requirements: Effective July 1, 2012, the City Manager's Office and Republic Services shall provide required data pertinent to Strategy 2 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

3. Prevention Services Coordinator

Fund at least a portion of a Prevention Services Coordinator (PSC) position (including salary/benefits/overhead and administering agency contracting charge[1]) on a contract basis to assist the City and County in implementing Strategy 1 as the point of contact for community members interested in claiming Disposal Vouchers or Bulky-Item Pick ups. Assist community members interested in reporting illegal dumping and seeking referral/resources. Track and report data related to illegally dumped waste collected by Republic Services Hot Spot Crew and handle

[1] Administering agency contracting charge applies ($3,000 per contract)

associated referrals to applicable public agencies, including right-of-way referrals for Strategy 4. The PSC may also assist City and County with administering funding allocated to selected non-profit organizations under Strategies 10 and 13.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC) *(reimbursed actual cost for part-time position that issues Disposal Vouchers/arranges Bulky Item Pick-ups)*

Reporting/Payment Requirements: Effective July 1, 2012, CHDC shall provide required data pertinent to Strategy 1 and Strategy 3 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

4.A. City/County Right-of-Way Pick-ups & Tagging Abatement

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping and tagging abatement in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity: Richmond Public Works Department's Abatement Division

Reporting/Payment Requirements: Effective July 1, 2012, the Richmond Public Works Department's Abatement Division shall provide required data pertinent to Strategy 4.A. based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

4.B. City/County Right-of-Way Pick-ups

Fund consolidated pick-up program (including personnel, mileage, equipment rental and administrative costs) for removal of illegal dumping in the public right-of-way located within the unincorporated & incorporated Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects. Funding is intended to pay for removal of illegal dumping that occurs as a result of referrals from the Prevention Services Coordinator for items/debris not collected by the designated Republic Services Hot Spot Route crew.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Republic Services

Reporting/Payment Requirements: Effective July 1, 2022, Contra Costa County's Department of Public Works shall provide required data pertinent to Strategy 4.B. based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

5. Code Enforcement Staff - County

Fund at least a portion of County code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the unincorporated Mitigation Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Department of Conservation & Development's Building Inspection Division

Reporting/Payment Requirements: Effective July 1, 2012, the County Department of Conservation & Development's Building Inspection Division shall provide required data pertinent to Strategy 5 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

6. Illegal Dumping Law Enforcement

Fund majority of a full-time Sheriff Deputy (between approximately 90-100% of salary/benefits, overtime, uniform and related cell phone, equipment, and vehicle costs) to assist with law enforcement investigations and patrols to combat illegal dumping within the Mitigation Fee Primary Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.
[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: County Sheriff's Office

Reporting/Payment Requirements: Effective July 1, 2012, the County Sheriff's Office shall provide required data pertinent to this Strategy based upon the

strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

7. Surveillance Cameras

Fund the cost of cameras, camera infrastructure, camera signage and costs related to monitoring, maintenance, warranty, repair & relocation of surveillance camera system equipment within the Mitigation Fee Primary Funding Area. Cameras will be used to assist the dedicated Illegal Dumping Law Enforcement officer prevent dumping in targeting specific locations where illegal dumping occurs most regularly.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity(ies):

Richmond Police Department *(operate, move and maintain eight Pan-Tilt-Zoom wireless video surveillance cameras and associated camera system infrastructure throughout NR -AND- install/clean/move FlashCam cameras located within the incorporated NR area if funding is available)*

County Sheriff's Department *(coordinate monitoring of FlashCams or other camera systems located throughout NR and identify/request relocation of surveillance cameras throughout NR as needed)*

County Public Works Department (*install/clean/move FlashCam or other camera systems cameras located within the unincorporated NR area upon request if funding is available)*

Reporting/Payment Requirements: Effective July 1, 2012, each Implementing Entity shall provide required data pertinent to each entity's applicable Strategy 7 responsibilities based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers) now or in the future.

8. Code Enforcement Staff - City

Fund at least a portion of City code enforcement position (including salary/benefits and related vehicle and equipment costs), to assist with vacant/ abandoned lot abatements and fencing as well as other health/building/zoning violations related to illegal dumping and blight throughout the incorporated Mitigation Funding Area. Additional tasks would include identifying potential sites for Strategy 10 Clean-Up Projects.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: City of Richmond

Implementing Entity: City Department of Infrastructure Maintenance & Operations

Reporting/Payment Requirements: Effective July 1, 2020, the City Department of Infrastructure Maintenance & Operations shall provide required data pertinent to Strategy 8 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

SUPPLEMENTAL ENHANCEMENTS

9. Community Services Coordinator

Fund at least a portion of a Community Services Coordinator (CSC) position to be staffed on a contract basis (including salary/benefits/overhead and administering agency contracting charge[2]). The CSC shall:

- serve as a link between the community of North Richmond, the City of Richmond, and Contra Costa County for issues related to beautification, illegal dumping, and blight using referral process identified by the City and County;
- coordinate outreach activities related to illegal dumping and beautification within the Primary Funding area, as specified by the City/County, including North Richmond Green community service programs and outreach activities described under Strategies 11 & 12; and
- Identifying potential sites for Strategy 10 Clean-Up Projects.
- be bilingual in order to assist with Spanish translation as needed.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC).

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

10. Community Clean-up Projects

Fund the implementation, oversight and administering agency contracting charges[3] of community clean-up projects with specific focus on reducing blight. Community clean-up projects may involve the removal of debris and/or landscaping maintenance. Sites to be cleaned shall be in the Mitigation Fee Funding area and designated by the Administering Agency. The number of sites to be cleaned will be determined by the amount of funding allocated.

[2] Administering agency contracting charge is $3,000 per contract.

[3] Administering agency contracting charge is $3,000 per contract entered into by the County and up to 20% of the per project funding allocation (as described in the "Administering Agency" section).

A breakdown of contracting costs and amount awarded to the Implementing Entity is contained in the Community Clean-up Project Table included as Attachment 2. Up to 15% of the Implementing Entity's Award Amount in Attachment 2 may be used for a fiscal sponsor or administrative oversight.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County. Community Housing Development Corporation (CHDC) may under contract with the County as an Administering Agency, administer Community Clean-Up Project contracts funded under this Strategy. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to Community Clean-Up Projects (after subtracting City/County contracting cost) listed in Attachment 2 to oversee implementation, including facilitating review/assessment of reports' and deliverables. Payments to Implementing Entities for Community Clean-Up Projects shall not be issued by CHDC without the written approval of City and County Committee Staff.

Implementing Entity: See Community Clean-up Projects Table in Attachment 2

Reporting/Payment Requirements: Any Community Clean-Up Projects shall be subject to the Reporting & Invoicing Requirements specified in the template Memorandum of Understanding included in Attachment 1. Attachment 1 only applies to Community Clean-Up Project contracts with the Implementing Entities. The County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available for payments requested by Implementing Entities if and when authorized by City and County Staff. Additionally, CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 1 due to the nature of the services to be provided.

11. North Richmond Green Community Services Programs

Fund the following North Richmond Green programs on a contract basis[4] to the extent the specific details submitted are determined to align with the purpose of the Mitigation Fee and Expenditure Plan:

- *NR Little League Baseball Program* - Includes cost of registration and uniforms with customized North Richmond Green patches for up to 5-6 teams, season kick-off event/parade, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Youth Twilight Basketball Program* - Includes cost of registration and uniforms with North Richmond Green patches for up to 5-6 teams, equipment, stipends for game monitoring and oversight, food and transportation.
- *NR Eco Workshops & Beautification Projects* – Eco Workshops and Beautification Projects include school gardens, recycling efforts, beach/creek/neighborhood clean-ups and ecological field trips. May fund the cost of materials, transportation and fees associated with pre-approved community beautification projects such landscaping and murals.

[4] Administering agency contracting charge applies ($3,000 per contract)

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

12. North Richmond Green Campaign

Fund the design, printing and/or distribution of education and outreach materials on a contract basis[5] which must align with the purpose of the Mitigation Fee and Expenditure Plan and be pre-approved by Committee Staff. Outreach materials must include "Jointly funded by City of Richmond & Contra Costa County" unless otherwise specified herein. Outreach materials may be any of the types specified below, however must clearly intend to directly:

- Inform the community about Mitigation Fee funded programs/efforts,
- Increase participation in Mitigation funded programs/efforts,
- Reduce illegal dumping and blight in the Mitigation Fee Funding Area, and/or
- Promote beautification in the Mitigation Fee Funding Area.

The following type of outreach material expenditures may be funded if reviewed and pre-approved by Committee Staff:

- STIPENDS – Pay local community members (youth and adults) to distribute printed outreach materials door-to-door to promote mitigation-funded strategies *(Jointly Funded text not applicable to stipend expenses, only materials)*
- HANDOUTS/MAILERS – Newsletters, flyers, brochures or other documents intended to be handed out or mailed to local residents/organizations.
- T-SHIRTS - Shirts shall include the NRGreen.org website to encourage people to learn more about Mitigation funded programs/efforts *(local phone number should also be included when possible, however inclusion of Jointly Funded text may not be required)*
- NR GREEN FESTIVAL – Event held once per year and generally include information booths to raise awareness about mitigation-funded efforts and other local beautification efforts as well as fun activities for kids and food. Materials promoting the event shall include the NRGreen.org website as well as a local phone number.
- SIGNAGE – Printed or manufactured signage, which includes promotional banners for local events/parades, which should include the NRGreen.org website for Community members to learn more about Mitigation funded programs/efforts. Repair, replacement and removal of NRMF-funded Light Pole Banners.

[5] Administering agency contracting charge applies ($3,000 per contract)

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agency: Contra Costa County

Implementing Entity: Community Housing Development Corporation (CHDC)

Reporting/Payment Requirements: CHDC shall provide required data pertinent to Strategies 9, 11 & 12 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments.

13. Garden Projects

Fund the implementation, oversight and administering agency contracting charges[6] of Garden Projects as further described below.

Community Garden Projects: Fund on-going maintenance and up-keep of existing community gardens within the Primary Funding Area. The projects selected under this Strategy has been funded on an on-going basis.

Garden Retrofit Projects: Fund the development and implementation of educational garden retrofit events within the Primary Funding Area. Sites for garden retrofits shall be selected via an application process administered by the implementing Entity and approved by County/City staff. Garden retrofit applications will be ranked based on the applicant's ability/willingness to maintain the garden after installation, the visibility of the site from the street, and the size of the garden site. The number of garden sites to be retrofitted will be determined by the amount of funding allocated. Garden retrofits shall contain drought-tolerant, native plants.

Details, including recommended allocation amounts, for Projects are included in Attachment 4. Up to 15% of the Non-Profit Implementer Award Amount specified in Attachment 4 may be used for administrative oversite.

[See "Staff Costs" section for agency activities that may also be funded under this Strategy.]

Administering Agencies: Contra Costa County. Community Housing Development Corporation (CHDC) may under contract with the County as the Administering Agency, administer Garden Project contracts funded under this Strategy. CHDC shall use no more than twenty (20) percent (%) of the total amount awarded to Projects (after subtracting City/County contracting cost) to oversee implementation, including facilitating review/assessment of reports and deliverables. Payments to Implementing Entities for Garden Projects shall not be issued by CHDC without the written approval of both City and County Committee Staff.

Implementing Entity: See Garden Projects Table in Attachment 4

Reporting/Payment Requirements: Any Garden Project contracts issued or amended by the City/County shall incorporate Reporting & Invoicing Requirements

[6] Administering agency contracting charge is $3,000 per contract entered into by the County and up to 20% of the per project funding allocation (as described in the "Administering Agency" section).

equivalent with those shown in Attachment 3. Garden Project contracts being administered by CHDC on behalf of the County shall also incorporate Reporting & Invoicing Requirements equivalent with those shown in Attachment 3. Attachment 3 only applies to the Garden Project contracts with the Implementing Entities. CHDC would be subject to contractual payment and reporting provisions that differ from those in Attachment 3 due to the nature of the services to be provided. The County will issue advance payments to CHDC, as needed, to ensure there is adequate funding available to payments requested by Implementing Entities if and when authorized by City and County Staff.

14. Mobile Tool Lending Library

Fund the development, implementation, and on-going maintenance of a mobile tool lending library that is accessible to the public within the Mitigation Fee Primary Funding Area at least once a week. Funding is intended to pay for the purchase of educational material, tools, a cell phone for the library, costs related to the tool lending system & trailer/tool maintenance, and personnel/labor.

Administering Agency: City of Richmond

Implementing Entity: City of Richmond Community Services Department

Reporting/Payment Requirements: Effective July 1, 2020, the City of Richmond Community Services Department shall provide required data pertinent to Strategy 14 based upon the strategy-specific invoicing/reporting requirements and schedule developed/maintained by Committee Staff in order to receive NRMF-funded payments (funding transfers).

STAFF COSTS

Committee Administration/Staffing Funding: The funding allocated for Committee Administration/Staffing may not be adequate to cover the full cost of staff time necessary for jointly staffing the North Richmond Waste & Recovery Mitigation Fee Joint Expenditure Planning Committee as well as developing, administering and overseeing this Expenditure Plan for the specified period. Supplemental funding allocation may be necessary upon determining actual costs exceed the amount budgeted to cover the intended City/County costs for joint staffing.

Strategy-Specific Funding: The cost of City/County staff time spent providing direct implementation assistance and/or coordination for specific Strategies may be covered with a portion of the NRMF funding budgeted for each applicable Strategy. Additionally, a portion of the NRMF funding budgeted for Strategies will be used to pay fixed administering agency contracting charge for each applicable contract (Currently $3,000 per contract. An additional $3,000 may be added to a contract amendment to add additional funding or nonprofits to a contract during an existing contract cycle) unless otherwise specified herein.

TEMPLATE MEMORANDUM OF UNDERSTANDING BETWEEN

_____

AND
COMMUNITY HOUSING DEVELOPMENT CORPORATION

This is an agreement made and executed on _____ between Community Housing Development Corporation (CHDC) and _____ (Contractor). This contract will remain in effect for the time period identified in the TERM section of the agreement.

OVERVIEW:
The _____ North Richmond Mitigation Fee (NRMF) Expenditure Plan approved by the Board of Supervisors in _____ and Richmond City Council in _____ allocates a total of **$_____**to the Contractor for the disbursement of funds within Strategy 10 to complete Clean-Up Project(s) in the North Richmond Mitigation Area.

TERM: The term of this agreement begins on _____ and ends on _____. Contractor will complete all work performed under this agreement not later than _____. Invoices submitted for work performed before or after this specified term and invoices submitted after _____will not be paid.

I. Contractor's Obligations

The Contractor shall administer the _____, as described herein for an amount not to exceed **$_____**involving the following activities:

A. Recruit and Hire up to four (4) workers

1. Contractor will develop and publicize the job announcements. Job announcements shall contain, "Jointly funded by The City of Richmond & Contra Costa County" language.
2. Contractor will interview, select and hire up to four workers.
3. Contractor will host training for new hires that discusses the proper procedures of disposal of hazardous waste (televisions, phones, batteries, tires, paint etc.).

Task A - Deliverables:

1. Documentation of publicized job announcement in English/Spanish with required jointly funded language.
2. Documentation of hiring papers.

B. Clean up to _____(_) North Richmond Sites Approved by the County

1. Contractor shall select North Richmond addresses provided by the County or City to be cleaned during each clean up. Community clean-up projects may involve the removal of debris and/or landscaping maintenance.
    a. Addresses provided by the County or City will include a description of debris for removal and/or landscaping needs.
    b. Addresses provided by the County or City shall only be selected once for clean-up unless directed otherwise by County Staff.
2. Contractor will confirm with the County the address for cleanup one week and provide clear written procedures for the proper disposal of all waste types previously described at each clean-up site, including

waste that is recyclable, hazardous or requires special handling. Procedures shall be submitted and approved by the County before the site is cleaned up.

3. Contractor shall make arrangements in advance with the appropriate partners for the proper removal, recycling, composting or disposal of the debris identified in the area to be cleaned, including materials that require special handling such as tires, hazardous/universal wastes, appliances, and medical sharps/waste.
4. Contractor shall document approximate quantities (count, volume or weight) of each type of material/debris removed from the area during clean-up, using a log or other method agreed upon in advance.
5. Contractor shall demonstrate how the materials/debris removed during the clean-up were transported and where each type was properly recycled, composted or disposed.

Task B - Deliverables:

1. Documentation of disposal procedures approved by the County for each confirmed clean-up address.
2. Before photos of the entire site before the material/debris has been cleaned up.
3. Completed Contractor's Log identifying the types and amount of material/debris removed.
4. After photos of the entire site after it has been cleaned up. Contractor shall strive to take After photos from the same vantage points as the Before photos.
5. Documentation demonstrating that the material/debris removed was properly disposed or recycled. If debris removed during the clean-up is disposed of in existing containers that are routinely serviced by Republic Services, Contractor shall submit copy of an invoice or letter from Republic Services confirming what collection services were being provided at the disposal location during the applicable timeframe. For any in-kind hauling/disposal service offered by partner organizations or agencies, contractor may submit written communication identifying what was picked up by whom and where it was taken (e.g. e-mail message from the Parks District confirming that yard debris that was placed in tarps and set-out at agreed upon location was placed in designated green waste bin on the District's property or transported to a specified compost facility). Alternatively, if disposal services are provided in the form of debris box donation(s) from Republic Services, contractor may submit written communication confirming donation.

C. Attend Community Meetings and Events

1. Attend one North Richmond Green meeting(s) per quarter (quarterly periods end on December 31st, March 31st and June 30th).
    a. No portion of the Quarterly Meeting Attendance budget line item will be paid to Contractor unless Contractor submits written evidence proving Contractor representative attended at least one monthly North Richmond Green Meeting during the applicable quarter.

Task C - Deliverables:

1. Documented attendance via minutes or copies of sign-in sheets of North Richmond Green meetings

D. Reporting & Invoicing

1. Submit invoices and the required supporting documentation (including applicable required Deliverables and completed Progress Reports as specified in Section III. Payment Provisions) for each calendar month, and not later than 30 days after the end of the applicable monthly period. The Reporting and Invoicing budget line items are intended to ensure timely submittal of invoices and required supporting

documentation. No portion of the Invoicing budget line item will be paid to Contractor for invoices submitted late, or without the required documentation or completed Progress Report.

Task D- Deliverables:

1. Complete monthly invoices on time for all tasks completed, accompanied by all required deliverables (including completed Progress Report or Final Progress Report). If Contractor does not provide a timely and complete invoice with all deliverables required for applicable tasks outlined on the invoice, as specified herein, no later than 30 days after the end of the applicable monthly period, the Contractor shall forfeit the $100 allocated for each applicable invoice period. Contractor may not use any funding specifically allocated for Reporting and Invoicing for any other purpose
2. Completed Progress Report addressing activities that occurred during the corresponding invoice period (except for the final invoice) consistent with Section III.3.a.
3. Completed Final Progress Report addressing the entire project to be submitted with the final invoice consistent with Section III.3.a.

E. Eligible Costs:

Eligible costs consistent with the below table can only be reimbursed if included on invoices in conformance with the payment provisions and submitted prior to _____.

Budget Line Items by Task/Deliverable	Quantity	Payment per Unit	Total Payments	Budget Amount
A. Recruit and hire up to four (4) workers				**$ 1,750**
Deliverable 1 - Recruitment Documentation	1 each	$350	$350	
Deliverable 2 - Hiring Documentation	4 each	$350	$1,400	
B. Clean-up up to _____(_) designated locations in the NRMF Funding Area				**$ _____**
Deliverable 1 - Procedures	_ each	$200	$1600-	
Deliverable 2 - Before Photos	_ each	$300	$2,400-	
Deliverable 3 - Contractors Log	_ each	$400	$3,200-	
Deliverable 4 - After Photos	_ each	$300	$2,400-	
Deliverable 5 - Disposal Documentation	_ each	$600	$4,800-	
C. Attend North Richmond Green Meetings				**$ 750**
Deliverable 1 - NR Green Meetings	3 each	$250	$750	
D. Reporting and Invoicing				**$ 2,500**
Deliverable 1 - Timely & Complete Invoice	9 each	$100	$900	
Deliverable 2 - Progress Reports	8 each	$150	$1,200	
Deliverable 3 - Final Progress Report	1 each	$400	$400	
SUBTOTAL				**$ _____**
Fiscal Agent (10% of amount invoiced)			$0	
TOTAL BUDGET & ALLOWABLE PAYMENTS				**$ _____**

II. CHDC's Obligations

Subject to the payment limit of **$_____**CHDC shall reimburse Contractor for eligible costs described in the previous section where such are incurred in the performance of work under the contract, subject to the below Payment Provisions. CHDC will disburse Contractor funds only after receiving written approval by County authorizing the disbursement of the Contractor grant funds based on approved budget, approved advance and request for reimbursement.

III. Payment Provisions

Contractor shall submit invoices and required deliverables on a monthly basis consistent with the amounts and frequency specified in Section I.E -Eligible Costs, which together may not total more than **$_____**. Contractor will only receive payment for eligible costs incurred for work performed during the term of this contract which are itemized on invoices substantiated with adequate supporting documentation. Invoices submitted after July 30, -_____ will not be paid.

1. **Advanced Payments:** In order to receive any potential advance payment, such must be authorized for the specified project in Attachment ____ of the Expenditure Plan approved by the Board of Supervisors and The City of Richmond. Advance payment is limited to no more than ten (10) percent (%) of the approved implemented Entity Award for the Project. Contractor shall submit a written request to CHDC for approval by City and County Committee staff detailing the reason(s) advance payment is necessary and itemizing each specific cost that the requested advance payment amount would pay for and how such costs will aid in the completion of each applicable required task. Advance payment requests must be submitted prior to any other invoice. If an advance payment is issued, Contractor shall not be eligible for an additional payment until enough required deliverables have been approved to offset the amount paid in advance.

2. **Partial Payments:** The Contracting entity (City of County) may authorize partial payment to Contractor for submittal of incomplete deliverables if solely incomplete due to unusual and unforeseen circumstances beyond the control of the Contractor. Contractor must submit written request asking to receive payment for incomplete deliverable containing an explanation as to what factors beyond the Contractor's control specifically precluded the Contractor from submitting the completed deliverable and why such could not have been foreseen or avoided by Contractor.

3. **Invoices:** Invoices shall be submitted monthly, no later than 30 days after the end of the applicable monthly period and contain the following information in sufficient detail and be submitted in a form which adequately demonstrates consistency with this contract. Invoices shall be accompanied by the applicable deliverables.

    a. Itemization of any tasks completed during the applicable calendar month for which completed deliverables are submitted and associated payment is being requested.

4. **Supported Documentation**: The following required supporting documentation must be submitted with invoices when applicable as described below.

a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates, as well as any applicable details specified above in Section I. Contractor's Obligations.

b. All applicable Deliverables associated with the tasks and requested payment amounts itemized on each monthly invoice.

SIGNATURES: Executed on the dates and by the persons named below.

Date: _____ **Date: _____**

By: _____ **By: _____**

Name: _____ **Name: _____**

IV. Conflict of Interest

By signing below, Contractor agrees not to employ, subcontract with, or make payment to any person (employees and stipend recipients), for the purpose of implementing this Project, that is at the same time employed by Contra Costa County, the City of Richmond or any entity that receives NRMF funding from the County or the City of Richmond, or serves on the NRMF Committee, except upon written approval by the Department of Conservation and Development Director or his designee.

Signature:_____

Name: _____

Title: _____

Date: _____

Attachment 2 - Community Clean-up Projects Table (Strategy 10)

2023/24 Expenditure Plan Funding Allocations for Projects
recommended for City/County approval by the North Richmond Mitigation Fee Committee

A total of **$87,000.00 is recommended to be allocated in the 2023/2024 Expenditure Plan for Community Clean-up Projects (Strategy 10)**. Two of the three entities below were previously selected by the Committee based on a Funding Request Proposal process conducted in 2018.[1] The third entity, SOS! Richmond, was added per Committee direction at the October 16, 2020 meeting.

Community Clean-up Projects Recommended for Funding in 2023/2024

Implementing Entity / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount)	Requested Amount	Total Award Amount	County Contracting Costs[2]	CHDC Contracting Cost (20%) to Manage Non-Profits[2]	Non-Profit Implementer Award Amount for Project	Notes
Social Progress Inc.	Brighter Beginnings in North Richmond	Yes	$ 29,999.76	$ 25,250.00	$ 1,000.00	$ 4,850.00	$ 19,400.00	
SOS! Richmond	SOS! Richmond	Yes	$ 75,000.00	$ 36,500.00	$ 1,000.00	$ 7,100.00	$ 28,400.00	
Men & Women of Valor	Community Working Together	Yes	$ 20,000.00	$ 25,250.00	$ 1,000.00	$ 4,850.00	$ 19,400.00	
Total Funding Requested/Allocated			$ 124,999.76	$ 87,000.00	$ 3,000.00	$ 16,800.00	$ 67,200.00	

[1] Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations and Agencies on March 6, 2018. Funding Proposal Application received by Men & Women of Valor was the wrong application. At their meeting on March 23, 2018, the NRMF Committee gave Men & Women of Valor 30 days to re-submit their application to the NRMF Committee using the correct application and submittal requirements. On April 22, Committee staff received the correct Funding Proposal application. The Men & Women of Valor Proposal application was considered at the NRMF Committee Meeting on June 8th and selected for funding.

[2] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost for $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

Garden Project Reporting and Invoicing Requirements

Substantially equivalent language to be included in all NRMF-funded Community Project Agreements/Amendments

Agreements providing for payments using funding allocated for Community Projects must include provisions that address the requirements contained herein. Contractor shall submit Progress Reports covering each invoice period, using a City/County provided template in conjunction with each monthly invoice in order to be eligible for payment. Contractor shall monitor, document, and report all Project activities associated with the tasks and deliverables described in the agreement and any eligible Project costs for which reimbursement will be requested. Upon completion of work or the end of the contract's term, Contractor shall submit a Final Report, using a City/County provided template similar to the attached, in conjunction with the final invoice.

Task Deliverables

The agreement shall assign a dollar amount for each deliverable within each task. Contractor shall only be paid for completed deliverables submitted with all associated supporting documentation. The agreement may include assignment of one dollar amount to multiple deliverables for a specific task when appropriate to substantiate completion of the required task. The Contracting entity (City of County) may authorize partial payment to Contractor for submittal of incomplete deliverables if solely incomplete due to unusual and unforeseen circumstances beyond the control of the Contractor. Contractor must submit written request asking to receive payment for incomplete deliverable containing an explanation as to what factors beyond the Contractor's control specifically precluded the Contractor from submitting the completed deliverable and why such could not have been foreseen or avoided by Contractor.

Timely Submittal of Invoices

A separate Reporting & Invoicing budget line item shall be included in the agreement to facilitate timely submittal of invoices, progress reports and other deliverables. Submittal of monthly invoices shall be included as a deliverable and the exact amount that is payable upon timely submittal of each invoice complete with all required supporting documentation shall be specified. The agreement shall provide that no portion of the Reporting & Invoicing budget line item be paid to Contractor for invoices submitted beyond 30 days of any monthly invoice period, or without the required documentation including completed Progress Reports.

Pre-approval Required for Supplies and Materials

Unless the exact supplies and materials are specified as preauthorized in the Agreement, Contractor shall obtain pre-approval from the Contracting entity (City or County) prior to incurring supplies and materials expenses for which reimbursement will be requested. To request pre-approval, contractor shall provide written request identifying all proposed supplies and materials as well as an explanation demonstrating its reasonable cost and how said items will aid in the completion of each applicable required task.

Attendance of Community Meetings and Events

Contractor shall attend one North Richmond Green meeting per quarter during the contract period. Documentation substantiating attendance of required meetings shall be included as a deliverable for this task and be included with all applicable monthly invoice(s).

Acknowledgment Required on Outreach & Promotional Materials

Any printed outreach materials or promotional items must include “Jointly funded by City of Richmond & Contra Costa County”, with the exception of T-Shirts, which Contractor may request Contracting entity pre-approve to include only the NRGreen.org website address.

Authorized Advance Payments

In order to receive any potential payment in advance, such must be authorized for the specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan approved by both the County Board of Supervisors and Richmond City Council. No Contractor authorized for advance payment may receive more than ten (10) percent (%) of the approved Implementing Entity Award for this Project. In order to receive any advance payment(s) provided for in the City and County approved Expenditure Plan, the Contractor shall submit a written request to both the City and County Committee Staff detailing the reason(s) advance payment is necessary and itemizing each specific cost that the requested advance payment amount (not to exceed 10% of total award) would pay for and how such costs will aid in the completion of each applicable required task.

Conflict of Interest Provisions

Contractor shall not employ, subcontract with, or make payment to any person, for the purpose of implementing a specified Project in Attachment 2 or Attachment 3 of the Expenditure Plan that is at the same time employed by Contra Costa County, City of Richmond or any entity that receives Expenditure Plan funding from the County or the City of Richmond, except upon written approval by the Contracting entity (either City or County).

Payment Provisions

Contractor shall submit invoices and required deliverables on a monthly basis consistent with the amounts and frequency contained in the “Eligible Costs” Section, which together may not total more than $ (enter applicable contract amount). Contractor will only receive payment for eligible costs if such amounts are included on invoices adequately substantiated with required supporting documentation that are all submitted to the Contracting entity on or before July 30th. Invoices or portions thereof for which required supporting documentation has not been submitted by July 30th (or 30 days after any contract end date prior to June 30th) shall not be eligible for payment.

1. **Invoices:** Invoices shall be submitted monthly and contain the following information in sufficient detail and be submitted in a form, which adequately demonstrates consistency with the “Service Plan” specified in the contract. Invoices shall be accompanied by the applicable deliverables.

    a. Itemization of any tasks partially or fully completed during the applicable calendar month for which completed deliverables are submitted and associated deliverable payment amount is being requested.

2. **Supporting Documentation**: The following required supporting documentation must be submitted with invoices when applicable as described below.

    a. Every invoice must be accompanied by a Progress Report, with the exception of the final invoice, which must be accompanied by a Final Report. Both types of Reports must contain all of the information specified in the City/County provided Report templates, as well as any applicable details specified in the Service Plan as a Contractor’s Obligation.

b. All applicable required deliverables associated with the requested payment amounts itemized on each monthly invoice.

City/County shall review submitted invoices and supporting documentation within a reasonable period of time and remit payment to Contractor promptly upon determining the purpose and amount of payment requested are authorized under the Agreement.

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Attachment 4 - Garden Projects (Strategy 13)

2023/2024 Funding Allocations for Garden Projects recommended for City/County approval by the North Richmond Mitigation Fee Committee

A total allocation of **$48,179.79 is recommended to be allocated in the 2023/2024 Expenditure Plan for Garden Projects.**The following entities were previously selected by the Committee based on a Funding Request Proposal process conducted in 2018.[1]

Garden Projects Recommended for Funding in 2023/2024

Implementing Entity / *Fiscal Sponsor* *(if applicable)*	Project Title	Advance Payment Allowed (Up to 10% of Implementer Award Amount)	Requested Amount	Total Award Amount	County Contracting Costs[2]	CHDC Contracting Cost (20%) to Manage Non-Profits[2]	Non-Profit Implementer Award Amount for Project	Notes
Watershed Project	**Curb Appeal**	**No**	**$ 29,986.25**	**$ 28,062.13**	**$ 1,747.34**	**$ 5,262.96**	**$ 21,051.83**	
Communities United Restoring Mother Earth (CURME) / ***Greater Richmond Interfaith Program***	**Lots of Crops**	**No**	**$ 15,092.00**	**$ 20,117.66**	**$ 1,252.66**	**$ 3,773.00**	**$ 15,092.00**	
Total Funding Requested/Allocation Recommended			**$ 45,078.25**	**$ 48,179.79**	**3,000.00**	**9,035.96**	**$ 36,143.83**	

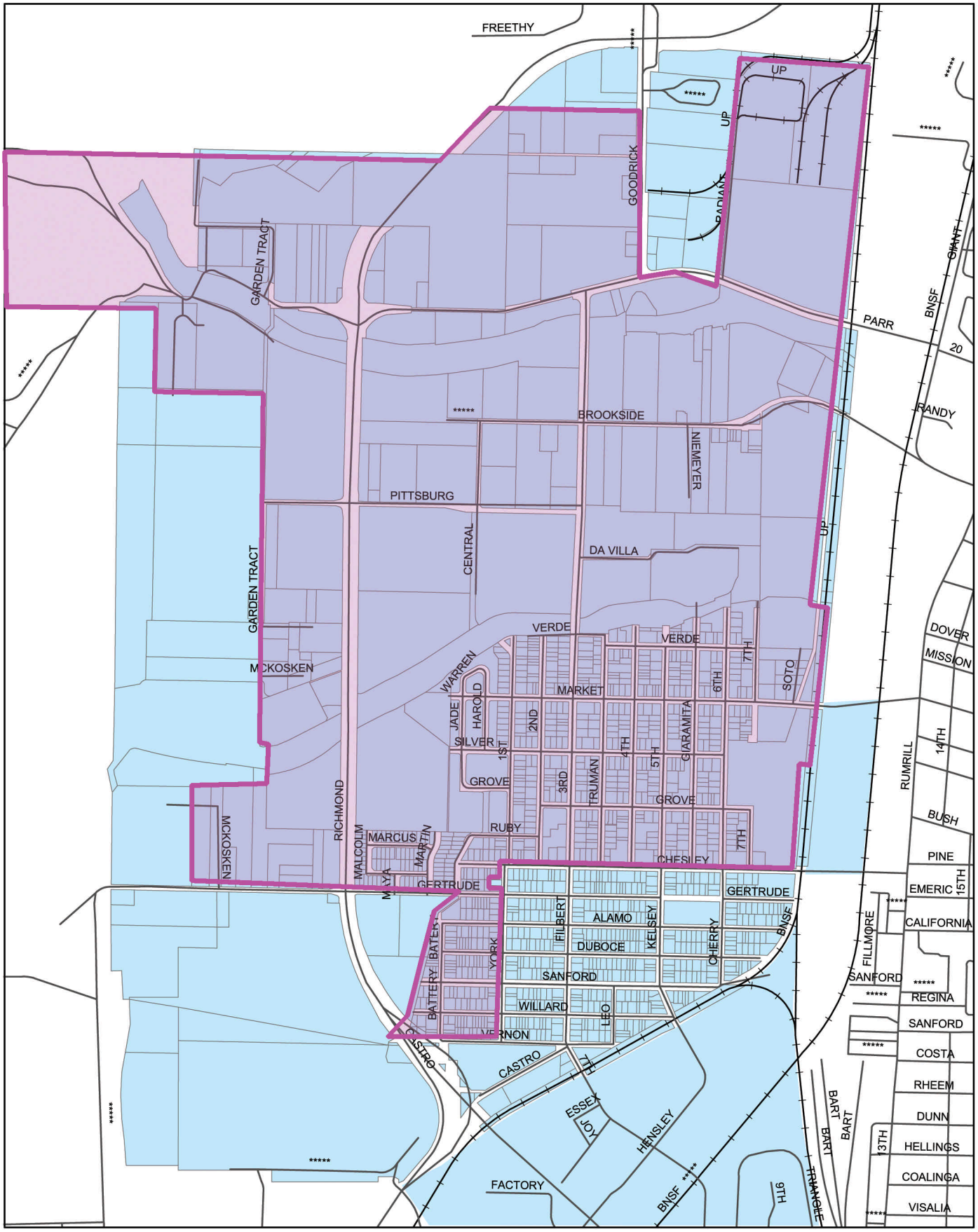
[1] Funding Request Proposal released on February 9, 2018 by Committee Staff and Proposals submitted by eligible non-profit organizations and Agencies on March 6, 2018.

[2] Costs to have 3rd party organization (CHDC) manage and oversee contracts with Organizations selected for funding is up to twenty (20) percent (%) of award amount after first taking out City/County Contracting cost of $3,000 for City/County to contract directly with CHDC to have CHDC administer non-profit contracts.

North Richmond Waste & Recovery Mitigation Fee Funding Area

Incorporated (City)

Unincorporated (County)

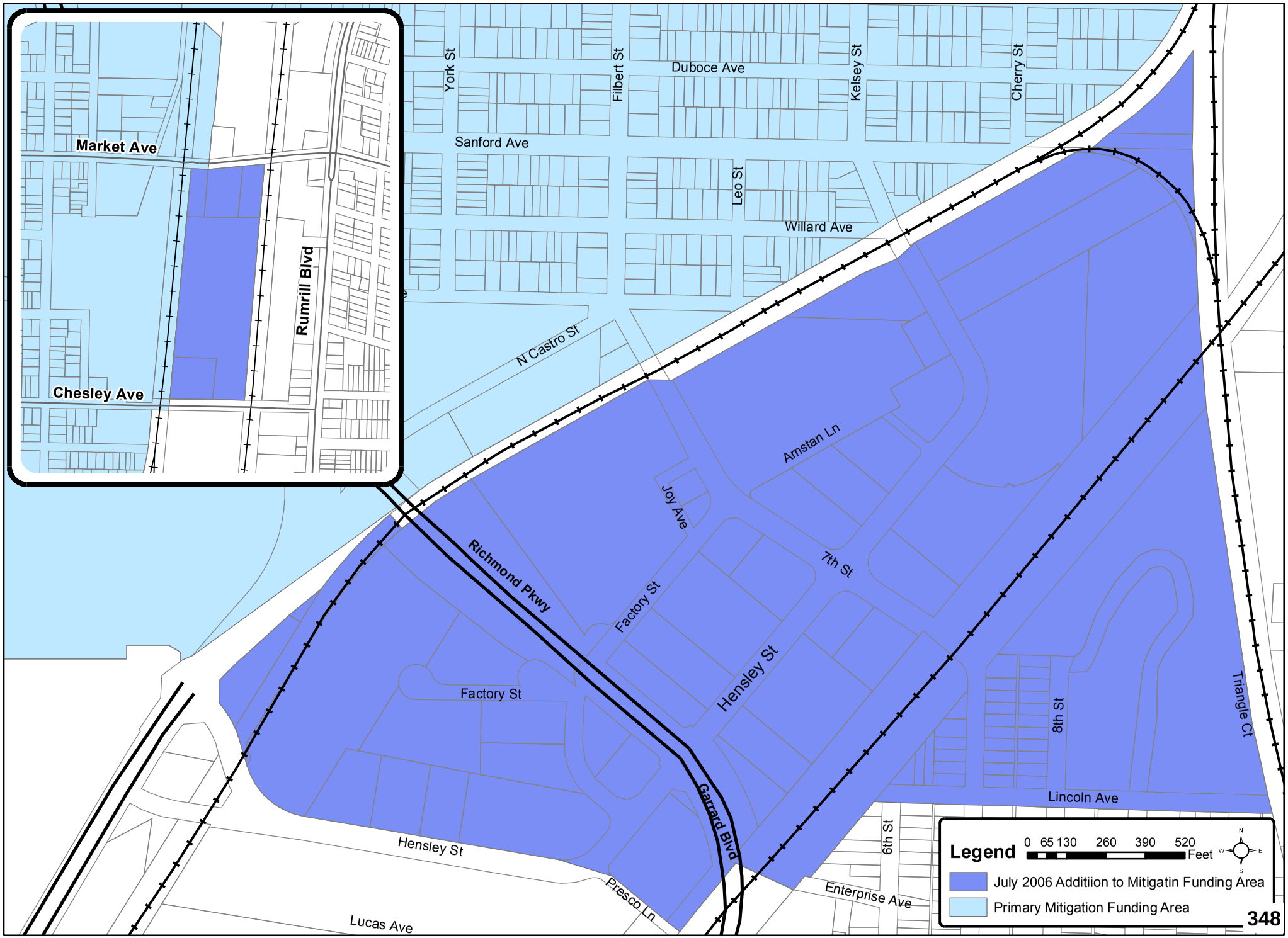


Contra Costa County
Community Development Department

Southern boundary shown on back side

Map contains copyrighted information
Revised on 7/28/2006

Committee Approved Additions to Primary Mitigation Funding Area



1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4779 **Agenda Date:** 11/18/2025 **Agenda #:** C.21.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Solid Waste and Recycling Collection Services in the Unincorporated West County Areas Served by Crockett Sanitary Service, Inc., Inc. to Extend the Term of the Franchise Agreement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
1. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Crockett Sanitary Service, Inc., to extend the agreement termination date from December 31, 2025, to a new termination date of March 31, 2026, for continued solid waste, recycling, and organics collection in its West County service area.

2. FIND that the Sixth Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines, as the Sixth Amendment will not cause potentially significant impacts on the environment.

3. DIRECT the Department of Conservation and Development (DCD) Director or designee to file a CEQA Notice of Exemption with the County Clerk.

4. DIRECT the Director of DCD, or designee, to arrange for payment of the $50 handling fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:
There is no impact on the County General Fund. The costs for County staff time spent administering the Franchise Agreement with Crockett Sanitary Services, Inc., and any related consulting services are covered by solid waste/recycling collection franchise fees.

BACKGROUND:
On November 5, 1996, the County entered into a franchise agreement with Walter Botta, the sole proprietor of the Crockett Garbage Company, to provide collection and recycling services for the unincorporated communities of Crockett, Port Costa and Tormey. Walter Botta immediately assigned his rights and obligations under the Agreement to Crockett Garbage Service, Inc. (name was subsequently changed to Crockett Sanitary Service, Inc.), which is a subsidiary of Richmond Sanitary Service, Inc. (owned by Republic Services).

The Agreement has been amended five times and said amendments were approved by both Parties on

November 1, 2016, December 20, 2016, February 14, 2017, July 22, 2025, and September 30, 2025.

The Franchise Agreement grants Crockett Sanitary Service, Inc. the exclusive privilege and duty to collect solid waste, recyclables and organics routinely generated by residential and commercial customers within the designated Crockett service area (also known as the "Franchise Area"). The Crockett Franchise Area covers the following three (3) unincorporated areas of District V:

1. Crockett
2. Tormey
3. Port Costa

The current Franchise Agreement with Crockett Sanitary Service, Inc. continues through December 31, 2025. The purpose of this Sixth Amendment is to extend the term of the Agreement through March 31, 2026. There are no service or rate changes in this Sixth Amendment to the Franchise Agreement.

CONSEQUENCE OF NEGATIVE ACTION:
After December 31, 2025, solid waste, recycling, and organics collection services in the unincorporated West County area currently served by Crockett Sanitary Service, Inc. would no longer be regulated under a franchise agreement as required by County Code Chapter 418-7.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4780 **Agenda Date:** 11/18/2025 **Agenda #:** C.22.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Solid Waste and Recycling Collection Services in the Unincorporated Central County Areas Served by Allied Waste Systems, Inc. to Extend the Term of the Franchise Agreement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Chair of the Board of Supervisors to execute, on behalf of the County, an amendment to a franchise agreement with Allied Waste Systems, Inc. (Allied), to extend the agreement termination date from November 30, 2025, to a new termination date of March 31, 2026, for continued solid waste, recycling, and organics collection in its Central County service area.

2. FIND that the Fourth Amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the CEQA guidelines, as the Fourth Amendment will not cause potentially significant impacts on the environment.

3. DIRECT the Department of Conservation and Development (DCD) Director or designee to file a CEQA Notice of Exemption with the County Clerk.

4. DIRECT the Director of DCD, or designee, to arrange for payment of the $50 handling fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:

There is no impact on the County General Fund. The costs for County staff time spent administering the Franchise Agreement with Allied, and any related consulting services are covered by solid waste/recycling collection franchise fees.

BACKGROUND:

In August 1995, the County entered into the Agreement with Allied's predecessor company, Pleasant Hill Bayshore Disposal, Inc. to govern collection services provided in unincorporated Central County areas. The Agreement has been amended three times, and said amendments were approved by both Parties on or about July 21, 2015, July 8, 2025, and September 9, 2025.

The Agreement grants Allied the exclusive privilege and duty to collect solid waste, recyclables and organics routinely generated by residential and commercial customers within the unincorporated service area (Franchise Area).

The Franchise Area covers the following unincorporated communities:

1. Alhambra Valley (portion) - District I
2. Canyon - District II
3. Antioch, Unincorporated - District III
4. Morgan Territory - District IV
5. Concord, Unincorporated (portion) - District IV
6. Clayton, Unincorporated (Marsh Creek) - District IV
7. Pleasant Hill, Unincorporated - District IV
8. Martinez, Unincorporated /Pacheco/ Vine Hill - District V
9. Bay Point (Eastern) - District V
10. Cummings Skyway (portion) - District V

The current Franchise Agreement with Allied continues through November 30, 2025. The purpose of this Fourth Amendment is to extend the term of the Agreement through March 31, 2026. There are no service or rate changes in this Fourth Amendment to the Franchise Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

After November 30, 2025, solid waste, recycling, and organics collection services in the unincorporated Central County area currently served by Allied would no longer be regulated under a franchise agreement as required by County Code Chapter 418-7.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4781 **Agenda Date:** 11/18/2025 **Agenda #:** C.23.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Payment to Bay Area Legal Aid

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller or designee to reissue payment, on behalf of the Department of Conservation and Development, in the amount of $10,610 to Bay Area Legal Aid for tenant legal services, due to the fraudulent redemption of the original payment and only partial recovery.

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of $10,610 and will be funded by the Department of Conservation and Development's 10% administrative portion of the Measure X Housing Fund.

BACKGROUND:
On June 13, 2023, the Board of Supervisors (Board) approved an award of Measure X Housing Funds to Bay Area Legal Aid (BALA) to provide tenant legal services throughout Contra Costa County. As part of that Board action, the Department of Conservation and Development (DCD), on behalf of the County, was authorized to execute a contract with BALA for that award and for BALA to carry out the tenant legal services throughout the County. The executed contract between the County and BALA had an effective term beginning October 1, 2023, and ending on September 30, 2024.

On November 1, 2024, BALA submitted a request for reimbursement (invoice #2456804) to DCD in an amount of $184,349.16 for services provided during July 1, 2024, through September 30, 2024. DCD staff reviewed the request for reimbursement and submitted it to the County Auditor-Controller's Office to finalize the reimbursement and payment process. The payment (payment #216791) was issued on November 13, 2024, and redeemed on November 19, 2024.

On August 4, 2025, BALA contacted DCD staff to inform them that they never received payment for invoice# 2456804. On August 21, 2025, the Auditor-Controller's Office confirmed the payment had been stolen, altered, and fraudulently redeemed. Per protocol, they contacted Wells Fargo, the County's banking institution, and initiated a fraud claim pending Wells Fargo's investigation, which typically takes 90 days.

On October 29, 2024, DCD was notified by the Auditor-Controller's Office that Wells Fargo was able to recover an amount of $173,739.16 for payment #20241113. Wells Fargo was unable to recover $10,610 of the $184,349.16 total payment amount. DCD and the Auditor-Controller's Office are filing a police report and seeking information from Wells Fargo to recover the full amount.

BALA is entitled to payment for the services provided, pursuant to the contract executed between the County and BALA. DCD is currently able to provide payment for the $173,739.16 that was recovered but needs Board approval and authorization to pay the $10,610 that was not recovered. As such, DCD recommends that the Board authorize the Auditor-Controller to allow a payment to BALA that would include the $10,610 that Wells Fargo was unable to recover. The $10,610 would be paid out of DCD's FY 2024/25 or FY 2025/26 10% administrative portion of the Measure X Housing Fund.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, BALA will not be paid for the full value of services provided. Failure to provide payment would be a violation of the contract executed between the County and BALA.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4782 **Agenda Date:** 11/18/2025 **Agenda #:** C.24.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract with Environmental Science Associates for Development of the Contra Costa Resilient Shoreline Plan

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Environmental Science Associates in an amount not to exceed $607,300 to provide technical services for the development of the Contra Costa Resilient Shoreline Plan, for the period November 18, 2025, through December 31, 2027. (100% State Funds)

FISCAL IMPACT:
The Contra Costa Resilient Shoreline Plan, including Environmental Science Associate's assistance with developing the Plan, is funded through a $1,499,285 grant from the Ocean Protection Council.

BACKGROUND:
On May 14, 2024, the Board of Supervisors adopted Resolution No. 2024-167, authorizing the Director of Conservation and Development, or designee, to apply for and, if awarded, accept a grant from the California Ocean Protection Council's (OPC) Senate Bill 1 Grant Program for the preparation of the Contra Costa Resilient Shoreline Plan (Plan). The contract with the State took effect on May 6, 2025.

Staff conducted a competitive solicitation for a technical consultant to assist with the development of the Contra Costa Resilient Shoreline Plan. Environmental Science Associates (ESA) is the firm selected for this role. Staff is seeking approval and authorization from the Board of Supervisors for the Director of the Department of Conservation and Development to execute this contract.

The main activities that will be funded through this grant include:

- Strategic update of existing vulnerability assessments of the Contra Costa County shoreline into a single vulnerability assessment that aligns with OPC's Phase 1 Sea Level Rise Adaptation Criteria and the Bay Conservation and Development Commission's (BCDC) Regional Shoreline Adaptation Plan (RSAP) Guidance. ESA will be conducting the technical work associated with updating the existing vulnerability assessments.
- A participatory community engagement process focused on a series of workshops in communities along the county's shoreline to establish a community vision for the shoreline and provide input on various

aspects of the draft Plan. ESA will be supporting these workshops that will be led by the County's community engagement consultant.

- Development of the Contra Costa Resilient Shoreline Plan, including development of adaptation strategy alternatives, adaptation pathways, a governance and implementation framework, and the Plan itself. The Plan will align with BCDC's RSAP Guidance. ESA will develop the actual Plan and conduct associated technical work.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to authorize approval of this contract would lead to the County being unable to meet its obligations under the terms of the grant agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4783 **Agenda Date:** 11/18/2025 **Agenda #:** C.25.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract with The Watershed Project for Development of the Contra Costa Resilient Shoreline Plan

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with The Watershed Project in an amount not to exceed $344,500 to provide community engagement services for the development of the Contra Costa Resilient Shoreline Plan, for the period November 18, 2025, through December 31, 2027.

FISCAL IMPACT:
The Contra Costa Resilient Shoreline Plan, including The Watershed Project's assistance with community engagement during the Plan development process, is funded through a $1,499,285 grant from the Ocean Protection Council.

BACKGROUND:
On May 14, 2024, the Board of Supervisors adopted Resolution No. 2024-167, authorizing the Director of Conservation and Development, or designee, to apply for and, if awarded, accept a grant from the California Ocean Protection Council's (OPC) Senate Bill 1 Grant Program for the preparation of the Contra Costa Resilient Shoreline Plan (Plan). The contract with the State took effect on May 6, 2025.

Staff conducted a competitive solicitation for a community engagement consultant to assist with the development of the Contra Costa Resilient Shoreline Plan. The Watershed Project is the organization selected for this role. Staff is seeking approval and authorization from the Board of Supervisors for the Director of the Department of Conservation and Development to execute this contract.

The main activities that will be funded through this grant include:

- Strategic update of existing vulnerability assessments of the Contra Costa County shoreline into a single vulnerability assessment that aligns with OPC's Phase 1 Sea Level Rise Adaptation Criteria and the Bay Conservation and Development Commission's (BCDC) Regional Shoreline Adaptation Plan (RSAP) Guidance. The Watershed Project will assist with public communication on the outcomes of the vulnerability assessment.

- A participatory community engagement process focused on a series of workshops in communities along the county's shoreline to establish a community vision for the shoreline and provide input on various aspects of the draft Plan. The Watershed Project will lead the participatory community engagement process, including developing workshop curriculum and materials; organizing, promoting, and facilitating workshop series; providing services to increase participation at community engagement activities; and processing and distributing up to $119,500 in stipends to workshop participants.
- Development of the Contra Costa Resilient Shoreline Plan, including development of adaptation strategy alternatives, adaptation pathways, a governance and implementation framework, and the Plan itself. The Plan will align with BCDC's RSAP Guidance. The Watershed Project will work with the County's community engagement consultant to ensure community feedback informs Plan development.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to authorize approval of this contract would lead to the County being unable to meet its obligations under the terms of the grant agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-392 **Agenda Date:** 11/18/2025 **Agenda #:** C.26.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Resolution approving the Side Letter between Contra Costa County and the Physicians' and Dentists' Organization of Contra Costa

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT a Resolution approving the Side Letter between Contra Costa County and the Physicians' and Dentists' Organization of Contra Costa (PDOCC) modifying Section 32.4 - Duration of Agreement of the Memorandum of Understanding to extend the contract from October 31, 2025 through November 30, 2025.

FISCAL IMPACT:

This action has no fiscal impact.

BACKGROUND:

This Side Letter extends the current Memorandum of Understanding from October 31, 2025 through November 30, 2025, to allow both parties to work together to negotiate an agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Members will continue working under an expired contract.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF

The Side Letter Agreement between the County of Contra Costa and the Physicians' and Dentists' Organization of Contra Costa, extending the duration of the current Memorandum of Understanding. The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa.

NOW, THEREFORE, BE IT RESOLVED

Effective October 31, 2025, the attached Side Letter of Agreement dated November 07, 2025, between the County of Contra Costa and the Physicians' and Dentists' Organization of Contra Costa, be ADOPTED.

SIDE LETTER AGREEMENT
Duration of Agreement

This Side Letter is by and between the County of Contra Costa ("County") and the Physicians' and Dentists' of Contra Costa ("PDOCC") and is effective upon approval of the Board of Supervisors.

This Side Letter modifies Section 32.4 Duration of Agreement of the Memorandum of Understanding (MOU) (November 1, 2022 – October 31, 2025) between the County and PDOCC by extending the current MOU from October 31, 2025 to November 30, 2025. The parties acknowledge that proper written notice was provided to commence negotiations for a successor MOU as required by Section 32.4.

The effect of this Side Letter is that all other terms and conditions of the MOU are extended accordingly for the new term of the MOU between the County and PDOCC (November 1, 2022 – November 30, 2025). This extension agreement is made without prejudice to PDOCC's bargaining demands that the terms and duration of the new MOU be made effective to November 1, 2025.

Date: 11/7/25

Contra Costa County: *(Signature / Printed Name)*	**PDOCC:** *(Signature / Printed Name)*
David Santos	David Macdonald, MD
/	William Corman William Corman
/	/
/	/
/	/
/	/

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-388 **Agenda Date:** 11/18/2025 **Agenda #:** C.27.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Revised Management Benefits Resolution No. 2025/388 which supersedes Resolutions Nos. 2023/554, 2025/115, and 2025/167.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution No. 2025/388, which supersedes and replaces Resolution Nos. 2023/554, 2025/115, and 2025/167, regarding benefits for the County Administrator, County Elected Department Heads, Management, Exempt, and Unrepresented employees, to reflect specified changes.

FISCAL IMPACT:
The amendment to Section 16 - Vacation Buy Back permits eligible staff to elect payment once per calendar year instead of once every thirteen months. Financial impact will be dependent on usage.

BACKGROUND:

The Management Benefits Resolution is modified in the following ways:

1. Amends Section 16.Vacation Buy Back to allow eligible employees to elect payment once in each calendar year instead of once every thirteen months.

2. Amends Section 40.10. Eligible Classes to remove Residency Director-Exempt (VPD5) and Chief Operations Officer-Exempt (VWD1)) from the list of classes eligible for on call and call back pays.

3. Amends Section 7. Sick Leave of Appendix I- Benefits for Unrepresented Temporary and Per Diem Employees to update the reference to Administrative Bulletin No. 413 40-Hour Sick Leave Benefit, to reflect the statutory increase in paid sick leave by Senate Bill 616 (2023).

4. Amends Section 1.17. Vacation, to remove the paragraph providing 12 hours of monthly vacation accruals for the first 13 years of County service for the Employment and Human Services Director. This change removes obsolete language and does not impact the accrual rate of current incumbent.

5. Removes Section 55. Executive Assistant to the County Administrator Differential, which provided a five percent differential for special projects upon approval of the County Administrator. Section 55 will be noted as reserved for future use.

6. Notes that Section 41. is a reserved section to reflect that Resolution No. 2023/606, the Chief Financial Officer differential, was rescinded on April 15, 2025 by Position Adjustment Resolution 26430.

7. Incorporates the changes made by Resolution No. 2025/115, adopted on April 15, 2025, which amended Section 40.10 of the Management Benefits Resolution to remove the Chief Executive Officer CCCHP-Exempt (VCB3) from the list of classes eligible for on call and call back pays.

8. Incorporates the changes made by Resolution No. 2025/167, adopted on May 20, 2025, which amended Section 42 of the Management Benefits Resolution to provide Additional Duty Pay for the Medical Director - Exempt (VCA2), Associate Medical Director - Exempt (VCS4) and Chief Medical Officer - Exempt (VPS4) for qualifying clinical work performed under specified circumstances.

CONSEQUENCE OF NEGATIVE ACTION:
If the action is not approved, eligible, active unrepresented employees will not have access to equitable benefits.

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

Adopted this Order on _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SUBJECT:	Benefits and Other Compensation for County Elected and Appointed Department Heads, Management, Exempt, and Unrepresented Employees for the Period from November 1, 2025, and Until Further Order	**Resolution No. 2025/388**

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

Effective November 1, 2025, and until further order of the Board, the Board adopts the attached program of compensation and benefits for County Elected and Appointed Department Heads, Management Employees, Exempt Employees, and Unrepresented Employees. Except for Resolution No. 2002/608 (excluding inconsistent provisions concerning the amount of employee contributions for retirement benefits), as amended, this Resolution supersedes all previous resolutions providing compensation and benefits for the employees listed herein, including but not limited to Resolution Nos. 2023/554, 2025/115, and 2025/167.

Unless expressly provided otherwise, this Resolution is subject to the provisions of resolutions providing general and pay equity salary adjustments, to the 1937 County Employees Retirement Act, and to the Public Employees' Pension Reform Act. This Resolution is also subject to the Administrative Bulletins, the County Salary Regulations, and the County Personnel Management Regulations; however, to the extent this Resolution is inconsistent with any of these bulletins or regulations, the terms of this Resolution shall prevail. This Resolution does not authorize compensation and benefits for any employee who is represented by an employee organization with a Memorandum of Understanding.

Management, Exempt, and Unrepresented employees include employees in Classified, Project, and Exempt classifications. Unless otherwise expressly provided, compensation and benefits under this Resolution are authorized only for permanent and project employees who work full-time or part-time, twenty (20) or more hours per week.

The full text of this Resolution is attached. Also attached are the following exhibits and appendices:

I. **BENEFITS FOR MANAGEMENT, EXEMPT AND UNREPRESENTED EMPLOYEES** are provided for those classes listed in **Exhibit A**.

II. **BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES** are provided for those classes listed in Exhibit A, except for the classes listed in **Exhibit B**.

III. **BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS** are provided for those classes listed in **Exhibit C**.

IV. **SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS** are provided as indicated in each section.

V. **DEPARTMENT HEADS AND THEIR CHIEF ASSISTANTS** for purposes of Section 23 are listed in **Exhibit D**.

VI. **CALPERS HEALTH PLAN CLASSES** for purposes of Section 2 are listed in **Exhibit E**.

VII. **BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES** are provided in **Appendix I** and affected classifications are identified in **Exhibits F and G**

Orig Dept.: County Administrator – David Sanford, Chief of Labor Relations (925-655-2070)

cc: Joanne Bohren, Auditor–Controller,
Adam Nguyen, County Finance Director
Ann Elliott, Director of Human Resources
Thomas L. Geiger, County Counsel
Christina Dunn, Chief Executive Officer, CCCERA

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[end]

I. BENEFITS FOR MANAGEMENT, EXEMPT, AND UNREPRESENTED EMPLOYEES

1. Leaves With and Without Pay

1.10 Holidays: The County will observe the following holidays during the term covered by this Resolution:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth (June 19)	Christmas Day
Independence Day	

Such other days as the Board of Supervisors may designate by Resolution as holidays.

Any holiday observed by the County that falls on a Saturday is observed on the preceding Friday and any holiday that falls on a Sunday is observed on the following Monday.

For employees who work in twenty-four (24) hour facilities and who may be assigned to work on a holiday, any holiday that falls on a Saturday will be observed on a Saturday, and any holiday that falls on a Sunday will be observed on a Sunday.

1.11 Definitions:

Regular Work Schedule: The regular work schedule is eight (8) hours per day, Monday through Friday, inclusive, for a total of forty (40) hours per week.

Flexible Work Schedule: A flexible work schedule is any schedule that is not a regular, alternate, 9/80, or 4/10 work schedule and where the employee is not scheduled to work more than 40 hours in a "workweek" as defined below.

Alternate Work Schedule: An alternate work schedule is any work schedule where the employee is regularly scheduled to work five (5) days per week, but the employee's regularly scheduled days off are NOT Saturday and Sunday.

4/10 Work Schedule: A 4/10 work schedule is four (4) ten hour days in a seven (7) day period, for a total of forty (40) hours per week.

9/80 Work Schedule: A 9/80 work schedule is where an employee works a recurring schedule of thirty six (36) hours in one calendar week and forty four (44) hours in the next calendar week, but only forty (40) hours in the

designated workweek. In the thirty six hour (36) calendar week, the employee works four (4) nine (9) hour days and has the same day of the week off that is worked for eight (8) hours in the forty four (44) hour calendar week. In the forty four (44) hour calendar week, the employee works four (4) nine (9) hour days and one eight (8) hour day. Requirements for the evaluation, authorization, and implementation of 9/80 work schedules are set forth in Administrative Bulletin 435.

Workweek for Employees on Regular, Flexible, Alternate, and 4/10 Schedules: For employees on regular, flexible, alternate, and 4/10 schedules, the workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday. For employees who work in a twenty-four (24) hour facility in the Contra Costa Regional Medical Center and who are not on a 9/80 work schedule, the workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on Saturday.

Workweek for Employees on a 9/80 Schedule: The 9/80 workweek begins on the same day of the week as the employee's eight (8) hour work day and regularly scheduled 9/80 day off. The start time of the workweek is four (4) hours and one (1) minute after the start time of the eight (8) hour work day. The end time of the workweek is four (4) hours after the start time of the eight (8) hour work day. The result is a workweek that is a fixed and regularly recurring period of seven (7) consecutive twenty four (24) hour periods (168 hours).

1.12 Holidays Observed: Employees are entitled to observe a holiday (day off work), without a reduction in pay, whenever a holiday is observed by the County.

1.13 Holidays - Flexible, Alternate, 9/80, and 4/10 Work Schedules: When a holiday falls on the regularly scheduled day off of any employee who is on a flexible, alternate, 9/80, or 4/10 work schedule, the employee is entitled to take the day off, without a reduction in pay, in recognition of the holiday. These employees are entitled to request another day off in recognition of their regularly scheduled day off. The requested day off must be within the same month and workweek as the holiday and it must be pre-approved by the employee's supervisor. If the day off is not approved by the supervisor, it is lost. If the approved day off is a nine (9) hour workday, the employee must use one (1) hour of non-sick-leave accruals. If the approved day off is a ten (10) hour workday, the employee must use two (2) hours of non-sick-leave accruals. If the employee does not have any non-sick-leave accrual balances, leave without pay (AWOP) will be authorized.

1.14 Holiday Observed - Part-Time Employees: When a holiday is observed by the County, each part-time employee is entitled to observe the holiday in the same ratio as his/her number of position hours bears to forty (40) hours,

multiplied by 8 hours, without a reduction in pay. For example, a part-time employee whose position hours are 24 per week is entitled to 4.8 hours off work on a holiday (24/40 multiplied by 8=4.8). Hereafter, the number of hours produced by this calculation will be referred to as the "part-time employee's holiday hours."

When the number of hours in a part-time employee's scheduled work day that falls on a holiday ("scheduled work hours") is less than the employee's part-time employee's holiday hours, the employee also is entitled to receive flexible pay at the rate of one (1.0) times his/her base rate of pay (not including differentials) for the difference between the employee's scheduled work hours and the employee's part-time employee's holiday hours.

When the number of hours in a part-time employee's scheduled work day that falls on a holiday (scheduled work hours) is more than the employee's part-time employee's holiday hours, the employee must use non-sick leave accruals for the difference between the employee's scheduled work hours and the employee's part-time employee's holiday hours. If the employee does not have any non-sick leave accrual balances, leave without pay (AWOP) will be authorized.

1.15 No County Overtime Pay, Holiday Pay, or Comp Time: Unrepresented, management, and exempt employees are not entitled to receive County overtime pay, holiday pay, overtime compensatory time, or holiday compensatory time. Employees who are unable or not permitted to observe a holiday (take the day off), are authorized to receive overtime pay ONLY IF the employee is on the Overtime Exempt Exclusion List (see Section 11). The prohibition against County overtime pay in this section does not preclude payment of FLSA overtime to eligible employees as required by law.

1.16 Personal Holiday Credit: Employees are entitled to accrue two (2) hours of personal holiday credit each month. This time is prorated for part time employees. No employee may accrue more than forty (40) hours of personal holiday credit. On separation from County service, employees are paid for any unused personal holiday credit hours at the employee's then current rate of pay, up to a maximum of forty (40) hours.

1.17 Vacation: Employees are entitled to accrue paid vacation credit not to exceed the maximum cumulative hours as follows:

Length of Service	Monthly Accrual Hours	Maximum Cumulative Hours
Under 11 years	10	240
11 years	10-2/3	256

12 years	11-1/3	272
13 years	12	288
14 years	12-2/3	304
15 through 19 years	13-1/3	320
20 through 24 years	16-2/3	400
25 through 29 years	20	480
30 years and up	23-1/3	560

Each employee is eligible to accrue increased vacation hours on the first day of the month following the employee's Service Award Date.

An employee's Service Award Date is the first day of his/her temporary, provisional, or permanent appointment to a position in the County. If an employee is first appointed to a temporary or provisional position and then later appointed to a permanent position, the Service Award Date for that employee is the date of the first day of the temporary or provisional appointment.

1.18 Sick Leave: Employees are entitled to accrue paid sick leave credit in accordance with the provisions of the County Salary Regulations and Administrative Bulletin No. 411.8 (Sick Leave Policy) as periodically amended.

1.19 Part-Time Employees: Part-time employees are entitled to accrue paid vacation and sick leave credit on a pro-rata basis.

1.20 Family Care Leave: The provisions of Section 1006.3 of the Personnel Management Regulations and Resolution No. 94/416, as amended, relating to Leaves of Absence and Family Care Medical Leave apply to all employees covered by this Resolution, except that such employees are not entitled to Family Care or Medical Leave on a calendar year basis. Instead, such employees are entitled to at least eighteen (18) weeks of leave in a "rolling" twelve (12) month period, which period is to be measured backward from the date the employee uses FMLA leave. Upon the birth or adoption of a child, an employee eligible for baby-bonding leave pursuant to the California Family Rights Act may use sick leave credits for such baby-bonding leave.

1.21 Leave Without Pay - Use of Accruals: The provisions of Section 1006.6 of the Personnel Management Regulations, as amended, relating to the use of accruals while on leave without pay, apply to all employees covered by this Resolution.

1.22 Accrual Usage Reporting: Employees must report the use of accruals in one minute increments.

2. Health, Dental, and Related Benefits

2.10 Application:

a. Employees in classifications who receive health care coverage from County Plans: The following Sections apply to employees in classifications covered by this Resolution who receive health care coverage from County Plans and do not receive health plan coverage through CalPERS: Section 2.11 “Health Plan Coverages,” Section 2.12, “Monthly Premium Subsidy,” Section 2.12.1 “Medical Plan Cost-Sharing on and after January 1, 2016,” Section 2.13 “Retirement Coverage,” Section 2.14 “Layoff and Other Loss of Coverage,” Section 2.15 “Health Plan Coverages and Provisions,” and Section 2.16 “Family Member Eligibility Criteria.”

b. Employees in classifications who receive health care coverage from CalPERS: The following Sections apply to employees in the classifications listed in Exhibit E: Section 2.17 “CalPERS Controls,” Section 2.18 “Contra Costa Health Plan (CCHP),” Section 2.19 “CalPERS Health Plan Monthly Premium Subsidy,” Section 2.20 “CalPERS Retirement Coverage,” Section 2.21 “CalPERS Premium Payments,” and Section 2.22 “Dental Plan - CalPERS Participants.”

c. General provisions: The following Sections apply to employees in all the classifications covered by this Resolution: Section 2.23 “ Dual Coverage,” Section 2.24 “Life Insurance Benefit Under Health and Dental Plans,” Section 2.25 “Supplemental Life Insurance,” Section 2.26 “Catastrophic Leave Bank,” Section 2.27 “Health Care Spending Account,” Sections 2.28 “PERS Long-Term Care,” Section 2.29 “Dependent Care Assistance Program,” Section 2.30 “Premium Conversion Plan,” Section 2.31 “Voluntary Vision Plan,” Section 2.32 “Prevailing Section,” and Section 2.33 “Health Benefit Access for Employees Not Otherwise Covered.”

2.A. Employees In Classifications Who Receive Medical & Dental Coverage From County Plans

2.11 Health Plan Coverages:

a. The County will provide the medical and dental coverage for Management, Exempt, and Unrepresented employees and for their eligible family members, expressed in one of the Medical Plan contracts and one of the Dental Plan contracts between the County and the following providers:

1. Contra Costa Health Plans (CCHP)
2. Kaiser Permanente Health Plan
3. Health Net
4. Delta Dental

Medical Plans:

The employees will have access to the following medical plans:

1. CCHP Plan A & Plan B
2. Kaiser Permanente Plan A & Plan B
3. Health Net HMO Plan A & Plan B
4. Health Net PPO Plan A
5. Kaiser High Deductible Health Plan

b. In the event that one of the medical plans listed above meets the criteria for a high cost employer-sponsored health plan that may be subject to an excise penalty (a.k.a. Cadillac Tax) under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081), such plan(s) will be eliminated for all employees. In the event that the Joint Labor Management Benefits Committee (JLMBC) and the County agree to replace any of the providers or plans listed above with an alternate provider or plan, the replacement plan will be available for the employees on the same date that the replacement plan is available for members of the JLMBC.

2.12 Monthly Premium Subsidy:

a. The monthly premium subsidy in effect on January 1, 2015, for each medical and/or dental plan, is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the following monthly premium subsidy:

Health & Dental Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$509.92	$1,214.90	$1,214.90
Contra Costa Health Plans (CCHP), Plan B	$528.50	$1,255.79	$1,255.79
Kaiser Permanente Health Plans	$478.91	$1,115.84	$1,115.84
Health Net HMO Plans	$627.79	$1,540.02	$1,540.02
Health Net PPO Plans	$604.60	$1,436.25	$1,436.25
Kaiser High Deductible Health Plan	$478.91	$1,115.84	$1,115.84
Delta Dental PPO with CCHP A or B	$41.17	$93.00	$93.00
Delta Dental PPO with Kaiser or Health Net	$34.02	$76.77	$76.77
Delta Dental PPO without a Health Plan	$43.35	$97.81	$97.81
DeltaCare HMO with CCHP A or B	$25.41	$54.91	$54.91
DeltaCare HMO with Kaiser or Health Net	$21.31	$46.05	$46.05
DeltaCare HMO without a Health Plan	$27.31	$59.03	$59.03

b. If the County contracts with a medical or dental plan that is not listed above, the County will determine the monthly dollar premium subsidy that it will pay to that health plan for employees and their eligible family members.

c. In the event that the County premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any medical or dental plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.12.1 Medical Plan Cost Sharing for Active Employees on and after January 1, 2019

a. Medical Plan Cost-Sharing for Active Employees for the 2019 Plan Year. For active employees for the plan year that begins on January 1, 2019, the County will pay the monthly premium subsidy for medical plans, stated below:

Medical Plans	Employee	Employee +1 Dependent	Employee +2 or More Dependents
Contra Costa Health Plans (CCHP), Plan A	$641.65	$1,271.99	$1,980.17
Contra Costa Health Plans (CCHP), Plan B	$672.58	$1,314.95	$2,106.48
Kaiser Permanente Health Plan A	$600.00	$1,200.00	$1,825.00
Kaiser Permanente Health Plan B	$600.00	$1,200.00	$1,825.00
Health Net HMO Plan A	$986.18	$1,765.02	$3,230.62
Health Net HMO Plan B	$882.34	$1,720.86	$2,721.74
Health Net PPO Plan A	$1,226.79	$2,109.72	$4,251.97
Kaiser High Deductible Health Plan	$559.68	$1,119.36	$1,679.04

b. Medical Plan Cost-Sharing for Active Employees on and after January 1, 2020.

1. For active employees for the plan year that begins on January 1, 2020, the County will move to a percentage-based cost sharing approach for medical care premium subsidies. The County will pay seventy-five percent (75%) of the total medical plan premium for the Employee and Employee + 1 Dependent tiers of the second lowest priced non-deductible HMO plan. The County will pay seventy-six and one half percent (76.5%) of the total medical plan premium for the Employee + 2 or more Dependents tier of the second lowest price non-deductible HMO plan. These annual calculated dollar amounts will be applied to all plans and tiers as described.

2. For active employees for the plan year that begins on January 1, 2021, the County will pay seventy-eight and one half percent (78.5%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

3. For active employees for the plan year that begins on January 1, 2022, and each year thereafter, the County will pay eighty percent (80%) of the total medical plan premium for each tier of the second lowest priced non-deductible HMO plan. This annual calculated amount will be applied to all plans and tiers, except Kaiser Permanente Health Plan B.

4. For active employees for the plan year that begins on January 1, 2021, and each year thereafter, for the Kaiser Permanente Health Plan B, employees will pay at least the following share of the total medical plan premium:

Kaiser Permanente Health Plan B	Employee Monthly Premium Cost
Employee	$20.00
Employee +1 Dependent	$40.00
Employee + 2 or More Dependents	$60.00

5. In the event of a reduction in the premium for the second lowest priced non-deductible HMO plan, the County will pay the premium subsidy for medical plans that the County paid in the previous plan year.

2.13 Retirement Coverage:

a. Upon Retirement:

1. Upon retirement and for the term of this resolution, eligible employees and their eligible family members may remain in their County

health/dental plan, but without County-paid life insurance coverage, if immediately before their proposed retirement the employees and dependents are either active subscribers to one of the County contracted health/dental plans or if while on authorized leave of absence without pay, they have retained continuous coverage during the leave period. The County will pay the health/dental plan monthly premium subsidies set forth in Section 2.12, subsection (a) for eligible retirees and their eligible family members.

2. Any person who becomes age 65 on or after January 1, 2009 and who is eligible for Medicare must immediately enroll in Medicare Parts A and B.

3. For employees hired on or after January 1, 2009 and their eligible family members, no monthly premium subsidy will be paid by the County for any health or dental plan after they separate from County employment. However, any such eligible employee who retires under the Contra Costa County Employees' Retirement Association ("CCCERA") may retain continuous coverage of a county health and/or dental plan provided that (I) he or she begins to receive a monthly retirement allowance from CCCERA within 120 days of separation from County employment and (ii) he or she pays the full premium cost under the health and/or dental plan without any County premium subsidy. This provision does not apply to any member of the Board of Supervisors who was a County employee when elected to the Board of Supervisors with a County employee hire date that is earlier than January 1, 2009.

4. If an employee was eligible for a retiree health/dental plan monthly premium subsidy from the County immediately prior to entering into an unrepresented classification (no break in service), the employee will be deemed covered by section 2.13 subsection (a) (1), above.

b. Employees Who File For Deferred Retirement: Employees, who resign and file for a deferred retirement and their eligible family members, may continue in their County group health and/or dental plan under the following conditions and limitations.

1. Health and dental coverage during the deferred retirement period is totally at the expense of the employee, without any County contributions.

2. Life insurance coverage is not included.

3. To continue health and dental coverage, the employee must:

i. be qualified for a deferred retirement under the 1937 Retirement Act provisions;

ii. be an active member of a County group health and/or dental plan at the time of filing their deferred retirement application and elect to continue plan benefits;

iii. be eligible for a monthly allowance from the Retirement System and direct receipt of a monthly allowance within twenty-four (24) months of application for deferred retirement; and

iv. file an election to defer retirement and to continue health benefits hereunder with the County Benefits Division within thirty (30) days before separation from County service.

4. Deferred retirees who elect continued health benefits hereunder and their eligible family members may maintain continuous membership in their County health and/or dental plan group during the period of deferred retirement by paying the full premium for health and dental coverage on or before the 10th of each month, to the Contra Costa County Human Resources Department-Employee Benefits Division. When the deferred retirees begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement.

5. Deferred retirees may elect retiree health benefits hereunder without electing to maintain participation in their County health and/or dental plan during their deferred retirement period. When they begin to receive retirement benefits, they will qualify for the same health and/or dental coverage pursuant to subsection (a) above, as similarly situated retirees who did not defer retirement, provided reinstatement to a County group health and/or dental plan will only occur following a three (3) full calendar month waiting period after the month in which their retirement allowance commences.

6. Employees who elect deferred retirement will not be eligible in any event for County health and/or dental plan subvention unless the member draws a monthly retirement allowance within twenty-four (24) months after separation from County service.

7. Deferred retirees and their eligible family members are required to meet the same eligibility provisions for retiree health/dental coverage as similarly situated retirees who did not defer retirement.

8. This subsection (b) “Employees Who File for Deferred Retirement”

does not apply to any employee in any classification listed in Exhibit E.

c. Employees Hired After December 31, 2006 - Eligibility for Retiree Health Coverage: Employees hired after December 31, 2006 are eligible for retiree health/dental coverage pursuant to subsections (a) and (b), above, upon completion of fifteen (15) years of service as an employee of Contra Costa County. For purposes of retiree health eligibility, one year of service is defined as one thousand (1,000) hours worked within one anniversary year. The existing method of crediting service while an employee is on an approved leave of absence will continue for the duration of this Resolution.

d. Subject to the provisions of Section 2.13, subsections (a), (b), and (c), and upon retirement and for the term of this resolution, the following employees (and their eligible family members) are eligible to receive a monthly premium subsidy for health and dental plans or are eligible to retain continuous coverage of such plans: County Elected and Appointed Department Heads, Management Employees, Exempt Employees, Unrepresented Employees, and each employee who retired from a position or classification that was unrepresented at the time of his or her retirement.

e. For purposes of this Section 2.13 only, "eligible family members" does not include Survivors of employees or retirees.

2.14 Layoff and Other Loss of Coverage:

a. If a married couple works for the County and one (1) spouse is laid off, the remaining employee, if eligible, will be allowed to enroll or transfer into the health and/or dental coverage combination of his/her choice.

b. An eligible employee who loses medical or dental coverage through a spouse or partner not employed by the County will be allowed to enroll or transfer into the County health and/or dental plan of his/her choice within thirty (30) days of the date coverage is no longer afforded under the spouse's plan.

2.15 Health Plan Coverages and Provisions: The following provisions are applicable to County Health and Dental Plan participation:

a. Health, Dental and Life Participation by Other Employees: Except as provided in Section 2.33 "Health Benefit Access for Employees Not Otherwise Covered," Section 2, "Health, Dental, and Related Benefits" does not apply to employees who work less than twenty (20) hours per week.

b. Employee Contribution Deficiencies: The County's contributions to the Health Plan and/or Dental Plan premiums are payable for any month in which the employee is paid. If an employee's compensation in any month is not sufficient to pay the employee share of the premium, the employee must make up the difference by remitting the unpaid amount to the Human Resources Benefits Division. The responsibility for this payment rests solely with the employee.

c. Leave of Absence: The County will continue to pay the County shares of health and/or dental plan premiums for enrolled employees who are on an approved paid or unpaid leave of absence for a period of thirty (30) days or more provided the employee's share of the premiums is paid by the employee.

d. Coverage Upon Separation: An employee who separates from County employment is covered by his/her County health and/or dental plan through the last day of the month in which he/she separates. Employees who separate from County employment may continue group health and/or dental plan coverage to the extent provided by the COBRA laws and regulations.

e. Health Savings Account:

1. Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees who are enrolled in the Kaiser High Deductible Health Plan may elect to enroll in a Health Savings Account (HSA). Employees may contribute up to the maximum annual contribution rate for HSAs as set forth in the United States Internal Revenue Code. Funds contributed to the HSA are invested as directed by the employee. The County does not provide any recommendations or advice on investment or use of HSA funds. Employees are responsible for paying any HSA account management fees charged by the HSA administrator. The County does not manage or administer the HSA. The HSA is not available to temporary or permanent-intermittent employees.

2. For the 2019 Plan Year, the County will make a one-time contribution of five hundred dollars ($500) into the HSA for active employees employed as of January 1, 2019, who are enrolled in the Kaiser Permanente High Deductible Health Plan for the 2019 plan year and who have an HSA. The contribution will be made with the February 10, 2019 pay.

3. For the 2020 through 2022 Plan Years, the County will contribute six hundred and twenty-five dollars ($625) annually into the HSA for active employees employed as of January 1 who are enrolled in the Kaiser

Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

4. For the 2023 Plan Year and each year thereafter, the County will contribute seven hundred and fifty dollars ($750) annually into the HSA for active employees who are enrolled in the Kaiser Permanente High Deductible Health Plan and have an HSA. The contribution will be made with the February 10 pay for the plan year.

2.16 Family Member Eligibility Criteria: The following persons may be enrolled as the eligible Family Members of a medical and/or dental plan Subscriber:

a. Health Insurance

1. Eligible Dependents:
   i. Employee's legal spouse
   ii. Employee's qualified domestic partner
   iii. Employee's child to age 26
   iv. Employee's disabled child who is over age 26, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

b. Dental Insurance

1. Eligible Dependents – All dental plans:
   i. Employee's legal spouse
   ii. Employee's qualified domestic partner
   iii. Employee's disabled child who is over age 19, unmarried, and incapable of sustaining employment due to a physical or mental disability that existed prior to the child's attainment of age 19.

2. Delta Dental PPO Only – Employee's unmarried child who is:
   i. Under age 19; or
   ii. Age 19, or above, but under age 24; and
      A. Resides with the Employee for more than 50% of the year excluding time living at school; and,
      B. Receives at least 50% of support from Employee; and
      C. Is enrolled and attends school on a full-time basis, as defined by the School.

3. Delta Care HMO Only – Employee's Child to age 26.

4. "Employee's child" includes natural child, step-child, adopted child, child of a qualified domestic partner, and a child specified in a Qualified Medical Child Support Order (QMCSO) or similar court order.

2.B. Employees In Classifications Who Receive Health Care Coverage From CalPERS

2.17 CalPERS Controls: The CalPERS health care program, as regulated by the Public Employees' Medical and Hospital Care Act (PEMHCA), regulations issued pursuant to PEMHCA, and the administration of PEMHCA by CalPERS, controls on all medical plan issues for employees who receive medical care coverage from CalPERS, including, but not limited to, eligibility, benefit plans, benefit levels, minimum premium subsidies, and costs.

2.18 Contra Costa Health Plan (CCHP): Because CCHP has met the minimum standards required under PEMHCA and is approved as an alternative CalPERS plan option, employees and COBRA counterparts may elect to enroll in CCHP under the CalPERS plan rules and regulations.

2.19 CalPERS Medical Plan Monthly Premium Subsidy: The County's subsidy to the CalPERS monthly medical plan premiums is as provided below. The employee must pay any CalPERS medical plan premium costs that are greater than the County's subsidies identified below.

a. County Medical Plan Premium Subsidy:

1. Beginning on January 1, 2010, and until December 31, 2016, the amount of the County premium subsidy that is paid for employees and eligible family members is a set dollar amount and is not a percentage of the premium charged by the plan. The County will pay the CalPERS statutory minimum employer monthly medical plan premium subsidy or the following monthly medical plan premium subsidy, whichever is greater:

Employee/Retiree/Survivor Only
$472.57
Employee/Retiree/Survivor & One Dependent
$945.13
Employee/Retiree/Survivor & Two or more Dependents
$1228.67

2. Beginning on January 1, 2017, the County premium subsidies that are paid for employees and eligible family members will be the same subsidies that the County pays by plan and tier for members of the

Deputy Sheriffs Association Management Unit in accordance with the Memorandum of Understanding between the County and the Association.

b. In the event that the County medical plan premium subsidy amounts are greater than one hundred percent (100%) of the applicable premium of any plan, for any plan year, the County's contribution will not exceed one hundred percent (100%) of the applicable plan premium.

2.20 CalPERS Retirement Coverage: Government Code section 22892 applies to all employees in those classifications listed in Exhibit E.

2.21 CalPERS Premium Payments: Employee participation in any CalPERS medical plan is contingent upon the employee authorizing payroll deduction by the County of the employee's share of the premium cost. If an employee's compensation in any month (including during a leave of absence) is not sufficient to pay the employee's share of the premium, the employee must pay the difference to the Human Resources Benefits Division. The responsibility for this payment rests solely with the employee.

2.22 Dental Plan - CalPERS Participants:

a. Employees in the classifications listed in Exhibit E may participate in any available County Group Dental Plan. The County may change dental plan providers at any time during the term of this resolution.

b. Dental Plan Monthly Premium Subsidy: On and after January 1, 2010, the provisions of Section 2.12 "Monthly Premium Subsidy," relating to the County subsidies for dental coverage, apply to all classifications listed in Exhibit E.

c. As to dental coverage only, the following Sections apply to all classifications listed in Exhibit E: Section 2.13 "Retirement Coverage," Section 2.14 "Layoff and Other Loss of Coverage," Section 2.15 "Health Plan Coverages and Provisions," and Section 2.16 "Family Member Eligibility Criteria."

2.C. All Employees

2.23 Dual Coverage:

a. Each employee and retiree may be covered by only a single County health (or dental) plan, including a CalPERS plan. For example, a County employee may be covered under a single County health and/or dental plan as either the primary insured or the dependent of another County employee or retiree, but not as both the primary insured and the

dependent of another County employee or retiree.

b. All dependents, as defined in Section 2.16, Family Member Eligibility Criteria, may be covered by the health and/or dental plan of only one spouse or one domestic partner. For example, when both parents are County employees, all of their eligible children may be covered as dependents of either parent, but not both.

c. For purposes of this Section 2.23 only, "County" includes the County of Contra Costa and all special districts governed by the Board of Supervisors, including but not limited to, the Contra Costa County Fire Protection District.

2.24 Life Insurance Benefit Under Health and Dental Plans: For employees who are enrolled in the County's program of medical or dental coverage as either the primary or the dependent, term life insurance in the amount of ten thousand dollars ($10,000) will be provided by the County.

2.25 Supplemental Life Insurance: In addition to the life insurance benefits provided by this resolution, employees may subscribe voluntarily and at their own expense for supplemental life insurance. Employees may subscribe for an amount not to exceed five hundred thousand dollars ($500,000), of which one hundred thousand ($100,000) is a guaranteed issue, provided the election is made within the required enrollment periods.

2.26 Catastrophic Leave Bank: All employees are included in the Catastrophic Leave Bank and may designate a portion of accrued vacation, compensatory time, holiday compensatory time, or personal holiday credit to be deducted from the donor's existing balances and credited to the bank or to a specific eligible employee.

a. The County Human Resources Department operates a Catastrophic Leave Bank which is designed to assist any County employee who has exhausted all paid accruals due to a serious or catastrophic illness, injury, or condition of the employee or family member. The program establishes and maintains a Countywide bank wherein any employee who wishes to contribute may authorize that a portion of his/her accrued vacation, compensatory time, holiday compensatory time or personal holiday credit be deducted from those account(s) and credited to the Catastrophic Leave Bank. Employees may donate hours either to a specific eligible employee or to the bank. Upon approval, credits from the Catastrophic Leave Bank may be transferred to a requesting employee's sick leave account so that employee may remain in paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition. Catastrophic illness or injury is defined as a critical medical condition, a long-term major physical impairment or disability that

manifests itself during employment.

b. The plan is administered under the direction of the Director of Human Resources. The Human Resources Department is responsible for receiving and recording all donations of accruals and for initiating transfer of credits from the Bank to the recipient's sick leave account. Disbursement of accruals is subject to the approval of a six (6) member committee composed of three (3) members appointed by the County Administrator and three (3) members appointed by the majority representative employee organizations. The committee will meet once a month, if necessary, to consider all requests for credits and will make determinations as to the appropriateness of the request. The committee will determine the amount of accruals to be awarded for employees whose donations are non-specific. Consideration of all requests by the committee will be on an anonymous requester basis.

c. Hours transferred from the Catastrophic Leave Bank to a recipient will be in the form of sick leave accruals and will be treated as regular sick leave accruals.

d. To receive credits under this plan, an employee must have permanent status, have exhausted all time off accruals to a level below eight (8) hours total, have applied for a medical leave of absence, and have medical verification of need.

e. Donations are irrevocable unless the donation to the eligible employee is denied. Donations may be made in hourly blocks with a minimum donation of not less than four (4) hours from balances in the vacation, holiday, personal holiday, compensatory time or holiday compensatory time accounts. Employees who elect to donate to a specific individual will have seventy-five percent (75%) of their donation credited to the individual and twenty-five percent (25%) credited to the Catastrophic Leave Bank.

f. Time donated will be converted to a dollar value and the dollar value will be converted back to sick leave accruals at the recipient's base hourly rate when disbursed. Credits will not be on a straight hour-for-hour basis. All computations will be on a standard 173.33 basis, except that employees on other than a forty (40) hour week will have hours prorated according to their status.

g. Each recipient is limited to a total of one thousand forty (1040) hours or its equivalent per catastrophic event; each donor is limited to one hundred twenty (120) hours per calendar year.

h. All appeals from either a donor or recipient will be resolved on a final basis by the Director of Human Resources.

i. No employee has any entitlement to catastrophic leave benefits. The award of Catastrophic Leave is at the sole discretion of the committee, both as to amounts of benefits awarded and as to persons awarded benefits. Benefits may be denied, or awarded for less than six (6) months. The committee may limit benefits in accordance with available contributions and choose from among eligible applicants on an anonymous basis those who will receive benefits, except for hours donated to a specific employee. In the event a donation is made to a specific employee and the committee determines the employee does not meet the Catastrophic Leave Bank criteria, the donating employee may authorize the hours to be donated to the bank or returned to the donor's account.

j. Any unused hours transferred to a recipient will be returned to the Catastrophic Leave Bank.

2.27 Health Care Spending Account: After six (6) months of permanent employment, full time and part time (20/40 or greater) employees may elect to participate in a Health Care Spending Account (HCSA) Program designated to qualify for tax savings under Section 125 of the Internal Revenue Code, but such savings are not guaranteed. The HCSA Program allows employees to set aside a predetermined amount of money from their pay, before taxes, for health care expenses not reimbursed by any other health benefit plans. HCSA dollars may be expended on any eligible medical expenses allowed by Internal Revenue Code Section 125. Any unused balance is forfeited and cannot be recovered by the employee.

2.28 PERS Long-Term Care: The County will deduct and remit monthly premiums to the PERS Long-Term Care Administrator for employees who are eligible and voluntarily elect to purchase long-term care at their personal expense through the PERS Long-Term Care Program.

2.29 Dependent Care Assistance Program: The County will continue to offer the option of enrolling in a Dependent Care Assistance Program (DCAP) designed to qualify for tax savings under Section 129 of the Internal Revenue Code, but such savings are not guaranteed. The program allows employees to set aside up to five thousand dollars ($5,000) of annual salary (before taxes) per calendar year to pay for eligible dependent care (child and elder care) expenses. Any unused balance is forfeited and cannot be recovered by the employee.

2.30 Premium Conversion Plan: The County will continue to offer the Premium Conversion Plan (PCP) designed to qualify for tax savings under Section 125 of the Internal Revenue Code, but tax savings are not guaranteed. The program allows employees to use pre-tax dollars to pay health and dental

premiums.

2.31 Voluntary Vision Plan: Beginning no earlier than the 2017 plan year, active permanent full-time and active permanent part-time employees will be offered the opportunity to enroll in a voluntary vision plan. Employees will pay the full premium costs of the plan. The County will contract with a provider for a voluntary vision plan with no co-pays. The vision plan is not available to temporary or permanent-intermittent employees.

2.32 Prevailing Section: To the extent that any provision of this Section (Section 2. Health, Dental, and Related Benefits) is inconsistent with any provision of any other County enactment or policy, including but not limited to Administrative Bulletins, the Salary Regulations, the Personnel Management Regulations, or any other resolution or order of the Board of Supervisors, the provision(s) of this Section (Section 2. Health, Dental, and Related Benefits) will prevail.

2.33 Health Benefit Access for Employees Not Otherwise Covered: To access County health plans, an employee who is not otherwise eligible for health coverage by the County, must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act ("ACA") (42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents), will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

3. Personal Protective Equipment: The County will reimburse employees for safety shoes and prescription safety eyeglasses in those Management, Exempt and Unrepresented classifications which the County Administrator has determined eligible for such reimbursement.

3.10 Safety Shoes: The County will reimburse eligible employees for the purchase and repair of safety shoes in an amount not to exceed two hundred seventy-five dollars ($275) for each two (2) year period beginning on January 1, 2002. There is no limit on the number of shoes or repairs allowed.

3.11 Safety Eyeglasses: The County will reimburse eligible Management, Exempt and Unrepresented employees for prescription safety eyeglasses which are approved by the County and are obtained from an establishment approved by the County.

4. Transportation Expense:

4.10 Mileage Reimbursement: The County will pay a mileage allowance for the use of personal vehicles on County business at the rate allowed by the Internal Revenue Service (IRS) as a tax deductible expense, adjusted to reflect changes in this rate on the date it becomes effective or the first of the

month following announcement of the changed rate by the IRS, whichever is later.

4.11 Commuter Benefit Program: Prior to July 1, 2017, the County will offer employees the option of enrolling in an employee-funded qualified transportation (commuter) benefit program designed to qualify for tax savings under Section 132(f) of title 26 of the Internal Revenue Service Code, but such savings are not guaranteed. The Commuter Benefit Program will allow employees to set aside pre-tax dollars for qualified transportation expenses to the extent and amount allowed by the Internal Revenue Service.

5. Retirement Contributions:

5.10 No County Subvention: Effective on October 1, 2011, employees are responsible for the payment of one hundred percent (100%) of the employees' basic retirement benefit contributions determined annually by the Board of Retirement of the Contra Costa County Employees' Retirement Association without the County paying any part of the employees' contribution. Employees are also responsible for the payment of the employees' contributions to the retirement cost-of-living program as determined annually by the Board of Retirement without the County paying any part of the employees' contributions. Except as provided in Section 36 (District Attorney Investigator - Safety Employees Retirement Tier) Section 44 (Probation - Safety Employees Retirement Tiers) and Section 53 (Safety Employees Retirement Tiers- Miscellaneous Safety Classifications), the County is responsible for one hundred percent (100%) of the employer's retirement contributions determined annually by the Board of Retirement.

5.11 414H2 Participation: The County will continue to implement Section 414(h)(2) of the Internal Revenue Code which allows the County Auditor–Controller to reduce the gross monthly pay of employees by an amount equal to the employee's total contribution to the County Retirement System before Federal and State income taxes are withheld, and forward that amount to the Retirement system. This program of deferred retirement contribution will be universal and non-voluntary as required by statute.

6. PEPRA Retirement Plan:

A. PEPRA for Employees who become CCCERA Members on or after January 1, 2013: For employees who, under the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012), become New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by PEPRA. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

B. COLA: For employees hired by the County on and after January 1, 2014, who, under PEPRA, become New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year, and the cost of living adjustment will be banked.

C. Disability Standard: For employees, who under PEPRA, become New Members of CCCERA, the disability provisions are the same as the current Tier III disability provisions.

D. This section 6 does not apply to employees who are safety members of the Contra Costa County Employees Retirement Association.

7. Training:

7.10 Career Development Training Reimbursement: All full-time employees (excluding attorney classes) are eligible for career development training reimbursement not to exceed seven hundred fifty dollars ($750) per fiscal year. The reimbursement of training expenses includes books and is governed by any Administrative Bulletins on Travel or Training.

7.11 Management Development Policy: Employees are authorized to attend professional training programs, seminars, and workshops, during normal work hours at the discretion of their Department Head, for the purpose of developing knowledge, skills, and abilities in the areas of supervision, management, and County policies and procedures. Up to thirty (30) hours of such training time is recommended annually.

a. Departments are encouraged to provide for professional development training exceeding thirty (30) hours annually for people newly promoted to positions of direct supervision.

b. To encourage personal and professional growth, the County provides reimbursement for certain expenses incurred by employees for job-related training (required training and career development training/education). Provision for eligibility and reimbursement is identified in Administrative Bulletin 112.9.

c. The Department Head is responsible for authorization of individual professional development reimbursement requests. Reimbursement is through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

8. Bilingual Pay Differential: A monthly salary differential will be paid to incumbents of positions requiring bilingual proficiency as designated by the Appointing Authority and the Director of Human Resources. The differential will be prorated for employees working less than full time and/or on an unpaid leave of absence during

any given month. The differential is two hundred dollars ($200.00) per month. Designation of positions for which bilingual proficiency is required is the sole prerogative of the County, and such designations may be amended or deleted at any time.

9. **Higher Pay for Work in a Higher Classification:** The County Salary Regulations notwithstanding, when an employee is required to work in a higher paid classification, the employee will receive the higher compensation for such work, pursuant to the County Salary Regulations, plus any differentials and incentives the employee would have received in his/her regular position. Unless the Board has by Resolution otherwise specified, the higher pay entitlement will begin on the completion of the 40th consecutive hour in the assignment, retroactive to the beginning of the second full day of work in the assignment.

10. **Workers' Compensation and Continuing Pay:** For all accepted workers' compensation claims filed with the County on or after January 1, 2008, employees will receive seventy five percent (75%) of their regular monthly salary during any period of compensable temporary disability not to exceed one (1) year. Pay based on accepted workers' compensation claims filed before January 1, 2007, but after December 31, 1999, will be paid as provided in Resolution No. 2006/22. Pay based on accepted workers' compensation claims filed before January 1, 2000, will be paid as provided in resolution No. 96/488. If workers' compensation benefits become taxable income, the County will restore the former benefit level, one hundred percent (100%) of regular monthly salary.

    10.10 Waiting Period: There is a three (3) calendar day waiting period before workers' compensation benefits commence. If the injured worker loses any time on the date of injury, that day counts as day one (1) of the waiting period. If the injured worker does not lose time on the date of the injury, the waiting period is the first three (3) days following the date of the injury. The time the employee is scheduled to work during this waiting period will be charged to the employee's sick leave and/or vacation accruals. In order to qualify for workers' compensation, the employee must be under the care of a physician. Temporary compensation is payable on the first three (3) days of disability when the injury necessitates hospitalization, or when the disability exceeds fourteen (14) days.

    10.11 Continuing Pay: A permanent employee will receive the applicable percentage of regular monthly salary in lieu of workers' compensation during any period of compensable temporary disability not to exceed one year. "Compensable temporary disability absence" for the purpose of this Section, is any absence due to work-connected disability which qualifies for temporary disability compensation under workers' compensation law set forth in Division 4 of the California Labor Code. When any disability becomes medically permanent and stationary, the salary provided by this Section will terminate. No charge will be made against sick leave or vacation for these salary

payments. Sick leave and vacation rights do not accrue for those periods during which continuing pay is received. Employees are entitled to a maximum of one (1) year of continuing pay benefits for any one injury or illness.

Continuing pay begins at the same time that temporary workers' compensation benefits commence and continues until either the member is declared medically permanent/stationary, or until one (1) year of continuing pay, whichever comes first, provided the employee remains in an active employed status. Continuing pay is automatically terminated on the date an employee is separated from County service by resignation, retirement, layoff, or the employee is no longer employed by the County. In these instances, employees will be paid workers' compensation benefits as prescribed by workers' compensation laws. All continuing pay must be cleared through the County Administrator's Office, Risk Management Division.

10.12 Physician Visits: Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee is allowed time off, up to three (3) hours for such treatment, without loss of pay or benefits. Said visits are to be scheduled contiguous to either the beginning or end of the scheduled workday whenever possible. This provision applies only to injuries/illnesses that have been accepted by the County as work related.

10.13 Labor Code §4850 Exclusion: The foregoing provisions for workers' compensation and continuing pay are inapplicable in the case of employees entitled to benefits under Labor Code Section 4850.

11. Other Terms and Conditions of Employment

11.10 Overtime Exempt Exclusion: Employees who are exempt from FLSA overtime in unrepresented, management, and exempt classifications may be made eligible for County Overtime pay if their names are placed on the Overtime Exempt Exclusion List by the County Administrator's Office. Employees on the Overtime Exempt Exclusion List are authorized to receive County overtime pay only. Employees on the Overtime Exempt Exclusion List are NOT eligible for Annual Management Administrative Leave for the quarter they are on the Overtime Exempt Exclusion List. The policies and procedures for the Overtime Exempt Exclusion List are set forth in Administrative Bulletin 317.

11.11 County Overtime: Employees on the Overtime Exempt Exclusion List will be compensated at one and one-half (1.5) times their base rate of pay (excluding differentials) for authorized hours worked exceeding eight (8) hours in a day or forty (40) hours in a week.

11.12 Pay Limitations: Employees are not entitled to receive hazard pay, shift pay

or County overtime pay (except as provided in this Section 11 Other Terms and Conditions of Employment), or on-call duty pay or call-back pay (except as provided in Section IV Special Benefits For Employees by Department or Class.)

11.13 Length of Service Credits: Length of service credit dates from the beginning of the last period of continuous County employment, including temporary, provisional and permanent status and absences on an approved leave of absence; except that when an employee separates from a permanent position in good standing and is subsequently re-employed in a permanent County position within two (2) years from the date of separation, the period of separation will be bridged. Under these circumstances, the service credits will include all credits accumulated at the time of separation but will not include the period of separation. The service credits of an employee are determined from employee status records maintained by the Human Resources Department.

11.14 Mirror Classifications: As determined in the sole discretion of the Director of Human Resources, employees in unrepresented job classifications that mirror Management, represented or unrepresented job classifications may receive the salary and fringe benefits that are received by employees in the mirror classification.

11.15 Deep Classes: No provision of this Resolution regarding terms and conditions of employment supersedes any provision of any Deep Class Resolution.

11.16 Administrative Provisions: The County Administrator may establish guidelines, bulletins or directives as necessary to further define or implement the provisions of this resolution.

11.17 Timestamp: Permanent Intermittent (hourly) employees must time stamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

11.18 Salary Upon Promotion from a Competitive Recruitment: Internal candidates applying for promotional opportunities within the County may be disadvantaged over non-County employees when negotiating beginning salary. An employee who is appointed as a result of a competitive recruitment may be placed at any step in the new salary range, provided that their education and experience merit such a step. The Director of Human Resources shall approve or deny any step greater than the step placement defined in the Salary Regulations Section 4.1- Salary-On Promotion.

II. BENEFITS FOR MANAGEMENT AND EXEMPT EMPLOYEES

Management and Exempt employees will receive the benefits set forth in Part I and also the following additional benefits:

12. Management Longevity Pay:

12.10 Ten Years of Service:

a. Employees who have completed ten (10) years of service for the County are eligible to receive a two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the ten (10) year service award.

b. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.

c. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than ten (10) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

12.11 Fifteen Years of Service:

a. Employees who have completed fifteen (15) years of service for the County are eligible to receive an additional two and one-half percent (2.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the fifteen (15) year service award. For employees who completed fifteen (15) years of service on or before January 1, 2007, this longevity differential will be paid prospectively only from January 1, 2007.

b. This section does not apply to employees who are eligible to receive the District Attorney Inspectors Longevity Differential set forth in Section 34 or the Sheriff Law Enforcement Longevity Differential set forth in Section 49.

c. Effective April 1, 2007, this section does not apply to members of the Board of Supervisors, except those members who earned this benefit while serving on the Board of Supervisors and were receiving this benefit as of March 31, 2007.

d. Effective November 1, 2007, for employees who were employed by Contra Costa County, became employees of the Contra Costa Superior

Court by operation of law, and thereafter are rehired by Contra Costa County in the classification of District Attorney Manager of Law Offices (JJGE), eligibility for this longevity differential will be determined by adding together all service time with Contra Costa County and all service time with the Contra Costa Superior Court. If this sum is more than fifteen (15) years, this longevity differential will only be paid prospectively from the date the employee is rehired by Contra Costa County.

13. Deferred Compensation:

13.10 Deferred Compensation Incentive: The County will contribute eighty-five dollars ($85) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this Deferred Compensation Incentive, the employee must contribute to the deferred compensation plan as indicated below.

Employees with Current Monthly Salary of:	Qualifying Base Contribution Amount	Monthly Contribution Required to Maintain Incentive Program Eligibility
$2,500 and below	$250	$50
$2,501 – 3,334	$500	$50
$3,335 – 4,167	$750	$50
$4,168 – 5,000	$1,000	$50
$5,001 – 5,834	$1,500	$100
$5,835 – 6,667	$2,000	$100
$6,668 and above	$2,500	$100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the eighty-five dollar ($85) Deferred Compensation Incentive. To reestablish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to reestablish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to reestablish eligibility.

13.11 Special Benefit for Permanent Employees Hired on and after January 1, 2009:

a. Beginning on April 1, 2009 and for the term of this resolution, the County will contribute one hundred and fifty dollars ($150) per month to an employee's account in the Contra Costa County Deferred Compensation

Plan, or other tax-qualified savings program designated by the County, for employees who meet all of the following conditions:

1. The employee must be hired by Contra Costa County on or after January 1, 2009.

2. The employee must be appointed to a permanent position. The position may be either full time or part time, but if it is part time, it must be designated, at a minimum, as 20 hours per week.

3. The employee must have been employed by Contra Costa County for at least 90 calendar days.

4. The employee must contribute a minimum of twenty-five dollars ($25) per month to the Contra Costa County Deferred Compensation Plan, or other tax-qualified savings program designated by the County.

5. The employee must complete and sign the required enrollment form(s) for his/her deferred compensation account and submit those forms to the Human Resources Department, Employee Benefits Services Unit.

6. The employee may not exceed the annual maximum contribution amount allowable by the United States Internal Revenue Code.

b. This special benefit does not apply to any employee who is covered by Section 2.13, subsection (a) (1).

13.12 No Cross Crediting: The amounts contributed by the employee and the County pursuant to Section 13.11 do not count towards the "Qualifying Base Contribution Amount" or the "Monthly Contribution Required to Maintain Incentive Program Eligibility" in Section 13.10. Similarly, the amounts contributed by the employee and the County pursuant to Section 13.10 do not count towards the employee's $25 per month minimum contribution required by Section 13.11.

13.13 Maximum Annual Contribution: All of the employee and County contributions set forth in Sections 13.10 and 13.11 will be added together to ensure that the annual maximum contribution to the employee's deferred compensation account does not exceed the annual maximum contribution rate set forth in the United States Internal Revenue Code.

13.14 Eligibility for Loan Program: All employees are eligible to apply for loans from the Contra Costa County Deferred Compensation Plan loan program established by the Board of Supervisors on June 26, 2012, by Resolution No. 2012/298.

14. <u>Annual Management Administrative Leave</u>:

A. On January 1st of each year, all full-time unrepresented, management, and exempt employees in paid status will be credited with ninety-four (94) hours of paid Management Administrative Leave. All Management Administrative Leave time is non-accruable and all balances will be zeroed out on December 31 of each year.

B. Permanent part-time employees are eligible for Management Administrative Leave on a prorated basis, based upon their position hours. Permanent-intermittent employees are not eligible for Management Administrative Leave.

C. Employees appointed (hired or promoted) to unrepresented, management, or exempt positions are eligible for Management Administrative Leave on the first day of the month following their appointment date and will receive Management Administrative Leave on a prorated basis for that first year.

D. Unrepresented, management, and exempt employees on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the employee is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Annual Management Administrative Leave. This section does not apply to the unrepresented, management, and exempt attorneys of the Offices of the District Attorney, County Counsel, and Public Defender. (See Section 31.)

E. Employees eligible for FLSA overtime are not eligible for Management Administrative Leave. Such Employees who have existing Management Administrative Leave balances as of May 1, 2017 may use the leave through December 31, 2017.

15. <u>Management Life Insurance</u>: Employees are covered at County expense by term life insurance in the amount of fifty seven thousand dollars ($57,000) in addition to the insurance provided in Section 2.24.

16. <u>Vacation Buy Back</u>:

Employees may elect payment of up to one-third (1/3) of their annual vacation accrual, subject to the following conditions: (1) the choice can be made only once in each calendar year; (2) payment is based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (3) the maximum number of vacation hours that may be paid in any one sale is one-third (1/3) of the annual accrual. Such sales may be made on a prospective basis only.

<u>Lump Sum Payments</u>: Where a lump-sum payment is made to employees as a

retroactive general salary adjustment for a portion of a calendar year that is subsequent to the exercise by an employee of the vacation buy-back provision herein, that employee's vacation buy-back will be adjusted to reflect the percentage difference in base pay rates upon which the lump-sum payment was computed, provided that the period covered by the lump-sum payment includes the effective date of the vacation buy-back.

17. **Professional Development Reimbursement:** Employees (excluding Department Heads, their Chief Assistant(s), Engineering Managers, and all Attorney classes) are eligible for reimbursement of up to six hundred twenty-five dollars ($625) for each two (2) year period beginning on January 1, 1999, for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities and purchase of job-related computer hardware and software (excludes automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

    Each professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be answered by the Office of the County Administrator.

18. **Sick Leave Incentive Plan:** Employees may be eligible for a payoff of a part of unused sick leave accruals at separation. This program is an incentive for employees to safeguard sick leave accruals as protection against wage loss due to time lost for injury or illness. Payoff must be approved by the Director of Human Resources, and is subject to the following conditions:

    A. The employee must have resigned in good standing.

    B. Payout is not available if the employee is eligible to retire.

    C. The balance of sick leave at resignation must be at least seventy percent (70%) of accruals earned in the preceding continuous period of employment excluding any sick leave use covered by the Family and Medical Leave Act, the California Family Rights Act, or the California Pregnancy Disability Act.

    D. Payout is by the following schedule:

Years of Payment Continuous Service	Payment of Unused Sick Leave Payable
3 – 5 years	30%
5 – 7 years	40%
7 plus years	50%

E. No payoff will be made pursuant to this section unless the Contra Costa County Employees' Retirement Association has certified that an employee requesting a sick leave payoff has terminated membership in, and has withdrawn his or her contributions from, the Retirement Association.

F. It is the intent of the Board of Supervisors that payments made pursuant to this section are in lieu of County retirement benefits resulting from employment by this County or by Districts governed by this Board.

19. Computer Vision Care (CVC) Users Eye Examination: Employees are eligible to receive an annual eye examination on County time and at County expense provided that the employee regularly uses a video display terminal at least an average of two (2) hours per day as certified by their department.

Employees certified for examination under this program must make their request through the Benefits Service Unit of the County Human Resources Department. Should prescription CVC eyeglasses be prescribed for the employee following the examination, the County agrees to provide, at no cost, basic CVC eye wear consisting of a fifty dollar ($50) frame and single, bifocal or trifocal lenses. Employees may, through individual arrangement between the employee and the employees' doctor and solely at the employee's expense, include blended lenses and other care, services or materials not covered by the Plan.

20. Long-Term Disability Insurance: The County will continue in force the Long-Term Disability Insurance program with a replacement limit of eighty-five (85%) of total monthly base earnings reduced by any deductible benefits.

III. BENEFITS FOR ELECTED AND APPOINTED DEPARTMENT HEADS

Department Heads will receive the benefits set forth in Part I and Part II and the following additional benefits:

21. Executive Automobile Allowance:

21.10 Elected Department Heads:

The below-listed elected Department Heads are eligible to receive a $600 per month automobile allowance plus mileage for miles driven outside Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense.

Receipt of this automobile allowance means that the elected Department Head must use a private automobile for County business.

Assessor (DAA1)
Auditor–Controller (SAA1)
Clerk–Recorder (ALA1)
District Attorney (2KA1)
Treasurer–Tax Collector (S5A1)

The Sheriff-Coroner (6XA1) is eligible to receive a $500 per month automobile allowance plus mileage for miles driven inside and outside of Contra Costa County at the rate per mile allowed by the Internal Revenue Service (IRS) as a deductible expense. Receipt of this automobile allowance means that the Sheriff-Coroner must use a private automobile for County business.

21.11 Temporary Loss of Vehicle:

If use of a County vehicle is temporarily required as the result of an emergency, such as an accident or mechanical failure to the recipient's personal automobile, a County vehicle may be used if approved by the County Administrator or his/her designee. The user's department will be charged for the costs of the temporary use of the County vehicle. Further, the user of the County vehicle will not receive his/her automobile allowance while using the County vehicle.

22. Executive Life Insurance: In lieu of the insurance provided under Section 15, Department Heads are covered at County expense by term life insurance in the amount of sixty thousand dollars ($60,000) additional to the insurance provided under Section 2.24.

23. Executive Professional Development Reimbursement: Department Heads and

those chief assistants listed in Exhibit D (excluding Attorney classes) are eligible for reimbursement of up to nine hundred twenty-five dollars ($925) for each two (2) year period beginning January 1, 1999 for memberships in professional organizations, subscriptions to professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, and purchase of job-related computer hardware and software, such as blackberries, iPhones, and treos (excluding automation connectivity, support, or subscription fees) from a standardized County-approved list or with Department Head approval, provided each employee complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals. In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

Each executive professional development reimbursement request must be approved by the Department Head and submitted through the regular demand process. Demands must be accompanied by proof of payment (copy of invoice or receipt). Certification regarding compliance with the County's computer use and security policy may be required. Questions regarding the appropriateness of a request will be determined by the Office of the County Administrator.

24. **Appointed Department Heads:** The Appointed Department Heads are the Agricultural Commissioner/Director of Weights and Measures, Chief Assistant County Administrator, County Counsel, County Finance Director, County Librarian, County Probation Officer, County Veteran's Services Officer, Director of Employment and Human Services, Director of Animal Services, Director of Child Support Services, Director of Conservation and Development, Director of Health Services, Director of Human Resources, Director of Information Technology, Director of Risk Management, Public Defender, and the Public Works Director. (The Fire Chief of the Contra Costa County Fire Protection District is also an appointed Department Head, but the benefits for the Fire Chief are set forth in a separate Fire Management Resolution.)

25. **Elected Department Heads:** The Elected Department Heads are the Assessor, Auditor–Controller, Clerk–Recorder, District Attorney, Sheriff–Coroner, and Treasurer–Tax Collector.

26. **Elected Department Head Benefits and Board of Supervisors Member Benefits:** Elected Department Heads will receive only the following benefits under Parts I, II, and III, together with such benefits as may be authorized under Part IV, as specified:

26.10 Elected Department Heads:

a. All Elected Department Heads will receive the benefits set forth in Part I, Sections 5, 6, 7, 8, 10, and 11.12.

b. Elected Department Heads will receive the benefits set forth in Part I,

Section 2, in accordance with the following:

1. Elected Department Heads other than the Sheriff receive health care coverage from County health plans pursuant to Section 2 A.

    i. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.

    ii. Those Elected Department Heads who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.

    iii. Those Elected Department Heads who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2 A.

2. The Sheriff receives health care coverage from CalPERS pursuant to Section 2 B.

3. All Elected Department Heads receive the benefits set forth in Section 2 C, excluding section 2.26.

c. All Elected Department Heads will receive the benefits set forth in Part II, Sections 13, 19 and 20.

d. Elected Department Heads will <u>not</u> receive the benefits set forth in Part II, Section 12. Elected Department Heads who are in their elected office and receiving longevity pay as of October 1, 2010 are eligible for the following benefit:

    1. A five percent (5%) longevity differential upon the completion of ten years of service effective on the first day of the month following the month in which the official qualifies for the ten (10) year service award.

    2. An additional two and one half (2.5%) longevity differential upon the completion of fifteen (15) years of service effective on the first day of the month following the month in which the official qualifies for the fifteen (15) year service award.

e. As compensation for not accruing paid vacation credit, in addition to the benefits of Part II, Section 13, twelve thousand dollars ($12,000) as a deferred compensation contribution will be added to the elected

department head's deferred compensation account effective July 1 of each year (commencing July 1, 2007). If after July 1, but prior to June 30 of the next succeeding year, for any reason, the elected department head's occupancy of office terminates and/or expires, the elected department head is entitled to an additional deferred compensation account contribution prorated from July 1 to include the time period the elected department head served prior to the next June 30. Further, if, for any reason, all or part of such deferred compensation cannot be paid into a deferred compensation account the elected department head is entitled to an equivalent lump-sum payment. None of the County's twelve thousand dollar ($12,000) contribution may be used to establish eligibility and qualification to receive the additional eighty-five dollars ($85) monthly Deferred Compensation Incentive contribution otherwise provided by the County.

f. All Elected Department Heads will receive the benefits set forth in Part III, Sections 21, 22 and 23.

g. A County employee who becomes a County elected official may receive payment for unused vacation accruals only at the rate of pay that the elected official last earned as a County employee. The elected official may not be paid for unused vacation accruals at the rate of pay earned as an elected official.

h. Only the Board of Supervisors is authorized to prescribe the compensation of County elected officials pursuant to Government Code section 25300.

26.11 Board of Supervisors: Board of Supervisors members will receive only the following benefits under Parts I, II, and III.

a. Part I: The benefits set forth in Sections 5, 6, 7, 10, and 11.12.

b. Part 1, Section 2: in accordance with the following, health care coverage from County health plans pursuant to Section 2 A.

1. Those Supervisors who were County employees when elected to County office with a County employee hire date that is earlier than January 1, 2009, will receive the benefits set forth in Part I, Section 2 A except the provisions set forth in Section 2.13 (a) (3) do not apply.

2. Those Supervisors who were County employees when elected to County office with a County employee hire date that is on or after January 1, 2009, will receive all of the benefits set forth in Part I, Section 2 A.

3. Those Supervisors who were not County employees when elected to County office will receive all of the benefits set forth in Part I, Section 2 A.

c. Part I, Section 2 C, excluding Section 2.26.

d. Part II: The benefits set forth in Sections 13, 19, and 20.

e. Part III: The benefits set forth in Sections 22 and 23.

f. The provisions of Section 26.10(g) above apply to Board of Supervisors Members.

IV. SPECIAL BENEFITS FOR EMPLOYEES BY DEPARTMENT OR CLASS

27. Accounting Certificate Differential: Incumbents of Management professional accounting, auditing or fiscal officer positions who possess one of the following certifications in good standing will receive a differential of five percent (5%) of base monthly salary: (1) A valid Certified Public Accountant (CPA) license issued by the State of California, Department of Consumer Affairs, Board of Accountancy; (2) a Certified Internal Auditor (CIA) certification issued by the Institute of Internal Auditors; (3) a Certified Management Accountant (CMA) certification issued by the Institute of Management Accountants; or (4) a Certified Government Financial Manager (CGFM) certification issued by the Association of Government Accountants.

28. (Reserved)

29. Animal Services Uniform Allowance: The uniform allowance for employees in the management class of Animal Services Captain-Exempt (BJD2) is eight hundred dollars ($800), payable one-twelfth (1/12) of the yearly total in monthly pay warrants. Any increase in the Uniform Allowance, which may be granted to Animal Services Officers while this Resolution is in effect, is granted to this Animal Services Management class.

30. Attorney State Bar Dues and Professional Development Reimbursement:

30.10 State Bar Dues Reimbursement: The County will reimburse employees in the classes set forth below for California State Bar Membership dues (but not penalty fees) and, if annually approved in advance by the Department Head, fees for criminal and/or civil specialization.

30.10.1 Payment For Fingerprinting: New California Rule of Court 9.9.5, requires active licensed attorneys in California to be re-fingerprinted by April 30, 2019, without penalty. Employees who are active licensed attorneys may have their fingerprinting done via the Live Scan service in the Human

Resources Department at no cost to the employee. If an employee chooses to obtain fingerprinting services from another provider, any costs of such services will be at the employee's sole expense.

30.11 Professional Development Reimbursement: The County will reimburse employees in the classes listed in Section 30.13 up to a maximum of seven hundred dollars ($700) each fiscal year for the following types of expenses:

a. Purchase of job-related computer hardware and software.
b. Membership dues in legal professional associations.
c. Purchase of legal publications.
d. Training and travel costs for job-related educational courses.
e. Legal on-line computer services.

Any unused accrual may be carried forward to the next fiscal year up to a maximum of eight hundred dollars ($800).

30.12 Law School Student Loan Reimbursement Program

a. Eligibility:

1. Only Employees in the classes listed in Section 30.13, excluding County Counsel (2EA1), District Attorney (2KA1), and Public Defender (25A1), are eligible.

2. Temporary employees are not eligible for payments. Time served as a temporary employee does not count towards eligibility for payments.

b. Qualifying amount and terms: The employee must satisfy all of the following criteria to be eligible for any payments through this Law School Student Loan Reimbursement Program.

1. First Payment: The employee must have been hired into one of the listed classes and have worked in one or more of those classes for at least three (3) consecutive years from date of hire to be eligible for the first payment. After completion of the third consecutive year of employment in one or more of those classes, the employee may receive $2,000 for purposes of reimbursement for law school student loan payments.

2. Second Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fourth year of employment from date of hire to be eligible for the second payment. After completion of four (4) years of employment with the County in one or more of those classes,

the employee may receive an additional $3,000 for purposes of reimbursement for law school loan payments.

3. Third Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the fifth year of employment from date of hire to be eligible for the third payment. After completion of five (5) years of employment with the County in one or more of those classes, the employee may receive an additional $4,000 for purposes of reimbursement for law school loan payments.

4. Fourth Payment: For an employee who entered County service in one of the listed classes, the employee must work in one or more of those classes during the sixth year of employment from date of hire to be eligible for the fourth payment. After completion of six (6) years of employment with the County in one or more of those classes, the employee may receive an additional $6,000 for purposes of reimbursement for law school loan payments.

5. For each requested payment: The employee must submit a request for reimbursement on the County's law school loan reimbursement form and attach documentation that establishes to the satisfaction of the department the existence of an outstanding law school student loan to the employee from an educational entity, government entity, or commercial lending institution. Employees may not request more than one payment per year, and there must be at least twelve (12) full months between each request for payment.

6. This program is not available to employees who paid off their law school student loans prior to July 1, 2015, to those employees who did not incur law school student loans from an educational entity, government entity, or commercial lending institution, or to participating employees once they have paid off their law school student loans.

7. The law school student loan reimbursement payments will not exceed $2,000 for the first payment, $3,000 for the second payment, $4,000 for the third payment, and $6,000 for the fourth payment. No employee may receive more than a total maximum lifetime reimbursement of $15,000.

8. The law school student loan reimbursement payments are subject to applicable state and federal withholding, if any.

9. The terms and conditions of this law school student loan reimbursement program are subject to procedures approved by the County Auditor-Controller's Office.

30.13 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)
Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
Deputy County Counsel-Advanced-Exempt (2ET3)
Deputy County Counsel-Standard-Exempt (2ET2)
Deputy County Counsel-Basic-Exempt (2ET1)
District Attorney (2KA1)
Public Defender (25A1)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)
Supervising Attorney-Child Support Services (29HA)
Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

31. Attorney Management Administrative Leave and Additional Longevity Pay:

31.10 Attorney Management Administrative Leave:

a. On January 1st of each year, the employees in the classes set forth below who are in paid status, excluding fixed-term employees and contract attorneys, will be credited with ninety-four (94) hours of Management Administrative Leave. Management Administrative Leave must be used during the calendar year in which it is credited and any unused hours may not be carried forward.

b. Attorneys appointed after January 1st, are eligible for Management Administrative Leave on the first day of the month following their hire/promotion date and will receive a pro-rated amount of Management Administrative Leave for the remainder of that calendar year and are

eligible for ninety-four (94) hours annually thereafter.

c. Permanent part time attorneys are eligible for Management Administrative Leave on a prorated basis, based upon their position hours, beginning on January 1st following their appointment and in the same proportion on each January 1st thereafter. Permanent-intermittent attorneys are not entitled to Management Administrative Leave. Any attorney on a leave of absence will have his/her Management Administrative Leave hours prorated upon his/her return.

d. Unrepresented, management, and exempt attorneys on the Overtime Exempt Exclusion List are authorized to receive overtime pay; therefore, their Management Administrative Leave will be reduced by 25% each time the attorney is on the List. The 25% reduction will be deducted from the employee's current leave balance, but if there is no balance, it will be deducted from future awarded Management Administrative Leave.

31.11 Additional Longevity Pay at 20 Years of County Service:

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning on November 1, 2012. For those employees who have twenty years of service on or before November 1, 2012, this longevity differential will be paid prospectively only from November 1, 2012.

31.12 Eligible Classes:

This section applies only to the following classifications:

Assistant County Counsel-Exempt (2ED1)
Assistant District Attorney-Exempt (2KD3)
Assistant Public Defender-Exempt (25D2)
Chief Asst. County Counsel-Exempt (2ED2)
Chief Asst. Deputy District Atty-Exempt (2KD2)
Chief Assistant Public Defender-Exempt (25D1)
Chief Trial Deputy Public Defender (25DB)
Civil Litigation Attorney-Advanced (2ETG)
Civil Litigation Attorney-Standard (2ETF)
Civil Litigation Attorney-Basic (2ETE)
County Counsel (2EA1)
Deputy County Counsel-Advanced (2ETK)
Deputy County Counsel-Standard (2ETJ)
Deputy County Counsel-Basic (2ETH)
Deputy County Counsel-Advanced-Exempt (2ET3)

Deputy County Counsel-Standard-Exempt (2ET2)
Deputy County Counsel-Basic-Exempt (2ET1)
Public Defender (25A1)
Senior Deputy District Attorney-Exempt (2KD1)
Senior Financial Counsel-Exempt (2ED3)
Supervising Attorney-Child Support Services (29HA)
Attorney Basic-Child Support Services (29VA)
Attorney Advanced-Child Support Services (29TA)
Attorney Entry-Child Support Services (29WA)

32. Assessor Education Differential: Employees in the management class of Assistant County Assessor-Exempt (DAB1) are entitled to a salary differential of two and one-half percent (2.5%) of base monthly salary for possession of a certification for educational achievement from at least one of the following:

A. American Institute of Real Estate Appraisers Residential Member designation.

B. State Board of Equalization Advanced Appraiser Certification.

C. International Association of Assessing Officers Residential Evaluation Specialist.

D. Society of Auditor-Appraiser Master Auditor-Appraiser designation.

E. Society of Real Estate Appraisers Senior Residential Appraiser designation.

F. Any other certification approved by the County Assessor and the Director of Human Resources.

33. Certified Elections/Registration Administrator Certification Differential: Employees in the classification of Clerk-Recorder (ALA1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Employees in the classifications of Deputy Clerk-Recorder-Exempt (ALB2), Assistant County Clerk-Recorder-Exempt (ALB3) and Assistant County Registrar-Exempt (ALB1) are eligible to receive a monthly differential in the amount of two and a half percent (2.5%) of base monthly salary for possession of a valid Certified Elections/Registration Administrator Certificate issued by The Election Center-Professional Education Program. Verification of eligibility is by the County Administrator or designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which the County Administrator verifies eligibility.

34. District Attorney Inspectors Longevity Differential:

34.10 County Service/P.O.S.T. Experience/Age.

Incumbents of the classes of District Attorney Assistant Chief of Inspectors–Exempt (6KD2), District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) are eligible for a differential of five percent (5%) of base monthly salary when all of the following conditions are satisfied: The employee has (1) four (4) years of experience as a peace officer with Contra Costa County; (2) fifteen (15) years of P.O.S.T. experience; and (3) has reached the age of thirty-five (35).

34.11 Twenty Years of Service.

In addition to the longevity pay provided in section 34.10, permanent, full time employees in the classes of District Attorney Assistant Chief of Inspectors–Exempt (6KD2), District Attorney Chief of Inspectors–Exempt (6KD1), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors (6KNB), and Lieutenant of Inspectors–Welfare Fraud (6KWG) who have completed twenty (20) years of Contra Costa County Service are eligible to receive an additional two percent (2%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award, beginning September 1, 2019. For those employees who have twenty years of Contra Costa County service on or before September 1, 2019, this longevity differential will be paid prospectively only from September 1, 2019.

35. District Attorney Inspector P.O.S.T.: Incumbents of the classes of District Attorney Lieutenant of Inspectors (6KNB), District Attorney Director of Forensic and Technical Services (6KDC), District Attorney Lieutenant of Inspectors–Welfare Fraud (6KWG), District Attorney Assistant Chief of Inspectors-Exempt (6KD2), and District Attorney Chief of Inspectors–Exempt (6KD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one of the following career incentive allowances:

A. A career incentive allowance of two and one-half percent (2.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors-Welfare Fraud for the possession of an Advanced P.O.S.T. certificate. This allowance will be paid to the DA Assistant Chief of Inspectors-Exempt (6KD2) and the DA Chief of Inspectors-Exempt for possession of a Management and/or Executive P.O.S.T. Certificate.

B. A career incentive allowance of five percent (5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for possession of an Advanced P.O.S.T. certificate and an approved Baccalaureate Degree. This allowance will be paid to the DA Assistant Chief

of Inspectors-Exempt (6KD2), and the DA Chief of Inspectors for possession of a Management and/or Executive P.O.S.T. certificate and possession of an approved Baccalaureate Degree.

C. A career incentive allowance of seven and one-half percent (7.5%) of base monthly salary will be paid to DA Lieutenant of Inspectors, DA Director of Forensic and Technical Services, and DA Lieutenant of Inspectors–Welfare Fraud for the possession of an Advanced P.O.S.T. certificate and possession of an approved Master's Degree. This allowance will be paid to the DA Assistant Chief of Inspectors-Exempt (6KD2) and the DA Chief of Inspectors–Exempt for possession of an approved Management and/or Executive P.O.S.T. certificate and possession of an approved Master's Degree. No continuing education is required in order to be entitled to any of the foregoing allowances.

36. District Attorney Investigator - Safety Employees Retirement Tiers; Contribution Toward Cost of Enhanced Retirement Benefit:

36.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. This retirement benefit is known as Safety Tier A.

a. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his or her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

b. Effective on July 1, 2012, each employee in Tier A will pay three percent (3%) of his/her retirement base to pay part of the employer's contribution for the cost of Safety Tier A retirement benefits.

c. Effective on June 30, 2016, these payments will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

36.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California

Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired on or after July 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

36.12 Employees with more than 30 years of Service: Commencing on July 1, 2007, eligible employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

36.13 Eligible Classes:

This section applies only to the following classifications:

District Attorney Chief of Inspectors-Exempt (6KD1)
District Attorney Assistant Chief of Inspectors-Exempt (6KD2)
District Attorney Lieutenant of Inspectors (6KNB)
Lieutenant of Inspectors-Welfare Fraud (6KWG)
District Attorney Director of Forensic and Technical Services (6KDC)

37. Engineer Continuing Education Allowance: Employees in the classification of Deputy Public Works Director-Exempt (NAD0), County Surveyor (NAF1), and Senior Land Surveyor (NSGA) are eligible to receive a one year Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary if they complete at least (60) hours of approved education or training or at least three (3) semester units of approved college credit or approved combination thereof, subject to the following conditions.

A. The specific education or training must be submitted in writing by the employee to the Public Works Director or their designee prior to beginning the course work.

B. The education or training must be reviewed and approved in advance by the Public Works Director or their designee as having a relationship to the technical or managerial responsibilities of the employee's current or potential County job classifications.

C. Employees who qualify for this allowance do so for a period of only twelve (12) months, commencing on the first day of the month after proof of completion is received and approved by the Public Works Director or their designee. This allowance automatically terminates at the end of the twelve

(12) month period.

38. **<u>Engineer Professional Development Reimbursement</u>:** Engineering Managers (Class Code NAD0) will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of seven hundred dollars ($700) for each two (2) year period beginning on January 1, 2000. Effective July 1, 2007, the allowable reimbursement amount will be increased by one hundred fifty dollars ($150) for a total of eight hundred fifty dollars ($850). Effective on January 1, 2008, Engineering Managers will be allowed reimbursement for qualifying professional development expenses and professional engineering license fees required by the employee's classification up to a total of nine hundred dollars ($900) for each two (2) year period.

    Allowable expenses include the following activities and materials directly related to the profession in which the individual is engaged as a County employee:

    A. Membership dues to professional organizations.

    B. Registration fees for attendance at professional meetings, conferences and seminars.

    C. Books, journals and periodicals.

    D. Tuition and text book reimbursement for accredited college or university classes.

    E. Professional license fees required by the employee's classification.

    F. Application and examination fees for registration as a professional engineer, architect or engineer-in-training.

    G. Certain job-related instruments, job-related computer hardware and software from a standardized County approved list or with Department Head approval, provided each Engineer complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors and the applicable manuals.

    Individual professional development reimbursement requests require the approval of the Department Head. Reimbursement occurs through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

    In order to receive reimbursement, the employee must have been in an eligible classification when the expense was incurred.

39. **<u>Library Department Holidays</u>:** For all management and unrepresented employees in the County Library Department, the day after Thanksgiving is deleted as a holiday and the day before Christmas is added as a holiday.

40. Health Services Department On-Call Duty and Call Back Time:

40.10 Eligible Classes:

Permanent full time and permanent part time employees employed in the Health Services Department (A-18) in the following designated classifications are entitled to On Call Duty and Call Back Time.

Designated Classifications:

Director of HazMat Program-Ex (VLD2)
Deptl Comm & Media Rel Coord (ADSH)
Director of Env Health Svcs-Ex (VLD1)
Asst Dir of Health Svcs (VCB1)
Emergency Medical Svcs Director-Exempt (VAD2)

40.11 On Call Duty: On Call Duty is when an employee is not scheduled to work on County premises but is ready to immediately report to work. The employee must make arrangements so that his/her supervisor can reach him/her within ten (10) minutes' notice or less.

The Department Head approves those employees who will be assigned to On Call Duty.

An employee assigned to On Call Duty is paid one (1) hour of straight time pay for each four (4) hours designated on call. If an employee's On Call Duty hours are not in increments of four (4) hours, the On Call Duty hours will be prorated. For example, if the employee is assigned to On Call Duty for six (6) hours, the employee would receive one hour and one half (1.5) straight time pay for the six (6) hours designated on call (6/4).

If an employee designated to On Call Duty is called back to work, the On Call Duty hours will not be deducted from the time the employee works.

40.12 Call Back Time: Call Back Time is when an employee is called back to work on County premises. An employee called back to work is entitled to receive pay at the rate of one and one half (1.5) times his/her base rate of pay (not including differentials) for the actual Call Back Time hours worked plus one (1) additional hour. An employee called back to work will be paid a minimum of two (hours) for each Call Back Time.

41. (Reserved)

42. Health Services Department Additional Duty Pay for Qualifying Patient Care Clinics: Employees in the classifications of Medical Director - Exempt (VCA2), Associate Medical Director - Exempt (VCS4) and Chief Medical Officer - Exempt

(VPS4) are eligible to receive Additional Duty Pay (ADP) for qualifying clinical work performed during specified hours. All of the following conditions must be met in order to qualify for ADP:

A. The employee conducted one or more patient visits for which the County is reimbursed for by Medicare, Medi-Cal or CCHP.

B. The clinical work is performed pursuant to one of the following circumstances:
1. The work is performed on a Saturday, Sunday, or County Holiday, or
2. The work is performed on a weekday between the hours of 5pm and 8am.

C. ADP is paid only for actual time spent conducting billable patient visits. Health Services Administration will verify whether a particular visit is billable and ADP will not be provided for time spent providing non-billable services.

ADP is authorized by the Director of Health Services. ADP is payable at the employee's base hourly rate of pay, not including differentials or special pays, for the actual time spent conducting billable patient visits and will be submitted on a timecard for the month in which the ADP was earned. The Health Services Department is responsible for establishing timekeeping procedures which will ensure the accurate submission of timecards indicating work performed and evidencing that the work performed conforms with the above criteria.

43. Probation – Longevity Differential:

43.10 Longevity Pay at 20 Years of County Service:

In addition to the Longevity Pay provided in Section 12 of this resolution, employees in the classes set forth below are eligible to receive a one and a half percent (1.5%) longevity differential effective on the first day of the month following the month in which the employee qualifies for the twenty (20) year service award. For those employees who have twenty years of service on or before July 1, 2016, this additional longevity differential will be paid prospectively only from July 1, 2016.

43.11 Eligible Classes:

This section applies only to the following classifications:

Assistant County Probation Officer- Exempt (7AB1)
Chief Deputy Probation Officer (7ADC)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)
Probation Director (7BFA)

44. Probation - Safety Employees Retirement Tiers:

44.10 Safety Tier A: The retirement formula of “3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012 or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

a. Until July 1, 2012, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits.

b. For the period of July 1, 2012 through and including December 31, 2014, each employee in Tier A will pay four and one half percent (4.5%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits.

c. For the period of January 1, 2015 through and including June 29, 2015, each employee will pay two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits.

d. Effective on June 30, 2015, each employee’s payment of two and one quarter percent (2.25%) of his/her retirement base to pay part of the employer’s contribution for the cost of Tier A retirement benefits will cease.

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. “Retirement base” means base salary and other payments, such as salary differential and flat rate pay allowances, used to compute retirement deductions.

44.11 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees’ Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees who become Safety New Members of CCCERA on and after January 1, 2016, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

44.12 Eligible Classes:

This section applies only to the following classifications:

Assistant County Probation Officer-Exempt (7AB1)

County Probation Officer-Exempt (7AA1)
Chief Deputy Probation Officer (7ADC)
Institutional Supervisor II (7KGA)
Probation Manager (7AGB)
Probation Director (7BFA)

45. <u>Real Property Agent Advanced Certificate Differential</u>: Employees in the classifications of Assessor (DAA1), Assistant County Assessor-Exempt (DAB1), and Real Estate Manager-Exempt (DYD1) are entitled to receive a monthly differential in the amount of five percent (5%) of base monthly salary for possessing and maintaining either a valid Senior Member Certificate issued by the International Executive Committee of the International Right of Way Association (IRWA) or a certification issued by the Building Owners and Managers Institute (BOMI) with a designation as either a Real Property Administrator (RPA) or Facilities Management Administrator (FMA). Verification of eligibility will be by the Department Head or his/her designee. Eligibility for receipt of the differential begins on the first day of the month following the month in which eligibility is verified by the Department Head.

All employees who qualify for the Senior Member certificate must recertify every five (5) years with the International Right of Way Association in order to retain the Senior Member designation and continue to receive the differential. In order to recertify, a Senior Member must accumulate seventy-five (75) hours of approved education which may include successfully completing courses, attending educational seminars or teaching approved courses.

All employees who qualify for the RPA or FMA designation must recertify every three (3) years with BOMI in order to retain the RPA or FMA designation and continue to receive this differential. In order to retain certification, an employee must achieve eighteen (18) points of continuing professional development, which may include successfully completing courses, attending educational seminars, or teaching approved courses related to the industry.

46. <u>Sheriff Sworn Management P.O.S.T.</u>:

A. Incumbents of the classes of Sheriff-Coroner (6XA1), Undersheriff–Exempt (6XB4), Assistant Sheriff- Exempt (6XB2) and Commander–Exempt (6XD1) who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Baccalaureate Degree.

2. A career allowance of five percent (5%) of monthly base pay will be awarded for the possession of a Management and/or Executive P.O.S.T. Certificate and possession of an approved Master's Degree.

B. Incumbents in the class of Chief of Police-Contract Agency-Exempt who possess the appropriate certificates beyond the minimum P.O.S.T. qualifications required in their class may qualify for one, and only one, of the following career incentive allowances:

1. A career incentive allowance of two and one-half percent (2.5%) of monthly base pay will be awarded for the possession of an Advanced P.O.S.T. Certificate.

2. A career incentive allowance of five percent (5%) will be awarded for the possession of an Advanced P.O.S.T. Certificate and possession of an approved Baccalaureate or Master's Degree.

47. Sheriff Continuing Education Allowance: Sheriff's Department employees in the classifications of Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC) are eligible to receive a Continuing Education Allowance of two and one-half percent (2.5%) of base monthly salary for any fiscal year in which they complete at least sixty (60) hours of education or training or at least three(3) semester units of college credit or a combination thereof, approved by the department, subject to all of the following conditions:

A. An application must be submitted in advance, to the Sheriff's Department prior to the fiscal year in which the education or training will occur.

B. The education or training must be directly related to the technical or Management duties of the employee's job.

C. The course must be reviewed and approved in advance by the Sheriff's Department Standards and Resources Bureau.

D. The employee must show evidence of completion with a passing grade.

48. Sheriff Emergency Services Standby Differential: Employees in the classification of Emergency Planning Specialist–Exempt (9GS1) who perform standby duty for the Office of Emergency Services at least one (1) week per month, are entitled to receive a differential in the amount of two and one-half percent (2.5%) of base monthly salary.

49. Sheriff Law Enforcement Longevity Differential:

49.10. 15 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of five percent (5%) of base monthly salary upon completion of fifteen (15) years of County service as a full-time, permanent, sworn law enforcement officer.

49.11. 20 Years of Sworn County Service: Incumbents in the classifications of Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-

Exempt (6XD1), and Chief of Police-Contract Agency-Exempt (6XF1) are eligible for a differential of two percent (2%) of base monthly salary upon completion of twenty (20) years of County service as a full-time, permanent, sworn law enforcement officer. For employees who completed twenty (20) years of such service on or before September 1, 2013, this longevity differential will be paid prospectively only from September 1, 2013.

50. Sheriff Uniform Allowance: The Sheriff-Coroner (6XA1), Undersheriff-Exempt (6XB4), Assistant Sheriff- Exempt (6XB2), Commander-Exempt (6XD1), Chief of Police-Contract Agency-Exempt (6XF1) and non-sworn management employees in the Sheriff-Coroner's Department will be paid a uniform allowance in the amount of eight hundred seventy-two dollars ($872) per year effective July 1, 2007, payable one-twelfth (1/12) of the yearly total in monthly pay warrants. The non-sworn management employees eligible for this uniform allowance are: Sheriff's Fiscal Officer (APSA) and Sheriff's Chief of Management Services (APDC/APD2).

51. Sheriff - Detention Division Meals: Employees assigned to the Detention Division will have fifteen dollars ($15.00) per month deducted from their pay checks in exchange for meals provided by the Department. The employee may choose not to eat facility food. In that case, no fees will be deducted.

52. Sheriff - Safety Employees Retirement Tiers:

52.10. Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are employed by the County as of December 31, 2006. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average. Safety Tier A is closed to all employees initially hired by Contra Costa County after December 31, 2006.

52.11 Safety Tier C: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below, who are hired by the County after December 31, 2006 and on or before December 31, 2012, or who, under PEPRA, become reciprocal members of CCCERA, as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed two percent (2%) per year. The final compensation of these employees will be based on a thirty-six (36) consecutive month salary average.

52.12 Safety PEPRA Tier: For employees who become Safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. The cost of living adjustment to the retirement allowances of these employees will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

52.13 Employees with more than 30 years of Service: Commencing January 1, 2007, employees in the classifications set forth below and designated by the Contra Costa County Employees' Retirement Association as safety members with credit for more than thirty (30) years of continuous service as safety members, will not make payments from their retirement base to pay part of the employer's contribution towards the cost of Safety Tier A.

52.14 Retirement Tier Elections: If members of the Deputy Sheriffs' Association have the opportunity to elect different retirement tiers, employees in the classifications set forth below and employed by the County as of December 31, 2012, will be offered the same opportunity to elect the new Safety PEPRA Tier at the same time and on the same terms and conditions as are applicable to members of the Deputy Sheriffs' Association.

52.15 Eligible Classes.

This section applies only to the following classifications:

Sheriff-Coroner (6XA1)
Undersheriff-Exempt (6XB4)
Assistant Sheriff-Exempt (6XB2)
Commander-Exempt (6XD1)
Chief of Police-Contract Agency-Exempt (6XF1)

53. Safety Employees Retirement Tiers (Miscellaneous Safety Classifications) Benefit

53.10 Safety Tier A: The retirement formula of "3 percent at 50" applies to employees in the classifications set forth below who become Safety members of the Contra Costa County Employees Retirement Association (CCCERA) on or before December 31, 2012, or who under PEPRA, become reciprocal members of CCCERA as determined by CCCERA. The cost of living adjustment (COLA) to the retirement allowances of these employees will not exceed three percent (3%) per year. The final compensation of these employees will be based on a twelve (12) consecutive month salary average.

a. Until September 1, 2013, each employee in Tier A will pay nine percent (9%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

b. For the period September 1, 2013, through and including December 31, 2014, each employee in Tier A will pay four and one half (4.5%) of his/her retirement base to pay part of the employer's contribution for the cost of Tier A retirement benefits.

c. For the period January 1, 2015, through and including June 30, 2015, each employee in Tier A will pay two and a quarter percent (2.25%) of

his/her retirement base to pay part of the employer's contribution for the cost of the Tier A retirement benefit.

d. Effective June 30, 2015, these payments will cease

The payments set forth above will be made on a pre-tax basis in accordance with applicable tax laws. "Retirement base" means base salary and other payments, such as salary differential and flat rate pay allowances used to compute retirement deductions.

53.11 Safety PEPRA Tier: For employees who become safety New Members of the Contra Costa County Employees Retirement Association (CCCERA) on or after January 1, 2013, retirement benefits are governed by the California Public Employees' Pension Reform Act of 2013 (PEPRA) (Chapters 296 and 297, Statutes of 2012) and Safety Option Plan Two (2.7% @ 57) applies. For employees hired by the County on or after January 1, 2014, who under PEPRA, become safety New Members of CCCERA, the cost of living adjustment to the retirement allowance will not exceed two percent (2%) per year and will be banked. To the extent that this resolution conflicts with any provision of PEPRA, PEPRA governs.

53.12 Eligible Classes.

This section applies only to the following classifications:

Assistant Chief Public Service Officer (64BA)
Director of Hazardous Materials Program-Exempt (VLD2)

54. Treasurer-Tax Collector Professional Development Differential: Treasurer-Tax Collector employees in one of the classifications listed below are eligible to receive a monthly differential equivalent to five percent (5%) of base salary for possession of at least one (1) of the following specified professional certifications and for completion of required continuing education requirements associated with the individual certifications. Verification of eligibility for any such differential must be provided to the Auditor in writing by the Treasurer-Tax Collector or his/her designee. Under this program, no employee may receive more than a single five percent (5%) differential at one time, regardless of the number of certificates held by that employee.

This section applies only to the following classifications:

Treasurer-Tax Collector (S5A1)
Treasurer's Investment Officer-Exempt (S5S3)
Assistant County Treasurer-Exempt (S5B4)
Assistant County Tax Collector-Exempt (S5D1)

Qualifying Certificates:

Certified Cash Manager (C.C.M.)
Certified Financial Planner (C.F.P.)
Certified Government Planner (C.G.F.P.)
Certified Treasury Manager (C.T.M.)
Chartered Financial Analyst (C.F.A.)
Certified Treasury Professional (C.T.P)
Certified California Municipal Treasurer (C.C.M.T)
Certified Government Investment Professional (C.G.I.P.)

55. (Reserved)

56. (Reserved)

V. TEMPORARY AND PER DIEM EMPLOYEES EXCLUDED.

Parts I through IV above do not apply to temporary and per diem employees. Benefits for temporary and per diem employees are only those provided in Appendix I "Benefits for Temporary and Per Diem Employees," attached.

[EXHIBITS AND APPENDIX ATTACHED]

Exhibit A

Job Code	Classification	Barg Unit	Status
SADD	AC Division Manager	B8	A
AJGA	ADA Prog Manager	B8	A
96B1	ASST COUNTY VET SVC OFFICER	B8	A
AP7A	Administrative Aide-Deep Class	B8	A
AP73	Administrative Aide-Project	C8	A
XQD2	Aging/Adult Svcs Director-Ex	B8	A
BJD2	Animal Services Captain-Ex	B8	A
BKS1	Animal Shelter Vet-Exempt	B8	A
JJNG	Assessor's Clerical Staff Mngr	B8	A
VCS1	Assist To Hlth Svc Dir - Ex	B8	A
9MD3	Assistant Director-Project	C8	A
VCS4	Associate Medical Director-Ex	B8	A
BAB1	Asst Agr Com/Wts/Meas-Exempt	B8	A
LTB1	Asst Chief Info Officer - Ex	B8	A
7AB1	Asst Co Prob Off - Exempt	B2	A
ADB4	Asst County Administrator	B8	A
DAB1	Asst County Assessor-Exe	B8	A
SAB1	Asst County Auditor Controlle	B8	A
ALB3	Asst County Clerk-Recorder -Ex	B8	A
2ED1	Asst County Counsel-Exempt	B8	A
ALB1	Asst County Registrar-Exempt	B8	A
S5D1	Asst County Tax Collector-Ex	B8	A
S5B4	Asst County Treasurer-Exempt	B8	A
5AH5	Asst Dep Dir, Conserv & Dev-Ex	B8	A
VCB1	Asst Dir Of Health Svcs	B8	A
AGB1	Asst Dir Of Human Resources-Ex	B8	A
XAD7	Asst Dir-Policy & Planning-Ex	B8	A
2KD3	Asst District Attorney-Exempt	B8	A
LBD4	Asst HS IT Dir-App Dev-Ex	B8	A
LBD2	Asst HS IT Dir-Customer Supp-E	B8	A
LBD7	Asst HS IT Dir-Info Security-E	B8	A
LBD3	Asst HS IT Dir-Infrastruct-Ex	B8	A
LBD1	Asst HS IT Dir-Project Mgmt-Ex	B8	A
25D2	Asst Public Defender-Exempt	B8	A
AJDP	Asst Risk Manager	B8	A
6XB2	Asst Sheriff-Exempt	BS	A
ADBA	Asst To The County Admin	B8	A
29TA	Attorney Advance-Chld Sppt Svc	B8	A
29VA	Attorney Basic-Child Sppt Svcs	B8	A
29WA	Attorney Entry-Child Sppt Svcs	B8	A
J996	BOS - Chief of Staff	B8	A
J995	BOS - Deputy Chief of Staff	B8	A
J993	BOS - Specialist I	B8	A
J994	BOS - Specialist II	B8	A
VPD4	CCHP Medical Director-Exempt	B8	A
VCB2	CCRMC Chief Exec Ofc - Exempt	B8	A
APD3	CHIEF OF ADMIN SVCS - PROJECT	C8	A
ADV1	Census Outreach Coordinator-Pj	D8	A
5ABD	Chf, Anex And Econ Stm Prog	B8	A
2ED2	Chief Asst County Counsel	B8	A
SMBA	Chief Asst Director/Dcss	B8	A

2KD2	Chief Asst District Attorney-E	B8	A
25D1	Chief Asst Public Defender	B8	A
AXD1	Chief Dep Public Admin-Exempt	B8	A
XAB1	Chief Deputy Director-Exempt	B8	A
NAB1	Chief Deputy Pw Director-Ex	B8	A
VCB3	Chief Executive Officer-CCHP-E	B8	A
6EH1	Chief Investigator Pd-Exempt	B8	A
VPS4	Chief Medical Officer - Exempt	B8	A
VWD2	Chief Nursing Officer-Exempt	B8	A
ADD8	Chief Of Labor Relations - Ex	B8	A
VWD1	Chief Operations Officer-Exemp	B8	A
6XF1	Chief Police-Contract Agncy-Ex	BS	A
ADS2	Chief Public Commun Officer-Ex	B8	A
VAB2	Chief Quality Officer-Exempt	B8	A
APD6	Chief of Admin Svcs I - Ex	B8	A
APD4	Chief of Admin Svcs II- Exempt	B8	A
VAD3	Chief of Plant Operations - Ex	B8	A
BKD1	Chief of Shelter Medicine-EX	B8	A
9JS3	Child Nutrt Food Oper Supv-Prj	C8	A
9CDA	Child Spprt Svcs Manager	B8	A
XAD5	Children And Family Svcs Dir-E	B8	A
9MH1	Children Svcs Mgr-Project	C8	A
2ETG	Civil Litig Atty-Advanced	B8	A
2ETE	Civil Litig Atty-Basic Lvl	B8	A
2ETF	Civil Litig Atty-Standard	B8	A
AJD2	Cnty Cmpln HIPAA Pvcy Ofcr -Ex	B8	A
AJA1	CoDir Race Equity Comm Emp -Ex	B8	A
AJA2	CoDir Race Equity Inter-Ag -Ex	B8	A
6XD2	Commander-Exempt	BS	A
CCD1	Community Svcs Director-Exempt	B8	A
9MS7	Comprehensive Svcs Asst Mgr-Pr	C8	A
9MS3	Comprehensive Svcs Man -Prj	C8	A
NAF1	County Surveyor-Exempt	B8	A
CJH3	Cs Mental Hlth Clin Supv-Proj	C8	A
6KD2	DA Adjutant Sr Inspectors-Ex	B1	A
6KD1	DA Chief Of Inspectors-Exempt	B1	A
6KDC	DA Dir Of Forensic & Tech Svcs	B1	A
6KNB	DA Lieutenant Of Inspectors	B1	A
JJHG	DA Office Manager	B8	A
J3T7	DA Program Assistant-Exempt	B8	A
APFB	DEPT HR SUPERVISOR	B8	A
APFA	DIR OFFICE OF REENTRY AND JUST	B8	A
4AD1	Dep Dir Of Conserv & Dev-Ex	B8	A
VCB4	Dep Dir of Health Svcs-Ex	B8	A
AJB1	Dep Dir of Risk Mgmt - Exe	B8	A
APSA	Departmental Fiscal Officer	B8	A
ARVA	Departmental HR Analyst I	B8	A
ARTA	Departmental HR Analyst II	B8	A
APG1	Dept HR Officer I-Exempt	B8	A
APG2	Dept HR Officer II-Ex	B8	A
ADSH	Deptl Comm & Media Rel Coord	B8	A
ALB2	Deputy Co Clerk-Recorder-Ex	B8	A

2ETK	Deputy Co Counsel-Advanced	B8	A
2ET3	Deputy Co Counsel-Advanced-Ex	B8	A
2ETH	Deputy Co Counsel-Basic	B8	A
2ET1	Deputy Co Counsel-Basic-Exempt	B8	A
2ETJ	Deputy Co Counsel-Standard	B8	A
2ET2	Deputy Co Counsel-Standard-Ex	B8	A
3AFE	Deputy Co Librarian	B8	A
ADH1	Deputy County Admin - Exempt	B8	A
5AB2	Deputy Dir Com Dev/Curr-Ex	B8	A
5AH2	Deputy Dir Com Dev/Trans-Ex	B8	A
ADD7	Deputy Director Of Orj-Project	C8	A
VCD2	Deputy Executive Dir/CCHP-Ex	B8	A
NAD0	Deputy Public Works Director-E	B8	A
VRG1	Dir Mktg/Mem Svcs & Pr-CCHP-Ex	B8	A
VQD4	Dir Of Mental Health Svcs-Ex	B8	A
VAD1	Dir Of Patient Fin Svcs-Exempt	B8	A
9BD1	Director Of Airports	B8	A
VLD1	Director Of Env Health Svcs-Ex	B8	A
VLD2	Director Of Haz Mat Program-Ex	B3	A
5AB1	Director Of Redevel-Exempt	B8	A
ADSB	Director Office Of Comm/Media	B8	A
XAD9	EHS Chief Financial Off - Ex	B8	A
XAD2	EHS Deputy Bureau Director-Ex	B8	A
XAD6	EHS Director Of Admin-Exempt	B8	A
5AH6	Economic Dev Manager - Exempt	B8	A
VAD2	Emerg Med Svcs Dir - Exempt	B8	A
AGVG	Employee Benefits Analyst	B8	A
AGSC	Employee Benefits Specialist	B8	A
AJDB	Equal Employment Oppt Officer	B8	A
J3V2	Exec Asst I To Co Adminis-Ex	B8	A
J3H2	Exec Asst II To Co Adminis-Ex	B8	A
J3T5	Exec Secretary-Exempt	B8	A
J3TJ	Executive Secretary-Dcss	B8	A
VPS2	Exempt Med Stf Podiatrist	FX	A
LBSE	Financial Systems Manager	B8	A
RAD1	Fire Dist Med Dir-Ex	B8	A
6CW1	Forensic Analyst-Project	D8	A
AGD4	HR Manager - Exempt	B8	A
AGSE	HR Systems Analyst	B8	A
AGTG	HR Systems Specialist	B8	A
AGDG	HRIS Administrator	B8	A
VAB3	HS Chief Financial Officer-EX	B8	A
APD5	HS PERS MANAGER-EX	B8	A
VASH	Health Equity Program Manager	B8	A
VRGC	Health Plan Dir Comp & Gov Rel	B8	A
VCS3	Health Plan Services Asst-Ex	B8	A
LBB3	Health Svcs IT Director-Ex	B8	A
AGTF	Human Resources Analyst	B8	A
AGDE	Human Resources Supervisor	B8	A
AG7B	Human Resources Technician	B8	A
LTD1	Info Sys Div Director-Ex	B8	A
7KGA	Inst Supervisor II	B2	A

ADS6	Labor Relations Analyst - Ex	B8	A
ADN2	Labor Relations Supervisor -Ex	B8	A
AD7C	Labor Relations Technician	B8	A
5ASF	Land Information Bus Ops Mngr	B8	A
AJHC	Leave Program Manager	B8	A
3KGA	Library Services Manager	B8	A
ADV2	Management Analyst-Exempt	B8	A
JJGE	Manager Of Law Offices	B8	A
VCA2	Medical Director	B8	A
APTD	ORJ SR PROG ANALYST	B8	A
SAHM	Payroll Systems Administrator	B8	A
AP7B	Personnel Technician	B8	A
AGNA	Principal HR Analyst	B8	A
7BFA	Probation Director	B2	A
7AGB	Probation Manager	B2	A
STD1	Procurement Svcs Manager-Ex	B8	A
ADS1	Public Information Officer	B8	A
AJH1	Risk Mgmt Training Coord-Prj	C8	A
AVD3	Sbdc Director-Project	C8	A
NSGA	Senior Land Surveyor	B8	A
ADTD	Senior Management Analyst	B8	A
J3T0	Sheriff's Executive Asst-Ex	B8	A
ADB5	Special Asst To The Co Admn-Ex	B8	A
ADD9	Sr Dep County Admin - Exe	B8	A
ADDH	Sr Deputy County Admnistrator	B8	A
4AB1	Sr Deputy Director, DCD	B8	A
2KD1	Sr Deputy District Attorney-Ex	B8	A
2ED3	Sr Financial Counsel - Exempt	B8	A
ADT4	Sr Labor Rel Analyst - Ex	B8	A
ADT3	Sr Mgt Analyst - Exempt	B8	A
29H1	Supervising Attorney-Dcss-Ex	B8	A
S5S3	Treasurer's Invest Officer-Ex	B8	A
6XB4	Undersheriff-Exempt	BS	A
XAD4	Workforce Inv Bd Exc Dir-Ex	B8	A
XAD3	Workforce Svcs Director-Exempt	B8	A

Exhibit B

Job Code	Classification	Barg Unit	Status
6CW1	Forensic Analyst-Project	D8	A
ADV1	Census Outreach Coordinator-Pj	D8	A
VPS2	Exempt Med Stf Podiatrist	FX	A

Exhibit C

Job Code	Classification	Barg Unit	Status
BAA1	Agricultural Com-Dir Wts/Meas	BD	A
DAA1	Assessor	A8	A
SAA1	Auditor-Controller	A8	A
ADA1	Bd Of Supvr Member	AS	A
96A1	COUNTY VETERANS SVC OFFICE	BD	A
ADB1	Chief Asst County Admin	BD	A
LTA1	Chief Info Off/Dir Of Info Tec	BD	A
ALA1	Clerk Recorder	A8	A
ADA2	County Administrator	BD	A
2EA1	County Counsel	BD	A
ADB6	County Finance Director-Ex	BD	A
3AAA	County Librarian	BD	A
7AA1	County Probation Officer-Ex	BD	A
4AA1	Dir Of Conservation & Devlp-Ex	BD	A
BJA1	Director Of Animal Serv-Exempt	BD	A
SMA1	Director Of Child Support Svcs	BD	A
VCA1	Director Of Health Services	BD	A
AGA2	Director Of Human Resources-Ex	BD	A
AJD3	Director of Risk Management-Ex	BD	A
XAA2	Director-EHSD-Exempt	BD	A
2KA1	District Attorney	A8	A
25A1	Public Defender	BD	A
NAA1	Pw Director	BD	A
6XA1	Sheriff-Coroner	A8	A
S5A1	Treasurer-Tax Collector	A8	A

Exhibit D

Department Head	Job Code	Chief Assistant Department Head	Job Code
Agricultural Commissioner - Director of Weights and Measures - Exempt	BAA1	Assistant Agricultural Commissioner and Sealer of Weights and Measures - Exempt	BAB1
Assessor	DAA1	Assistant County Assessor - Exempt	DAB1
Auditor - Controller	SAA1	Assistant County Auditor - Controller - Exempt	SAB1
Board of Supervisors Member	ADA1	Board of Supervisors - Chief of Staff	J996
Chief Information Officer and Director and Director of Information Technology - Exempt	LTA1	Assistant Chief Information Officer - Exempt	LTB1
Clerk Recorder	ALA1	Deputy County Clerk - Recorder - Exempt	ALB2
		Assistant County Registar - Exempt	ALB1
		Assistant County Clerk - Recorder - Exempt	ALB3
County Administrator	ADA2	Chief Assistant County Administrator - Exempt	ADB1
		County Finance Director - Exempt	ADB6
County Counsel	2EA1	Excluded Classification	
County Librarian	3AAA	Deputy County Librarian	3AFE
County Probation Officer - Exempt	7AA1	Assistant County Probation Officer - Exempt	7AB1
County Veterans' Services Officer - Exempt	96A1	Asst. County Veterans' Services Officer - Exempt	96B1
Director, Department of Conservation and Development - Exempt	4AA1	Senior Deputy Director, Department of Conservation and Development - Exempt	4AB1
		Deputy Director Community Development - Transportation - Exempt	5AH2
		Deputy Director, Department of Conservation and Development - Exempt	4AD1
Director of Employment and Human Services - Exempt	XAA2	Chief Deputy Director - Exempt	XAB1
		Aging and Adult Services Director - Exempt	XQD2
		Children and Family Sevices Director - Exempt	XAD5
		Community Services Director - Exempt	CCD1
		Workforce Services Director - Exempt	XAD3
		Workforce Investment Board Executive Director - Exempt	XAD4
Director of Animal Services - Exempt	BJA1	No Chief Assistant	
Director of Child Support Services - Exempt	SMA1	Chief Asst. Director of Child Support Services	SMBA
Director of Health Services	VCA1	Deputy Director of Health Services - Exempt	VCB4
Director of Human Resources - Exempt	AGA2	Asst. Director of Human Resources - Exempt	AGB1
Director of Risk Management - Exempt	AJD3	Deputy Director of Risk Management - Exempt	AJB1
District Attorney	2KA1	Excluded Classification	

Public Defender	25A1	Excluded Classification	
Public Works Director	NAA1	Chief Deputy Public Works Director - Exempt	NAB1
Sheriff - Coroner	6XA1	Undersheriff - Exempt	6XB4
Treasurer - Tax Collector	S5A1	Assistant County Tax Collector - Exempt	S5D1
		Assistant County Treasurer - Exempt	S5B4

Exhibit E

Job Code	Classification	Barg Unit	Status
6XB2	Asst Sheriff-Exempt	BS	A
6XF1	Chief Police-Contract Agncy-Ex	BS	A
6XD2	Commander-Exempt	BS	A
6XA1	Sheriff-Coroner	A8	A
6XB4	Undersheriff-Exempt	BS	A

Job Code	Classification	Barg Unit	Status
2KTA	Deputy District Attorney III	MA	A
2KTB	Deputy District Attorney IV	MA	A
2KVA	Deputy District Attorney II	MA	A
2KWA	Deputy District Attorney I	MA	A
29TA	Attorney Advance-Chld Sppt Svc	B8	A
29VA	Attorney Basic-Child Sppt Svcs	B8	A
2ET1	Deputy Co Counsel-Basic-Exempt	B8	A
2ET2	Deputy Co Counsel-Standard-Ex	B8	A
2ET3	Deputy Co Counsel-Advanced-Ex	B8	A
2ETE	Civil Litig Atty-Basic Lvl	B8	A
2ETF	Civil Litig Atty-Standard	B8	A
2ETG	Civil Litig Atty-Advanced	B8	A
2ETH	Deputy Co Counsel-Basic	B8	A
2ETJ	Deputy Co Counsel-Standard	B8	A
2ETK	Deputy Co Counsel-Advanced	B8	A
25D1	Chief Asst Public Defender	B8	A
25D2	Asst Public Defender-Exempt	B8	A
29H1	Supervising Attorney-Dcss-Ex	B8	A
29WA	Attorney Entry-Child Sppt Svcs	B8	A
2ED1	Asst County Counsel-Exempt	B8	A
2ED3	Sr Financial Counsel - Exempt	B8	A
2KD1	Sr Deputy District Attorney-Ex	B8	A
2KD2	Chief Asst District Attorney-E	B8	A
2KD3	Asst District Attorney-Exempt	B8	A
2ED2	Chief Asst County Counsel	B8	A

Barg Unit	Classification
CC	CS Child Devlpmt Mgmt-Project
CH	CS Head Start Mgmt-Project
CL	CS Living Free Mgmt-Project
XJ	D.A. Investigators Unit
VA	DSA Non-Sworn Mgmt Unit
VN	Deputy Sheriff's Unit-NonSworn
VH	Deputy Sheriff's Unit-Sworn
MA	District Attorneys' Unit
QC	Fam/Chld Svs Site Supv Unit
4N	Fire Supression & Prevn Unit
C8	Management Project-Other
BT	Merit System Fixed Term Mgmt
B8	Mgmt Classes-Classified & Exem
BD	Mgmt Classified & Ex Dept Head
1X	Phys & Dnts & Optometrist Unit
1P	Physicians and Dentists Unit
51	Professional Engineers Unit
LT	Public Health Nurse Unit
L3	Registered Nurses Unit
B1	Safety Unrep District Attorney
B3	Safety Unrep Misc Classes
B2	Safety Unrep Probation Classes
2I	Service Line Supervisors Unit
BS	Sheriff's Sworn Executive Mgmt
V#	Sheriff's Sworn Mgmt Unit
FS	Unrep Cl & Ex Student Workers
FK	Unrep Cl & Ex-Com Svcs Other
FT	Unrep Cl & Ex-Fixed Term
FW	Unrep Cl & Ex-Sworn Peace Offc
F8	Unrep Classified & Exempt-Othr
FH	Unrep Hd Start Classified & Ex
F2	Unrep Property Appraisers
DC	Unrepresented Child Dev-Proj
DH	Unrepresented Head Start-Proj
DL	Unrepresented Living Free-Proj
DP	Unrepresented PIC Special-Proj
D8	Unrepresented Proj Class-Other

BENEFITS FOR UNREPRESENTED TEMPORARY AND PER DIEM EMPLOYEES

1. Definitions

1.10 Temporary Employment: Any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.

1.11 Per Diem Employment: Per diem employment is any employment that requires the services of a person on a daily basis, and that person is paid on an hourly basis and his/her classification has "per diem" in its title.

1.12 Covered Units: This Appendix I applies to anyone who is a temporary or per diem employee in one of the units listed on Exhibit G.

2. Days and Hours of Work

2.10 Schedule: Temporary and per diem employees are eligible to work a maximum of twenty five (25) hours per week with the exception of the following:

1. Employees assigned to the Attorney classifications listed in Exhibit F.

2. Employees assigned to a classification listed in Exhibit G in unit BD-Management, Classified and Exempt Department Heads.

3. Employees assigned to the classifications of: Deputy Sheriff-Per Diem (6XWC); District Attorney Senior Inspector (6KVA); District Attorney Senior Inspector Welfare Fraud (6KVD); and District Attorney Inspector-Welfare Fraud (6KWF).

4. Employees in the Health Services Department assigned to the classifications of: Nursing Shift Coordinator-Per Diem (VWHD); temporary Exempt Medical Staff Physician (VPW9); Administrative Intern (AP9A), but only if working in the Mental Health Program; Ambulatory Care Provider-Exempt (VPT1); Dentist-Exempt (VPT2); Emergency Medicine-Exempt (VPS3); Hospitalist-Exempt (VPT3); OBGYN-Full Spectrum-Exempt (VPS5); OBGYN-FM Adv Obstetrics-Exempt (VPS6); Optometrist-Exempt (VPS7); Oral Surgeon-Exempt (VPS8); Pathologist-Exempt (VPT7); Pediatrician-Ambulatory-Exempt (VPS9); Pediatrician-Hospitalist-Exempt (VPS0); Primary Care Provider-Exempt (VPT5); Primary Care Provider-Limited-Exempt (VPT6); Psychiatrist-Adult-Exempt (VPT8); Psychiatrist-Pediatric-Exempt (VPT9); and Psychiatrist-Emg/Svs/Detention-Exempt (VPT0).

5. Employees in the Public Defender's Office assigned to the classification of Student Intern (998E), but only while such employees are working on death penalty cases.

6. Student Interns (998 A-E) may work up to twenty (20) hours per week, except for summer break. During summer break, Student Interns may work up to forty (40) hours per week for up to twelve (12) weeks. For purposes of this section 2.10, "summer break" means May through September.

7. Retiree temporary employees.

8. Employees in the Contra Costa County Fire Protection District assigned to the classification of Fire Control Worker (RBW2)

2.11 Workweek: The workweek begins at 12:01 a.m. on Monday and ends at 12 midnight on Sunday.

2.12 Time Reporting/Time Stamping: Temporary and per diem employees must timestamp in and out as they begin their work shifts, finish their work shifts, and take meal periods.

3. Salary Administration-Payment

3.10 Hourly Rate: The hourly rate paid to temporary and per diem employees will be the "1.00 hourly rate" calculated on the salary schedule by dividing the unrounded monthly salary at any step by 173.33.

3.11 New Employee Step: Except as otherwise permitted in deep class resolutions, temporary and per diem employees will generally be appointed at the minimum step of the salary range established for the particular class to which the appointment is made. However, the Human Resources Director may authorize an appointing authority to make a particular temporary appointment at a step above the minimum of the range.

3.12 Payment: Temporary and per diem employees are paid on the 10th of each month for the previous month (16th to end of the month) and on the 25th of each month for the 1st to the 15th of the current month. Temporary and per diem employees require "Positive" reporting of all hours to be paid.

3.13 Pay Warrant Errors: If an employee receives a pay warrant which has an error in the amount of compensation to be received and if this error occurred as a result of a mistake by the Auditor-Controller's Office, it is the policy of the

Auditor-Controller's Office that the error will be corrected and a new warrant issued within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays from the time the department is made aware of and verifies that the pay warrant is in error.

Pay errors discovered by the County in employee pay will be corrected prospectively as soon as possible as to current pay rate.

No recovery of either overpayments or underpayments to an employee will be made retroactively except for the six (6) month period immediately preceding discovery of the pay error. This provision will apply regardless of whether the error was made by the employee, the Appointing Authority or designee, the Director of Human Resources or designee, or the Auditor-Controller or designee. Recovery of fraudulently accrued over or underpayments are excluded from this section for both parties.

The County will notify an employee of an overpayment and repayment schedule.

When the County notifies an employee of an overpayment and a proposed repayment schedule, the employee may accept the proposed repayment schedule or may request a meeting through the County Human Resources Department. If requested, a meeting shall be held to determine a repayment schedule which shall be no longer than three (3) times the length of time the overpayment occurred.

3.14 Overtime Pay: Temporary and per diem employees will be paid overtime pay in accordance with the Fair Labor Standards Act method for computing overtime for any authorized work performed in excess of forty (40) forty hours per week. Work performed does not include non–worked hours.

4. Salary Increments within Range

4.10 Increment Eligibility and Salary Review: All temporary and per diem employees will accumulate a record of straight time hours worked for the purpose of a salary review to determine whether the employee will be advanced to the next higher salary step in the salary range for the classification. Advancement to a higher step will be granted only on the affirmative recommendation of the appointing authority, based on satisfactory performance by the employee. The appointing authority may recommend either granting or denying the salary increment for the increment.

Temporary and per diem employees hired at Step 1 of the salary range for their classification will be eligible for a salary review as described above after

completion of 1040 straight time hours worked. Employees will be eligible for additional salary review after accumulation of an additional 2080 straight time hours.

No provision of this section will be construed to make the granting of salary increments mandatory on the County.

4.11 Frequency of Increments: Increments within range will not be granted more frequently than once per every 2080 straight time hours worked by a temporary or a per diem employee.

4.12 Effective Date: Step increases resulting from an approved salary review will be effective the first of the month following completion of 2080 straight time hours worked and return of the salary review report to the Human Resources Department.

5. Special Pays and Benefits

Temporary and per diem employees, other than physicians, may be eligible for certain special types of pays and benefits, in addition to wages, under specifically defined circumstances. Those special pays and benefits that are applicable to certain temporary and per diem employees are specified under this Section 5 “Special Pay and Benefits.” If a special pay or benefit is not listed in this Appendix then that special pay or benefit does not apply to temporary or per diem employees.

5.10 Overtime Pay Nursing Shift Coordinator- Per Diem (VWHD): Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who work on a holiday are entitled to receive overtime pay at the rate of one and one-half (1.5) times his/her hourly rate for all hours worked on the holiday, up to a maximum of eight (8) hours.

5.11 Shift Differential: Temporary employees in the classification of Student Worker (999E) and per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of five percent (5%) of base rate of pay when the employee is scheduled to work for four (4) or more hours between 5:00p.m. and 9:00a.m.

In order to receive the shift differential, the employee must start work between the hours of midnight and 5:00a.m. or between 11:00a.m. and midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee’s scheduled workday will count towards qualifying for the shift differential, but the employee will not be paid the shift differential on any excess hours worked.

5.12 Evening Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of twelve (12%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 5:00 p.m. and 11:00 p.m. In order to receive the shift differential the employee must start work between 11:00 a.m. and 12:00 midnight on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

5.13 Night Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) and a per diem employee in the classification of Nursing Shift Coordinator- Per Diem (VWHD) will receive a shift differential of fifteen percent (15%) of the employee's base hourly rate of pay for the employee's entire shift designation when the employee works four (4) or more hours between 11:00 p.m. and 9:00 a.m. In order to receive the shift differential the employee must start work between the hours of 7:00 p.m. and 12:00 midnight or 12:00 midnight and 8:00 a.m. on the day the shift is scheduled to begin. Hours worked in excess of the employee's shift designation will count towards qualifying for the shift differential but the employee will not be paid the shift differential on any hours worked in excess of the employee's shift designation.

5.14 Weekend Shift Differentials: Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may receive a shift differential of five percent (5%) of the employee's base hourly rate of pay for all hours worked on a Saturday. Said five percent (5%) differential will not apply to an overtime hours worked on Saturday.

Temporary employees in the classifications Library Student Assistant-Exempt (3KW2) and Library Aide-Exempt (3KW4) may receive a shift differential of seven and one-half percent (7.5%) of the employee's based rate of pay for all hours worked on a Sunday. Said seven and one-half percent (7.5%) differential will not apply to overtime hours worked on Sundays.

5.15 Hospital and Clinics Division Weekend Shift Differential: Temporary employees in the classification of Family Nurse Practitioner (VWSB) who work in the Hospital and Clinic divisions will be paid an additional ten dollar ($10.00) per

hour if assigned a shift within the following timeframe, FRI 11PM TO SUN 11PM.

5.16 Morning Watch Shift Differential: Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive Morning Watch Shift Differential of three percent (3%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between the hours of 0000 and 0800.

The Morning Watch is defined as time worked between the hours of 0000 hours and 0800 hours.

5.17 Evening Watch Shift Differential: Temporary employees in the classification of Dispatcher I (64WK) and Dispatcher II (64WM) may receive an Evening Watch Shift Differential of five percent (5%) of base rate of pay for the employee's entire scheduled shift when the employee works four (4) or more hours between 1600 and 0000 hours.

The Evening Watch is defined as time worked between 1600 hours and 0000 hours.

Hours worked in excess of the employee's scheduled workday will count toward qualifying for the Morning Watch Shift Differential and Evening Watch Shift Differential, but the employee will not be paid the differential on any excess hours worked.

5.18 Code Gray/STAT Team Differential: Per Diem employees in the classification of Nursing Shift Coordinator- Per Diem (VWHD) who are assigned by hospital administration to respond to emergency Code Gray calls as a member of the STAT Team are entitled to a differential of ten percent (10%) of the employee's base rate of pay (not including differentials).

5.19 School Security Detail: Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to events held within the San Ramon Valley School district will receive $20.00 per hour.

5.20 County Fair Assignment: Temporary employees in the classification of Deputy Sheriff Reserve (6XW3) who are assigned to the annual Contra Costa County Fair will receive $25.00 per hour.

5.21 Sheriff's Office Specialized Per Diem Classification Pay. The base rate of pay of the classifications of Deputy Sheriff-Per Diem (6XWC) and Law Enforcement

Training Instructor-Per Diem (64WB) will be increased at the same time and at the same percentage as that of the Deputy Sheriff-40 Hour (6XWA) classification.

6. Special Pays for Temporary Physicians

6.10 Clinical On-Call. A temporary physician is eligible for Clinical On-Call pay when assigned to on-call obligations by the Appointing Authority or his/her designee. Clinical On-Call pay will be paid at the rate of twenty-eight dollars ($28) per hour for each hour of designated on-call period. The on-call pay ends if the physician is called back and returns to work during the on-call period.

6.11 Nocturnist Pay. A temporary physician performing work in the classifications of Emergency Medicine-Exempt, Hospitalist-Exempt, OBGYN-Full Spectrum-Exempt, OBGYN-FM Advanced Obstetrics-Exempt, Pediatrician-Hospitalist-Exempt, and Psychiatrist-Emergency Services Detention-Exempt, is eligible for fifty dollars ($50) for each hour worked between 11:00 p.m.- 7:00 a.m. Monday through Thursday; and for each hour worked between 9:00 p.m. – 7:00 a.m. on Friday, Saturday, Sunday, Holidays, December 24, and December 31.

7. Sick Leave

Refer to Administrative Bulletin 413 “40-Hour Sick Leave Benefit.”

8. Workers’ Compensation

Workers’ Compensation benefits will be provided pursuant to State Law.

9. Health Benefit Access for Employees Not Otherwise Covered

To access County health plans, an employee who is not otherwise eligible for health coverage by the County must be eligible to receive an offer of coverage from the County under the federal Patient Protection and Affordable Care Act (“ACA”)(42 U.S.C. § 18081). Employees eligible to receive an offer of coverage (and qualified dependents) will be offered access to County health insurance plans. Employees will be responsible for the full premium cost of coverage.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4784 **Agenda Date:** 11/18/2025 **Agenda #:** C.28.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Public report of litigation settlement agreements that became final during the period October 1, 2025, through October 31, 2025.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE public report of litigation settlement agreements that became final during the period October 1, 2025, through October 31, 2025.

FISCAL IMPACT:

Settlement amounts are listed below.

BACKGROUND:

One agreement to settle pending litigation, as defined in Government Code section 54956.9, became final during the period October 1, 2025, through October 31, 2025.

Hinkle, et al. v. Baass, et al.; U.S. District Court, Northern District of California, Case No. 3:18-cv-06430 MMC: On October 22, 2024, the Board of Supervisors approved a settlement in this class action lawsuit against Contra Costa, Alameda, and San Diego counties and the State of California involving Medi-Cal communications for individuals who are visually impaired/blind. As part of the settlement, the County will be responsible for implementing alternative format information and communications provided by the State's Department of Health Care Services but is not responsible for any monetary payment to plaintiffs or their attorneys. The Board approved the settlement in closed session by a vote of 5-0. The settlement agreement was fully executed on November 8, 2024, and it received final approval by the Court on October 3, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

The report would not be accepted.

cc: Monika L. Cooper, Assistant County Counsel; Karen Caoile, Director of Risk Management

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4785 **Agenda Date:** 11/18/2025 **Agenda #:** C.29.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Conflict of Interest Code for the Office of the Public Defender

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Conflict of Interest Code for the Office of the Public Defender.

FISCAL IMPACT:

None.

BACKGROUND:

The Office of the Public Defender has adopted a new Conflict of Interest Code and submitted the new code, attached as Exhibit A, to the Board for approval pursuant to Government Code sections 87306 and 87306.5.

The adoption of this new conflict of interest code for the Office of the Public Defender satisfies the requirements for such a code under state law by incorporating the provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission and by specifying disclosure categories and designated positions that must file statements of economic interests.

CONSEQUENCE OF NEGATIVE ACTION:

None.

cc: Monica Nino, Clerk of the Board of Supervisors; Hannah M. Shafsky, Deputy County Counsel; Mary Ann Rensch, Chief of Administrative Services, Office of the Public Defender

CONFLICT OF INTEREST CODE

for the

OFFICE OF THE PUBLIC DEFENDER

This Conflict of Interest Code is promulgated under the authority of the Political Reform Act, Government Code §81000, et seq., which requires all state and local government agencies to adopt and promulgate conflict of interest codes. Section 18730 of Title 2, Division 6 of the California Code of Regulations, as adopted by the Fair Political Practices Commission (FPPC) contains the terms of a standard conflict of interest code, which may be incorporated by reference and may be amended by the FPPC after public notice and hearings to conform to amendments in the Political Reform Act.

Therefore, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations and any amendments to it duly adopted by the FPPC are hereby incorporated by reference and, along with the below stated Disclosure Categories, constitute the Conflict-of-Interest Code of the Public Defender's Office of Contra Costa County.

All designated employees required to submit a statement of economic interests (Form 700) will file the original with the Department's Filing Officer. In the case of agency heads and the members of boards and commissions, the Filing Officer will make and retain a copy of the statement and forward the original to the Clerk of the Board of Supervisors.

DESIGNATED POSITIONS

CLASS/JOB CODE TITLE	ASSIGNED CATEGORY
Public Defender*	1
Chief Assistant Public Defender*	1
Chief of Administrative Services*	1

*The Public Defender will determine in writing whether a consultant is hired to perform a range of duties that require the consultant to comply with the disclosure requirements. The written determination is a public record, and the Filing Officer will retain the determination for public inspection.

DISCLOSURE CATEGORIES

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the income or source of income may foreseeably be affected materially by any decision made or participated in by the designated employee by virtue of the employee's position.

1. Designated Employees in Category "1" must report:

   a. All investments, interests in real property, and income, and any business entity in which the employee is a director, officer, partner, trustee, employee, or hold any position in management. Financial interests are reportable only if located within Contra Costa County or if the business entity is doing business or planning to do business in the County (and such plans are known by the designated employee) or has done business within the County at any time during the two years prior to the filing of the statement.

   b. Investments in any business entity, and income from any source and status as a director, officer, partner, trustee, employee, or hold of a position of management in any business entity, which has within the last two years contracted or foreseeably may contract with Contra Costa County, or with any special district or other public agency within the County, to provide services, supplies, materials, machinery or equipment to such County, district, or public agency.

2. Designated Employees in Category "2" must report:

   Investments in any business entity, income from any source and status as a director, officer, partner, trustee, employee or holder of a position of management in any business entity, which has within the last two years contracted, or foreseeably may contract, with Contra Costa County to provide services, supplies, materials, machinery or equipment to the Office of the Public Defender.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4878 **Agenda Date:** 11/18/2025 **Agenda #:** C.30.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Employment Human Services Budget Rebalance - FY 25/26

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-25-00166 authorizing revenue and expenditure adjustments to the Employment and Human Services Department's Administrative Bureau, Children and Family Services Bureau, Aging and Adult Services Bureau, Workforce Services Bureau, Workforce Development Board and Community Services Bureau as part of the EHSD's FY 2025/26 Budget Rebalance (Mid-Year Adjustment) as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
The Employment and Human Services Department, as part of the FY 2025/26 budget rebalancing, has identified the need for updates to the FY 2025/26 budget to better align the revenue and expenditure expectations for FY 2025/26. There is a redistribution in the expenditure and revenue budgets within each bureau; Administrative Bureau (0501) at $7,300,000, Children and Family Services Bureau (0502) at $22,418,903, Aging and Adult Service Bureau (0503) at $7,820,417 Workforce Services Bureau (0504) at $75,100,524, Workforce Development Board (0583) at $14,333,056, and Community Services Bureaus (0588 and 0589) at $8,090,126 with a total rebalance between the revenue and expenditure budgets of $135,063,026 for EHSD. There is no change to the net county cost for FY 2025/26.

BACKGROUND:
This action is to adjust the revenue and expenditure budgets to more accurately reflect budgetary requirements for the Administrative Bureau (0501), Children and Family Services Bureau (0502), Aging and Adult Services Bureau (0503), Workforce Services Bureau (0504), Workforce Development Board (0583) and Community Services Bureaus (0588 and 0589) for FY 2025/26. The Employment and Human Services Department, as part of the FY 2025/26 budget rebalancing, has identified the need for updates to the FY 2025/26 budget to better align the revenue and expenditure expectations for FY 2025/26.

CONSEQUENCE OF NEGATIVE ACTION:

Appropriations will not be properly reflected in the FY 2025/26 budget.

CHILDREN'S IMPACT STATEMENT:
The Employment and Human Services Department supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by effectively managing the budgets for each bureau within EHSD.

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 11/05/2025 : BDA-25-00166

Company Contra Costa County
Budget Template Operating Budget : FY 2025-26 Operating Budget
Budget FY 2025-26 Operating Budget
Organizing Dimension Type
Amendment ID BDA-25-00166
Amendment Date 11/05/2025
Description Mid-Year Budget Amendment
Amendment Type Appropriation / Estimated Revenue Adjustment
Balanced Amendment Yes
Entry Type Mid-Year Adjustments
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	5450 EHS WORKFORCE SVCS ADMIN	100300 GENERAL	$0.00	$1,500,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3313:COUNTY AID BASIC	5101 ADMINISTRATION (Home Org)	5254 CFS EA FOSTER CARE PMTS	100300 GENERAL	$0.00	$137,533.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2314:CONTRACTED TEMPORARY HELP	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$70,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3313:COUNTY AID BASIC	5101 ADMINISTRATION (Home Org)	5274 ADULT SVCS GA ASSISTANCE	100300 GENERAL	$0.00	$1,168,727.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMENT FUND	$5,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1015:DEFERRED COMP CTY CONTRB	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMENT FUND	$17,500.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$0.00	$116,291.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3311:FEDERAL AID	5101 ADMINISTRATION (Home Org)	5422 WFRC DEV REFUGEE ASSIST	100300 GENERAL	$0.00	$755,586.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$1,169,901.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$0.00	$165,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$74,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$206,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$12,397,759.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$0.00	$7,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMEN T FUND	$0.00	$2,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$134,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$100,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$300,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3312:STATE AID, 2011 REALIGN	5101 ADMINISTRATION (Home Org)	5421 TANF CASH ASSISTANCE	100300 GENERAL	$21,427,125.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$360,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$85,268.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3318:CHILD DAY CARE AID	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$115,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9552:FED AID COMM SVCS ADMIN	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$950,725.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9258:ADMIN STATE-OTHER	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$1,974,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	3611:INTERFUND EXP - GOV/GOV	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$0.00	$2,369,474.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9281:ADMIN-STATE HEALTH MISC	5101 ADMINISTRATION (Home Org)	5308 COMM SVCS BLK GRANT	100300 GENERAL	$698,345.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5314 ADULT SVCS GA ADMIN	100300 GENERAL	$2,018,576.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$106,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$102,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9421:ST AID CHILD DAY CARE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$0.00	$394,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$0.00	$200,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9951:REIMBURSEMENTS - GOV/GOV	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMEN T FUND	$394,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3311:FEDERAL AID	5101 ADMINISTRATION (Home Org)	5254 CFS EA FOSTER CARE PMTS	100300 GENERAL	$0.00	$287,802.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$95,948.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$200,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2131:MINOR FURNITURE/EQUIPMENT	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$0.00	$10,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2467:TRAINING & REGISTRATIONS	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$51,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3311:FEDERAL AID	5101 ADMINISTRATION (Home Org)	5251 CFS FC ASSISTANCE PMTS	100300 GENERAL	$0.00	$1,198,749.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$300,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$6,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$19,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5456 WFS CALFRESH ELIGIBILITY	100300 GENERAL	$5,150,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	9281:ADMIN-STATE HEALTH MISC	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$690,980.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5273 ADULT SVCS IHSS CGF PMTS	100300 GENERAL	$0.00	$500,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$0.00	$429,241.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2315:DATA PROCESSING SERVICE	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$170,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9465:ADMIN FEDERAL-OTHER	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$811,857.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$80,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3313:COUNTY AID BASIC	5101 ADMINISTRATION (Home Org)	5251 CFS FC ASSISTANCE PMTS	100300 GENERAL	$0.00	$1,239,887.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$100,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2281:MAINTENANCE OF BUILDINGS	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$0.00	$60,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMENT FUND	$0.00	$1,892,401.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	1499 COST ALLOCATION PLAN COST	100300 GENERAL	$51,200.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2262:BLDG OCCUPANCY COSTS	5101 ADMINISTRATION (Home Org)	5330 EHS ADULT & AGING ADMIN	100300 GENERAL	$400,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3314:STATE AID	5101 ADMINISTRATION (Home Org)	5421 TANF CASH ASSISTANCE	100300 GENERAL	$0.00	$12,472,335.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2100:OFFICE EXPENSE	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$30,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$120,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2477:ED SUPPLIES AND COURSES	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$50,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMENT FUND	$160,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$4,780,004.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	3312:STATE AID, 2011 REALIGN	5101 ADMINISTRATION (Home Org)	5251 CFS FC ASSISTANCE PMTS	100300 GENERAL	$0.00	$662,385.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5459 WKFCE SVCS GA ELIG	100300 GENERAL	$0.00	$4,164,918.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2315:DATA PROCESSING SERVICE	5101 ADMINISTRATION (Home Org)	5308 COMM SVCS BLK GRANT	100300 GENERAL	$20,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$614,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$200,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2284:REQUESTED MAINTENANCE	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$0.00	$150,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$0.00	$1,603,268.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$7,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5456 WFS CALFRESH ELIGIBILITY	100300 GENERAL	$0.00	$18,302,453.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$70,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2340:OTHER INTRDPTMNTL CHARGES	5101 ADMINISTRATION (Home Org)	5309 ADULT PROTECTIVE SVCS	100300 GENERAL	$0.00	$1,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$0.00	$5,550,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$0.00	$6,078,364.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$5,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2284:REQUESTED MAINTENANCE	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$198,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3321:AB85 STATE MAP AID	5101 ADMINISTRATION (Home Org)	5421 TANF CASH ASSISTANCE	100300 GENERAL	$0.00	$594,173.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2314:CONTRACTED TEMPORARY HELP	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$25,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2490:MISC SERVICES & SUPPLIES	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$12,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	3313:COUNTY AID BASIC	5101 ADMINISTRATION (Home Org)	5252 CFS AAP ASSISTANCE PMTS	100300 GENERAL	$0.00	$404,419.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3314:STATE AID	5101 ADMINISTRATION (Home Org)	5251 CFS FC ASSISTANCE PMTS	100300 GENERAL	$733,657.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1063:UNEMPLOYMENT INSURANCE	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$15,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$2,000,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2340:OTHER INTRDPTMNTL CHARGES	5101 ADMINISTRATION (Home Org)	5273 ADULT SVCS IHSS CGF PMTS	100300 GENERAL	$7,101,814.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2340:OTHER INTRDPTMNTL CHARGES	5101 ADMINISTRATION (Home Org)	5314 ADULT SVCS GA ADMIN	100300 GENERAL	$0.00	$3,500,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5610 SLINGSHOT	100300 GENERAL	$10,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMENT FUND	$187,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9951:REIMBURSEMENTS - GOV/GOV	5101 ADMINISTRATION (Home Org)	5308 COMM SVCS BLK GRANT	100300 GENERAL	$634,811.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1070:WORKERS COMPENSATION INS	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$45,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$20,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1014:PERMANENT OVERTIME	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$320,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1070:WORKERS COMPENSATION INS	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$45,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$16,390,149.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3311:FEDERAL AID	5101 ADMINISTRATION (Home Org)	5421 TANF CASH ASSISTANCE	100300 GENERAL	$0.00	$14,853,207.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1822 OPERATION-CCTR	111600 CHILD DEVELOPMEN T FUND	$0.00	$626,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9258:ADMIN STATE-OTHER	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$202,964.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9465:ADMIN FEDERAL-OTHER	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$6,218,288.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$190,509.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5311 ADULT SVCS IHSS ADMIN	100300 GENERAL	$5,178,862.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1802 OPERATION/CSPP-FD	111600 CHILD DEVELOPMENT FUND	$0.00	$394,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$703,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3313:COUNTY AID BASIC	5101 ADMINISTRATION (Home Org)	5273 ADULT SVCS IHSS CGF PMTS	100300 GENERAL	$5,575,440.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$0.00	$416,106.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2250:RENTS & LEASES -EQUIPMENT	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMENT FUND	$16,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3312:STATE AID, 2011 REALIGN	5101 ADMINISTRATION (Home Org)	5252 CFS AAP ASSISTANCE PMTS	100300 GENERAL	$0.00	$1,207,462.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3314:STATE AID	5101 ADMINISTRATION (Home Org)	5254 CFS EA FOSTER CARE PMTS	100300 GENERAL	$287,489.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1448 CSD LIHEAD PG&E ASSIST	100300 GENERAL	$0.00	$145,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2160:CLOTHING & PERSONAL SUPPL	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$10,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5330 EHS ADULT & AGING ADMIN	100300 GENERAL	$6,000,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5278 ADULT SVCS AGNG BASE PRG	100300 GENERAL	$1,850,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1019:COMP & S D I RECOVERIES	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$18,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$60,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$437,278.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2102:BOOKS-PERIODICLS-SUBSCRPT	5101 ADMINISTRATION (Home Org)	1432 HS OPERATIONS	100300 GENERAL	$0.00	$9,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3318:CHILD DAY CARE AID	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$2,288,447.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1042:F.I.C.A.	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$23,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	1499 COST ALLOCATION PLAN COST	100300 GENERAL	$914,878.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5691 MOB-LABS GRANT	100300 GENERAL	$0.00	$30,200.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5687 WIA YOUTH ADM	100300 GENERAL	$0.00	$30,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$0.00	$588,551.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$120,207.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$30,210.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$0.00	$50,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5672 ENTRPRSE ZONE VCHR REV	100300 GENERAL	$50,250.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	9966:MISC GRANTS & DONATIONS	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$0.00	$211,905.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$0.00	$511,312.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5691 MOB-LABS GRANT	100300 GENERAL	$30,200.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$201,627.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5683 CAREER PATHWAYS TRUST-CPT	100300 GENERAL	$182,561.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5687 WIA YOUTH ADM	100300 GENERAL	$30,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9966:MISC GRANTS & DONATIONS	5101 ADMINISTRATION (Home Org)	5672 ENTRPRSE ZONE VCHR REV	100300 GENERAL	$0.00	$40,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5683 CAREER PATHWAYS TRUST-CPT	100300 GENERAL	$0.00	$182,561.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5672 ENTRPRSE ZONE VCHR REV	100300 GENERAL	$24,750.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$10,500.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5667 REGIONAL TRAING ORGANIZER	100300 GENERAL	$0.00	$151,627.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5688 WIA YOUTH PROG	100300 GENERAL	$578,051.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$66,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5672 ENTRPRSE ZONE VCHR REV	100300 GENERAL	$0.00	$35,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$0.00	$603,973.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$258,271.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$40,702.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5665 REGIONAL DEA GRANT	100300 GENERAL	$0.00	$165,335.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5665 REGIONAL DEA GRANT	100300 GENERAL	$0.00	$318,376.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$160,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5665 REGIONAL DEA GRANT	100300 GENERAL	$483,711.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5666 REGIONAL IMPLMNTN GRANT	100300 GENERAL	$145,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$0.00	$644,309.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$154,309.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$0.00	$100,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$406,621.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5656 WIA DISLOCATED WORKER PGM	100300 GENERAL	$183,379.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5655 WIA DISLOCATED WORKER ADM	100300 GENERAL	$0.00	$30,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5655 WIA DISLOCATED WORKER ADM	100300 GENERAL	$30,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5650 SBDC SBA	100300 GENERAL	$215,563.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5650 SBDC SBA	100300 GENERAL	$0.00	$215,563.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1044:RETIREMENT EXPENSE	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$0.00	$1,200,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$1,075,604.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5273 ADULT SVCS IHSS CGF PMTS	100300 GENERAL	$0.00	$1,651,690.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	5452 CALWKS/WTW/CL/CCC ELIG	100300 GENERAL	$0.00	$5,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	1874 CALWORKS STAGE 2 CENTER	111600 CHILD DEVELOPMEN T FUND	$98,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5216 CFS CHILD WELFARE SVCS	100300 GENERAL	$1,000,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1060:EMPLOYEE GROUP INSURANCE	5101 ADMINISTRATION (Home Org)	1462 EARLY HS OPERATIONS	100300 GENERAL	$107,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3311:FEDERAL AID	5101 ADMINISTRATION (Home Org)	5252 CFS AAP ASSISTANCE PMTS	100300 GENERAL	$0.00	$1,511,292.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	5101 ADMINISTRATION (Home Org)	5674 ADDITIONAL ASSISTANCE	100300 GENERAL	$69,522.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$305,223.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2340:OTHER INTRDPTMNTL CHARGES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$16,347.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2328:ADMINISTRATIVE SERVICE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$100,332.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2315:DATA PROCESSING SERVICE	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$20,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$154,349.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	2303:OTHER TRAVEL EMPLOYEES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$15,147.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$44,738.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2190:PUBLICATNS & LEGL NOTICES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$3,190.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2150:FOOD	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$2,500.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$96,425.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1043:RET EXP-PRE 1997 RETIREES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$6,837.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1013:TEMPORARY SALARIES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$96,425.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	5619 PIC HOLDING	100300 GENERAL	$0.00	$6,837.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$0.00	$233,910.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$242,486.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$280,924.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$0.00	$539,500.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5608 WIA ADULT PROG	100300 GENERAL	$250,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5607 WIA ADULT ADM	100300 GENERAL	$0.00	$23,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5607 WIA ADULT ADM	100300 GENERAL	$23,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9555:FED AID EMPLOY & TRAINING	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$72,857.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$0.00	$30,394.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2200:MEMBERSHIPS	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$0.00	$14,344.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	1081:LABOR RECEIVED/PROVIDED	5101 ADMINISTRATION (Home Org)	5602 TITLE III RAPID RESPONSE	100300 GENERAL	$0.00	$28,119.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9465:ADMIN FEDERAL-OTHER	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$0.00	$800,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9258:ADMIN STATE-OTHER	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$0.00	$200,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	3316:SERVICE CONNECTED AID	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$0.00	$19,947.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2315:DATA PROCESSING SERVICE	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$19,947.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$500,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	1011:PERMANENT SALARIES	5101 ADMINISTRATION (Home Org)	5451 CALWKS/EXP SUB EMP	100300 GENERAL	$500,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5123 EHS IT SYS NON-CALWIN	100300 GENERAL	$0.00	$2,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2270:MAINTENANCE -EQUIPMENT	5101 ADMINISTRATION (Home Org)	5123 EHS IT SYS NON-CALWIN	100300 GENERAL	$0.00	$800,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	2251:COMPUTER SOFTWARE COST	5101 ADMINISTRATION (Home Org)	5123 EHS IT SYS NON-CALWIN	100300 GENERAL	$1,500,000.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2132:MINOR COMPUTER EQUIPMENT	5101 ADMINISTRATION (Home Org)	5123 EHS IT SYS NON-CALWIN	100300 GENERAL	$0.00	$2,000,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2103:POSTAGE	5101 ADMINISTRATION (Home Org)	5122 EHS IT SYSTEMS CALWIN	100300 GENERAL	$1,478,636.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5022:INTRAFUND-TRANS-SERVICES	5101 ADMINISTRATION (Home Org)	5101 ADMINISTRATION	100300 GENERAL	$4,321,364.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2328:ADMINISTRATIVE SERVICE	5101 ADMINISTRATION (Home Org)	5101 ADMINISTRATION	100300 GENERAL	$0.00	$2,500,000.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9435:MISCELLANEOUS STATE AID	5101 ADMINISTRATION (Home Org)	5620 AB109	100300 GENERAL	$0.00	$127,532.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2310:NON CNTY PROF SPCLZD SVCS	5101 ADMINISTRATION (Home Org)	5620 AB109	100300 GENERAL	$127,532.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9465:ADMIN FEDERAL-OTHER	5101 ADMINISTRATION (Home Org)	5458 WKFCE SVCS SSI ADVOCACY	100300 GENERAL	$0.00	$4,781,055.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9258:ADMIN STATE-OTHER	5101 ADMINISTRATION (Home Org)	5458 WKFCE SVCS SSI ADVOCACY	100300 GENERAL	$0.00	$2,277,978.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	3318:CHILD DAY CARE AID	5101 ADMINISTRATION (Home Org)	5458 WKFCE SVCS SSI ADVOCACY	100300 GENERAL	$11,389,890.00	$0.00	Mid-Year Budget Amendment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

FY 25-26 EHSD Budget Rebalance - Nov 25.docx

File Name FY 25-26 EHSD Budget Rebalance - Nov 25.docx
Content Type application/vnd.openxmlformats-officedocument.wordprocessingml.document
Updated By Christopher Dunn
Upload Date 11/06/2025 09:17:04 AM
Comment

Budget Amendment BDA-25-00166.xlsx

File Name Budget Amendment BDA-25-00166.xlsx
Content Type application/vnd.openxmlformats-officedocument.spreadsheetml.sheet
Updated By Christopher Dunn
Upload Date 11/06/2025 09:17:04 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	11/11/2025 09:35:28 AM	11/12/2025	Christopher Dunn	1	
Budget Amendment Event	Review Budget Amendment	Not Required		11/12/2025		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	11/12/2025 07:49:18 AM		Erik Brown (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		11/12/2025	Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4827 **Agenda Date:** 11/18/2025 **Agenda #:** C.31.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Adobe Enterprise with Saitech Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Department, a purchase order and related agreement with Saitech Inc., in an amount not to exceed $259,220 for the purchase of Adobe Enterprise Licenses for the period January 6, 2026 through January 5, 2027.

FISCAL IMPACT:

54% Federal, 38% State, 8% County General Fund; all of which is budgeted in FY 25/26.

BACKGROUND:

The Employment and Human Services Department (EHSD), Information Technology Unit (IT), seeks to renew the Adobe Acrobat Enterprise Term License to purchase Adobe products. This is a renewal of the PO to purchase Adobe Sign, Acrobat Pro, Creative Cloud and Adobe Captivate. This enables EHSD staff to use many adobe products, including PDF, Creative Cloud, Photoshop, Illustrator, and Document Cloud. This Adobe product integrates workflow into those products to improve productivity. Adobe's General Terms include a limitation of liability and an indemnification of Adobe by the County. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will be severely limited in generating effective content for the public.

CHILDREN'S IMPACT STATEMENT:

This agreement supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4828 **Agenda Date:** 11/18/2025 **Agenda #:** C.32.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 38-125-0 Child Advocates of Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial Memorandum of Understanding with Child Advocates of Contra Costa County to establish a formal referral system for streamline entry into the Head Start and Early Head Start programs for children and pregnant or parenting youth participating in the Court Appointed Special Advocates Program for the period September 1, 2025 through August 31, 2029.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Employment and Human Services Department, Community Services Bureau (EHSD), operates the Head Start and Early Head Start Programs, which provides quality early care and education to pregnant women and children 0-5 years of age. These programs are required to provide priority placement to children in the child welfare system and are a preferred placement option requested by judges due to their comprehensive services and their whole-child, whole-family approach.

The Child Advocates of Contra Costa County (CACCC) operates the Court Appointed Special Advocates (CASA) Program, which advocates for children and youth in foster care and juvenile justice systems to ensure each child's voice is heard and their best interests are represented.

EHSD and CACCC will establish a referral system designed to ensure that eligible children 0-5 years of age, as well as pregnant and parenting youth in the CASA Program, are aware of Head Start and Early Head Start Programs available to them.

This action seeks approval to implement a Memorandum of Understanding (MOU with CACCC to facilitate information regarding the County's Head Start and Early Head Start Programs to children and youth in the child welfare and juvenile systems for the period September 1, 2025 through August 31, 2029, with no financial obligation to the County.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to provide quality early care and education for children aged 0-5, as well as for pregnant and parenting youth, through a partnership with a county-based agency.

CHILDREN'S IMPACT STATEMENT:

This MOU supports all five (5) of Contra Costa County's community outcomes of the Children's Report Card", (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families", by supporting staff working directly with families and children.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4829 **Agenda Date:** 11/18/2025 **Agenda #:** C.33.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #20-170-16 (CFS) CocoKids, Inc., Contract Amendment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with CocoKids, Inc., to increase the payment limit by $401,993 to a new payment limit of $1,403,434, to provide additional Emergency Child Care Bridge Program for Foster Children services with no change to term July 1, 2025 through June 30, 2026.

FISCAL IMPACT:

85% State Capped Allocation and 15% Federal Title IV-E, which is budgeted in FY 25-26.

BACKGROUND:

On June 24, 2025 the Board of Supervisors approved the contract with CocoKids, Inc. for the Emergency Child Care Bridge Program for Foster Children (Bridge Program) in the amount of $1,001,411. On July 23, 2025 in alignment with County policy and to support Contra Costa County Resource Families and the foster youth in our community, Contra Costa County Employment and Human Services (EHSD) Children and Family Services (CFS) opted once again into the Bridge Program for an indefinite period of time until such time the County chooses to opt out. On August 25, 2025, the California Department of Social Services (CDSS) issued an All County Fiscal Letter (CFL) 25-26-04 announcing the Fiscal Year (FY) 2025-26 Allocation for the Bridge Program with Contra Costa County named as a recipient. The approval of this amendment would increase the payment limit by $401,993 in alignment with the aforementioned CDSS CFL with no change to the term July 1, 2025 to June 30, 2026.

The Board of Supervisors approved recent prior contracts and amendments for Bridge Program services with CocoKids on May 24, 2022, (C.41) for FY 22/24; January 10, 2023 (C.50) for FY 22/24 (amendment); June 27, 2023 (C.73) for FY 22/24 (amendment); May 14, 2024 (24-1340) for FY 24/25; June 24, 2025 (25- 2537) for FY 25/26.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3

CONSEQUENCE OF NEGATIVE ACTION:

The County will experience a decreased number of resource families caring for foster youth eligible to receive subsidized childcare and corresponding State/Federal funding will be lost.

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by supporting families that provide safe housing and supports for youth in foster care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4830 **Agenda Date:** 11/18/2025 **Agenda #:** C.34.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: CSB - Contract 38-110-1 KinderCare Learning Centers LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment, effective July 1, 2025, with KinderCare Learning Centers LLC, to increase the total payment limit by $110,400 to a new payment limit not to exceed $4,905,971 to provide additional funding as a result of a rate increase for the Cost of Care Plus Program with no change to the period September 1, 2024 through June 30, 2026.

FISCAL IMPACT:

100% State (California Department of Education and California Department of Social Services) which budgeted in FY 25-26.

BACKGROUND:

On July 8, 2025, EHSD received official notification from the California Department of Social Services (CDSS) and the California Department of Education (CDE) stating that "Childcare centers not represented by Child Care Providers United (CCPU) or covered by the Memorandum of Understanding (MOU) would receive an updated Cost of Care Plus rate. According to Welfare and Intuitions Code (WIC) section 10277.2, as amended by Senate Bill (SB) 120, centers shall receive the increased Cost of Care Plus payment commencing July 1, 2025, and through June 30, 2026.

On December 28, 2023, EHSD issued Request for Proposal (RFP) 1202 to identify Head Start Program Childcare Partners. KinderCare Learning Centers LLC was selected through the bidder's process. On December 17, 2024, the Board approved item C.85, authorizing a Contract with KinderCare Learning Centers, LLC for the period from September 1, 2024 to June 30, 2026, with a total payment limit of $4,795,571. This Contract provides a minimum of 84 to a maximum of 101 childcare program slots for children in the Early Head Start Program, and a minimum of 68 to a maximum of 82 childcare program slots for children in the Head Start Program. Additionally, the Contractor also provides 24 childcare program slots for State General Childcare and Development Program, and 16 childcare program slots for State Preschool Program. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

This action seeks to approve a contract amendment to increase the Cost of Care Plus rate from $211 to $230 per child enrolled each month. The new total payment limit is $4,905,971, with no change to the contract term.

CHILDREN'S IMPACT STATEMENT:

This Contract supports one (1), three (3), and four (4) of Contra Costa County's community outcomes of the Children's Report Card", (1) "Children Ready for and Succeeding in School"; (3) "Families that are Economically Self-Sufficient"; and (4) "Families that are Safe, Stable and Nurturing".

CONSEQUENCE OF NEGATIVE ACTION:

County will not be able to fund childcare slots for its community-based agency partner, KinderCare Learning Centers LLC.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4831 **Agenda Date:** 11/18/2025 **Agenda #:** C.35.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #18-513-0 (WDB) Community Youth Center Contract for Measure X Youth Centers Initiative

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Community Youth Center in an amount not to exceed $1,344,598 to provide youth Academic Support, Mentoring and Sports and Fitness services, as well as Youth Center Site Operator Services under the Measure X Youth Centers Initiative for the term September 1, 2025 through August 31, 2027.

FISCAL IMPACT:

100% County funded by Measure X of which 47% is budgeted in FY 2025-26, 50% will be budgeted in FY 2026-27, and 3% will be budgeted in FY 2027-28.

BACKGROUND:

In January 2025, the Employment and Human Services Department (EHSD) issued Request for Proposals (RFP) #1215: *Deliver Measure X-Funded Youth Center Services for Youth Ages 12-18* to identify and fund organizations that will deliver such services in Supervisorial Districts 3, 4, and 5 through Measure X Youth Center funding. The RFP will award approximately $3.2 million annually-across one or more service providers-for the service types and districts outlined in the Implementation Plan approved by the Board of Supervisors in August 2024.

Community Youth Center proposes to provide Youth Academic Support, Mentoring, and Sports and Fitness services to up to 375 youth annually, as well as Youth Center Site Operator services in District 4. To promote physical health, social-emotional development, sportsmanship, and leadership skills among youth. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill

its obligations under the Measure X grant partnership. The grant award could be rescinded, jeopardizing the services outlined in the Measure X: Youth Centers Initiative and placing program outcomes at risk. This would delay youth access to Sports and Fitness, Mentoring and Academic Support, in addition to Measure X services offered at the site by other Measure X Youth Service providers in District 4, limiting support for vulnerable youth populations

CHILDREN'S IMPACT STATEMENT:

This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4832 **Agenda Date:** 11/18/2025 **Agenda #:** C.36.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: CSB - Contract 38-118-2 Early Childhood Education STEP

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract renewal with the Early Childhood Education STEP, in an amount not to exceed $70,000, to provide Head Start and Early Head Start Programs with on-call substitute teacher referral services for the term of December 1, 2025, through August 31, 2026.

FISCAL IMPACT:

62% State and 38% Federal, all of which is budgeted for FY 25-26

BACKGROUND:

The Employment and Human Services Department (EHSD) is seeking a contract renewal with the Early Childhood Education (ECE) STEP to provide qualified substitute teacher staff to the County for use in its Early Head Start and Head Start classrooms and facilities that are located throughout the County.

In September 2024, EHSD entered into a contract with ECE STEP in the amount of $50,000 for a term of September 25, 2024, to August 31, 2025.

EHSD is now seeking to renew the agreement, which includes mutual indemnification clauses that modify the County's general conditions. The approval of this staff report will enable the County to recruit qualified educators for its Head Start and Early Head Start programs.

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will be unable to recruit qualified educators for its Head Start and Early Head Start programs.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4833 **Agenda Date:** 11/18/2025 **Agenda #:** C.37.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: (CFS/AAS) 20-067-14 Social Service Staffing & Recruiting, Inc. Amendment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment, effective November 1, 2025, with Social Service Staffing & Recruiting, Inc., to increase the payment limit by $1,200,000 to a new payment limit of $2,200,000, to provide additional qualified temporary social workers for clients of the Children and Family Services and Aging and Adult Services Bureaus with no change to the term July 1, 2025 through June 30, 2027.

FISCAL IMPACT:

54% Federal, 38% State and 8% County; $800,000 which will be included in the FY 25/26 mid-year budget adjustment (50% CFS and 50% AAS), and $400,000 which will be budgeted in FY 26/27 (100% CFS).

BACKGROUND:

Employment and Human Services (EHSD), Aging and Adult Services (AAS): Contra Costa has a caseload of 17,477 In-Home Supportive Services (IHSS) consumers, 9,474 of whom are categorized as Community First Choice Option (CFCO) cases. Effective July 1, 2025 the California Department of Social Services is penalizing counties three percent of provider salary for each overdue CFCO annual reassessment. Currently, EHSD AAS has approximately 3,000 overdue CFCO cases, due to an increasing caseload without equivalent increasing staffing and which has an estimated penalty of approximately $320,000 per month. EHSD will use these temporary social workers to resolve the backlog.

In addition, Children and Family Services (CFS) has experienced delays with implementing new positions and continued difficulties in recruiting and retaining qualified social workers. Currently, there are approximately thirty (30) vacancies in addition to staff on Leave of Absence (LOA), Family Medical Leave of Absence (FMLA), and other absences, resulting in a higher than optimal caseload to ensure sufficient staffing to support child welfare mandates.

Social Service Staffing & Recruiting, Inc. ensures a ready source of temporary, fully qualified social workers to immediately address the needs of EHSD AAS and CFS. Additionally, social workers obtained through this Contractor may become interested in permanent County positions and apply for current vacancies, which would

support the Department's efforts to fill permanent positions with qualified and well-trained applicants.

The Board of Supervisors approved recent prior contracts and amendments for services with Social Services Staffing & Recruiting, Inc. on June 10, 2025 (25.2278) for FY 25/26; June 4, 2024 (C.37) for FY 24/25; April 4, 2023 (C.73) for FY23/24; May 24, 2022 (C.48) for FY22/23 (amendment); January 18, 2022 (C.56) for FY22/23 (amendment); and on June 8, 2021 (C.79) for FY21/22.

This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3

CHILDREN'S IMPACT STATEMENT:

This contract supports all five of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient"; 4) "Families that are Safe, Stable and Nurturing"; and 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by ensuring children, families and aging adults in CFS and AAS programs are working with qualified staff on a consistent basis.

CONSEQUENCE OF NEGATIVE ACTION:

EHSD AAS will not be in compliance with State mandates resulting in monthly penalties of approximately $317,379. In addition, qualified social workers will not serve clients in AAS IHSS and CFS programs efficiently due to the higher than optimal caseload.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4834 **Agenda Date:** 11/18/2025 **Agenda #:** C.38.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: WDB - MOU 18-477-1 Workforce Development Board of Contra Costa County and America's Job Center of California (AJCC) Partners Memorandum

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Board of Supervisors Chair, and the Employment and Human Services Director, or designee, on behalf of the Workforce Development Board, and Employment and Human Services Department, and the Health Services Department, and Probation Department Directors, or designees, to sign the Memorandum of Understanding with all mandated partners of the America's Job Center of California for the period July 1, 2025 through June 30, 2028.

FISCAL IMPACT:

There is no fiscal impact. The Workforce Development Board (WDB) of Contra Costa County, under the umbrella of the Employment and Human Services Department, carries the lease and operational obligation of the Concord America's Job Center of California (AJCC). The total cost of this monthly obligation is $31,753. WDB's portion is $15,585, all of which is included in the FY 25-26 approved budget. The Employment Development Department's (EDD) portion is $16,167 with a corresponding revenue from the EDD sublease, all of which is included in the FY 25-26 approved budget.

BACKGROUND:

On October 25, 2022, the Board approved item C.43 authorizing the signing of the Memorandum of Understanding (MOU) with all mandated partners of the America's Job Center of California (AJCC) for the term July 1, 2022 through June 30, 2025. This action is to approve and authorize the signing of the MOU with AJCC for the term July 1, 2025 through June 30m 2028.

The Workforce Innovation and Opportunity Act (WIOA) requires the development of MOUs with all required AJCC partners in order to outline how agencies, a) will coordinate and collaborate to deliver career services, and b) fairly share the cost of delivering those services. Additionally, the MOU process captures the investment that all partners make in the public workforce system. The MOU is another opportunity for the Workforce Development Board (WDB), AJCC, and its partners to reiterate their commitment to equity, inclusion and diversity. All mandated parties agree to review and update the MOU every three (3) years and the contained Infrastructure Funding Agreement (IFA) annually. The cost sharing methodology is based on square footage

occupied by each co-located partner. Currently the Employment Development Department (EDD) is the only co -located partner and therefore the only one that shares infrastructure costs. There is a mutual indemnification provision amongst all parties in the MOU.

CONSEQUENCE OF NEGATIVE ACTION:

Cooperative working relationships and County America's Job Center operational requirements could be jeopardized.

CHILDREN'S IMPACT STATEMENT:

The services provided under this MOU support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding School'; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5)"Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing training and employment opportunities for parents and working-age youth.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4786 **Agenda Date:** 11/18/2025 **Agenda #:** C.39.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Budget Amendment for purchase of SCBA equipment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Acting in its capacity as the Board of Directors for the Contra Costa County Fire Protection District, APPROVE Budget Amendment No. BDA-25-00160 to appropriate fund balance in the amount of $5,500,000 from the Fire District Fund Balance to the Fire District General Operating Fund (7300) under medical & lab supplies and equipment, for the purchase of SCBA equipment.

FISCAL IMPACT:

Due to the failure to secure federal Assistance to Firefighter Grant (AFG) funds, the full amount of $5,500,000 for the purchase of SCBA equipment will be covered by Fire District reserves. The District is requesting to transfer $5,500,000 from the Fire District's General Operating Fund Balance to the Fire District's General Operating budget (FY25-26).

BACKGROUND:

This budget amendment is necessary to support the board action of November 4, 2025 approving the purchase of SCBA equipment.

Self-Contained Breathing Apparatus (SCBA), along with the firefighter's personal protective equipment, is the primary safety equipment that allows firefighters to operate in smoke and heat filled environments that are immediately dangerous to life and health (IDLH). Operating in IDLH environments, whether to effect a rescue of a fire victim, find and extinguish a fire within a structure, extinguish a vehicle fire or any other fire involving toxic or hazardous smoke, or wearing a hazardous materials entry suit, all require the use of a SCBA.

The District has applied for AFG funds to support this project for the last three years, but has been unsuccessful in obtaining a grant award. As a result, the District must purchase this necessary safety equipment without external funding support.

The purchase will be made pursuant to a HGAC cooperative purchasing competitive solicitation (HGACBuy Solicitation EE11-24 contract) along with an additional substantial discount from the fire equipment distributor,

Allstate Fire Equipment, Inc.

The total anticipated costs of the purchase are $5,324,955 including sales tax of 8.75%. The maximum total amount in this board action is proposed at $5,500,000 to account for unforeseen cost increases. This purchase will consist of 435 SCBA with mask-mounted regulators for fire suppression uses, 16 SCBA with mask-mounted regulators for hazardous materials response uses, 800 air cylinders, 700 facepieces, 300 additional mask-mounted regulators, and various other necessary parts and equipment to fully outfit the District's needs, and completely replace the current aging SCBA equipment in use at all fire stations and on all fire apparatus.

It is anticipated the SCBA equipment would be delivered no later than March, 2026 with a projected in-service date and full conversion to the new equipment by the end of May, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

The District would not be able to issue the purchase order for SCBA equipment as approved by the Board of Directors on November 4, 2025.

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 10/24/2025 : BDA-25-00160

Company Contra Costa County
Budget Template Operating Budget : FY 2025-26 Operating Budget
Budget FY 2025-26 Operating Budget
Organizing Dimension Type
Amendment ID BDA-25-00160
Amendment Date 10/24/2025
Description appropriate funds from Fire GF to purchase SCBA breathing equipment
Amendment Type Appropriation / Estimated Revenue Adjustment
Balanced Amendment Yes
Entry Type Mid-Year Adjustments
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	2140:MEDICAL & LAB SUPPLIES	7300 CCC FIRE PROTECTION (Home Org)	7300 CCC FIRE PROTECTION	202000 C C C FIRE PROTECTION	$2,000,000.00	$0.00	appropriate funds from Fire GF to purchase SCBA breathing equipment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	4954:MEDICAL & LAB EQUIPMENT	7300 CCC FIRE PROTECTION (Home Org)	7300 CCC FIRE PROTECTION	202000 C C C FIRE PROTECTION	$3,500,000.00	$0.00	appropriate funds from Fire GF to purchase SCBA breathing equipment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9990:APPROPRIATED FUND BAL	7300 CCC FIRE PROTECTION (Home Org)	7300 CCC FIRE PROTECTION	202000 C C C FIRE PROTECTION	$0.00	$5,500,000.00	appropriate funds from Fire GF to purchase SCBA breathing equipment	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

SCBA Purchase Quote 10-21-25.pdf

File Name SCBA Purchase Quote 10-21-25.pdf
Content Type application/pdf
Updated By Jasmine McPeters
Upload Date 10/24/2025 12:09:50 PM
Comment Quote

SCBA Replacement Report FINAL 10-23-25.pdf

File Name SCBA Replacement Report FINAL 10-23-25.pdf
Content Type application/pdf
Updated By Jasmine McPeters
Upload Date 10/24/2025 12:09:50 PM
Comment Replacement Report

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	10/24/2025 12:03:10 PM	10/25/2025	Jasmine McPeters	1	
Budget Amendment Event	Review Budget Amendment	Not Required		10/25/2025		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Sent Back	10/24/2025 12:07:57 PM		Faye Ny (Department Approver – Budget Amendment)	1	Send Back Reason from Faye Ny: Pls attach the report and quote. Thanks!
Budget Amendment Event	Budget Amendment Event	Submitted	10/24/2025 12:09:50 PM	10/25/2025	Jasmine McPeters	1	
Budget Amendment Event	Review Budget Amendment	Not Required		10/25/2025		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	10/24/2025 12:33:46 PM		Faye Ny (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		10/25/2025	Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4839 **Agenda Date:** 11/18/2025 **Agenda #:** C.40.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Elevate Healthcare, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a one-time purchase order with Elevate Healthcare, Inc. in an amount not to exceed $3,911 and ACCEPT their Healthcare Education Products General Terms and Conditions (HEPGTC) and End User License Agreement for the purchase of a Gen II Central Line Ultrasound Training Model for Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $3,911 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Elevate Healthcare, Inc. provides specialized services, products, or solutions within the healthcare industry. The Gen II Central Line Ultrasound Training Model by Elevate Healthcare, Inc. is a high-fidelity simulation tool designed to help healthcare professionals practice both ultrasound-guided and traditional blind insertion techniques for central line placements. It features technology to mimic the vascular anatomy of the upper thorax and neck, provides imaging and tactile feedback, can be used for training in central venous catheterization, and is compatible with other ultrasound systems.

The Healthcare Education Products General Terms and Conditions limit Elevate Healthcare, Inc.'s liability to the total value paid by the County. Additionally the terms and conditions require the County to indemnify Elevate Healthcare, Inc. from any claims. Approval of this request will allow Elevate Healthcare, Inc. to provide the Gen II central line ultrasound to proactively ensure that training programs continue with minimal disruption, even if adjustments are needed.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will not be able to provide training to medical staff which might affect the preparedness of healthcare professionals, especially those in training or those looking to refresh their skills.

CAE Healthcare's Healthcare Education Products General Terms and Conditions ("HEPGTC")

These terms and conditions (the "**Agreement**") shall govern the sales of the products by CAE Healthcare set forth on the attached quotation ("**Product(s)**"), and apply to all quotations made, order acknowledgments sent, purchase orders for the Products received, and invoices sent by CAE Healthcare to a third party ("**Customer**").

This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized CAE Healthcare representative. Any terms or conditions contained in any acknowledgment, purchase order, or other communication of Customer, which are inconsistent with, different from, or additional to, the terms and conditions of this Agreement, are hereby rejected. This Agreement expressly limits acceptance to the terms and conditions of this Agreement.

To the extent that Customer's acknowledgement, purchase order, or other communication is deemed to be an acceptance of CAE Healthcare's offer, such acceptance is expressly made on condition of assent by Customer to the terms of this Agreement. Neither CAE Healthcare's acknowledgment of an order, commencement of performance, nor delivery shall be deemed to be acceptance of any terms of Customer that are inconsistent with, different from, or additional to, the terms of this Agreement.

1. **PURCHASE ORDERS.**

1.1 All orders placed with CAE Healthcare for the Products shall be subject to acceptance by CAE Healthcare. CAE Healthcare shall not be liable for any damages to Customer or to any other person for CAE Healthcare's failure to fill any orders or error in filling any orders for any reason whatsoever, whether or not the orders have been accepted by CAE Healthcare. If orders for the Products exceed CAE Healthcare's available inventory, CAE Healthcare shall allocate such available inventory on a basis that CAE Healthcare, in its absolute discretion, deems equitable.

2. **TITLE**

2.1 Products are those identified in CAE Healthcare's corresponding quotation and are specific educational products comprised of, as the case may be, hardware, "Software" (meaning the software, in object code form, embedded in or bundled with the Product or required to operate the Product, as the case may be) "Data" (meaning all related Product documentation and information), End User License and other related license agreements and materials, as packaged in a single commercial package; Products may also contain a personal computer.

2.2 Customer acknowledges that solely title to the hardware shall transfer to Customer, as the Software and Data are licensed and not sold to Customer. Customer agrees that its use of the Software and Data is governed by the terms and conditions of the End-User License referenced in the quotation. Acceptance of this Agreement includes acceptance of the End-User License and avails as delegation of authority by Customer to its employee/representative operating the Product to click "Accept" to the End-User License, as applicable.

3. **DELIVERY AND RISK OF LOSS**

3.1 Shipment terms of the Product shall be FOB Shipping Point, unless otherwise identified in the CAE Healthcare quotation. Upon receipt of acceptance of quotation, CAE Healthcare shall notify Customer of expected delivery date and installation services, if such services are indicated in the quotation. In addition, if training is also indicated in the quotation, CAE Healthcare and Customer shall agree on the dates for the training for Customer's employees. Notwithstanding anything

indicated in the quotation, risk of loss shall pass to Customer upon delivery at the Customer delivery point indicated in the quotation (the "**Site**").

3.2 CAE Healthcare shall use reasonable efforts to make deliveries of orders so accepted in accordance with the requested delivery date, but CAE Healthcare shall not be liable for any damages to Customer or to any other person for CAE Healthcare's failure to fill any orders, or for any delay in delivery or error in filling any orders for any reason whatsoever, whether or not the orders have been accepted by CAE Healthcare.

4. ACCEPTANCE

4.1 Any Product shall be deemed accepted by Customer unless a written notice of defect is received by CAE Healthcare within ten (10) calendar days of delivery. Upon receiving Customer's notice of defect, CAE Healthcare will have the option to repair the Product on site. If this option to repair on site is not successful within a reasonable timeframe, CAE Healthcare will provide Customer a return merchandise authorization ("**RMA**") for the defective Product. Within ten (10) calendar days of receiving the RMA, Customer shall return the defective Product to CAE Healthcare's designated repair facility. CAE Healthcare shall decide on the shipping method and shall pay for shipping costs (subject to the type of warranty covering the defective Product). At CAE Healthcare's option, CAE Healthcare will either (i) exchange such Product for a new one of the same type (in which case, the freight for such replacement Product shall be paid by CAE Healthcare) or (ii) terminate the order (and refund the purchase price if Customer has already paid the applicable invoice for such defective Product). The remedies described above shall be Customer's sole and exclusive remedies for cancellation, rejection or claim of breach for defective Product. If the Product has been (i) modified or altered by Customer, (ii) abused or misused, or (iii) used in a manner or in operating environment other than that for which it is designed to operate, Customer shall be deemed to have accepted the Product. Customer's acceptance of Products tendered under this Agreement shall be final and irrevocable. Except as provided in this paragraph, Customer shall have no right to return any Products.

5. PRICE AND PAYMENT

5.1 The purchase price for the Products shall be as indicated in the quotation, which price includes license fees for the Software and Data, installation and training for operation of the Product, where such services are indicated on the quotation as being sold with the Product, as well as the price for any option offered and accepted to by Customer, including when applicable for the Product options for installation and training services and/or extended warranty services (the **"Price"**).

5.2 For clarification, any option for maintenance services for a Product offered in the quotation will be quoted separately and such services shall be governed by CAE Healthcare's Support and Maintenance Agreement.

5.3 Payment for Products ordered from CAE Healthcare must be prepaid unless CAE Healthcare has, in its sole discretion, granted Customer credit approval, in which case, payment is due thirty (30) days from the date of invoice. CAE Healthcare reserves the right to terminate or modify any credit terms granted to Customer when, in CAE Healthcare's sole discretion, CAE Healthcare believes that such action is warranted.

5.4 All payments will be made in the currency indicated on the quotation, by wire transfer of funds or by check, as per the instructions indicated by CAE Healthcare.

5.5 All sums not paid when due shall accrue interest daily at the lesser of (i) an annual rate of 18% or (ii) the highest rate permissible by law on the unpaid balance until paid in full.

5.6 In addition to the Price, Customer is responsible for the payment of any and all taxes and duties as indicated hereafter

5.7 CAE Healthcare may, without Customer's consent, assign and/or transfer its rights to receive payments hereunder.

6. TAXES AND DUTIES

6.1 In addition to the Price, Customer is responsible for the payment of any and all income, sales, use, consumption, value added, turn over, excise, custom duties or other taxes and like charges in connection with this Agreement (except for the corporate income taxes levied and calculated on net income under the law of the jurisdiction of the CAE Healthcare entity, issuer of the quotation), levied or required to be withheld from payment(s) to CAE Healthcare by any taxing authority or any other body having jurisdiction under any present or future law, whether now hereafter in force and effect.

6.2 To the extent that Customer is required under applicable laws to withhold or deduct taxes on any payment to be made to CAE Healthcare, then the amount payable shall be increased by the amount that will result in CAE Healthcare receiving the amount it would have received absent such withholding tax or deduction. If CAE Healthcare is required to pay any of the aforementioned fees and/or taxes or any penalties or interest payments thereon (so long as such penalties or interest are not due to CAE Healthcare default of any legal or contractual obligation), then any such payments made by CAE Healthcare shall be promptly reimbursed to CAE Healthcare by Customer.

7. FEEDBACK

7.1 Customer agrees to provide CAE Healthcare from time to time, with comments, suggestions, data, information or feedback (the "Feedback") on the Product. Customer acknowledges and agrees that such Feedback may be freely used by CAE Healthcare, at its sole discretion, for the design, development, improvement, marketing and commercialization of its products and services, without any restrictions based on confidentiality or intellectual property rights. Customer further agrees that CAE Healthcare may use as Feedback any information transmitted with a warranty claim made by Customer.

8. PRODUCT INTELLECTUAL PROPERTY

8.1 Customer acknowledges that the Products' contents are confidential and subject to protection as trade secrets of CAE Healthcare and agrees that it shall not attempt and shall use its best efforts to prevent its employees, agents, and/or contractors, from reverse engineering, decompiling or disassembling the Products or otherwise attempting to discover the internal workings and design of the Products or of deriving the source code of any software embedded in the Products.

8.2 Customer agrees that it will not remove, move, cover-up, deface or otherwise interfere with any CAE Healthcare patent markings, copyright notices or trademarks as such appear or are placed on the Products.

8.3 Some Products may provide Customer with the option of saving and reproducing the images created by such Products ("**Work**") during their use. In this regard, Customer hereby recognizes that the entire rights, title and interests in and to such Work remain the exclusive property of CAE Healthcare. Customer shall not modify such Work in any way whatsoever and shall not remove or alter any CAE Healthcare notices. However, Customer is permitted to produce and reproduce such Work only for non-commercial educational purposes.

9. **IMPORT**

9.1 Customer shall be solely responsible for obtaining, and complying with (i) all import laws and regulations, and government approvals or permits necessary to either import or use the Product at the Site, and (ii) all export laws and regulations, and government approvals or permits necessary to return the Product from the Site to CAE Healthcare upon the termination in whole or in part of this Agreement. CAE Healthcare shall comply with export laws and regulations for the export of the Product to the Site.

10. **EXTENDED WARRANTY**

10.1 Customer will have the option to purchase directly from CAE Healthcare either a regular or a premium extended warranty for its Products, at the then applicable price. When purchasing said extended warranty, Customer must provide the serial number of the Product for which the extended warranty is purchased. If contracted for, the extended warranty will start post Warranty Period. However, if the extended warranty is not contracted annually, CAE Healthcare reserves the right to adjust the fee for such services at the time of subscription, taking into account the number of updates that may be required to bring the Product held by Customer to the latest CAE Healthcare version of such Product. The extended warranty is subject to CAE Healthcare's Support and Maintenance Agreement ("SMA"), which can be unilaterally amended anytime at CAE Healthcare's discretion upon notice to Customer, and to payment by Customer of the then applicable annual fee.

11. **LIMITED WARRANTY**

11.1 Warranty Period and Coverage. CAE Healthcare warrants to Customer that, commencing upon thirty (30) days after shipment of the Products and for one (1) year thereafter (but only for ninety (90) days with respect to the ExamSIM Product), or such longer term if Customer purchased an extended warranty (the "**Warranty Period**") on a) CAE Healthcare interface devices and software and b) hardware , (i) the Products will substantially comply with the published specifications set forth in CAE Healthcare's user documentation for the Products; and, (ii) if delivered on CD(s), the media on which the Products are furnished shall be free from defects in materials and faulty workmanship under normal use. CAE Healthcare makes no warranty as to the Products after the Warranty Period. CAE Healthcare does not warrant that the Products will meet Customer's requirements or will operate in combinations with other hardware, software or non-supported platforms/operating systems/databases, which may be selected for use by Customer, or that the operation of the Products will be uninterrupted or error-free.

11.2 Warranty Services. Customer's sole and exclusive remedy under the Warranty Period shall be, at CAE Healthcare's option, to either (i) provide on-site services to correct any defects, which would cause the Products not to comply with the published specifications, (ii) replace the defective Products, or part thereof, with Products that comply with the published specifications, including parts that may be refurbished, used, or of like materials or (iii) terminate the Agreement immediately and refund the Price, and any maintenance fees paid by Customer, which relate to the defective Products, less a pro rata amount equal to any support and maintenance which Customer actually received. CAE Healthcare shall be responsible for any shipping costs, subject to the level warranty covering the Products, and any replacement parts. If a Product needs to be shipped to CAE Healthcare, Customer will follow the RMA procedure, which may be amended from time to time in CAE Healthcare's sole discretion. As such, if the option to repair on site is not successful within a reasonable timeframe, CAE Healthcare will provide Customer a return merchandise authorization ("RMA") for the defective Product. Within ten (10) calendar days of receiving the RMA, Customer shall return the defective Product to CAE Healthcare's designated repair facility. CAE Healthcare

shall decide on the shipping method and shall pay for shipping costs (subject to the type of warranty covering the defective Product).

11.3 Any warranted part which is repaired or exchanged shall have a warranty period equivalent to the longer of CAE Healthcare standard warranty for parts indicated below in Section 11.4 or the remainder of the Warranty Period.

11.4 Repairs post Warranty: If a CAE Healthcare's Product is the object of repairs outside of the Warranty Period, CAE Healthcare warrants a) that the repairs will be performed in a competent and workmanlike manner and b) all parts used to repair the Product will comply with published specifications, including parts that may be refurbished, used, or of like materials, and such replaced parts will bear a warranty period of one hundred eighty (180) days from delivery of the repaired item, which warranty is subject to the terms contained in Section 11.2, 11.6 and following.

11.5 Notwithstanding anything contained in this Section 11, Customer acknowledges that there is no warranty for consumable material.

11.6 Conditions of Warranty Services. The above remedies are available only (i) if CAE Healthcare is notified in writing, within the Warranty Period or, as applicable the warranty period for the repairs post warranty, upon discovery of the defects by Customer, (ii) Customer follows CAE Healthcare's instructions for the return of the defective Products, and (iii) if the Products have not been (a) altered, or modified by any party other than CAE Healthcare or a third party provider approved by CAE Healthcare; (b) subjected to negligence, or computer or electrical malfunction; or (c) used, adjusted, or installed other than in accordance with instructions furnished by CAE Healthcare. Should Customer hire a third party independent contractor not contracted by CAE Healthcare to perform services for Customer using the Products, or should said contractor modify or in any way alter the Products, CAE Healthcare shall have no liability to Customer for said services, modifications, or alterations. Customer agrees to assume the entire risk of using the Products.

11.7 WARRANTIES EXCLUSIVE. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, PERSONAL AND NON TRANSFERABLE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

11.8 Disclaimer: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations and exclusions may be limited in their application. When implied warranties may not be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives Customer specific legal rights; Customer may have other rights that may vary depending on local law. Statutory rights, which may not be excluded or limited, are not affected by this clause.

12. FORCE MAJEURE

12.1 Dates and times by which CAE Healthcare is required to perform any obligations under this Agreement or its corresponding CAE Healthcare quotation shall be postponed automatically for the period of time that CAE Healthcare is prevented from meeting such obligations by reason of force majeure, act of God or any cause beyond its reasonable control.

13. SPECIAL TERMS FOR PRODUCTS SOLD IN THE US

13.1 The Products are "Commercial Items" as defined in the Federal Acquisition Regulations §2.101 and may consist of "Commercial Computer Software" and "Commercial Computer Software

Documentation" in accordance with Federal Acquisition Regulations §12.212 and DFARS §227.7202.

13.2 Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or Data by the U. S. Government, or any of its units or agencies shall be governed solely by the terms of this Agreement and any End-User License Agreement. Any technical data provided by CAE Healthcare with the Products that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFARS 252.227.7015(a).

14. **LIMITATION OF LIABILITY**

14.1 Customer acknowledges that the Product is a simulator and agrees to use it solely as en educational tool. AT NO TIME SHALL THE PRODUCT BE USED TO DIAGNOSE OR CURE A HUMAN BEING'S CONDITION OR IN A LIFE-SAVING SITUATION. USE OF THE PRODUCT WITH REAL SUBJECTS COULD CAUSE SERIOUS INJURY OR DEATH.

14.2 The Products cannot be used in any device or application where the failure, malfunction or inaccuracy of the Product carries a risk of death or serious bodily injury, such as, but not limited to moving vehicles, medical equipment, life support or other application representing a similar degree of hazard. Any such use is prohibited without prior written agreement of CAE Healthcare under terms intended to allocate the risks of selling the Product for such uses. Customer will indemnify, defend and hold CAE Healthcare harmless from all claims, losses, damages and expenses, including attorneys' fees arising from any such prohibited use of the Products.

14.3 **CAE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR THE COMPETENCY OF ANY PERSON WHO MAY RECEIVE TRAINING BASED ON THE PRODUCT OR FOR THE EXERCISE OF ITS SKILLS BY SUCH PERSON AFTER COMPLETION OF ANY COURSES USING THE PRODUCT. CAE HEALTHCARE DOES NOT GUARANTEE THAT ANY PERSON RECEIVING TRAINING FROM THE PRODUCT DELIVERED PURSUANT TO THE COMMERCIAL AGREEMENT WILL ACHIEVE THE NECESSARY PROFICIENCY TO QUALIFY FOR ANY LICENSE, CERTIFICATES OR RATINGS ISSUED BY ANY REGULATORY AGENCY OR GOVERNMENT AUTHORITY.**

14.4 IT IS FURTHER UNDERSTOOD THAT CAE HEALTHCARE SHALL ALSO HAVE NO LIABILITY WHATSOEVER CONCERNING DAMAGES ARISING OUT OF OR RELATING TO UNAUTHORISED ACCESS AND/OR ALTERATION OR DESTRUCTION, BY ANY THIRD PARTY, OF ANY DATA CREATED BY A CAE HEALTHCARE PRODUCT, OR THE CUSTOMER'S COMPUTER SYSTEM.

14.5 IN NO EVENT WILL CAE HEALTHCARE BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CAE HEALTHCARE HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CAE HEALTHCARE'S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER.

15. **LIMITED REMEDIES FOR INFRINGEMENT**

15.1 In the event Customer learns that there is, or may be, any infringement or unauthorized use of the Product or disclosure of Confidential Information, Customer shall promptly notify CAE Healthcare in writing of same. In the event of a possible infringement or unauthorized use of the Product, CAE

Healthcare retains the sole right, in its sole discretion, to commence a legal action or to take any action in response thereto. Customer shall cooperate and provide all available non-confidential, non-privileged information and assistance to CAE Healthcare in such regard. CAE Healthcare shall not be bound by any settlement or compromise of any charge of infringement made without its written consent. Customer acknowledges that CAE Healthcare shall have the right to take such measures which CAE Healthcare deems appropriate to minimise any potential damages due to any alleged claim. Customer agrees not to assert against CAE Healthcare any infringement claims on the Software, Data and/or the Products.

15.2 If a final judgment is obtained prohibiting the use by Customer of any part of the Product by reason of infringement of a registered copyright or patent, CAE Healthcare will, at its option and expense, either (i) procure for Customer the right to continue to use the Product; (ii) modify the Product so that it becomes non-infringing; or (iii) repurchase/reimburse from Customer the fee paid for the Product and/or documentation less depreciation at the rate of twenty-five percent (25%) per year, or pro rata for part of the year, from the date of commencement of the term of use of the Product to the date of repurchase of the Product.

15.3 LICENSEE ACKNOWLEDGES THAT THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO LICENSEE RELATED TO CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

16. **RESALE OF PRODUCT**

16.1 Unless Customer is a CAE Healthcare authorized distributor of Products, Customer is prohibited from purchasing Products to resell same for profit, or to resell the Products for profit.

16.2 Any re-sale of Products by Customer is subject to CAE Healthcare's consent, not to be unreasonably withheld, and to export laws. Prior notification of potential transferee, location where the Product will be moved and a written undertaking, enforceable by CAE Healthcare, from the potential transferee agreeing to abide by the terms of this Agreement shall be provided to CAE Healthcare. Any re-sale without prior CAE Healthcare's written consent is deemed null and void.

17. **TERMINATION**

Customer may terminate this Agreement upon thirty (30) days' written notice to CAE Healthcare.

17.1 CAE Healthcare may terminate this Agreement, immediately upon written notice to the Customer, should the Customer:

(a) make an assignment for the benefit of creditors, or any proceedings are instituted by any party or against it seeking to declare it bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property;

(b) attempt to, directly or indirectly, assign or transfer any of the rights granted to it pursuant to this Agreement without CAE Healthcare's prior written authorization; or

(c) disclose in whole or in part any confidential information, uses the Product otherwise than as authorized herein or is otherwise in breach of its obligations to protect the intellectual property contained in the Products including, without limitation a breach of Section 8 (Product Intellectual Property).

17.2 In addition, should Customer fail to comply with any other terms and conditions of this Agreement and such failure is not cured or remedied to CAE Healthcare's satisfaction within ten (10) days after receipt of CAE Healthcare's written notice, CAE Healthcare may terminate this Agreement immediately.

17.3 Upon termination of this Agreement, Customer agrees to immediately discontinue use of the Product,

and to return same and any Data provided to Customer to CAE Healthcare as well as any

copies, summaries or extracts thereof, with any associated CD ROM(s), keys, dongles or other devices as may be directed by CAE Healthcare. At CAE Healthcare's request, Customer shall promptly provide a written certificate signed by an officer of Customer confirming that such items have been returned to CAE Healthcare or destroyed as so directed by CAE Healthcare.

17.4 The following shall survive and continue in full force and effect notwithstanding any termination of this Agreement: Section 8 (Product Intellectual Property), Section 14 (Limitation of Liability), 18 (Governing Law) as well as any other clauses which by their nature and context are intended to survive.

18. **GOVERNING LAW**

18.1 This Agreement shall be governed by, subject to, and interpreted according to the laws of the State of California, U. S. A., without regard to its conflict of law rules. In all cases, the Parties expressly exclude and waive the application of the United Nations Convention on Commercial Agreements for the International Sale of Goods (1980) (Vienna Sales Convention) as amended.

18.2 The exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement shall be a court of appropriate jurisdiction located in the State of California, U.S.A. Each Party hereby waives any right that it might otherwise have to object to such venue or seek dismissal of the action on the basis of forum non-conveniens. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18.3 Notwithstanding the foregoing, if a party seeks injunctive proceedings to preserve confidentiality obligations or intellectual property rights, then it is entitled to seek relief before the competent court/body of any jurisdiction.

19. **MISCELLANEOUS**

19.1 Notices: Notices or communications pertaining to this Agreement must be given in writing and delivered to the addressee at the address indicated in the quotation (or such change thereto duly communicated in writing by a party to the other) by hand, messenger, or fax, and, if so delivered shall be deemed to have been received by the addressee on the day on which it shall have been actually received, signed as received, or if faxed, shall be deemed to have been received by the addressee upon the next business day following electronic acknowledgement.

19.2 No third-party beneficiaries. Nothing in this Agreement shall be construed as creating or giving rise to any rights for any third parties or any persons other than the parties to this Agreement.

19.3 Succession and Assignment. Customer may not assign or delegate this Agreement in whole or in part, expressly or by operation of law, without CAE Healthcare's prior written consent. CAE Healthcare may assign this Agreement, in whole or in part, and/or its rights and obligations, in CAE Healthcare's sole discretion, to any party; This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any assignment of this Agreement, or any license granted herein, in violation of the provisions of this Section shall be void.

19.4 Export Controls. Customer acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin, including the Products. Customer agrees that it will not export or re-export Products of, or containing items of, United States origin, in any form, without the appropriate United States and foreign governmental licenses.

19.5 (Reserved).

19.6 No Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power to be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

19.7 Preamble/Headings. The preamble forms an integral part of this Agreement. The division of this Agreement into Clauses, Articles, sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

19.8 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

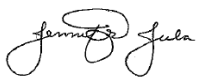
19.9 Precedence. In the event of conflict between this Agreement and the quotation, this Agreement shall prevail. In the event of conflict between this Agreement and the End-User License, the End-User License shall prevail.

19.10 Entire Agreement. The CAE Healthcare quotation, this Agreement, the End-User License constitute the complete agreement of the parties with respect to the subject matter referred to herein, and supersede any other agreements, written or oral, concerning the subject matter hereof.

19.11 Language: The parties declare that they have requested and hereby confirm their express wish that this Agreement, and related agreements and documents be drawn up in the English language and that any notification, letter or any other communication from a party to the other shall be solely in the English language.

End of CAE Healthcare HEPGTC

Accepted and Approved:



Jennifer Jula
10.1.26

End User License Agreement

For all CAE Healthcare Products

CAREFULLY READ THE FOLLOWING LICENSE. YOU ACCEPT AND AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT BY CLICKING THE BUTTON LABELED "ACCEPT" THAT IS DISPLAYED. IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT, CLICK THE BUTTON LABELED "DECLINE" AND THE SOFTWARE ACCESS WILL BE PROHIBITED.

The software you are about to access is provided to you pursuant to the purchase of the Product by the legal entity which employs you, or which you represent (the "**Licensee"** or "**You**"), from CAE Healthcare. This purchase of the Product is subject to CAE Healthcare's Healthcare Education Products General Terms and Conditions (the "**HEPGTC**") and this End-User License agreement ("**License**"). The HEPGTC can be found at http://www.caehealthcare.com

1. Interpretations and Definitions

Whenever used in this License, the following terms shall have the meaning set out below:

"**Authorized Users**" shall mean any person authorized to access the Produce, which shall include the Licensee's employees, agents, representatives, medical staff and students.

"**Confidential Information**" means any and all scientific and technical information which is in the possession of, or belonging to, CAE Healthcare and relating to the Product, including without limitation, all Data, Software, trade secrets, know-how, processes, methodologies, samples, components, analyses, compilations, guides and other information or documents prepared by CAE Healthcare, its subsidiaries and affiliates and/or their officers, servants, agents, representatives, employees or advisers which contain or are otherwise generated from or reflect any CAE Healthcare proprietary information, whether or not covered by intellectual property rights or explicitly designated as confidential or proprietary, which is disclosed by any means in written, oral, electronic, or any other form.

"**Data**" means any documentation or other information provided to Licensee in relation with the Product.

"Product" means any equipment, components, parts, and materials purchased by the Licensee.

"Purpose" means the use of the Software and the Data solely for the operation and maintenance of the Product, and the use of the Product solely as an educational tool.

"**Software**" means the software, in object code only, embedded in or bundled with the Product or required to operate the Product

"Work" means any images created by the Products which may have the option to be save or reproduced by the Licensee.

2. License

2.1. In consideration of Licensee's agreement and compliance with the terms and conditions contained in the HEPGTC and in this License, CAE Healthcare grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Data exclusively with the Product, and with the device on which this License appears.

2.2. Except for the License granted herein, CAE Healthcare grants no express or implied right under any patent, copyright, mask work right, trademark, know how or other intellectual property rights. The Licensee shall not obtain any rights to CAE Healthcare's property, or any part thereof, by implication, estoppel or otherwise. Title to and full ownership of any trade secrets and other intellectual property rights related to the Product and components thereof shall remain with CAE Healthcare and, if applicable, its suppliers. For clarification, Licensee agrees that the source code for the

Software is a trade secret of CAE Healthcare and only CAE Healthcare shall have the right to alter, maintain, enhance or otherwise modify the Software.

2.3. Without limiting the foregoing or any other terms in this License, Licensee shall, and shall ensure that any Authorized Users:

(a) not copy (save and except for normal back up and disaster recovery purposes provided such copy shall include CAE Healthcare's copyright and any other proprietary notices indicated on the Software and Data), ghost, export or produce any derivative works from the Product, or any part thereof, not network the Product without CAE Healthcare's prior written approval, or make it available for concurrent use;

(b) not sell, attempt to sell or transfer (unless in compliance with the HEPGTC), sublicense, encumber the Software or Data;

(c) not modify the Product in any way, combine with other programs, or reverse engineer, screen scratch, decompile or disassemble any Software nor otherwise attempt to create or derive the source code related thereto;

(d) not deface or remove any copyright or proprietary notices;

(e) not use the Product without the key, if provided with the Product, or attempt to develop or develop any means or technology which would enable Licensee to bypass the use of the key to operate the Product;

(f) prevent anyone other than Authorized Users from accessing or using the Product;

(g) not incorporate the Product, in whole or in part, to any product or service that Licensee would make available to a third party, on a commercial basis or not.

2.4. Notwithstanding anything else contained in this License, in no event shall Licensee use the Product and/or Confidential Information to enable, support, or otherwise aid Licensee or a third party to develop any product, software or service competitive with any of CAE Healthcare's products.

2.5. CAE Healthcare reserves the right to embed a software security mechanism within the Product to monitor usage of the Product to verify Licensee's compliance with this Agreement, as well as to control access to the Software through use of license administration software.

2.6. Licensee hereby recognizes that the entire rights, title and interests in and to Work remain the exclusive property of CAE Healthcare. Licensee shall not modify such Work in any way whatsoever and shall not remove or alter any CAE Healthcare notices. However, Licensee is permitted to produce and reproduce such Work only for non-commercial educational purposes.

3. Consent to Use of Collected Data and Feedback

3.1. Licensee agrees that CAE Healthcare may collect and use technical data and related information, times ("**Collected Data**"), including but not limited to technical information about your Product that is gathered periodically to facilitate the provision of Software updates, Product support and other services related to your Product such as Software feature usage and run times. Such Collected Data shall be anonymous, and shall not personally identify any individual users. In the event that Licensee wishes to opt-out of permitting CAE Healthcare from having access to Collected Data, Licensee must inform CAE Healthcare of this requirement.

3.2. Upon the request of CAE Healthcare, Licensee agrees to provide CAE Healthcare, from time to time, with comments, suggestions, data, information or feedback ("**Feedback**") on the Product.

3.3. Licensee acknowledges and agrees that such Feedback and Collected Data may be freely used by CAE Healthcare, at its sole discretion, for the design, development, improvement, marketing and commercialization of its products and services, without any restrictions based on confidentiality or intellectual property rights.

4. Term and Termination

4.1. This License shall become effective as of the date of your acceptance of this License and shall remain in effect until terminated as provided hereafter

4.2. This License terminates immediately upon termination of the HEPGTC.

4.3. CAE Healthcare may terminate this License immediately, upon written notice, should Licensee (a) attempt to, directly or indirectly, assign or transfer any of the rights granted to it pursuant to this License without CAE Healthcare's prior written authorization, (b) disclose, in whole or in part, any Confidential Information, (c) use the Software otherwise than as authorized herein, or (d) is otherwise in breach of its obligations to protect the intellectual property contained in the Product. In addition, should Licensee fail to comply with any other terms and conditions of this Agreement and such failure is not cured within thirty (30) days after receipt of CAE Healthcare's written notice, CAE Healthcare may terminate this Agreement immediately.

4.4. Upon termination of this License, Licensee agrees to immediately discontinue use of the Confidential Information and the Product, and to return same to CAE Healthcare as well as any copies.

4.5. The following shall survive and continue in full force and effect notwithstanding any termination of this License: the obligations of Licensee under Sections 2 (License), 5 (Non-Disclosure); as well as any other clauses which by their nature and context are intended to survive.

5. Non-Disclosure

5.1. Licensee agrees to keep this License and all Confidential Information obtained hereunder in strict confidence, and shall only disclose same a) to Authorized Users solely for the Purpose and provided such access to the Product conforms, at all times, to the terms and conditions governing the use of the Product contained herein, or b) if required to be disclosed by law, and only to the extent of such disclosure and limited to the purpose requested, with prior notice to CAE Healthcare to permit it to seek an appropriate remedy to prevent the disclosure, or alternatively to agree to the terms of such disclosure.

5.2. The obligations of confidentiality, use and non-disclosure referred to in this Section 5 shall not apply to information which: (i) is or becomes publicly available through no fault of Licensee; (ii) was already in the rightful possession of Licensee prior to its receipt from CAE Healthcare; (iii) is independently developed by Licensee, provided it is not, in whole or in part, related to the Product; and (iv) is obtained by Licensee in good faith and on a non-confidential basis and without a use restriction from a third party who lawfully obtained and disclosed such information. However, Confidential Information does not come within the foregoing exceptions merely because features of it may be found separately or within a general disclosure in the public domain.

6. Irreparable Harm

6.1. Licensee acknowledges that the Software and Data constitute a special, irreplaceable asset of great value to CAE Healthcare, and that a breach, in any way, of any of Licensee's obligations under Sections 2 (License), and 5 (Non-Disclosure) hereof would cause serious and irreparable harm to CAE Healthcare which may not be adequately compensated for in damages.

7. Warranty

7.1. THE SOLE WARRANTIES PROVIDED BY CAE HEALTHCARE ARE LIMITED TO THE WARRANTIES PROVIDED IN THE HEPGTC. ANY WARRANTIES PROVIDED ARE PERSONAL AND NOT TRANSFERABLE.

8. Limitation of Liability

8.1. CAE HEALTHCARE'S LIABILITY SHALL IN NO CIRCUMSTANCES EXCEED THE LIMITATION OF LIABILITY INDICATED IN THE HEPGTC.

8.2. IN NO EVENT WILL CAE HEALTHCARE BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CAE HEALTHCARE HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CAE HEALTHCARE'S LIABILITY TO LICENSEE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY LICENSEE.

9. Third-Party Software

9.1. The Software may come bundled or otherwise be distributed with open source or other third party software, which is subject to the terms and conditions of the specific license under which it is distributed. OPEN SOURCE SOFTWARE IS PROVIDED BY CAE HEALTHCARE "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE SOFTWARE, CAE HEALTHCARE SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Administrative Provisions

10.1. **Applicable Law and Jurisdiction.** This License shall be governed by, subject to, and interpreted according to the laws of the State of California, U. S. A., without regard to its conflict of law rules. In all cases, the Parties expressly

exclude and waive the application of the United Nations Convention on Commercial Agreements for the International Sale of Goods (1980) (Vienna Sales Convention) as amended. The exclusive jurisdiction for the resolution of any and all disputes arising out of or in connection with this Agreement shall be a court of appropriate jurisdiction located in the State of Florida, U.S.A. Each Party hereby waives any right that it might otherwise have to object to such venue or seek dismissal of the action on the basis of forum non-conveniens. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LICENSE. Notwithstanding the foregoing, if a party seeks injunctive proceedings to preserve confidentiality obligations or intellectual property rights, then it is entitled to seek relief before the competent court/body of any jurisdiction.

10.2. **United States Government Licensee:** If Licensee is the United States Government ("U.S. Government") or a unit or agency of the U.S. Government, the Software and Data are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212 b) as applicable. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or Data by the U. S. Government, or any of its units or agencies shall be governed solely by the terms of this License and the HEPGTC. Any technical data provided by CAE Healthcare with the Product that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFAR Section 252.227.7015(a).

10.3. **Export Controls:** Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin, including the Software. Licensee agrees that it will not export or re-export Software of, or containing items of, United States origin, in any form, without the appropriate United States and foreign governmental licenses.

10.4. **Excluded Data:** Licensee acknowledges that Software provided under this License are not designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defence articles and defence services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) other personally identifiable information that is subject to heightened security requirements as a result of Licensee's internal policies or practices or by law (collectively referred to as "**Excluded Data**"). Licensee hereby agrees that Licensee is solely responsible for reviewing its data that will be provided to CAE Healthcare (or to which CAE Healthcare will have access) to ensure that it does not contain Excluded Data

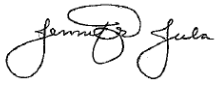
10.5. **No Waiver:** No omission or delay by either party at any time to enforce a right or remedy reserved to it or to require performance of any of the terms of this License at the times designated, shall be a waiver of such right or remedy to which the party is entitled, nor shall it in any way affect the right of the party to subsequently enforce such provisions.

10.6. **Modification:** No provision of this License shall be deemed waived, amended or modified by either party unless the waiver, amendment or modification is in writing and signed by each of the parties to this License.

10.7. **Severability:** If any one or more of the provisions of this License is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired.

End of End User License Agreement

Edits Approved: Jennifer Jula



1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4840 **Agenda Date:** 11/18/2025 **Agenda #:** C.41.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #23-652-2 with Change Healthcare Technologies, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment No. 2 (Contract Amendment #23-652-2) with Change Healthcare Technologies, LLC, a limited liability company, effective August 1, 2025, to amend Contract #23-652 (as amended by Amendment No. 1 (Contract Amendment #23-652-1)), to increase the payment limit by $3,822,593, from $2,075,995 to a new payment limit of $5,898,588, and extend the termination date from January 21, 2026 to January 21, 2029, for additional products and InterQual software, maintenance and support services for Contra Costa Health (CCH).

FISCAL IMPACT:
Approval of this Amendment will result in additional expenditures of up to $3,822,593 and will be funded as budgeted by the department in FYs 2025-29, by 100% Hospital Enterprise Fund I.

BACKGROUND:
Contra Costa Regional Medical Center (CCRMC) uses InterQual software and clinical content for performing medical necessity reviews. This software also helps determine appropriateness and level of admission, approximate length of stay, and determination of continued stay. The Contra Costa Health Plan (CCHP) has used InterQual since (at least) 2020 to ensure the appropriate utilization of resources and for medical necessity criteria. This Contractor was approved by the Public Works Department's Purchasing Division on July 15, 2025. CCH will monitor measurable service contract deliverables regarding CCH's access to the software maintenance and support services in compliance with Section III(B)(7) of the Purchasing Policy. CCH Personnel approved this contract renewal to ensure no conflict with labor relations.

On December 8, 2020, the Board of Supervisors approved Contract #23-652, with Change Healthcare Technologies, LLC, in an amount not to exceed $878,803 for the provision of software licenses and services regarding its InterQual software, for the period from January 22, 2020 through January 21, 2023.

On February 7, 2023, the Board of Supervisors approved Contract Amendment #23-652-1 (Amendment No. 1) with Change Healthcare Technologies, LLC, effective January 21, 2023, to increase the payment limit by $1,197,192 to a new payment limit of $2,075,995, and extend the term through January 21, 2026 for additional software licensing, support and services.

Approval of this Amendment No. 2 (Contract Amendment #23-652-2) will renew services and allow the

Contractor to provide additional products and InterQual software licensing and services through January 21, 2029. The Division is requesting a retroactive effective date for this Amendment due to delays caused by negotiations between the parties.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, CCH will be out of compliance with federal and state regulatory bodies regarding CCRMC and CCHP case management and utilization review. The potential of non-compliance may result in adverse effects such as financial losses, license revocations, business disruptions, and poor quality of patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4841 **Agenda Date:** 11/18/2025 **Agenda #:** C.42.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Hologic Sales and Service, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, (1) three purchase orders with Hologic Sales and Service, LLC in a total amount not to exceed $1,674,332 for the purchase of three 3-D mammography systems for various Health Centers within Contra Costa, and (2) two Group Purchasing Organization (GPO) Designation Forms with Vizient Supply, LLC for installation services, software, and support of the 3-D mammography systems, for the period of November 18, 2025, through August 31, 2027.

FISCAL IMPACT:
Approval of this action will result in three one-time expenditures totaling up to $1,674,332 and will be funded by Hospital Enterprise Fund I revenues. The first expenditure up to $701,924 for Martinez Health Center, the second up to $486,679 for West County Health Center, and the third up to $485,729 for Pittsburg Health Center.

BACKGROUND:
The Hologic 2D Mammography at Contra Costa Regional Medical Center (CCRMC), which was installed in 2012, has reached the end of its operational and service life. Over the past decade, significant advancements in mammography technology and improved standards of care have been introduced, offering enhanced diagnostic accuracy, patient outcomes, and overall efficiency. Replacing this outdated equipment is essential to align with current best practices and ensure the continued delivery of high-quality patient care.

The Hologic 3D Mammography is a breast imaging system that captures multiple angles to create a more detailed view, and can enhance cancer detection, especially in dense breast tissue. The Affirm Upright Breast Biopsy Solution is a minimally invasive system for upright, stereotactic breast biopsies and integrates with Hologic's mammography units. The Brevera Biopsy and Imaging System combines real-time tissue acquisition, imaging, and verification.

Hologic Sales and Service, LLC is a supplier of the Vizient Group Purchasing Organization (GPO), which means that CCRMC, a Vizient member, is eligible to receive substantial rebates and access lower pricing. These purchases are governed by the Vizient Supplier Agreements entered into between Vizient Supply, LLC and Hologic Sales and Service, LLC on September 1, 2020 and May 1, 2022 and as amended on September 1, 2024 and January 1, 2024 respectively (Agreement Nos. XR0653 & XR0905).

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC and the Health Centers may face challenges in early cancer detection, potentially resulting in delayed diagnoses and less favorable patient outcomes.

Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-404960
Status: Approved
Quote Expiration Date: 10/10/2025

TO:

TAX INFO:

CUSTOMER NAME	CUSTOMER NUMBER
CONTRA COSTA REGIONAL MEDICAL CENTER	106696
BILL TO ADDRESS	**SHIP TO ADDRESS**
2500 ALHAMBRA AVE MARTINEZ CA US 94553	2500 ALHAMBRA AVE MARTINEZ CA US 94553

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:

BSH Sales Support:
HOLOGIC SALES AND SERVICE, LLC
250 Campus Drive
Marlborough, MA 01752
Fax: (203) 731-8463
BSHSalesSupportUS@hologic.com

ATTN: Angela Womble **Phone:** 925-313-6740 **Fax:** **Email:** angela.womble@cchealth.org

Quote Date	Requested Date	Hologic Representative	Quote Currency
11/15/2024	3/10/2025	Colleen Morrison colleen.morrison@hologic.com 415-261-7111	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
VIZIENT (XR0905) - SPECIMEN IMAGING	XR0905	ORIGIN	45 NET	NO CHARGE
VIZIENT (XR0653) - MAMMO	XR0653	ORIGIN	45 NET	NO CHARGE

3Dimensions system - Martinez

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	$843,000.00	$403,000.00	$403,000.00
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	$11,800.00	$5,150.00	$5,150.00
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	$92,900.00	$51,000.00	$51,000.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	DIM-LIC-GDT-IC-V2	GENIUS AI DETECTION 2.0 AND IMAGECHECKER CAD SOFTWARE LICENSES	$77,900.00	$42,000.00	$42,000.00
1	GDT-TRAIN-INIT-01	GENIUS AI DETECTION, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-KIT-NLOC	DIMENSIONS NEEDLE LOCALIZATION KIT	$11,800.00	$5,716.50	$5,716.50
3	ASY-04662	RACK, PADDLE STORAGE	$471.00	$333.00	$999.00
1	PHANTOM-ACR-156	ACR 156 PHANTOM	$1,220.00	$922.50	$922.50
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
1	TRADE-REC-GE_ESS2D	TRADE-IN OF GE SENOGRAPHE ESSENTIAL 2D SYSTEM (INSTALLED AND FUNCTIONING)	Included	$-25,000.00	-$25,000.00
1	HLX-COMPETITIVE-DISCOUNT	HOLOGIC COMPETITIVE DISCOUNT. Please see the Product Long Description for terms and conditions.	Included	$-20,000.00	-$20,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	$2,500.00	$2,500.00	$2,500.00
				3Dimensions system - Martinez TOTAL:	$466,288.00

Affirm Upright

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	STLC-00004	AFFIRM BREAST BIOPSY GUIDANCE SYSTEM	$91,500.00	$54,000.00	$54,000.00
1	ASY-06484	KIT, FMI, DIMENSIONS TOMO BIOPSY	$40,600.00	$25,000.00	$25,000.00
1	SDM-TRAIN-INIT-05	AFFIRM 3D UPGRADE, INITIAL TRAINING, 1 DAY, 1 SITE, MAX 3 TECHNOLOGISTS AND 3 PHYSICIANS	Included	Included	Included
1	ASY-09880	AFFIRM LATERAL ARM UPRIGHT BIOPSY ACCESSORY KIT	$34,200.00	$24,000.00	$24,000.00
1	BI-FURN-0002	AKRUS STANDARD MAMMOGRAPHY CHAIR (AK 5010 MBS)	$19,200.00	$14,208.00	$14,208.00
1	ASY-04662	RACK, PADDLE STORAGE	$471.00	$333.00	$333.00
1	SDM-TRAIN-INIT-02	AFFIRM, INITIAL TRAINING, 3 DAYS, 1 SITE, MAX 3 TECHNOLOGISTS & 3 PHYSICIANS	Included	Included	Included
				Affirm Upright TOTAL:	$117,541.00

Brevera Biopsy and Imaging System

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BREVSYS	BREVERA® BREAST BIOPSY SYSTEM WITH CORLUMINA™ IMAGING TECHNOLOGY FOR HOLOGIC SYSTEMS, US	$110,500.00	$82,000.00	$82,000.00
1	BREV-TRAIN-INIT	BREVERA BREAST BIOPSY SYSTEM, INITIAL TRAINING, 2 DAYS, 1 SITE, UP TO 3 TECHS & 3 RADIOLOGISTS	Included	Included	Included
				Brevera Biopsy and Imaging System TOTAL:	$82,000.00

Portfolio Volume Discount

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BSH-VOLUME-DISCOUNT	BSH PORTFOLIO VOLUME DISCOUNT	Included	$-20,000.00	-$20,000.00
				Portfolio Volume Discount TOTAL:	$-20,000.00

List Price Total:	USD 1,339,004.00
Discount:	USD 693,175.00
Total Quote Price:	USD 645,829.00
Tax:	USD 56,094.58
Final Quote Price:	USD 701,923.58

Affirm Upright

Upgrade	Serial Number
ASY-06484	

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

The BSH Portfolio Volume Discount for multi-product purchases is offered to Customer for purchase of the Products herein. Customer is prohibited from returning any Portfolio Volume Discount products purchased hereunder except as outlined in the applicable terms and conditions.

Any disputes arising out of the purchase of the Products quoted herein will be governed by the laws of the state of California. In the event of a conflict with this note and any other applicable terms, this note will control.

Title Transfer

The undersigned CONTRA COSTA COUNTY ("Transferor"), for valuable consideration hereby transfer title for property defined as:

3Dimensions system - Martinez

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-REC-GE_ESS2D	GE	614567BU6

to Hologic Sales and Service, LLC of 250 Campus Drive, Marlborough, MA 01752, effective as of date of the actual pick-up of the property by Hologic Sales and Service, LLC.

If applicable, Transferor acknowledges as such consideration a trade-in credit value of

US $ 25,000.00

Transferor warrants in regard to the property being transferred that:

1. Transferor is the legal owner,
2. Transferor will defend the title against any and all claims and demands of all persons,
3. Transferor will take all further steps necessary to effectively transfer ownership to Hologic Sales and Service, LLC, at no cost or expense to Hologic Sales and Service, LLC, and
4. It is free from all liens and encumbrances
5. All patient data stored within the hard drive(s) of transferred property has been removed from all data storage devices in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH") regulations implemented by the U.S Dept. of Health and Human Services.
6. The transferred property has been thoroughly cleaned and, if property has been in contact with potentially infectious materials (blood, blood products or other potentially infectious materials), it must be decontaminated in accordance with OSHA 29 CFR 1910.1030 "Bloodborne Pathogens." If it is not feasible to fully decontaminate the equipment, the equipment must be clearly labeled with a warning sign that indicates the possible presence of blood/body fluids. Decontamination must be done with an appropriate EPA approved disinfectant - https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants).

If Transferor and Hologic are parties to a Service Agreement providing maintenance and repair services for the property being transferred herein, then this Title Transfer shall serve as an amendment to said Service Agreement terminating coverage with respect to the transferred property. The termination of coverage shall be effective as of the date of the actual pick-up of the property by Hologic Sales and Service, LLC.

To HAVE AND TO HOLD the same, with the rights, privileges, and appurtenances thereof, unto Hologic Sales and Service, LLC, its successors and assigns, forever, to its own use and behalf.

Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.

Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the items contained herein.

Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of $2,500.00 USD.

Buyer Acceptance

CONTRA COSTA COUNTY

By:_____(signature)

Name:_____Title:_____(print/type)

Date:_____

_____I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Additional Buyer Acceptance (if applicable)

By:_____(signature)

Name and Title:_____(print/type)

Date:_____

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address	**Billing Address:**

Hologic Approval:



Date:

Product Name	Long Description
3DM-SYS-STD	3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging. INCLUDES: X-ray Gantry: • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3” 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). 3Dimensions System Software: • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems. INCLUDES: • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. (Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)
3DM-KIT-ERGO-XRAY	Provides an integrated ergonomic package for the 3Dimensions™ system. Includes: • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner Note: • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data. INCLUDES: • 3DQuorum and Intelligent 2D software licenses. REQUIREMENTS: • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. NOTES: • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description

DIM-LIC-GDT-IC-V2	The Genius AI™ Detection 2.0 software applies deep learning AI to tomosynthesis images from ClarityHD™ and standard resolution images. Results can be displayed on tomosynthesis slices, 3DQuorum™ SmartSlices, synthesized 2D images (C-View™ and Intelligent 2D™), and FFDM images (Only when associated with Combo or ComboHD imaging). The ImageChecker® CAD software applies markings to standalone FFDM cases only. For new gantry purchases.
	
	INCLUDES:
	• Genius AI Detection 2.0 software license
	  • Indicates suspicious areas with lesion score
	  • Prioritizes most suspicious cases
	  • Complexity score mode batches reading cases according to complexity
	  • Read time indicator can distribute cases among radiologists
	  • Real time case results available at the acquisition workstation
	  • Correlate lesions between CC and MLO views (Compatibility varies by PACS vendor)
	• ImageChecker CAD software license
	  • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions:
	  • RightOn™ CAD marks indicate the types of features that were detected
	  • PeerView™ CAD marks provide anatomic outline of tissues
	  • EmphaSize™ markers are scaled according to the prominence of features
	• Installation on one (1) new Selenia® Dimensions® or 3DimensionsTM AWS
	• On-demand webinar training available for Genius AI Detection 2.0
	• In-person training, upon request, available in conjunction with gantry installation on SecurView
	
	REQUIREMENTS:
	• License installed with new gantry
	• AWS software minimum 1.12/2.3 (on minimum computer CMP-01816 with Windows 10 software)
	• Hologic workstation software minimum: SecurView® workstation 11.0
	• Hologic workstation software recommended: SecurView® workstation 12.0
	
	NOTE:
	• Hologic works closely with the major PACS companies to provide sample test images with corresponding results and guidelines on implementing the most efficient workflow for Genius AI Detection software. We recommend that you speak directly with your PACS vendor to determine how Genius AI Detection results will be displayed in your PACS environment. If your PACS vendor needs additional information, please provide the PACS vendor contact information to your Hologic Account Executive.
	• Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor.

GDT-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.
DIM-KIT-NLOC	Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.

Product Name	Long Description
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14” when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer
PHANTOM-ACR-156	The Mammographic Accreditation Phantom manufactured by Gammex is designed to test the performance of a mammography system's image quality and sensitivity using target objects in the phantom to simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom simulates the X-ray attenuation of a 4.2 cm compressed human breast composed of 50% adipose tissue and 50% glandular tissue. Target objects within the phantom range in size, shape, and density, similar to those found clinically. • Breast phantom is compatible with digital and analog equipment. • Approved by ACR for Mammography. Image quality and system sensitivity follow ACR and MQSA guidelines. • Dimensions: Height 1.75 in. (4.5 cm) x width 4 in. (10.2 cm) x depth 4.25 in. (10.8 cm)
SVC-SDM-OPT-BTO	This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic’s Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary. Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration. Requires: • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects

Product Name	Long Description
DIM-TRAIN-APPS-INIT	Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days. • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. Required FDA training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-PHY-INIT	Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at $1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at $5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.
HLX-COMPETITIVE-DISCOUNT	Customers who trade in their existing competitive mammography gantry for a new Hologic 3D™ capable system, are eligible for an additional "Competitive Discount" in conjunction with their trade-in credit. Please see notes section for additional eligibility requirements.
SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS.

Product Name	Long Description
STLC-00004	The Affirm® upright breast biopsy guidance system for a 3Dimensions™ system or Selenia® Dimensions® system supports stereotactic 2D biopsy and wire localization. Supports fast positioning through motorized X and Y axis guidance with manual Z direction positioning. The Affirm upright does more than deliver superior imaging performance to 2D biopsy. It is designed to integrate with the Selenia Dimensions system from the ground up to streamline workflow and accelerate the journey from screening to breast biopsy. INCLUDES: • Affirm breast biopsy guidance module • Biopsy control module with touchscreen display • One (1) Stereotactic 2D Biopsy software license for one gantry; additional licenses may be purchased • Biopsy compression paddles (3): Standard biopsy compression paddle (biopsy window: 5.4 x 5.2 cm); axillary biopsy compression paddle (biopsy window: 5.4 x 5.2 cm); wide biopsy compression paddle (biopsy window: 7.4 x 6.2 cm) • Quality assurance needle and needle guide holder • Fine needle guide • Geometry calibration and targeting phantoms • Affirm tabletop stand • User and service manuals TRAINING: • Three days onsite training for 3 technologists and 3 radiologists REQUIREMENTS: • 2MP medical grade LCD display • Dimensions software minimum v. 1.9 • 3Dimensions or Selenia Dimensions system with both diagnostic and dynamic tube head motion for 2D Biopsy license installed • 3Dimensions or Selenia Dimensions system serial number at time of order RECOMMENDATIONS: • 3MP medical grade DICOM monitor
ASY-06484	Affirm® Tomosynthesis Biopsy software license provides the ability to easily and accurately target lesions with tomosynthesis imaging including lesions that may only be found under tomosynthesis. INCLUDES: • 3D biopsy license • 3D QAS target • Tomosynthesis biopsy QAS needle REQUIREMENTS: • Affirm breast biopsy guidance system and license. • Dimensions system with minimum software version 1.9 and tomosynthesis imaging license RECOMMENDATIONS: • 3MP medical grade DICOM monitor • Two (2) dual-function gantry footswitches

Product Name	Long Description
SDM-TRAIN-INIT-05	Training for customers upgrading from 2D to 3D imaging on the Affirm® upright biopsy system. Initial training is included in the purchase price of your license. • One 1-day session of onsite applications training or other clinical support for maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations. • For additional groups of up to 3 technologists and 3 physicians add purchasable SDM-TRAIN-ADDL-05. • Training must be completed within 24 months of equipment installation. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000
ASY-09880	Provides secure mounting of biopsy hand pieces onto the Affirm® breast biopsy guidance system. The Affirm lateral arm upright biopsy accessory adds the capability to perform 2D or tomosynthesis-guided biopsies using a right or left lateral needle approach. INCLUDES: • Lateral arm hardware and stand enables technicians to elevate the breast off the detector to maximize access and minimize the potential for needle-to-platform collision • 15 cm lateral biopsy paddle • Lateral QAS phantom • License and software for the lateral arm upright biopsy accessory • User and service manuals REQUIREMENTS: • Affirm breast biopsy guidance system • Dimensions® software version 1.8.3 or later • The Dimensions and Affirm breast biopsy guidance system serial numbers at time of order - last four digits of Affirm serial number must be greater than or equal to: 0913
BI-FURN-0002	AKRUS mammography positioning and biopsy chair. Supports seated, decubitus and Trendelenburg positioning. Includes: • Adjustable backrest (0 to 90 degrees) • Adjustable backrest segments • Adjustable arm supports • Adjustable headrest • Lateral back support • Electronic lift • Three position braking system • Max pt weight 297 lb Warranty: • Standard one-year parts and labor warranty
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14” when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer

Product Name	Long Description
SDM-TRAIN-INIT-02	Training on the Affirm® upright biopsy system. Initial training is included in the purchase price of your system. • One 3-day session of onsite applications training or other clinical support for maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations. • For additional groups of up to 3 technologists and 3 physicians add purchasable SDM-TRAIN-ADDL-02. • Training must be completed within 24 months of equipment installation. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.

Brevera Biopsy and Imaging System

Product Name	Long Description
BREVSYS	The Brevera breast biopsy system with CorLumina imaging technology has components for vacuum-assisted breast tissue biopsy and system components for x-ray generation and image acquisition under stereotactic X-ray or tomosynthesis image guidance. A user interface for data entry, patient selection, and image acquisition and review is on the Imaging display. Included is the console, driver and adapter for Hologic systems. Training included: Two days on-site training. Warranty: one year standard parts and labor warranty. Title passes to customer at time of purchase.
BREV-TRAIN-INIT	Initial hands-on installation training for the Brevera breast biopsy system for 2 days, 1 site, up to 3 techs & 3 radiologists. Four (4) CME credits received upon completion.

California Radiation Control Regulations Requirements Form

NOTICE OF REQUIREMENT TO REGISTER FACILITY & EQUIPMENT

Title 17, Section 30118(4)(b) of the California Code of Regulations requires "the vendor shall inform the receiver of each machine of the registration requirements of Section 30108 of these regulations". Therefore, Hologic, Inc. is notifying you of the following:

Facility & Equipment Registration:

California state law requires facilities & equipment to be registered within thirty (30) days of acquisition of x-ray equipment with the state Department of Health Services. This includes modifications to the facility and/or addition of new equipment. (See California Code of Regulations, Title 17, Sections 30108 through 30146).
Certain counties require notification and/or inspections prior to installation. You may also have to register with your local Dept. of Health Services.

Bone Density Equipment (Operators)

A radiologist with a Radiology Supervisor license or a physician with a Radiography Supervisor license, a CRT, or a RT can operate the DXA machine. Non-licensed and non-RT operators are required to obtain a Limited Permit to operate an X-ray Bone Densitometer. Please call the California Department of Health Services, Phone: (916)327-5106, to obtain an x-ray bone densitometry limited permit application form. To obtain a Limited Permit operators are required to attend a training program approved by the State of CA, followed by an exam.

It is your responsibility to contact the appropriate state and local agencies to obtain the required forms and instructions. Please see attached page for contact information.

Acknowledgement of notice

Please complete the following information and return to your Hologic, Inc. contact.

Facility Name:			
Street Address:			
City:		Zip Code:	
Name:			
Title:		Phone Number:	
Signature:		Date:	

California

https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/RHB.aspx

Office	Address	Telephone/Fax Numbers
Radiologic Health Branch Sacramento	**Mailing Address:** Department of Health Services Radiologic Health Branch PO Box 997414, MS 7610 Sacramento, CA 95899-7414 **Physical Address:** Department of Health Services Radiologic Health Branch 1500 Capitol Avenue, 5th Floor, MS 7610 Sacramento, CA 95814-5006	Phone: (916) 327-5106 Fax: (916) 440-7999
Radiologic Health Branch Richmond	850 Marina Bay Parkway, Bldg. P, 1st Floor Richmond, CA 94804	Phone: (510) 620-3416 Fax: (510) 620-3874
Radiologic Health Branch Brea	500 S. Kraemer Blvd Brea, CA 92821	
	Radioactive Materials (RAM), Suite 235	Phone: (714)524-1409 Fax: (714) 524-1908
	X-ray (Region 2*), Suite 235	Phone: (714) 524-4450 Fax: (714) 524-1908
	X-ray (Region 5*), Suite 225	Phone: (714) 524-5681 Fax: (714) 524-5682
Radiologic Health Branch Log Angeles County	Radiation Management 3530 Wilshire Boulevard, 9th Floor Los Angeles, CA 90010	Phone: (213) 351-7897 Fax: (213) 351-2718
Radiologic Health Branch San Diego County	**Mailing Address:** County of San Diego Department of Environmental Health, Radiological Health Program 5500 Overland Ave, Suite 110 MS O-560 San Diego, CA 92123	Phone: (858) 694-3621 Fax: (858) 694-3629

* **Region 2** serves the following counties:
  Inyo, Kern, Kings, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Tulare, Ventura.
* **Region 5** serves the following counties:
  Imperial, Orange, Riverside, San Bernardino.

Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-404961
Status: Approved
Quote Expiration Date: 10/9/2025

TO:

CUSTOMER NAME	CUSTOMER NUMBER
CONTRA COSTA REGIONAL MEDICAL CENTER	106696
BILL TO ADDRESS	**SHIP TO ADDRESS**
2500 ALHAMBRA AVE MARTINEZ CA US 94553	13601 SAN PABLO AVE SAN PABLO CA US 94806

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:
BSH Sales Support:
HOLOGIC SALES AND SERVICE, LLC
250 Campus Drive
Marlborough, MA 01752
Fax: (203) 731-8463
BSHSalesSupportUS@hologic.com

ATTN: Angela Womble **Phone:** 9253136740 **Fax:** **Email:** angela.womble@cchealth.org

Quote Date	Requested Date	Hologic Representative	Quote Currency
11/15/2024	1/5/2026	Colleen Morrison colleen.morrison@hologic.com 415-261-7111	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
VIZIENT (XR0653) - MAMMO	XR0653	ORIGIN	45 NET	NO CHARGE

Dimensions system - West County

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	$843,000.00	$403,000.00	$403,000.00
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	$11,800.00	$5,150.00	$5,150.00
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	$92,900.00	$51,000.00	$51,000.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-LIC-GDT-IC-V2	GENIUS AI DETECTION 2.0 AND IMAGECHECKER CAD SOFTWARE LICENSES	$77,900.00	$42,000.00	$42,000.00

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	GDT-TRAIN-INIT-01	GENIUS AI DETECTION, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
3	ASY-04662	RACK, PADDLE STORAGE	$471.00	$333.00	$999.00
1	PHANTOM-ACR-156	ACR 156 PHANTOM	$1,220.00	$922.50	$922.50
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
1	TRADE-REC-GE_ESS2D	TRADE-IN OF GE SENOGRAPHE ESSENTIAL 2D SYSTEM (INSTALLED AND FUNCTIONING)	Included	$-25,000.00	-$25,000.00
1	HLX-COMPETITIVE-DISCOUNT	HOLOGIC COMPETITIVE DISCOUNT. Please see the Product Long Description for terms and conditions.	Included	$-20,000.00	-$20,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	$2,500.00	$2,500.00	$2,500.00
				Dimensions system - West County TOTAL:	$460,571.50

Portfolio Volume Discount

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BSH-VOLUME-DISCOUNT	BSH PORTFOLIO VOLUME DISCOUNT	Included	$-10,000.00	-$10,000.00
				Portfolio Volume Discount TOTAL:	$-10,000.00

List Price Total:	USD 1,030,733.00
Discount:	USD 580,161.50
Total Quote Price:	USD 450,571.50
Tax:	USD 36,106.80
Final Quote Price:	USD 486,678.30

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

The BSH Portfolio Volume Discount for multi-product purchases is offered to Customer for purchase of the Products herein. Customer is prohibited from returning any Portfolio Volume Discount products purchased hereunder except as outlined in the applicable terms and conditions.

Any disputes arising out of the purchase of the Products quoted herein will be governed by the laws of the state of California. In the event of a conflict with this note and any other applicable terms, this note will control.

Title Transfer

The undersigned CONTRA COSTA COUNTY ("Transferor"), for valuable consideration hereby transfer title for property defined as:

Dimensions system - West County

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-REC-GE_ESS2D	GE	152739TX9

to Hologic Sales and Service, LLC of 250 Campus Drive, Marlborough, MA 01752, effective as of date of the actual pick-up of the property by Hologic Sales and Service, LLC.

If applicable, Transferor acknowledges as such consideration a trade-in credit value of

US $ 25,000.00

Transferor warrants in regard to the property being transferred that:

1. Transferor is the legal owner,
2. Transferor will defend the title against any and all claims and demands of all persons,
3. Transferor will take all further steps necessary to effectively transfer ownership to Hologic Sales and Service, LLC, at no cost or expense to Hologic Sales and Service, LLC, and
4. It is free from all liens and encumbrances
5. All patient data stored within the hard drive(s) of transferred property has been removed from all data storage devices in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH") regulations implemented by the U.S Dept. of Health and Human Services.
6. The transferred property has been thoroughly cleaned and, if property has been in contact with potentially infectious materials (blood, blood products or other potentially infectious materials), it must be decontaminated in accordance with OSHA 29 CFR 1910.1030 "Bloodborne Pathogens." If it is not feasible to fully decontaminate the equipment, the equipment must be clearly labeled with a warning sign that indicates the possible presence of blood/body fluids. Decontamination must be done with an appropriate EPA approved disinfectant - https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants).

If Transferor and Hologic are parties to a Service Agreement providing maintenance and repair services for the property being transferred herein, then this Title Transfer shall serve as an amendment to said Service Agreement terminating coverage with respect to the transferred property. The termination of coverage shall be effective as of the date of the actual pick-up of the property by Hologic Sales and Service, LLC.

To HAVE AND TO HOLD the same, with the rights, privileges, and appurtenances thereof, unto Hologic Sales and Service, LLC, its successors and assigns, forever, to its own use and behalf.

Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.

Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the items contained herein.

Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of $2,500.00 USD.

Buyer Acceptance

CONTRA COSTA COUNTY

By:_____(signature)

Name:_____Title:_____(print/type)

Date:_____

_____I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Additional Buyer Acceptance (if applicable)

By:_____(signature)

Name and Title:_____(print/type)

Date:_____

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address	**Billing Address:**

Hologic Approval:



Date:

Dimensions system - West County

Product Name	Long Description
3DM-SYS-STD	3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging. INCLUDES: X-ray Gantry: • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3” 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). 3Dimensions System Software: • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems. INCLUDES: • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. (Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)
3DM-KIT-ERGO-XRAY	Provides an integrated ergonomic package for the 3Dimensions™ system. Includes: • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner Note: • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data. INCLUDES: • 3DQuorum and Intelligent 2D software licenses. REQUIREMENTS: • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. NOTES: • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description

DIM-LIC-GDT-IC-V2	The Genius AI™ Detection 2.0 software applies deep learning AI to tomosynthesis images from ClarityHD™ and standard resolution images. Results can be displayed on tomosynthesis slices, 3DQuorum™ SmartSlices, synthesized 2D images (C-View™ and Intelligent 2D™), and FFDM images (Only when associated with Combo or ComboHD imaging). The ImageChecker® CAD software applies markings to standalone FFDM cases only. For new gantry purchases.
	
	INCLUDES:
	• Genius AI Detection 2.0 software license
	  • Indicates suspicious areas with lesion score
	  • Prioritizes most suspicious cases
	  • Complexity score mode batches reading cases according to complexity
	  • Read time indicator can distribute cases among radiologists
	  • Real time case results available at the acquisition workstation
	  • Correlate lesions between CC and MLO views (Compatibility varies by PACS vendor)
	• ImageChecker CAD software license
	  • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions:
	  • RightOn™ CAD marks indicate the types of features that were detected
	  • PeerView™ CAD marks provide anatomic outline of tissues
	  • EmphaSize™ markers are scaled according to the prominence of features
	• Installation on one (1) new Selenia® Dimensions® or 3DimensionsTM AWS
	• On-demand webinar training available for Genius AI Detection 2.0
	• In-person training, upon request, available in conjunction with gantry installation on SecurView
	
	REQUIREMENTS:
	• License installed with new gantry
	• AWS software minimum 1.12/2.3 (on minimum computer CMP-01816 with Windows 10 software)
	• Hologic workstation software minimum: SecurView® workstation 11.0
	• Hologic workstation software recommended: SecurView® workstation 12.0
	
	NOTE:
	• Hologic works closely with the major PACS companies to provide sample test images with corresponding results and guidelines on implementing the most efficient workflow for Genius AI Detection software. We recommend that you speak directly with your PACS vendor to determine how Genius AI Detection results will be displayed in your PACS environment. If your PACS vendor needs additional information, please provide the PACS vendor contact information to your Hologic Account Executive.
	• Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor.

GDT-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14” when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer
PHANTOM-ACR-156	The Mammographic Accreditation Phantom manufactured by Gammex is designed to test the performance of a mammography system's image quality and sensitivity using target objects in the phantom to simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom simulates the X-ray attenuation of a 4.2 cm compressed human breast composed of 50% adipose tissue and 50% glandular tissue. Target objects within the phantom range in size, shape, and density, similar to those found clinically. • Breast phantom is compatible with digital and analog equipment. • Approved by ACR for Mammography. Image quality and system sensitivity follow ACR and MQSA guidelines. • Dimensions: Height 1.75 in. (4.5 cm) x width 4 in. (10.2 cm) x depth 4.25 in. (10.8 cm)
SVC-SDM-OPT-BTO	This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic’s Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary. Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration. Requires: • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects

Product Name	Long Description
DIM-TRAIN-APPS-INIT	Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days. • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. Required FDA training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-PHY-INIT	Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at $1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at $5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.
HLX-COMPETITIVE-DISCOUNT	Customers who trade in their existing competitive mammography gantry for a new Hologic 3D™ capable system, are eligible for an additional "Competitive Discount" in conjunction with their trade-in credit. Please see notes section for additional eligibility requirements.
SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS.

California Radiation Control Regulations Requirements Form

NOTICE OF REQUIREMENT TO REGISTER FACILITY & EQUIPMENT

Title 17, Section 30118(4)(b) of the California Code of Regulations requires "the vendor shall inform the receiver of each machine of the registration requirements of Section 30108 of these regulations". Therefore, Hologic, Inc. is notifying you of the following:

Facility & Equipment Registration:

California state law requires facilities & equipment to be registered within thirty (30) days of acquisition of x-ray equipment with the state Department of Health Services. This includes modifications to the facility and/or addition of new equipment. (See California Code of Regulations, Title 17, Sections 30108 through 30146).
Certain counties require notification and/or inspections prior to installation. You may also have to register with your local Dept. of Health Services.

Bone Density Equipment (Operators)

A radiologist with a Radiology Supervisor license or a physician with a Radiography Supervisor license, a CRT, or a RT can operate the DXA machine. Non-licensed and non-RT operators are required to obtain a Limited Permit to operate an X-ray Bone Densitometer. Please call the California Department of Health Services, Phone: (916)327-5106, to obtain an x-ray bone densitometry limited permit application form. To obtain a Limited Permit operators are required to attend a training program approved by the State of CA, followed by an exam.

It is your responsibility to contact the appropriate state and local agencies to obtain the required forms and instructions. Please see attached page for contact information.

Acknowledgement of notice

Please complete the following information and return to your Hologic, Inc. contact.

Facility Name:			
Street Address:			
City:		Zip Code:	
Name:			
Title:		Phone Number:	
Signature:		Date:	

California

https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/RHB.aspx

Office	Address	Telephone/Fax Numbers
Radiologic Health Branch Sacramento	**Mailing Address:** Department of Health Services Radiologic Health Branch PO Box 997414, MS 7610 Sacramento, CA 95899-7414 **Physical Address:** Department of Health Services Radiologic Health Branch 1500 Capitol Avenue, 5th Floor, MS 7610 Sacramento, CA 95814-5006	Phone: (916) 327-5106 Fax: (916) 440-7999
Radiologic Health Branch Richmond	850 Marina Bay Parkway, Bldg. P, 1st Floor Richmond, CA 94804	Phone: (510) 620-3416 Fax: (510) 620-3874
Radiologic Health Branch Brea	500 S. Kraemer Blvd Brea, CA 92821	
	Radioactive Materials (RAM), Suite 235	Phone: (714)524-1409 Fax: (714) 524-1908
	X-ray (Region 2*), Suite 235	Phone: (714) 524-4450 Fax: (714) 524-1908
	X-ray (Region 5*), Suite 225	Phone: (714) 524-5681 Fax: (714) 524-5682
Radiologic Health Branch Log Angeles County	Radiation Management 3530 Wilshire Boulevard, 9th Floor Los Angeles, CA 90010	Phone: (213) 351-7897 Fax: (213) 351-2718
Radiologic Health Branch San Diego County	**Mailing Address:** County of San Diego Department of Environmental Health, Radiological Health Program 5500 Overland Ave, Suite 110 MS O-560 San Diego, CA 92123	Phone: (858) 694-3621 Fax: (858) 694-3629

* **Region 2** serves the following counties:
  Inyo, Kern, Kings, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Tulare, Ventura.
* **Region 5** serves the following counties:
  Imperial, Orange, Riverside, San Bernardino.

Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-404962
Status: Approved
Quote Expiration Date: 10/9/2025

TO:

CUSTOMER NAME	CUSTOMER NUMBER
CONTRA COSTA REGIONAL MEDICAL CENTER	106696
BILL TO ADDRESS	**SHIP TO ADDRESS**
2500 ALHAMBRA AVE MARTINEZ CA US 94553	2311 LOVERIDGE RD PITTSBURG CA US 94565

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:
BSH Sales Support:
HOLOGIC SALES AND SERVICE, LLC
250 Campus Drive
Marlborough, MA 01752
Fax: (203) 731-8463
BSHSalesSupportUS@hologic.com

ATTN: Angela Womble **Phone:** 9253136740 **Fax:** **Email:** angela.womble@cchealth.org

Quote Date	Requested Date	Hologic Representative	Quote Currency
11/15/2024	1/5/2026	Colleen Morrison colleen.morrison@hologic.com 415-261-7111	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
VIZIENT (XR0653) - MAMMO	XR0653	ORIGIN	45 NET	NO CHARGE

3Dimensions System - Pittsburg

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	$843,000.00	$403,000.00	$403,000.00
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	$11,800.00	$5,150.00	$5,150.00
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	$92,900.00	$51,000.00	$51,000.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-LIC-GDT-IC-V2	GENIUS AI DETECTION 2.0 AND IMAGECHECKER CAD SOFTWARE LICENSES	$77,900.00	$42,000.00	$42,000.00

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	GDT-TRAIN-INIT-01	GENIUS AI DETECTION, INITIAL TRAINING, ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
3	ASY-04662	RACK, PADDLE STORAGE	$471.00	$333.00	$999.00
1	PHANTOM-ACR-156	ACR 156 PHANTOM	$1,220.00	$922.50	$922.50
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
1	TRADE-REC-GE_ESS2D	TRADE-IN OF GE SENOGRAPHE ESSENTIAL 2D SYSTEM (INSTALLED AND FUNCTIONING)	Included	$-25,000.00	-$25,000.00
1	HLX-COMPETITIVE-DISCOUNT	HOLOGIC COMPETITIVE DISCOUNT. Please see the Product Long Description for terms and conditions.	Included	$-20,000.00	-$20,000.00
1	SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS	$2,500.00	$2,500.00	$2,500.00
				3Dimensions System - Pittsburg TOTAL:	$460,571.50

Portfolio Volume Discount

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BSH-VOLUME-DISCOUNT	BSH PORTFOLIO VOLUME DISCOUNT	Included	$-10,000.00	-$10,000.00
				Portfolio Volume Discount TOTAL:	$-10,000.00

List Price Total:	USD 1,030,733.00
Discount:	USD 580,161.50
Total Quote Price:	USD 450,571.50
Tax:	USD 35,156.62
Final Quote Price:	USD 485,728.12

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

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Any disputes arising out of the purchase of the Products quoted herein will be governed by the laws of the state of California. In the event of a conflict with this note and any other applicable terms, this note will control.

Title Transfer

The undersigned CONTRA COSTA COUNTY ("Transferor"), for valuable consideration hereby transfer title for property defined as:

3Dimensions System - Pittsburg

Product Name	Trade-In Manufacturer	Trade-In Serial #
TRADE-REC-GE_ESS2D	GE	606736BU7

to Hologic Sales and Service, LLC of 250 Campus Drive, Marlborough, MA 01752, effective as of date of the actual pick-up of the property by Hologic Sales and Service, LLC.

If applicable, Transferor acknowledges as such consideration a trade-in credit value of

US $ 25,000.00

Transferor warrants in regard to the property being transferred that:

1. Transferor is the legal owner,
2. Transferor will defend the title against any and all claims and demands of all persons,
3. Transferor will take all further steps necessary to effectively transfer ownership to Hologic Sales and Service, LLC, at no cost or expense to Hologic Sales and Service, LLC, and
4. It is free from all liens and encumbrances
5. All patient data stored within the hard drive(s) of transferred property has been removed from all data storage devices in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health of 2009 ("HITECH") regulations implemented by the U.S Dept. of Health and Human Services.
6. The transferred property has been thoroughly cleaned and, if property has been in contact with potentially infectious materials (blood, blood products or other potentially infectious materials), it must be decontaminated in accordance with OSHA 29 CFR 1910.1030 "Bloodborne Pathogens." If it is not feasible to fully decontaminate the equipment, the equipment must be clearly labeled with a warning sign that indicates the possible presence of blood/body fluids. Decontamination must be done with an appropriate EPA approved disinfectant - https://www.epa.gov/pesticide-registration/selected-epa-registered-disinfectants).

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To HAVE AND TO HOLD the same, with the rights, privileges, and appurtenances thereof, unto Hologic Sales and Service, LLC, its successors and assigns, forever, to its own use and behalf.

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Buyer Acceptance

CONTRA COSTA COUNTY

By:_____(signature)

Name:_____Title:_____(print/type)

Date:_____

_____I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Additional Buyer Acceptance (if applicable)

By:_____(signature)

Name and Title:_____(print/type)

Date:_____

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address	**Billing Address:**

Hologic Approval:



Date:

Product Name	Long Description
3DM-SYS-STD	3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging. INCLUDES: X-ray Gantry: • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. Adjustable-height Acquisition Workstation: • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3” 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). 3Dimensions System Software: • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). Connectivity: • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. Accessories: • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box Installation: Installation by Hologic certified technicians. Warranty: Standard one-year parts and labor warranty. Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time. CONDITIONS: • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. • Required system software updates that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems. INCLUDES: • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. (Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)
3DM-KIT-ERGO-XRAY	Provides an integrated ergonomic package for the 3Dimensions™ system. Includes: • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner Note: • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data. INCLUDES: • 3DQuorum and Intelligent 2D software licenses. REQUIREMENTS: • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. NOTES: • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description

DIM-LIC-GDT-IC-V2	The Genius AI™ Detection 2.0 software applies deep learning AI to tomosynthesis images from ClarityHD™ and standard resolution images. Results can be displayed on tomosynthesis slices, 3DQuorum™ SmartSlices, synthesized 2D images (C-View™ and Intelligent 2D™), and FFDM images (Only when associated with Combo or ComboHD imaging). The ImageChecker® CAD software applies markings to standalone FFDM cases only. For new gantry purchases.
	
	INCLUDES:
	• Genius AI Detection 2.0 software license
	  • Indicates suspicious areas with lesion score
	  • Prioritizes most suspicious cases
	  • Complexity score mode batches reading cases according to complexity
	  • Read time indicator can distribute cases among radiologists
	  • Real time case results available at the acquisition workstation
	  • Correlate lesions between CC and MLO views (Compatibility varies by PACS vendor)
	• ImageChecker CAD software license
	  • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions:
	  • RightOn™ CAD marks indicate the types of features that were detected
	  • PeerView™ CAD marks provide anatomic outline of tissues
	  • EmphaSize™ markers are scaled according to the prominence of features
	• Installation on one (1) new Selenia® Dimensions® or 3DimensionsTM AWS
	• On-demand webinar training available for Genius AI Detection 2.0
	• In-person training, upon request, available in conjunction with gantry installation on SecurView
	
	REQUIREMENTS:
	• License installed with new gantry
	• AWS software minimum 1.12/2.3 (on minimum computer CMP-01816 with Windows 10 software)
	• Hologic workstation software minimum: SecurView® workstation 11.0
	• Hologic workstation software recommended: SecurView® workstation 12.0
	
	NOTE:
	• Hologic works closely with the major PACS companies to provide sample test images with corresponding results and guidelines on implementing the most efficient workflow for Genius AI Detection software. We recommend that you speak directly with your PACS vendor to determine how Genius AI Detection results will be displayed in your PACS environment. If your PACS vendor needs additional information, please provide the PACS vendor contact information to your Hologic Account Executive.
	• Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor.

GDT-TRAIN-INIT-01	Initial training is provided On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.

Product Name	Long Description
ASY-04662	Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles. Includes: • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels Dimensions: • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14” when multiple racks are installed one above another Recommended: • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks Requirements: • Must be securely attached to the wall • Must be installed by a professional installer
PHANTOM-ACR-156	The Mammographic Accreditation Phantom manufactured by Gammex is designed to test the performance of a mammography system's image quality and sensitivity using target objects in the phantom to simulate calcifications, fibrous calcifications in ducts, and tumor masses. The phantom simulates the X-ray attenuation of a 4.2 cm compressed human breast composed of 50% adipose tissue and 50% glandular tissue. Target objects within the phantom range in size, shape, and density, similar to those found clinically. • Breast phantom is compatible with digital and analog equipment. • Approved by ACR for Mammography. Image quality and system sensitivity follow ACR and MQSA guidelines. • Dimensions: Height 1.75 in. (4.5 cm) x width 4 in. (10.2 cm) x depth 4.25 in. (10.8 cm)
SVC-SDM-OPT-BTO	This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic’s Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary. Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration. Requires: • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects

Product Name	Long Description
DIM-TRAIN-APPS-INIT	Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days. • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. Required FDA training: • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-PHY-INIT	Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at $1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000.
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at $5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.
HLX-COMPETITIVE-DISCOUNT	Customers who trade in their existing competitive mammography gantry for a new Hologic 3D™ capable system, are eligible for an additional "Competitive Discount" in conjunction with their trade-in credit. Please see notes section for additional eligibility requirements.
SCRAP-TIER1-FEE-BSH	SCRAPPING FEE IS APPLICABLE TO TIER1 BSH CAPITAL ITEMS FOR ALL RELATED COSTS INCLUDING BUT NOT LIMITED TO SCRAP FEE, DISPOSAL FEE, HANDLING FEE AND OTHERS.

California Radiation Control Regulations Requirements Form

NOTICE OF REQUIREMENT TO REGISTER FACILITY & EQUIPMENT

Title 17, Section 30118(4)(b) of the California Code of Regulations requires "the vendor shall inform the receiver of each machine of the registration requirements of Section 30108 of these regulations". Therefore, Hologic, Inc. is notifying you of the following:

Facility & Equipment Registration:

California state law requires facilities & equipment to be registered within thirty (30) days of acquisition of x-ray equipment with the state Department of Health Services. This includes modifications to the facility and/or addition of new equipment. (See California Code of Regulations, Title 17, Sections 30108 through 30146).
Certain counties require notification and/or inspections prior to installation. You may also have to register with your local Dept. of Health Services.

Bone Density Equipment (Operators)

A radiologist with a Radiology Supervisor license or a physician with a Radiography Supervisor license, a CRT, or a RT can operate the DXA machine. Non-licensed and non-RT operators are required to obtain a Limited Permit to operate an X-ray Bone Densitometer. Please call the California Department of Health Services, Phone: (916)327-5106, to obtain an x-ray bone densitometry limited permit application form. To obtain a Limited Permit operators are required to attend a training program approved by the State of CA, followed by an exam.

It is your responsibility to contact the appropriate state and local agencies to obtain the required forms and instructions. Please see attached page for contact information.

Acknowledgement of notice

Please complete the following information and return to your Hologic, Inc. contact.

Facility Name:			
Street Address:			
City:		Zip Code:	
Name:			
Title:		Phone Number:	
Signature:		Date:	

California

https://www.cdph.ca.gov/Programs/CEH/DRSEM/Pages/RHB.aspx

Office	Address	Telephone/Fax Numbers
Radiologic Health Branch Sacramento	**Mailing Address:** Department of Health Services Radiologic Health Branch PO Box 997414, MS 7610 Sacramento, CA 95899-7414 **Physical Address:** Department of Health Services Radiologic Health Branch 1500 Capitol Avenue, 5th Floor, MS 7610 Sacramento, CA 95814-5006	Phone: (916) 327-5106 Fax: (916) 440-7999
Radiologic Health Branch Richmond	850 Marina Bay Parkway, Bldg. P, 1st Floor Richmond, CA 94804	Phone: (510) 620-3416 Fax: (510) 620-3874
Radiologic Health Branch Brea	500 S. Kraemer Blvd Brea, CA 92821	
	Radioactive Materials (RAM), Suite 235	Phone: (714)524-1409 Fax: (714) 524-1908
	X-ray (Region 2*), Suite 235	Phone: (714) 524-4450 Fax: (714) 524-1908
	X-ray (Region 5*), Suite 225	Phone: (714) 524-5681 Fax: (714) 524-5682
Radiologic Health Branch Log Angeles County	Radiation Management 3530 Wilshire Boulevard, 9th Floor Los Angeles, CA 90010	Phone: (213) 351-7897 Fax: (213) 351-2718
Radiologic Health Branch San Diego County	**Mailing Address:** County of San Diego Department of Environmental Health, Radiological Health Program 5500 Overland Ave, Suite 110 MS O-560 San Diego, CA 92123	Phone: (858) 694-3621 Fax: (858) 694-3629

* **Region 2** serves the following counties:
  Inyo, Kern, Kings, Mono, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Tulare, Ventura.
* **Region 5** serves the following counties:
  Imperial, Orange, Riverside, San Bernardino.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4842 **Agenda Date:** 11/18/2025 **Agenda #:** C.43.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Cards for Participants in the Point-in-Time Count Survey

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 350 7-Eleven gift cards each with a $10 value plus applicable delivery fees of up to $10 totaling an amount not to exceed $3,510 to use as incentives for participation in the Point-in-Time (PIT) count survey.

FISCAL IMPACT:
This $3,510 expenditure will be funded by 50% Housing and Homeless Incentive Program (HHIP) and 50% Homeless Housing, Assistance and Prevention Round 3 (HHAP3).

BACKGROUND:
Contra Costa Health's Homeless Program Continuum of Care (CoC) conducts an annual Point-in-Time (PIT) Count to collect information on individuals and families experiencing homelessness. This count takes place each January and provides a snapshot of homelessness on a single night across the county.

The PIT Count includes both sheltered and unsheltered individuals to better understand homelessness in our community. The data collected is essential for identifying trends over time, informing policy decisions, and allocating resources.

In addition to the observational count, surveys are conducted to gather demographic data to better understand who in our community is experiencing homelessness. To support participation, gift cards will be offered as incentives to individuals, including youth, who agree to complete a survey. These incentives help encourage engagement and complete data collection.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, participation rates are expected to be very low, especially among young individuals, who may be less likely to engage in the survey. This will impact the ability to fully understand the scope of demographic data, causing fewer resources and funding opportunities.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4843 **Agenda Date:** 11/18/2025 **Agenda #:** C.44.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Payment for Services Provided by Steris Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay $41,161.20 to Steris Corporation, for the provision of repair and maintenance services to infection prevention equipment at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, during the period March 1, 2024 through May 31, 2024, as recommended by the Health Services Director.

FISCAL IMPACT:
Approval of this payment will result in a one-time expenditure of up to $41,161.20 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide essential health care services in its facilities and has contracted with Steris Corporation for its maintenance and repair services for County's infection prevention equipment since June 2019. Contractor's professional and reliable scheduled maintenance services and emergency repair availability when requested have proven to be an asset to County's crucial services by providing the essential maintenance services that keep medical equipment at the ready when infection prevention medical equipment is required in a reliable and effective manner.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. This Contractor has been approved by the Public Works Department's Purchasing Division on August 14, 2024.

On March 23, 2021, the Board of Supervisors approved Contract #76-644-2 with Steris Corporation, in an amount not to exceed $614,992, to provide repair and maintenance services of infection prevention equipment at CCRMC and Contra Costa Health Centers, for June 1, 2021 through May 31, 2024.

On March 26, 2024, the Board of Supervisors approved Contract Amendment #76-644-4 with Steris Corporation, effective May 31, 2024, to increase the payment limit from $614,992 to a new payment limit of $718,992 and extend the termination date through November 30, 2024 for additional repair and maintenance of infection prevention equipment at CCRMC and Contra Costa Health Centers.

Due to an administrative oversight by the division, Contract Amendment #76-644-4 was executed with an effective date of May 2024 which should have been March 2024 to include additional repair and maintenance services for the infection prevention equipment at CCRMC and Contra Costa Health Centers provided during the months of March 2024 though May 2024. The Contractor provided these services in good faith which exceeded the original payment limit by $41,161.20.

Therefore, the County has determined that Steris Corporation 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. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed $41,161.20 to Steris Corporation.

CONSEQUENCE OF NEGATIVE ACTION:
If this payment is not approved, the Contractor will not be paid for services requested by CCRMC and Contra Costa Health Centers provided by Contractor in good faith.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4844 **Agenda Date:** 11/18/2025 **Agenda #:** C.45.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-738 with International Rescue Committee, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-738 with International Rescue Committee, Inc., a non-profit corporation, in an amount not to exceed $281,346, to provide Measure X-funded mental health services to support vulnerable populations up to twenty-six (26) years of age in Contra Costa County for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $281,346 for FY 2025-26 and will be funded 100% by Mental Health Measure X Funds.

BACKGROUND:
This Contract meets the social needs of the County's population by providing Measure X-funded mental health services to vulnerable populations including but not limited to school-aged children and adolescents ages six to eighteen (6-18), and young adults up to the age of twenty-six (26) residing in Contra Costa County. Measure X is a half-cent Countywide sales tax that the Measure X Community Advisory Board (MXCAB) recommended to the Board of Supervisors. The Board of Supervisors placed the sales tax proposal on the November 2020 ballot before voters with the goal of providing local funds for local priorities. The tax was passed on November 3, 2020, and generates approximately $120 million each year to support a variety of County mental health services. This Contract has direct impact on the health and safety of our community. Contractor's services include but are not limited to providing mental health services for school-aged youth ages six to eighteen (6 to 18) and young adults up to twenty-six (26) years of age through individualized youth case management services and monthly community connection workshops. This Contractor is a new Measure X-funded recipient and has provided mental health services for the County since November 1999.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Following a Request for Proposal (RFP), this Contract was awarded to International Rescue Committee, Inc. by Public Works on April 18, 2025.

Approval of new Contract #74-738 will allow the Contractor to provide Measure X-funded mental health

services through June 30, 2026. Contract delay was due to extended contract negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Measure X-funded mental health services Contract is not approved, County recipients will not have access to Contractor's program services.

CHILDREN'S IMPACT STATEMENT:
This Measure X funded mental health services program supports the following Board of Supervisors' community outcomes: "Children and Youth Healthy and Preparing for Productive Adulthood". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4845 **Agenda Date:** 11/18/2025 **Agenda #:** C.46.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Rescind Prior Board Action Pertaining to Contracted Services with Taraneh Mostaghasi, MD Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of October 21, 2025 (C.59), which pertained to a contract with Taraneh Mostaghasi, MD Inc.; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #27-812-7 with Taraneh Mostaghasi, MD Inc., a corporation, in an amount not to exceed $3,900,000 to provide pediatric primary care physician (PCP) services for Contra Costa Health Plan (CCHP) members and County recipients for the period September 1, 2025 through August 31, 2028.

FISCAL IMPACT:
Approval of this action will not impact the payment limit of $3,900,000 which is funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain PCP specialty services including pediatric primary care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since September 2010.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

On August 9, 2022, the Board of Supervisors approved Contract #27-812-6 with Taraneh Mostaghasi, MD Inc., in an amount not to exceed $3,300,000, for the provision of pediatric PCP services for CCHP members and County recipients for the period September 1, 2022 through August 31, 2025.

On October 21, 2025 (C.59), the Board of Supervisors approved Contract #27-812-7 with Taraneh Mostaghasi, MD Inc., in an amount not to exceed $3,900,000, for the provision of pediatric PCP services for CCHP

members and County recipients for the period August 1, 2025 through July 31, 2028, however, the dates on the Board Order were incorrect.

This Board Order will rescind the prior Board action and allow the Department to correct the term to September 1, 2025 through August 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this recommendation is not approved, the prior incorrect Board action will stand and the Contract term will not match the contract terms or reflect the intent of the parties.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4846 **Agenda Date:** 11/18/2025 **Agenda #:** C.47.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-063-4 with Center for Social Dynamics, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-063-4 with Center for Social Dynamics, LLC, a limited liability company, effective July 1, 2025, to amend Contract #77-063-3 to increase the payment limit by $200,000, from $6,000,000 to a new payment limit of $6,200,000, to provide additional Behavioral Health Treatment (BHT) including Applied Behavioral Analysis (ABA) services, with the addition of consulting services regarding utilization management and care coordination, for Contra Costa Health Plan (CCHP) members and County recipients with no change in the term ending March 31, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of $200,000 and will be funded 100% by CCHP Enterprise Fund II revenues (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain specialized BHT including ABA health care services. These services include but are not limited to: treatment plans to improve the functioning of CCHP members with pervasive development disorder or autism under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a member in the CCHP Provider Network providing BHT and ABA services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since April 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure there is no conflict with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On April 9, 2024, the Board of Supervisors approved Contract #77-063-3 with Center for Social Dynamics, LLC, in an amount not to exceed $6,000,000, for the provision of BHT including ABA services to CCHP members and County recipients for the period April 1, 2024 through March 31, 2027.

Approval of Contract Amendment #77-063-4 will allow the Contractor to provide additional BHT including ABA services with the addition of consulting services, for CCHP members and County recipients through March 31, 2027. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved certain consultation services in addition to BHT including ABA services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4847 **Agenda Date:** 11/18/2025 **Agenda #:** C.48.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-438-3 with Sonoma Specialty Hospital, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-438-3 with Sonoma Specialty Hospital, LLC, a limited liability company, in an amount not to exceed $3,000,000 to provide Long Term Acute Care (LTAC) services for CCHP members and County Recipients for the period August 1, 2025 through July 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II.

BACKGROUND:
CCHP has an obligation to provide certain specialized LTAC services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. Contractor will provide LTAC services including, but not limited to nursing, respiratory and nutritional therapies, pain management, case management, social services, and end of life care. Contractor has been a member of the CCHP Provider Network since April 1, 2022.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, Physician services are exempt from solicitation requirements.

On August 1, 2023, the Board of Supervisors approved Contract #77-438-2 with Sonoma Specialty Hospital, LLC, in an amount not to exceed $3,000,000 to provide long term acute care services for CCHP members for the period August 2, 2023 through July 31, 2025.

Approval of Contract #77-438-3 will allow the Contractor to continue to provide LTAC services through July 31, 2027. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain specialized LTAC services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided by this Contractor and service may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4848 **Agenda Date:** 11/18/2025 **Agenda #:** C.49.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Unpaid Student Training Agreement #22-642-3 with San Jose State University

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #22-642-3 with San Jose State University, an educational institution, to provide supervised field instruction in County's Public Health Services Division to non-clinical public health students, for the period from November 1, 2025 through October 31, 2027.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The purpose of this Agreement is to provide San Jose State University, non-clinical public health students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

On October 18, 2022, the Board of Supervisors approved Contract #22-642-2 with San Jose State University, to provide supervised field instruction in County's Public Health Services Division to non-clinical public health students, for the period from October 1, 2022 through August 31, 2025.

Approval of Unpaid Student Training Agreement #22-642-3 will allow the County's Public Health Division will provide supervised fieldwork instruction experience to San Jose State University's non-clinical, public health students enrolled in the University's public health training program through October 31, 2027. This Agreement includes a mutual indemnity provision requiring each part to defend, indemnify and hold harmless the other party against claims arising out of each party's performance under the Agreement, and only to the extent such liabilities are caused by the negligence, omission, or willful misconduct of the indemnifying party.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, the students will not receive supervised fieldwork instruction experience in County's Public Health Services Division.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4849 **Agenda Date:** 11/18/2025 **Agenda #:** C.50.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #74-640-4 with Mental Health Connections

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #74-640-4 with Mental Health Connections, non-profit corporation, to amend Contract #74-640-2 (as amended by Contract Amendment #74-640-3), effective August 1, 2025, to increase the payment limit by $1,350,000, from $348,000 to a new payment limit of $1,698,000, for additional housing, assisted outpatient treatment, and child and family flexible fund administration services with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual budgeted expenditures of up to $1,350,000 and will be funded 100% by Behavioral Health Bridge Housing (BHBH) grant funds. (No rate increase)

BACKGROUND:
Contractor provides services to clients in the County's Behavioral Health Services Division (BHSD), which includes the provision of rapid rehousing and household expenses including rental assistance and bridge housing support. This Contractor has been providing these services fostering a deep understanding off the County's mission, values, and long-term objectives since December 1, 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contractor was approved by Public Works Department on February 5, 2024.

In March 2024, the Purchasing Services Manager executed Contract #74-640-2 with Mental Health Connections, in an amount not to exceed $198,000, for the provision of diversion housing flexible fund administration services including rental assistance and bridge housing support, for the period March 1, 2024 through June 30, 2026.

On June 10, 2025, the Board of Supervisors approved Contract Amendment #74-640-3 with Mental Health Connections, effective June 1, 2025, to increase the payment limit by $150,000 to a new payment limit of $348,000 for additional housing, assisted outpatient treatment, and child and family flexible fund

administration services with no change in the term.

Approval of Contract Amendment #74-640-4 will allow the Contractor to provide additional housing, assisted outpatient treatment, and child and family flexible fund administration services including rental assistance and bridge housing support through June 30, 2026. This Contract is delayed due to an unanticipated increase in utilization for housing services by the BHBH program.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved certain flexible housing funds to allow for additional rental assistance and bridge housing to clients of BHSD will not be provided and may result in displacement of these individuals resulting in an increase of unsheltered residents.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4850 **Agenda Date:** 11/18/2025 **Agenda #:** C.51.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Interagency Agreement #28-331-10 with Antioch Unified School District

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-331-10 with the Antioch Unified School District (AUSD), a government agency, to pay County an amount not to exceed $330,000 to provide mental health services to students referred to the Helping Open Pathways to Education (HOPE) program, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Interagency Agreement will result in payment to the County not to exceed $330,000 for Fiscal Year 2025-26. (No County match required)

BACKGROUND:
This Interagency Agreement allows AUSD to provide funding for 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 contract with County for professional mental health services. AUSD had provided funding since January 1, 2011. This Agreement is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000.

On July 23, 2024, the Board of Supervisors approved Agreement #28-331-09 with AUSD to pay County an amount not to exceed $330,000, for the provision of mental health and crisis intervention services to students referred to the AUSD's HOPE program, for the period July 1, 2024 through June 30, 2025.

Approval of Interagency Agreement #28-331-10 will allow County to continue to receive funding for AUSD through June 30. 2026. This Contract is delayed due to Division not receiving the required Contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, County will not receive funding to provide mental health services to students referred to the AUSD's HOPE program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4851 **Agenda Date:** 11/18/2025 **Agenda #:** C.52.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Award #78-006-4 with the California Department of Public Health

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award #78-006-4 with California Department of Public Health (CDPH), to increase the amount payable to the County by $16,724 to a new amount not to exceed $3,889,680 for the Future of Public Health (FoPH) funding for Public Health Services Division's workforce and infrastructure with no change in the term ending June 30, 2025. (No County match)

FISCAL IMPACT:
Acceptance of the Grant Award will result in an additional payment to the County up to $16,724 from CDPH. No County match is required.

BACKGROUND:
The Budget Act of 2022 provides $200,400,000 annually to local health jurisdictions for public health workforce and infrastructure. These funds are considered ongoing funds and part of ongoing baseline state budget.

The County's Public Health Division collaborates with all other Health Services Department's divisions on a regular basis. Enhancing the infrastructure of the division will support the Health Services Department at large by providing a streamlined and centralized center of operations. The Public Health Division supports the Contra Costa Regional Medical Center and Health Centers in several clinical functions including quality improvement coordination. Other Public Health Programs such as the Opioid Initiative overlaps operations with Contra Costa Regional Medical Center and Health Centers and Behavioral Health divisions. The Health Care for the Homeless and Enhanced Care Management Programs coordinate directly with Health, Housing and Homeless Services Division on a regular basis. This funding will improve the relationships and outcomes of these collaborations.

On September 25, 2024, the Board of Supervisors accepted Grant Award #78-006-3 with CDPH, to pay the County in an amount not to exceed $3,872,956 for FoPH funding for the period July 1, 2024 through June 30, 2025.

Acceptance of Grant Award #78-006-4 will allow County to receive additional funding from CDPH for Public Health Services Division's workforce and infrastructure through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Award is not approved, the County will not receive additional FoPH funding to support Public Health Services Division's workforce and infrastructure initiative.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4852 **Agenda Date:** 11/18/2025 **Agenda #:** C.53.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-737 with We Care Services for Children

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-737 with We Care Services for Children, a non-profit corporation, in an amount not to exceed $406,817, to provide Measure X-funded mental health services to support preschool aged children up to five (5) years of age and their families in Contra Costa County for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $406,817 for FY 2025-26 and will be funded 100% by Mental Health Measure X Funds.

BACKGROUND:
This Contract meets the social needs of the County's population by providing Measure X-funded mental health services to vulnerable populations including children ages zero to five (0 to 5) residing in Contra Costa County. Measure X is a half-cent Countywide sales tax that the Measure X Community Advisory Board (MXCAB) recommended to the Board of Supervisors. The Board of Supervisors placed the sales tax proposal on the November 2020 ballot before voters with the goal of providing local funds for local priorities. The tax was passed on November 3, 2020, and generates approximately $120 million each year to support a variety of County mental health services. This Contract has direct impact on the health and safety of our community.

Contractor's services include, but are not limited, to providing mental health services for preschool children ages (0 to 5) and their families through the Birth to Six (BTS) collaborative program and the preschool mental health consultation (PMHC) program services. This Contractor is a new Measure X-funded recipient and has provided mental health services for the County since July 1997. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Following a Request for Proposal (RFP), this Contract was awarded to We Care Services for Children by Public Works on April 8, 2025.

Approval of new Contract #74-737 will allow the Contractor to provide Measure X-funded mental health services through June 30, 2026. Contract delay was due to extended contract negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Measure X-funded mental health services Contract is not approved, County residents will not have access to Contractor's program services.

CHILDREN's IMPACT STATEMENT:
This Measure X-funded mental health services program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4853 **Agenda Date:** 11/18/2025 **Agenda #:** C.54.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-740 with Desarrollo Familiar, Inc. (dba Familias Unidas)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-740 with Desarrollo Familiar, Inc. (dba Familias Unidas), a non-profit corporation, in an amount not to exceed $250,000, to provide Measure X-funded mental health services to support County residents up to twenty-six (26) years of age for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $250,000 for FY 2025-26 and will be funded 100% by Mental Health Measure X funds.

BACKGROUND:
This Contract meets the social needs of the County's population by providing Measure X-funded mental health services to vulnerable populations including but not limited to young adults up to the age of twenty-six (26) and the lesbian, gay, bisexual, transgender, queer, intersex, and plus (LGBTQI+) communities residing in Contra Costa County. Measure X is a half-cent Countywide sales tax the Measure X Community Advisory Board (MXCAB) recommended to the Board of Supervisors. The Board of Supervisors placed the sales tax proposal on the November 2020 ballot before voters with the goal of providing local funds for local priorities. The tax was passed on November 3, 2020, and generates approximately $120 million each year to support a variety of County mental health services. This Contract has a direct impact on the health and safety of our community. Contractor's services will include, but are not limited to, providing mental health services for young adults who are lesbian, gay, bisexual, transgender, queer, intersex and plus (LGBTQI+) up to twenty-six (26) years of age through a full range of therapy services. This Contractor is a new Measure X-funded recipient and has provided mental health services for the County since February 1997.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Following a Request for Proposal (RFP), this Contract was awarded to Desarrollo Familiar, Inc. (dba Familias Unidas), by Public Works on April 8, 2025.

Approval of new Contract #74-740 will allow the Contractor to provide Measure X-funded mental health

services through June 30, 2026. Contract delay was due to extended Contract negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Measure X-funded mental health services Contract is not approved, County residents will not have access to Contractor's program services in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:
This Measure X-funded mental health services program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School"; "Children and Youth Healthy and Preparing for Productive Adulthood"; 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).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4854 **Agenda Date:** 11/18/2025 **Agenda #:** C.55.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-736 with Early Childhood Mental Health Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-736 with Early Childhood Mental Health Program, a non-profit corporation, in an amount not to exceed $293,183, to provide Measure X-funded mental health services to support children up to age seven (7) and their families in Contra Costa County for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $293,193 for FY 2025-26 and will be funded 100% by Mental Health Measure X funds.

BACKGROUND:
This Contract meets the social needs of the County's population by providing Measure X-funded mental health services to vulnerable populations including but not limited to: children ages zero to seven (0 to 7), and the lesbian, gay, bisexual, transgender, queer, intersex, and plus (LGBTQI+) communities residing in Contra Costa County. Measure X is a half-cent Countywide sales tax the Measure X Community Advisory Board (MXCAB) recommended to the Board of Supervisors. The Board of Supervisors placed the sales tax proposal on the November 2020 ballot before voters with the goal of providing local funds for local priorities. The tax was passed on November 3, 2020, and generates approximately $120 million each year to support a variety of County mental health services. This Contract has a direct impact on the health and safety of our community. Contractor's services will include, but are not limited to, providing mental health services for children ages 0 to 7 and their families through Perinatal Mental Health Services (PMHS) and Identity-Creative and Questioning Group (ICQG) program services. This Contractor is a new Measure X-funded recipient and has provided mental health services for the County since April 2003.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Following a Request for Proposal (RFP), this Contract was awarded to Early Childhood Mental Health Program by Public Works on April 8, 2025.

Approval of new Contract #74-736 will allow the Contractor to provide Measure X-funded mental health

services through June 30, 2026. Contract delay was due to extended Contract negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Measure X-funded mental health services Contract is not approved, County residents will not have access to Contractor's program services in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:
This Measure X-funded mental health services program supports the following Board of Supervisors' community outcomes: "Children Ready for and Succeeding in School". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4855 **Agenda Date:** 11/18/2025 **Agenda #:** C.56.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-794 with ADEii Health Inc

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-794 with ADEii Health Inc, a corporation, in an amount not to exceed $400,000, to provide behavioral health therapy services for Contra Costa Health Plan (CCHP) members and County recipients, for the period January 1, 2026 through December 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $400,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide behavioral health therapy services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This is a new Contractor who will provide these services and foster a deep understanding of CCHP's mission, values and long-term objectives starting January 1, 2026. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

Approval of new Contract #77-794 will allow the Contractor to provide behavioral health therapy services for CCHP members and County recipients through December 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain behavioral health therapy services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4856 **Agenda Date:** 11/18/2025 **Agenda #:** C.57.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-790 with Lime Ridge Healthcare LLC (dba Concord Post Acute)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-790 with Lime Ridge Healthcare LLC (dba Concord Post Acute), a limited liability company, in an amount not to exceed $24,000,000, to provide Skilled Nursing Facility (SNF) and Sub-Acute Facility (SAF) services for Contra Costa Health Plan (CCHP) members and County recipients for the period November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $24,000,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized SNF and SAF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF or SAF to receive care for those who no longer meet medical necessities in a hospital setting and until they are well enough to be sent home. These SNF and SAF services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. Contractor's proven track record and established reputation within the medical community mitigates potential risks associated with CCHP's success and patient well-being. This Contractor is newly part of the CCHP Provider Network and will provide SNF and SAF services while fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives starting November 1, 2025.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. The nature of the SNF and SAF services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's

Purchasing Division.

Approval of Contract #77-790 will allow the Contractor to provide SNF and SAF services for CCHP members and County recipients through October 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved certain specialized SNF and SAF health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4857 **Agenda Date:** 11/18/2025 **Agenda #:** C.58.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #25-118-2 with Bay Area Community Services, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-118-2 with Bay Area Community Services, Inc., a non-profit corporation, in an amount not to exceed $963,606 to provide rapid re-housing, homeless prevention and shallow subsidy services to individuals and families experiencing homelessness or at risk of homelessness in Contra Costa County, for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in additional budgeted expenditures up to $963,606 funded by 25% Housing and Homeless Incentive and Prevention (HHIP) funds and 75% by Measure X Housing funds.

BACKGROUND:
This Contract meets the social needs of county's population by providing rapid re-housing, homeless prevention, and shallow subsidy services to the homeless population in Contra Costa County. These services include case management which will assist participants with food assistance, substance use treatment, education and training, employment and benefits assistance, health care, mental health counseling, childcare, and credit repair. Rapid re-housing services also include providing financial assistance for security deposits, utility deposits/payments, moving costs, hotel/motel vouchers, paid shelter costs, housing application and credit/background check fees, partial, tiered or full rental subsidies, to individuals and families experiencing homelessness or who are at risk of becoming homeless.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000. This contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Health, Housing and Homeless Services Division Contract Monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the contract are upheld. This contractor has been a longstanding partner in previous projects, fostering a deep understanding of our organization's mission, values, and long-term objectives. Engaging them again will enable knowledge transfer, avoiding knowledge gaps and ensuring continuity in service delivery to vulnerable populations experiencing housing instability or homelessness. The request for proposal (RFP) was posted on October 4, 2024 and closed on November 22, 2024. Bay Area Community Services, Inc. was selected through the RFP process on March 3, 2025.

On December 12, 2023, the Board of Supervisors approved Contract #25-118 with Bay Area Community

Services, Inc., in an amount not to exceed $2,681,135 for the provision of rapid re-housing, homeless prevention and shallow subsidy services to individuals and families experiencing homelessness or at risk of homelessness in Contra Costa County for the period October 1, 2023 through March 31, 2025.

On January 14, 2025, the Board of Supervisor approved Contract Amendment/Extension #25-118-1 with Bay Area Community Services, Inc., effective September 1, 2024, to increase the payment limit by $1,718,200 to a new payment limit of $4,399,335 and extend the term date from March 31, 2025 to June 30, 2025 for additional rapid re-housing, homeless prevention and shallow subsidy services to individuals and families experiencing homelessness in Contra Costa County.

Approval of Contract #25-118-2 will allow the Contractor to continue to provide rapid re-housing, homeless prevention and shallow subsidy services through June 30, 2026. This Contract is late due to prolonged negotiations for additional services and budget between the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, individuals and families will not receive available housing services further putting the health of those individuals and families and may increase the number of unhoused in the County.

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).

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4858 **Agenda Date:** 11/18/2025 **Agenda #:** C.59.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Unpaid Student Training Agreement #72-179-1 with California State University, Dominguez Hills

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #72-179-1 with California State University, Dominguez Hills, an educational institution, to provide supervised field instruction in County's Public Health Division to nursing students, for the period from January 1, 2026 through December 31, 2029.

FISCAL IMPACT:
None. This is a non-financial agreement.

BACKGROUND:
The purpose of this Agreement is to provide California State University, Dominguez Hills nursing students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

In February of 2022, the County Administrator approved and the Purchasing Services Manager executed Unpaid Student Training Agreement #72-179 with California State University, Dominguez Hills to provide supervised fieldwork instruction experience with County's Public Health Division for their students, for the period March 1, 2022 through February 28, 2025.

Approval of Unpaid Student Training Agreement #72-179-1 will allow Contractor's nursing students to continue to receive supervised fieldwork instruction experience with County's Public Health Division through December 31, 2029. This Contract includes a mutual indemnification provision to hold harmless both parties from any claims arising from the performance under this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, the Contractor's nursingstudents will not receive supervised fieldwork instruction experience in County's Public Health Division.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4859 **Agenda Date:** 11/18/2025 **Agenda #:** C.60.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-323-2 with John Muir Magnetic Imaging Center

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #77-323-2 with John Muir Magnetic Imaging Center, a general partnership, in an amount not to exceed $3,000,000, to provide diagnostic imaging services for Contra Costa Health Plan (CCHP) members and County recipients, for the period September 1, 2025 through August 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized diagnostic imaging services including, but not limited to: magnetic resonance imaging (MRI) and computerized tomography (CT) 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 diagnostic imaging services fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since September 1, 2021.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On June 13, 2023, the Board of Supervisors approved Contract #77-323-1 with John Muir Magnetic Imaging Center, in an amount not to exceed $2,500,000, for the provision of diagnostic imaging services for CCHP members and County recipients for the period September 1, 2023 through August 31, 2025.

Approval of Contract #77-323-2 will allow the Contractor to continue providing diagnostic imaging services through August 31, 2027. Contract delay was due to extended negotiation of Contract terms between Division

and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized diagnostic imaging services for CCHP members under the terms of their Individual and Group Health Plan membership Contracts with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4860 **Agenda Date:** 11/18/2025 **Agenda #:** C.61.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #74-475-67(9) with Anna Cragin, LMFT

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #74-475-67(9) with Anna Cragin, LMFT a sole proprietor, effective November 1, 2025, to amend Contract #74-475-67(7), to increase the payment limit by $50,000 from $250,000 to a new payment limit of $300,000 for additional Medi-Cal specialty mental health services to members in East Contra Costa County, with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $50,000 and will be funded by 30% Federal Medi-Cal, 30% State Mental Health Realignment funds, and 40% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services for members of all ages in East Contra Costa County. Services include but are not limited to providing assessment, testing, therapy and medication monitoring for treatment of anxiety, bipolar, depression, grief/loss, personality disorders, substance related disorders, and sexual and gender identity disorders. This Contractor has been providing these services as part of the Department's Behavioral Health Services Network since May of 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Welfare and Institutions Code § 5775 et seq.; Welfare and Institutions Code §§ 14680-14685; and California Code of Regulations (CCR), Title 9 § 1810.100 et seq. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On July 9, 2024, the Board of Supervisors approved Contract #74-475-67(7) with Anna Cragin, LMFT, in an amount not to exceed $250,000 for the provision of Medi-Cal specialty mental health services, for the period July 1, 2024 through June 30, 2026.

Approval of Contract Amendment #74-475-67(9) will allow the Contractor to provide additional Medi-Cal specialty mental health services through June 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the Contract will not have sufficient funds to pay Contractor and members will not have access to Contractor's additional Medi-Cal specialty mental health services, which could result in increased wait times for services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4861 **Agenda Date:** 11/18/2025 **Agenda #:** C.62.

To: Board of Directors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #26-856-35 with Diablo Pulmonary Medical Group, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #26-856-35 with Diablo Pulmonary Medical Group, Inc., a corporation, in an amount not to exceed $948,000, to provide pulmonary disease services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $948,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary specialty health services to their patients. CCRMC has contracted with Diablo Pulmonary Medical Group, Inc. for pulmonary disease services including clinical coverage, consultation, training, on-call and surgical procedures, since December 1, 1982.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Per Administrative Bulletin 600.3, the Contractor provides physician services and is exempt from solicitation requirements.

On September 13, 2022, the Board of Supervisors approved Contract #26-856-34 with Diablo Pulmonary Medical Group, Inc., in an amount not to exceed $948,000, for the provision of pulmonary disease services for CCRMC and Contra Costa Health Centers for the period October 1, 2022 through September 30, 2025.

Approval of Contract #26-856-35 will allow the Contractor to continue providing pulmonary disease services through September 30, 2028. The delay of this Contract was due to ongoing negotiations between the division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the necessary specialty pulmonary disease services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4862 **Agenda Date:** 11/18/2025 **Agenda #:** C.63.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Payment for Services Provided by iRhythm Technologies, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay $330,300 to iRhythm Technologies, Inc., for providing remote cardiac monitoring services for patients at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period of April 1, 2025 through October 31, 2025, as recommended by the Health Services Director.

FISCAL IMPACT:
Approval of this payment will result in a one-time expenditure of up to $330,300 and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contracts to provide necessary specialty health services to its patients. iRhythm Technologies. Inc. has the only Food and Drug Administration (FDA) approved artificial intelligence (Al) algorithm across all cardiac arrhythmia classes and is user friendly. The Zio Patch cardiac monitoring device can quickly and accurately read 1.5 million heart beats per patient record, at the same accuracy as a panel of human experts. The Zio patch cardiac monitoring device is the only wearable patch on the market that can be placed on a patient's chest for up to 14 days uninterrupted.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000. This contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. Contractor is a Sole Source provider and was approved by the Public Works Department's Purchasing Division on September 25, 2023, for their expertise in cardiac monitoring services.

On October 17, 2023, the Board of Supervisors approved Contract #76-830 with iRhythm Technologies, Inc., in an amount not to exceed $800,000, to provide remote cardiac monitoring services for patients at CCRMC and Contra Costa Health Centers, for the period November 1, 2023 through October 31, 2025.

Due to an increase in remote cardiac monitoring services needed by CCRMC, additional services were requested by the County without sufficient time to amend the Contract. Contractor provided these services in good faith, which exceeded the original payment limit by $330,300.

Therefore, the County has determined that with iRhythm Technologies, 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. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed $330,300 to with iRhythm Technologies, Inc.

CONSEQUENCE OF NEGATIVE ACTION:
If this payment is not approved, the Contractor will not be paid for services requested by CCRMC and provided by Contractor provided in good faith.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4863 **Agenda Date:** 11/18/2025 **Agenda #:** C.64.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-830-1 with iRhythm Technologies, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-830-1 with iRhythm Technologies, Inc., a corporation, in an amount not to exceed $800,000, to provide remote cardiac monitoring services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period November 1, 2025 through October 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $800,000 over a two-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary specialty health services to its patients. The County has been contracting with iRhythm Technologies, Inc. since November 2023 to provide remote cardiac monitoring services at CCRMC and Contra Costa Health Centers. Contractor has the only Food and Drug Administration (FDA) approved artificial intelligence (Al) algorithm across all cardiac arrhythmia classes and is user friendly. The Zio Patch cardiac monitoring device can quickly and accurately read 1.5 million heart beats per patient record, at the same accuracy as a panel of human experts. The Zio patch cardiac monitoring device is the only wearable patch on the market that can be placed on a patient's chest for up to 14 days uninterrupted.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contractor was approved by the Public Works Department's Purchasing Division on July 15, 2025.

On October 17, 2023, the Board of Supervisors approved Contract #76-830 with iRhythm Technologies, Inc., in an amount not to exceed $800,000, to provide remote cardiac monitoring services at CCRMC and Contra Costa Health Centers for the period November 1, 2023 through October 31, 2025.

Approval of Contract #76-830-1 will allow the Contractor to continue providing remote cardiac monitoring services through October 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, FDA-approved remote cardiac monitoring services will not be available to patients at CCRMC and Contra Costa Health Centers further putting their health at risk by administering a less accurate cardiac monitoring device.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4864 **Agenda Date:** 11/18/2025 **Agenda #:** C.65.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Approval of Contract #26-242-11 with Alert Building Maintenance, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County, Contract #26-242-11 with Alert Building Maintenance, Inc., a corporation, in an amount not to exceed $350,000, to provide window washing and maintenance services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $350,000 over a three-year period and funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
The County has been contracting with the Contractor since August 2015 to provide window washing, pressure washing, power steam washing and maintenance services at CCRMC and Contra Costa Health Centers. The services will include all interior and exterior windows and other surfaces.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Following a Request for Proposal (RFP), this Contract was awarded to Alert Building Maintenance, Inc. by Public Works Department on September 15, 2025.

In May 2023, the County Administrator approved and the Purchasing Services Manager executed Contract #26-249-9 with Alert Building Maintenance, Inc., in an amount not to exceed $190,000, to provide window washing and maintenance services at CCRMC and Contra Costa Health Centers, for the period July 1, 2023 through June 30, 2025.

In August 2024, the Purchasing Services Manager executed Contract Amendment #26-249-10, with Alert Building Maintenance, Inc., effective May 1, 2024, to modify the fee schedule with no change to the original payment limit of $190,000 or term ending June 30, 2025.

Under Contract #26-242-11, Contractor will provide window washing, pressure washing, power steam washing

and maintenance services for the period November 1, 2025 through October 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, CCRMC and Contra Costa Health Centers will not receive Contractor's window washing and maintenance services needed in order to comply with the Occupational Safety and Health Administration (OSHA) and The Joint Commission standards.

File #: 25-4865 **Agenda Date:** 11/18/2025 **Agenda #:** C.66.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-236-4 with Diagnostic Radiological Imaging Medical Group

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-236-4 with Diagnostic Radiological Imaging Medical Group, a general partnership, effective January 1, 2026, to amend Contract #77-236-3, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services, with no change in the payment limit of $260,000 and with no change in the term ending July 31, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $260,000 which is funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain diagnostic radiology imaging services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

In July 2024, the Purchasing Services Manager executed Contract #77-236-2 with Diagnostic Radiological Imaging Medical Group, in an amount not to exceed $60,000 to provide diagnostic radiology imaging services to Contra Costa Health Plan members and County recipients for the period August 1, 2024 through July 31, 2026.

On September 24, 2024, the Board of Supervisors approved Contract Amendment #77-236-3 with Diagnostic Radiological Imaging Medical Group, effective September 1, 2024 to increase the payment limit by $200,000 to a new payment limit of $260,000 for additional diagnostic radiology imaging services with no change in

term.

Approval of Contract Amendment #77-236-4 will allow Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will not be compliant with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4866 **Agenda Date:** 11/18/2025 **Agenda #:** C.67.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #27-824-7 with Arthritis & Rheumatology Medical Associates, Inc. (dba Northern California Arthritis Center)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-824-7 with Arthritis & Rheumatology Medical Associates, Inc. (dba Northern California Arthritis Center), a corporation, in an amount not to exceed $2,550,000, to provide rheumatology services to Contra Costa Health Plan (CCHP) members and County recipients, for the period November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $2,550,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain medical specialty services, including rheumatology 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 while fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since November 2010.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

On October 11, 2022, the Board of Supervisors approved Contract #27-824-6 with Arthritis & Rheumatology Medical Associates, Inc. (dba Northern California Arthritis Center), in an amount not to exceed $1,500,000, for the provision of rheumatology services for CCHP members and County recipients, for the period November 1, 2022 through October 31, 2025.

Approval of Contract #27-824-7 will allow the Contractor to continue providing rheumatology services for

CCHP members and County recipients through October 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain rheumatology services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and such services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4867 **Agenda Date:** 11/18/2025 **Agenda #:** C.68.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-234-3 with California Spine Center, A Professional Medical Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-234-3 with California Spine Center, A Professional Medical Corporation, a professional corporation, effective January 1, 2026 to amend Contract #77-234-2, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the original payment limit of $360,000 and with no change in the term ending July 31, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $360,000 and is funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain pain management services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP physician services are exempt from solicitation requirements.

On August 6, 2024, the Board of Supervisors approved Contract #77-234-2 with California Spine Center, A Professional Medical Corporation, in an amount not to exceed $360,000 to provide pain management services to Contra Costa Health Plan members and County recipients for the period August 1, 2024 through July 31, 2027.

Approval of Contract Amendment #77-234-3 will allow Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through July 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will not be compliant with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4868 **Agenda Date:** 11/18/2025 **Agenda #:** C.69.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-118-3 with Lincare Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-118-3 with Lincare Inc., a corporation, in an amount not to exceed $800,000, to provide Durable Medical Equipment (DME) services to Contra Costa Health Plan (CCHP) members and County recipients for the period November 1, 2025 through October 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $800,000 over a 2-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized DME health care services including all related equipment and medical supplies and services to CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor was previously under a Memorandum of Understanding (MOU) and was converted into a County standard Contract in May 2023. Lincare Inc., has been part of the CCHP Provider Network providing DME services while fostering a deep understanding of the CCHP organizations, mission, values, and long-term objectives.

This Contract is entered into under and subject to the following legal authorities: California Government Code § 26227 and 31000; and health and Safe Code §1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

On November 7, 2023, the Board of Supervisors approved Contract #77-118-1 with Lincare Inc., in an amount not to exceed $800,000, for the provision of DME supplies and related services for CCHP Members and County recipients, for the period November 1, 2023 through October 31, 2025.

Approval of Contract #77-118-3 will allow the Contractor to continue to provide DME services to CCHP

members and County recipients through October 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized DME related services and supplies for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4869 **Agenda Date:** 11/18/2025 **Agenda #:** C.70.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-605-6 with Aurrera Health Group, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-605-6 with Aurrera Health Group, LLC, a limited liability company, in an amount not to exceed $250,000, to provide consultation and technical assistance services to Behavioral Health Services Division (BHSD) Director in regard to Department of Health Care Services (DHCS) welfare and institution code requirements associated with behavioral health providers for the period from September 1, 2025 through August 31, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $250,000 and will be funded as budgeted by the department in FY 2025-26, by 75% Federal Medi-Cal and 25% Mental Health Realignment funds.

BACKGROUND:
This Contractor provides consultation and technical assistance services to the BHSD, with regard to claim procedures, contract compliance, provider compliance and communication. Consulting is essential to ensure that BHSD in meeting Department of Health Care Services (DHCS) welfare and institution codes. This Contractor has been a part of the the BHSD Provider Network providing consultation and technical assistance services fostering a deep understanding of the BHSD's organization's mission, values, and long-term objectives since September 1, 2019.

This Contract is entered into under and subject to the following legal authorities: California Government Code 26227 and 31000. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contractor was approved by Public Works Department on August 20, 2025.

In June 2024, the Purchasing Services Manager executed Contract #74-605-5 with Aurrera Health Group, LLC, in an amount not to exceed $100,000, for the provision of consultation and technical assistance to the BHSD Director, for the period September 1, 2024 through August 31, 2025.

Approval of Contract #74-605-6 will allow the Contractor to continue to provide consultation and technical assistance services through August 31, 2026. This Contract is delayed due to the division not receiveing the necessary documentation from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, BHSD will not receive the benefits of compliance consultation from the Contractor and state mandated requirements will not be met.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4870 **Agenda Date:** 11/18/2025 **Agenda #:** C.71.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-093-4 with Change Healthcare Solutions, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-093-4 with Change Healthcare Solutions, LLC, a limited liability company, effective October 1, 2025, to amend Contract #77-093-3, to increase the payment limit by $190,000, from $160,000 to a new payment limit of $350,000, for additional professional consulting and management support services with regard to the executive administration of the Contra Costa Health Plan (CCHP) with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $190,000 as budgeted by the department and funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain specialized managed care regulatory compliance consulting and management support services for its executive administration team. These professional consulting services will include support in the areas of Quality, Case Management, Utilization Management, Member Services, Operations and Program Redesign. This contractor has been providing such support for CCHP and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since February 2018.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Medicare and Medicaid programs have stringent accreditation and compliance standards that healthcare providers such as CCHP must meet. Change Healthcare Solutions, LLC, has a demonstrated history of maintaining the required accreditations and compliance with these federal regulations.

The nature of the managed care regulatory compliance consulting services needed is complex and requires seamless coordination, integration and collaboration with existing programs and systems. This Contract renewal will maintain comprehensive area coverage for the entire CCHP membership and meet the Knox-

Keene Act, time and distance mandate required by the State of California Department of Managed Health Care (DMHC) services and assist with the CCHP Single Plan Model which will be effective January 1, 2024. This Contractor has been approved by the Public Works Department's Purchasing Division on October 30, 2023.

In November 2024, the County Administrator approved and the Purchasing Services Manager executed Contract #77-093-3 with Change Healthcare Solutions, LLC, in an amount not to exceed $160,000, for the provision of professional consulting and management support services for CCHP's executive administration team, for the period July 1, 2024 through June 30, 2026. Contract delay was due to negotiation of language between Contractor and County. This Contract limits the Contractor's liability for damages to the fees paid to Contractor by County for the twelve (12) months prior to the month in which the most current event giving rise to the liability occurred. Under the Contract, The Contractor is not liable to the County for certain damages, including indirect or consequential, exemplary, punitive, or special damages. The accompanying HIPAA Business Associate Addendum (BAA) also includes a mutual indemnification provision, which requires each party to save, hold harmless, indemnify and defend the other party for losses suffered as a result of a party's breach of the BAA.

Approval of Contract Amendment #77-093-4 will allow the Contractor to provide additional professional consulting and management support services to the CCHP executive administration team through June 30, 2026. Contract Amendment delay was due to lack of real time knowledge of expenditures by the division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, certain specialized professional consulting and management support services for CCHP will not be provided and may risk County not being in compliance with managed care regulatory and state requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4871 **Agenda Date:** 11/18/2025 **Agenda #:** C.72.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-237-4 with Stockton Diagnostic Imaging

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-237-4 with Stockton Diagnostic Imaging, a general partnership, effective January 1, 2026, to amend Contract #77-237-3, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services, with no change in the payment limit of $230,000 and with no change in the term ending July 31, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $230,000 which is funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain diagnostic radiology imaging services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

In July 2024, the Purchasing Services Manager executed Contract #77-237-2 in an amount not to exceed $30,000, with Stockton Diagnostic Imaging for the provision outpatient diagnostic radiological imaging services for CCHP members for the period August 1, 2024 through July 31, 2026.

On September 24, 2024, the Board of Supervisors approved Contract Amendment #77-237-3 with Stockton Diagnostic Imaging, effective September 1, 2024 to increase the payment limit by $200,000 to a new payment limit of $230,000 for additional diagnostic radiology imaging services with no change in term.

Approval of Contract Amendment #77-237-4 will allow Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will not be compliant with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4873 **Agenda Date:** 11/18/2025 **Agenda #:** C.73.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment Agreement #23-885-1 with Contra Costa Regional Health Foundation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-885-1 with Contra Costa Regional Health Foundation, a non-profit corporation, effective November 1, 2025, to amend Contract #23-885, to provide additional fiscal agent services with regard to the Healthcare Literacy Council Pilot Program and to modify the payment terms with no change in the original payment limit of $650,000 or term ending June 30, 2028, subject to approval by the County Administrator and approval as to form by the County Counsel.

FISCAL IMPACT:
No change to the original funding of 77% Contra Costa Fire Protection District, 15% County General Fund and 8% Contra Costa Health Plan Enterprise II Fund. (No Rate Increase)

BACKGROUND:
California is in the midst of a "Silver Tsunami" as the bulk of the State's large baby boomer population moves toward retirement and becomes eligible for Medicare. At the same time, Medi-Cal eligible populations may be accessing traditional health insurance for the first time. Because both populations may have limited or no experience with traditional health insurance, the goal of the Healthcare Literacy Council is to assist and educate all community members with special focus on Medicare and Medi-Cal populations on how to best navigate healthcare, capitalize upon wellness approaches, and efficiently access care. A full-scale education and promotion campaign will be piloted in parts of East County including Antioch, Brentwood, Oakley, Bethel Island, Bryon, Discovery Bay and Knightsen. Program outcomes will be reported and possibly expanded to other parts of the County.

The Contra Costa Regional Health Foundation will act as fiscal agent working in collaboration with Contra Costa Health and the CCCFPD, with additional funding from Contra Costa County's Measure X. The Healthcare Literacy Council is a three (3) year pilot program. Contra Costa Regional Health Foundation will act as Fiscal Agent for only the allocated funding sources (CCHP, Measure X and the CCCFPD) totaling $650,000.

On July 22, 2025, the Board of Supervisors approved Contract #23-885 with Contra Costa Regional Health Foundation, in an amount not to exceed $650,000 to act as a fiscal agent with regard to the Healthcare Literacy Council Pilot Program, through June 30, 2028.

This notice is provided to disclose that pursuant to California Government Code section 1091.5, subdivisions (a)(7) and (a)(8), the following County employees who are on the Contra Costa Regional Health Foundation Board of Directors have a non-interest in Contract #23-885 with Contra Costa Regional Health Foundation: Rhonda Smith, Chris Farnitano, David Goldstein, William Walker, David Culberson, Sarah McNeil, and Grant Colfax.

Approval of Amendment Agreement #23-885-1 will allow the Contractor to provide additional fiscal agent services with regard to the Healthcare Literacy Council Pilot Program and align payment terms to match the intent of the County and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this amendment is not approved, the County will not be able to pay the Contract in accordance with the intent of the agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4872 **Agenda Date:** 11/18/2025 **Agenda #:** C.74.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Henry Schein, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the execution of a one-time purchase order with Henry Schein, Inc. in an amount not to exceed $90,261, the Standard Terms of Sale and Supplemental Terms and Conditions for the purchase of dental equipment, chairs and accessories for the West County Detention Facility at Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $90,261 and will be funded by the General Fund.

BACKGROUND:
The West County Detention Facility (WCDF) is launching a new site to support the West County Reentry Treatment and Housing (WRTH) program. This new facility will provide comprehensive medical services, including dental care, to support the health and rehabilitation needs of its residents. The WRTH program is designed to house up to 288 mental health (MH) inmates and will be staffed by dedicated detention medical personnel. As part of the site's operational readiness, the program requires the procurement of dental equipment to establish a fully functional dental office within the facility.

Henry Schein's Standard Terms of Sale include a liability clause stating that any claims related to loss, injury, damage, or death resulting from the use or sale of a product must be directed solely to the product's manufacturer. Henry Schein disclaims responsibility for such claims. Additionally, the agreement specifies that Henry Schein will not be liable for any indirect, incidental, punitive, special, or consequential damages, including but not limited to lost profits or loss of goodwill. This applies to any breach of the agreement or common law duties, regardless of whether the damages were caused by negligence, and even if Henry Schein was notified of the potential for such damages.

On January 14, 2025 the Board of Supervisors approved agenda item C.32 which authorized the Purchasing Agent to execute multiple purchase orders for furniture, fixtures and equipment necessary to complete the WRTH project. This action did not include executing vendor agreements or accepting vendor terms and conditions.

Approval of this purchase would authorize the West County Detention Facility to proceed with the acquisition

and installation of the required dental equipment to support the new WRTH program.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, West County Detention Facility may face delays in opening the dental office, which could impact the timely delivery of essential oral health services to WRTH program participants.

HENRY SCHEIN®
DENTAL

QUOTE# 202506222217001

Equipment Deposits
PO Box 360920
Pittsburgh, PA 15251-6920

Correspondence
135 Duryea Road
Melville, NY 11747

Date:	Acct No:	Estimated Install Date:
07/03/2025	2995985	09/01/2025
Field Sales Consultant:	**Sales Specialist:**	**Sales Specialist:**
Eric Shaw	Kevin Mcbee	

Installation Address: 5555 Giant Hwy

Bill To:	County Of Contra Costa For WCDF		**City:** Richmond	**State:** CA	**Zip:** 94806
Address:	5555 Giant Hwy		**Phone:**	**Fax:**	
City:	Richmond	**State:** CA **Zip:** 94806	**Order Type:**		
Deliver To:			Henry Schein Dental		
Phone:	5102624372		**Address:**		
Fax:			**City:**	**State:**	**Zip:**
Email:			**Phone:**	**Fax:**	

Quote

Qty	Manufacturer	Item Code	Description	Price	Total
			A-dec 411 Chair	$9,607.00	$9,607.00
1	ADEC	492-9036	411 Chair, No Uph		
1	ADEC	492-8731	Seamless Upholstery		
1	ADEC	492-8550	Floor Box,Ctrd,511/311B		
			Upholstery Color:		
			A-dec 332PRO TRAD Delivery System, Chair Mt		
1	ADEC	143-8277	332PRO TRAD Radius Delivery System, Chair Mt	$4,976.00	$4,976.00
1	ADEC	493-0337	Tray Holder	$365.00	$365.00
1	ADEC	493-0951	1 Standard SS Tray	$40.00	$40.00
1	ADEC	143-8210	Doctor's Control Pad 5	$531.00	$531.00
1	ADEC	492-8743	Intraoral Light Source	$436.00	$436.00
1	ADEC	492-8775	4 Position Control Block	$777.00	$777.00
1	ADEC	492-9140	6-Pin Fiberoptic Tubing	$166.00	$166.00
1	ADEC	492-9141	4-Hole Tubing	$112.00	$112.00
1	ADEC	492-9141	4-Hole Tubing	$112.00	$112.00
1	ADEC		Satelec Newtron Slim B.LED Piezo Scaler	$2,632.00	$2,632.00
1	ADEC	492-9124	Tip Kt f. Piezo Scaler	$436.00	$436.00
			A-dec 551STA Radius ASST INSTM, Chair Mt	$2,696.00	$2,696.00
1	ADEC	143-8320	551STA Radius ASST INSTM, Chair Mt		
1	ADEC	493-0636	Additional (2nd) HVE		
1	ADEC	492-8750	400 Sprt Link		
			A-dec 572L LED Dental Light, Chair Mt	$4,030.00	$4,030.00
1	ADEC	492-9082	572L LED Dental Light, Chair Mt		
			A-Dec Stools		
1	ADEC	492-9121	521 Doctor's Stool	$1,240.00	$1,240.00
1	ADEC	492-9122	522 Asst Stool	$1,368.00	$1,368.00
			Upholstery Color:		

HENRY SCHEIN®
DENTAL

QUOTE# 202506222217001

Equipment Deposits
PO Box 360920
Pittsburgh, PA 15251-6920

Correspondence
135 Duryea Road
Melville, NY 11747

Date:	Acct No:	Estimated Install Date:
07/03/2025	2995985	09/01/2025
Field Sales Consultant:	**Sales Specialist:**	**Sales Specialist:**
Eric Shaw	Kevin Mcbee	
Installation Address: 5555 Giant Hwy		

Bill To: County Of Contra Costa For WCDF		**City:** Richmond	**State:** CA **Zip:** 94806
Address: 5555 Giant Hwy		**Phone:**	**Fax:**
City: Richmond	**State:** CA **Zip:** 94806	**Order Type:**	
Deliver To:		Henry Schein Dental	
Phone: 5102624372		**Address:**	
Fax:		**City:**	**State:** **Zip:**
Email:		**Phone:**	**Fax:**

Qty	Manufacturer	Item Code	Description	Price	Total
			Xray Equipment		
1	PLANM	445-1369	Pro-X Xray Unit, 75In, Wall Mt	$4,351.00	$4,351.00
1	PLANM	445-9465	ProSensor w/Sensor Size 2	$6,904.00	$6,904.00
1	PLANM	445-3794	ProSensor w/Sensor Size 1	$6,904.00	$6,904.00
1	DCI	642-2116	X-Ray Exposure Switch Kit	$17.00	$17.00
			Sterilization Equipment		
1	MIDMAK	147-0783	Midmark M11 Steam Sterilizer w/data logger	$7,890.00	$7,890.00
1	COLTEN	547-0400	BioSonic UC150 Ultrasonic Unit	$1,306.00	$1,306.00
			Mechanical Room		
1	ADEC	124-8031	Cmprs SC3 Twin Mtr 230V	$7,671.00	$7,671.00
1	ADEC	124-8077	DV Sys SV5 1-5 User	$12,061.00	$12,061.00
1	ADEC	129-7985	2 Button 24V Blue LED Single Gang	$305.00	$305.00
1	SOLMET	177-0029	Amalgam Separator,NXT Hg5 Mini	$726.00	$726.00
1	ADEC	493-0791	Transf Buck Boost	$443.00	$443.00
			Carts		
1	DETECT	137-1507	Gen Purpose 6 Drwr Instrument Storage Cart (Lockable)	$1,420.00	$1,420.00
1	MCC	171-3859	Alabama RDA Cart, Side-to-Side Top (Non-Lockable)	$714.00	$714.00
			Laminate Selection:		
			Purchase Includes:		
			Construction Documents for Architect		
			Onsite Project Management		
			Installation of New Equipment		
			18mth Extended Labor Warranty		

HENRY SCHEIN®
DENTAL

QUOTE# 202506222217001

Date:	Acct No:	Estimated Install Date:
07/03/2025	2995985	09/01/2025
Field Sales Consultant:	**Sales Specialist:**	**Sales Specialist:**
Eric Shaw	Kevin Mcbee	

Installation Address: 5555 Giant Hwy

Equipment Deposits
PO Box 360920
Pittsburgh, PA 15251-6920

Correspondence
135 Duryea Road
Melville, NY 11747

Bill To:	County Of Contra Costa For WCDF	**City:** Richmond	**State:** CA	**Zip:** 94806	
Address:	5555 Giant Hwy	**Phone:**	**Fax:**		
City:	Richmond	**State:** CA	**Zip:** 94806	**Order Type:**	
Deliver To:		**Henry Schein Dental**			
Phone:	5102624372	**Address:**			
Fax:		**City:**	**State:**	**Zip:**	
Email:		**Phone:**	**Fax:**		

Qty	Manufacturer	Item Code	Description	Price	Total

Subtotal:	$80,236.00
Shipping & Handling:	$2,005.90
ESTIMATED TAX:	$8,018.59
Total:	$90,260.49
Deposit:	$9,026.05
Balance Due:	$81,234.44

Payment Terms: Minimum 10% deposit required to initiate order (excluding government customers). Balance to be paid on delivery, and Customer must take delivery within three months of Estimated Install Date above. Excluding applicable terms from other applicable contract.

For dental radiation-emitting equipment, the National Council on Radiation Protection (NCRP) recommends, and many states require, a shielding design/plan review performed by a qualified expert before installation. As a service, HSD will obtain this from a qualified expert on your behalf; applicable fees will be added to your order.
If you are in a state that does not require this, and decline this service, please check the box and sign here. Decline ☐ Customer Signature_____

THIS ORDER IS SUBJECT TO HENRY SCHEIN DENTAL EQUIPMENT TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS AND CONDITIONS PROVIDED WITH PURCHASES HEREUNDER, AND THE PURCHASER AGREES TO BE BOUND THEREBY.
Orders are subject to credit approval.

X_____ _____ X _____ _____
Purchaser's Signature | Date | Sales Specialist | Date

07/31/2025 _____ _____
Prices are in effect until | Acceptance by Henry Schein Dental | Date

HENRY SCHEIN®

Dear County Of Contra Costa For WCDF: the attached equipment order (quote) is for your review from Henry Schein, Inc. dba HSD. Please read these Supplemental Terms and Conditions which are applicable to your purchase of dental equipment ("equipment" or "goods") and review all lines of the equipment order (quote) for accuracy. If all documents meet your requirements, please sign at the appropriate signature area.

DENTAL EQUIPMENT / SUPPLEMENTAL TERMS AND CONDITIONS

1. Late Delivery. HSD shall attempt to deliver on the date specified in the equipment order, but is not responsible for delays and any delays are not considered a breach by HSD hereunder.
2. Partial Delivery. By signing this equipment order, Purchaser agrees that, if in order to fulfill Purchaser's needs and/or installation requirements, HSD may make partial deliveries, and Purchaser must pay amounts owed relating to any such partial delivery. Partial billing is due upon receipt of invoice.
3. Warranty Disclaimer. Except as provided in HSD's equipment standard terms of sale, HSD does not give warranties (on products or installation). HSD personnel, including Equipment Specialists or Field Sales Consultants, are not authorized to bind HSD or to make warranties. Oral statements by HSD personnel or agents do not constitute warranties and may not be relied upon or considered a contract.
4. Labor and Services Time Periods. Labor described in your equipment order (such as maintenance, repairs, replacement of defective parts, or repairs) must be completed within 90 days following installation. Services (such as training) must be completed within 180 days following installation.
5. Repairs/Loaners. If manufacturer is unable to provide replacement product during repair HSD may endeavor to provide a temporary loaner during any period of repair, to the extent available.
6. Not Included. Costs relating to the following activities are the sole responsibility of Purchaser and ARE NOT INCLUDED IN THE PURCHASE PRICE:
   a. Disconnecting and/or reinstalling Purchaser's existing equipment
   b. Changes or additions in plumbing, electrical, or carpentry
   c. Governmental inspections, approvals, or fees
   d. Union intervention in installation or delivery
   e. Disposal of old equipment
   f. Delivery of donated equipment
   g. Insurance
7. Late Payment Charges. 1½% PER MONTH WILL BE CHARGED ON PAST DUE BALANCES (18% PER YEAR).
8. Office Space Plans. Office space plans drawn by HSD, are the sole property of HSD and are not to be used without HSD's prior written consent.
9. Purchaser's Name. The name provided in the equipment order is the exact legal name of Purchaser.
10. Return Policy. **(Return Policy) Initial Here: _____**

60 days or under	61 to 90 Days	Greater than 90 days
● Goods purchased on equipment orders through HSD will be subject to a 15% restock fee if the goods are returned in original sellable condition (see below). Goods returned not in original sellable condition are subject to a 25% restock fee.	● Goods purchased on equipment orders through HSD will be subject to a 25% restock fee if the goods are returned in original sellable condition. Goods returned not in original sellable condition are subject to a 50% restock fee. ● Regardless of condition, technology goods including laptops, desktop PCs, servers, printers, TVs, monitors, portable storage devices and network hardware will be subject to a 50% restock fee.	● Goods purchased on equipment orders through HSD that have been installed and put into use can only be returned after approval for a credit to Purchaser's account which may only be used for future purchases from HSD or to settle an open balance, and will be subject to a 50% restock fee.

Exceptions/Additional Information:
   a. Goods covered by this policy are those sold by HSD in product series 800, 805, 819, 826, 845 and 850.
   b. Dates above are calculated from invoice date.
   c. Goods are not returnable after 12 months from invoice date or that show obvious signs of abuse or misuse.
   d. The following are not returnable: small equipment, hand pieces and software (including Dentrix).
   e. The following are returnable only in the first 90 days: laptops, desktop PCs, servers, printers, TVs, monitors, portable storage devices and network hardware.
   f. Interest rate charges or early pay penalties charged by financial institutions are the sole responsibility of the customer.
   g. Custom goods are not returnable.
   h. Deposits placed on custom orders that are canceled will be subject to forfeiture at any time if the manufacturer of the goods is unable to cancel an order.
   i. Original sellable condition is defined as the goods being returned in good working order, free of cosmetic imperfections and fully operational to the manufacturer's specifications.

11. Credit Line Review. By signing this equipment order, Purchaser authorizes HSD and its subsidiaries and affiliates, by or through their designees: (i) to investigate Purchaser's personal credit and finance records, including obtaining records from the listed bank(s) and from such other applicable banks providing information related to the opening and extension of credit and other accounts with HSD, and (ii) to use Purchaser's social security number to request and obtain consumer credit reports in connection with the opening, monitoring, renewal and extension of accounts with HSD. Purchaser further consents to the sharing of the information provided in connection with any Purchaser application and account, as well as the information on Purchaser's consumer credit report, by and among HSD and its subsidiaries and affiliates, and with third parties from which Purchaser elects to apply for credit, for purposes of applying for and extending credit and other forms of accounts. Bank and credit information may be obtained for future reference provided Purchaser's account remains in active standing. Purchaser hereby authorizes the listed bank to release Purchaser's financial information to verify funds availability for payments under this equipment order. Upon request from Purchaser, HSD or its designee may apply on Purchaser's behalf for appropriate financing to finance this equipment order.
12. Financing Statements. By signing this equipment order, Purchaser acknowledges that HSD may file financing statements and amendments thereto for HSD to perfect its security interest in the equipment described in this equipment order. Such security interest will be maintained until HSD receives payment in full for such equipment.
13. Credit Card Policy. Limits on credit card uses: (a) Henry Schein-branded credit cards, no limit; **(Credit Card Policy) Initial Here: _____** (b) non-Henry Schein-branded credit cards, limited to the greater of 10% of an order or $20,000; and (c) no credit cards (Henry Schein-branded or other) may be used for payments regarding EZPay purchases.
14. Sales Tax. Sales tax shown is an estimate and actual sales tax will be calculated at time of invoice.
15. Installation. Equipment orders from Henry Schein of $5,000 or less will be subject to installation charges. If the equipment (or technology/digital equipment) purchased does not include necessary installation materials from the manufacturer, Schein may charge for necessary installation materials, except where prohibited by other applicable contract.
16. Standard Terms of Sale. HSD's equipment standard terms of sale, available at https://www.henryschein.com/us-en/dental/LegalTerms.aspx, are hereby incorporated herein by this reference and apply to this equipment order, except that the section titled "ARBITRATION" shall not apply to this equpment.

DISCOUNTS, REBATES AND DISCLOSURES: Invoice or statement prices may reflect or be subjected to a bundled discount or rebate pursuant to purchase offer, promotion or discount program. You must fully and accurately report to Medicare, Medicaid, Tricare and/or any other federal or State program, upon request by such program, the discounted price(s) or net price(s) for each invoiced item, after giving effect to any applicable discounts or rebates, which price(s) may differ from the extended prices set forth on your invoice. Accordingly, you should retain your invoice and all relevant information for your records. It is your responsibility to review any agreements or other documents, including offers or promotions, applicable to the invoiced products/prices to determine if your purchase(s) are subject to a bundled discount or rebate. Any such discounts must be calculated pursuant to the terms of the applicable purchase offer, promotion or discount program. Participation in a promotional discount program is only permissible in accordance with discount program rules. By participation in such program, you agree that, to your knowledge, your practice complies with the discount program requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4787 **Agenda Date:** 11/18/2025 **Agenda #:** C.75.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: ADOPT Ordinance No. 2025-12

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

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RECOMMENDATIONS:

ADOPT Ordinance No. 2025-12 amending the County Ordinance Code to add the new classification of Children and Family Services Deputy Bureau Director - Exempt.

FISCAL IMPACT:

There is no fiscal impact to amend the County Ordinance Code. Future action to add a position of this classification in the Employment and Human Services Department will result in a cost increase of $23,577 per year and $23,577 in FY 25-26. This position will be funded by 10% County, 50% Federal, and 40% State funds.

BACKGROUND:

Human Resources previously conducted a salary study that resulted in the adjustment of the CFS Director - Exempt (XAD5) classification. As part of that study and action, the determination was also made that the CFS variation of the EHS Deputy Bureau Director - Exempt (XAD2) has specific responsibilities and background requirements that indicated the need to establish a separate classification.

The CFS Deputy Bureau Director - Exempt position provides 24/7 support and leadership for Child Protective Services ICPS) and after-hours support for adult Protective Services (APS) matters to ensure immediate response capabilities and continuity of service delivery. The duties and responsibilities of this role exceed those of the EHS Deputy Bureau Direct _ Exempt due to the need for constant availability and specialized expertise in managing critical, time-sensitive cases.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Employment and Human Services Department will have difficulties recruiting qualified candidates, impacting its ability to fulfill its mission effectively.

CHILDREN'S IMPACT STATEMENT:

This position adjustment resolution supports all of Contra Costa County's community outcomes of the Children's Report Card,

(1) "Children Ready for and Succeeding in School";

(2) "Children and Youth Healthy and Preparing for Productive Adulthood";

(3) "Families that are Economically Self-Sufficient";

(4) "Families that are Safe, Stable and Nurturing"; and

(5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

ORDINANCE NO. 2025-12

(Exclude from the Merit System the new classification of CFS Deputy Bureau Director-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 33-5.387 of the County Ordinance Code is amended to exclude from the merit system the new classification of Children and Family Services Deputy Bureau Director-Exempt:

33-5.387 Employment and human services.

(a) The employment and human services department director-exempt is excluded and is appointed by the board of supervisors. The employment and human services department director is the statutory county welfare director.
(b) The chief deputy director-exempt is excluded and is appointed by the employment and human services department director.
(c) The workforce investment board executive director-exempt is excluded and is appointed by the employment and human services department director.
(d) The workforce services director-exempt is excluded and is appointed by the employment and human services department director.
(e) The employment and human services deputy bureau director-exempt is excluded and is appointed by the employment and human services department director.
(f) The aging and adult services director-exempt is excluded and is appointed by the employment and human services department director.
(g) The children and family services director-exempt is excluded and is appointed by the employment and human services department director.
(h) The employment and human services director of administration-exempt is excluded and is appointed by the employment and human services department director.
(i) The social service public information officer-exempt is excluded and is appointed by the employment and human services department director.
(j) The assistant director-policy and planning-exempt is excluded and is appointed by the employment and human services department director.
(k) The chief financial officer-exempt is excluded and is appointed by the employment and human services department director.
(l) The community services director-exempt is excluded and is appointed by the employment and human services department director.
(m) The children and family services deputy bureau director-exempt is excluded and appointed by the employment and human services department director.

(Ords. 2025-12 §1, 11-04-25; 2023-04 §1, 1-17-2023; 2017-02 § 1, 12-05-17; 2014-08 § 1, 8-5-14; 2014-13 § 1, 4-1-14; 2002-22 § 2; 99-20 § 1; 99-18 § 1; 99-13 § 1; 97-35 § 1; 94-52 § 1; 87-17 § 2; Gov. Code § 19800, Cal. Code Regs., tit. 2, § 17200).

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]

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4788 **Agenda Date:** 11/18/2025 **Agenda #:** C.76.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Add Airport Safety Office II position in the Public Works Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26530 to add one (1) Airport Safety Officer II (9BVC) (represented) position at salary plan and grade T25 1400 ($5,852 -$7,113) in the Public Works Department.

FISCAL IMPACT:
This action will result in an annual increase in salary cost of $101,830 which includes $16,474 in retirement cost. (100% Airport Enterprise Fund)

BACKGROUND:
The Public Works Airports Division operates and manages two general aviation airports, Buchanan Field and Byron Airport. Buchanan Field operates under a Federal Aviation Administration (FAA) Part 139 certificate that requires a higher level of safety, primarily through having Aircraft Rescue and Firefighting (ARFF) services. Within the Airports Division, the Airport Safety Officer (ASO) classification is responsible for the ARFF response component, as well as airport operations and maintenance. With such a vast range of duties, the ASO classification plays a critical role in the airport's safety and its ability to maintain regulatory compliance.

In the past, the Airports Division has maintained nine ASO positions between the two airports. Currently, there are seven ASO positions, with only four of them filled. With an active recruitment process nearing completion, the existing vacant positions are expected to be filled. However, to maintain adequate staffing coverage, accomplish routine maintenance, and to reduce ongoing overtime, the Director of Airports is requesting one additional ASO position, bringing the total to eight.

CONSEQUENCE OF NEGATIVE ACTION:
If this position is not approved, the Airports Division will struggle to maintain adequate staffing without having to incur additional overtime costs.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA65 Public Works Dept No(s). 0841 Org No(s). 4841

Action Type: Add Position(s) Net FTE Change: 1.00 Proposed Effective Date: 11/01/2025

Action Requested:

Add one (1) Airport Safety Officer II (9BVC) (represented) position at salary plan and grade T25 1400 ($5,852 -$7,113) in the Public Works Department.

Use an additional sheet for further explanation or comments.

Fiscal Impact:

Cost is within Department's Budget: ☐ Yes ☑ No

Total One-Time Cost: $ 0.00

Total Annual Cost: $ 101,830.00

Total this FY: $ 50,915.00

Net County Cost: $ 0.00

NCC this FY: $ 0.00

Source of Funding:

Adrienne Todd — (for) Department Head — 10/30/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26530

Comments:

Released to HR for further study/review

Laura Strobel — (for) County Administrator — 11/03/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

HR Recommendation(s): ADOPT Position Adjustment Resolution No. 26530 to add one (1) Airport Safety Officer II (9BVC) (represented) position at salary plan and grade T25 1400 ($5,852 -$7,113) in the Public Works Department.

Chris Miller — (for) Director of Human Resources — 11/06/2025 — Date

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A

If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval ☐ Date: _____

Laura Strobel — (for) County Administrator — 11/12/2025 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

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

By: _____

Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4789 **Agenda Date:** 11/18/2025 **Agenda #:** C.77.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with General Datatech L.P.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with General Datatech, L.P. (GDT) for redundancy power supply for the County's firewall, subject to the terms of GDT's Terms, in an amount not to exceed $2,500.

FISCAL IMPACT:

The cost for this contract is within the Department of Information Technology's IT Project Supplement Funding for Network Equipment Upgrades FY 25/26 (100% General Fund).

BACKGROUND:

The Department of Information Technology (DoIT) is responsible for managing the County's firewall infrastructure and ensuring the security, availability, and resilience of network services for all users. As part of this effort, DoIT utilizes Palo Alto Networks' advance security and SD-WAN platforms to protect critical County systems and data.

To enhance the reliability of this infrastructure, DoIT intends to procure redundant power supply units compatible with the County's existing Palo Alto devices. These redundant power supplies are essential to mitigate operational risk, ensure business continuity, and support disaster recovery efforts in the event of hardware failure.

The parts will be purchased through GDT, an authorized third-party reseller of Palo Alto components, ensuring full compatibility. This proactive measure aligns with industry best practices, and it is critical to maintaining the County's secure and uninterrupted operations.

CONSEQUENCE OF NEGATIVE ACTION:

Without redundant power supplies, a single hardware failure could potentially lead to service interruptions and increased recovery time, impacting network availability and overall system reliability.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4790 **Agenda Date:** 11/18/2025 **Agenda #:** C.78.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with T-Mobile USA, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with T-Mobile USA, Inc., subject to the terms of the NASPO ValuePoint Master Agreement and Participating Addendum, in an amount not to exceed $24,900 for purchase of mobility equipment and accessories for the period of October 21, 2025, through May 22, 2027.

FISCAL IMPACT:

The cost of this product is included in the Department's FY 25-26 budget, 100% User Departments.

BACKGROUND:

The Department of Information Technology's (DoIT) Telecommunications Division manages the procurement of mobility equipment and accessories for most County departments. T-Mobile provides a broad selection of products, services, and plans. Their customer service is responsive, ensuring quick issue resolution and fast device activation. Additionally, T-Mobile does not impose penalties for discontinuing service on a device and prorates charges accordingly. Their extensive network coverage enables reliable phone calls and remote computer access, even in areas where other carriers may lack service.

The purchase order is governed by the terms and conditions of NASPO ValuePoint Master Agreement #MA176 and Participating Addendum #PA-2022-WDV-TMUS, which includes a limitation of liability for T-Mobile.

CONSEQUENCE OF NEGATIVE ACTION:

Without T-Mobile's services, the County risks reduced connectivity in key areas, slower issue resolution, higher costs due to fewer billing flexibilities, and limited device and plan options. This could hinder productivity, delay operations, and impact service delivery across departments.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4791 **Agenda Date:** 11/18/2025 **Agenda #:** C.79.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Tone Software Corporation.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Tone Software Corporation, subject to the agreement between Contra Costa County and Tone Software Corporation, in an amount not to exceed $4,900 to enhance the performance, availability, and security of IT infrastructure for the period of January 1, 2026, through December 31, 2026.

FISCAL IMPACT:

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

BACKGROUND:

Tone Software specializes in providing management and monitoring solutions for information technology (IT) systems, focusing on enhancing performance, availability, and security across IT infrastructures. The company is also recognized for its expertise in developing solutions for managing IBM mainframe systems.

This purchase includes the renewal of the Mail2ZOS license and software maintenance, which provides continuous 24x7 technical support, access to all product maintenance and patch releases to resolve functional issues, and entitlement to all new product versions and enhancements as they become available. Additionally, it includes certifications for all mainframe operating systems as they are released.

The agreement with Tone Software Corporation contains a limitation of Tone's liability to the amount of fees paid by the County under the agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase is not approved, support for the Mail2ZOS product will unfortunately end. This means the County would be responsible for resolving any issues that arise, including potential incompatibility with the operating system. In addition, new product license keys, required for continued operation, would no longer be available.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4792 **Agenda Date:** 11/18/2025 **Agenda #:** C.80.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Asana, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Asana, Inc. in an amount not to exceed $75,000 for Asana's project management tool, subject to their Subscriber Terms, for the period of December 31, 2025, through December 30, 2026.

FISCAL IMPACT:

The cost of this product is included in the Department's FY 25-26 budget. 100% User Departments.

BACKGROUND:

The Department of Information Technology's staff uses Asana's project management tool to collaborate and manage tasks more efficiently. Asana is known for its intuitive task management features which allow department users to create projects, add tasks, assign them to team members, set due dates, organize tasks in different projects and boards, and track the progress of work. Other positive aspects of Asana are real-time collaboration, flexible project views, integration with a wide range of third-party apps and services, customization capability, and user-friendly interface which is often quick to adopt for teams familiar with task management tools. The Department is using Asana to streamline workflows, improve communication, and enhance overall productivity.

Asana's Subscriber Terms, including it Public Entity Amendment, includes a limitation of liability provision. This purchase is being made under a sole source procurement which was approved by Purchasing on 04/22/2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this is not approved, the Department will have a more difficult time effectively managing and organizing project tasks.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4793 **Agenda Date:** 11/18/2025 **Agenda #:** C.81.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Contract With Comprise Technologies, Inc. for Smart Access Management, Smart ALEC Licenses and Hosting Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to execute a contract including limitation of liability language with Comprise Technologies, Inc., in an amount not to exceed $96,033 for the renewal of Smart Access Management and Smart ALEC licenses and to provide print and time management hosting services, for the period June 1, 2025, through May 31, 2027.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
Comprise Technologies, Inc. was awarded the Library Department's print and time management contract on August 1, 2019, through the County's RFP processes. Included in the contract are licenses for the vendor's proprietary Smart Access Management (SAM) and Smart ALEC software that are now installed on library computers and used to manage print and time management through integration with the Library Department's integrated library system. SAM is the software application that allows library patrons to reserve computers at the branches, and SmartALEC is the mobile application for remote printing on library computers.

The contract includes limitation of liability provisions which were reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library patrons will not be able to reserve computers or print at library branches.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4794 **Agenda Date:** 11/18/2025 **Agenda #:** C.82.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Accept El Cerrito Library Friends Donation for Increasing physical and digital collections

RECOMMENDATIONS:

APPROVE and AUTHORIZE the County Librarian, or designee, to accept a donation in the amount of $16,000 from Friends of the El Cerrito Library to increase adult and children's collections, ebooks, and audiobooks.

FISCAL IMPACT:

$16,000 Library Fund. No County match is required.

BACKGROUND:

The Library Department has received a $16,000 donation from Friends of the El Cerrito Library to increase physical and digital collections. Per Administrative bulletin 117.7, Gifts and Bequests to the County, "receipt of each gift or bequest having a value of $10,000 or more requires acceptance or rejection by the Board of Supervisors."

CONSEQUENCE OF NEGATIVE ACTION:

The Library will be unable to receive the donation revenue.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4795 **Agenda Date:** 11/18/2025 **Agenda #:** C.83.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with M. G. West Company. for a Zoom Booth for the Lafayette Library

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with M. G. West Company., subject to the terms of their proposal, in an amount not to exceed $32,783 for the purchase of a Zoom Booth for the Lafayette Library.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
In 2024 the Library convened a Remote Work Task Team to assess community needs related to remote workspaces. The team conducted research, community surveys, and a review of practices at other library systems. Findings showed that the Library's current spaces do not consistently meet the community's growing demand for remote and private work areas. The need is especially strong in Lafayette and San Ramon, where existing facilities lack sufficient private study and workspaces. Installing Zoom Booths at these two locations will address this unmet need and expand the Library's capacity to support remote workers and students. These rooms will adhere to the library's standard study room guidelines, which allow for reservations on a same day, first-come first-served, in-person basis, and can only be made for up to 2-hours daily.

The terms and conditions include limitation of liability language which was reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with the needed space for remote and private work areas.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4796 **Agenda Date:** 11/18/2025 **Agenda #:** C.84.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with M. G. West Company. for a Zoom Booth for the San Ramon Library

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with M. G. West Company., subject to the terms of their proposal, in an amount not to exceed $31,441 for the purchase of a Zoom Booth for the San Ramon library.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
In 2024 the Library convened a Remote Work Task Team to assess community needs related to remote workspaces. The team conducted research, community surveys, and a review of practices at other library systems. Findings showed that the Library's current spaces do not consistently meet the community's growing demand for remote and private work areas. The need is especially strong in Lafayette and San Ramon, where existing facilities lack sufficient private study and workspaces. Installing Zoom Booths at these two locations will address this unmet need and expand the Library's capacity to support remote workers and students. These rooms will adhere to the library's standard study room guidelines, which typically allow for reservations on a same day, first-come first-served, in-person basis, and can only be made for up to 2-hours daily.

The terms and conditions include limitation of liability language which was reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with the needed space for remote and private work areas.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4797 **Agenda Date:** 11/18/2025 **Agenda #:** C.85.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Library Closure List for 2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library according to the holiday and training schedule outlined in the attached "2026 Library Closures" list.

FISCAL IMPACT:
None

BACKGROUND:
Every year in the Fall, the County Administrator's Office sends out a list to all department heads of the holidays that will be observed during the following calendar year. Using this information, an annual Library Closures list is created and submitted (attached) to the Board of Supervisors for approval.

Note that those self-service Sundays that will precede a Monday holiday are recommended for closure to ensure building security during the Monday holiday closure.

CONSEQUENCE OF NEGATIVE ACTION:
Should the recommendation not be approved, the libraries will remain open and staff will not be able to enjoy the same list of holidays that other County employees are able to observe.

CONTRA COSTA COUNTY LIBRARY

Bringing People and Ideas Together

ccclib.org

DRAFT

Closures for January 1, 2026 through December 31, 2026:

Thursday, January 1, 2026	New Year's Day	All libraries closed (holiday)
Sunday, January 18, 2026	Closed (not a paid holiday)	All libraries closed
Monday, January 19, 2026	Dr. Martin Luther King Jr. Day	All libraries closed (holiday)
Sunday, February 15, 2026	Closed (not a paid holiday)	All libraries closed
Monday, February 16, 2026	Presidents' Day	All libraries closed (holiday)
Wednesday, April 22, 2026	All Staff Training Day	All libraries closed
Sunday, May 24, 2026	Closed (not a paid holiday)	All libraries closed
Monday, May 25, 2026	Memorial Day	All libraries closed (holiday)
Friday, June 19, 2026	Juneteenth	All libraries closed (holiday)
Friday, July 3, 2026	Independence Day (observed)	All libraries closed (holiday)
Saturday, July 4, 2026	Independence Day	All libraries closed
Sunday, September 6, 2026	Closed (not a paid holiday)	All libraries closed
Monday, September 7, 2026	Labor Day	All libraries closed (holiday)
Wednesday, November 11, 2026	Veterans Day	All libraries closed (holiday)
Wednesday, November 25, 2026	(day before Thanksgiving)	All libraries close at 6:00 p.m. (not a holiday)
Thursday, November 26, 2026	Thanksgiving Day	All libraries closed (holiday)
Thursday, December 24, 2026	Christmas Eve	All libraries closed (holiday)
Friday, December 25, 2025	Christmas Day	All libraries closed (holiday)
Thursday, December 31, 2026	New Year's Eve	All libraries close at 5:00 p.m. (not a holiday)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4798 **Agenda Date:** 11/18/2025 **Agenda #:** C.86.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Zoho Corporation ManageEngine Log360 for the Period of One Year From the Date the Purchase Order is Issued

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation, subject to the terms of their Zoho Master Subscription Agreement, in an amount not to exceed $4,290 for the purchase of ManageEngine Log 360, for the period of one year from the date the Purchase Order is issued.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library will utilize ManageEngine Log360 to store and analyze system logs from all servers and network equipment. It will allow for greater insight into this data as it provides real time analysis and correlation to quickly identify any threats and allow for accelerated troubleshooting. It transforms unstructured system logs into a tool to better secure our systems and network.

The terms and conditions include limitation of liability and indemnification language which was reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, Contra Costa County Library will need to review all logs individually when troubleshooting issues, costing additional hours of work to come to resolution.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4799 **Agenda Date:** 11/18/2025 **Agenda #:** C.87.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Zoho Corporation ManageEngine ServiceDesk Plus OnDemand Enterprise for the Period of Three Years From the Date the Purchase Order is Issued

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with Zoho Corporation, subject to the terms of their Zoho Master Subscription Agreement, in an amount not to exceed $76,089 for the purchase of ManageEngine ServiceDesk Plus On Demand Enterprise Edition, for the period of three years from the date the Purchase Order is issued.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library will utilize ServiceDesk Plus as a ticketing and change management system. Currently the library utilizes an internally designed and built ticketing system that it has outgrown. The new system will allow for better service for our internal and external customers with a greater level of metrics to help improve future services. The change management functions will help track changes to the Library system and minimize downtime.

The terms and conditions include limitation of liability and indemnification language which was reviewed by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, Contra Costa County Library will continue to use the current system that no longer meets their needs.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4800 **Agenda Date:** 11/18/2025 **Agenda #:** C.88.

To: Board of Supervisors

From: Kendra Carr & Peter Kim, Co-Directors Office of Racial Equity and Social Justice

Report Title: Robert Wood Johnson Foundation Evaluation Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Co-Directors of the Office of Racial Equity and Social Justice to apply for grant funding from the Robert Wood Johnson Foundation in an amount not to exceed $500,000 for evaluation activities related to the African American Wellness Hub for the period April 15, 2026 through April 14, 2029. (100% philanthropy funding, no County match)

FISCAL IMPACT:
100% philanthropic funding. No County match is required.

BACKGROUND:
On August 12, 2025, the Board of Supervisors approved the implementation plan for the African American Wellness and Resource Hub. The implementation plan outlined the Office of Racial Equity and Social Justice's (ORESJ) plan to seek grant funding to support the research and evaluation efforts of the African American Wellness and Resource Hub.

ORESJ is committed to research and evaluation that is community-centered, non-extractive and affirming. Core methods will include qualitative measures (e.g. storytelling, narrative interviews, and focus groups with Hub users, staff, and leaders); quantitative tracking of disaggregated access and service outcome indicators; participatory data sense-making and community learning exchanges; and transparent reporting to ensure information is readily accessible.

The Robert Wood Johnson Foundation announced their 2025 Call for Proposals, which included a funding opportunity called, Research To Advance Racial And Indigenous Health Equity. This grant will fund action-oriented health equity research that prioritizes community knowledge and facilitates the relationships and governance structures (i.e., processes and decision-making) that build community power, ownership of research, and systems change. RWJF plans to award four grants at $250,000 each and four grants at $500,000 each, with grant cycles up to 36 months, beginning April 15, 2026.

Given the alignment with the research and evaluation goals of the African American Wellness and Resource Hub, if awarded, the Robert Wood Johnson Foundation grant will fund a Community-Based Continuous Learning and Improvement (CBCLI) Framework. This evaluation model merges Continuous Quality Improvement (CQI) practices, community-based participatory action research (CBPAR), and adaptive

evaluation strategies. The purpose is to foster a culture of shared learning, ongoing reflection, and data-informed decision-making across all stakeholders.

The CBCLI Framework is designed not simply to track metrics, but to support collective learning, growth, and responsiveness. It emphasizes:

- Community ownership over defining wellness, measuring success, and shaping solutions.
- Continuous learning and adaptation, allowing the Hub to evolve as conditions, needs, and opportunities change.
- Transparency and accountability, strengthening trust across partners, funders, and community members.
- Cultural responsiveness and empowerment, honoring lived experience and reframing deficit narratives into asset-based indicators of health and wellness.

Proposals are due to the Robert Wood Johnson Foundation by December 17, 2025. Successful applicants will be notified in mid-February 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this item is not approved, the Office of Racial Equity and Social Justice would not be able to apply for funding from the Robert Wood Johnson Foundation to research and evaluate the impact of the services offered through the African American Wellness and Resource Hub.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4801 **Agenda Date:** 11/18/2025 **Agenda #:** C.89.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: The Gemma Project

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with The Gemma Project, in an amount not to exceed $1,250,000 for client gender responsive services for the period October 1, 2025, through September 30, 2028.

FISCAL IMPACT:
This is 100% funded by State funding through Assembly Bill 109. This funding is from the AB 109 one-time funding allocation of $15 million recommended by the CAB. The $1,250,000 allocation is under one of the four areas of focus identified by the CAB, which include Pre/Post Release Engagement.

BACKGROUND:
The Gemma Project was founded in 2003 by, and for, justice involved women to address the unique needs of the female population. The program delivers evidence based, gender and trauma responsive in-custody and wraparound services through two core components: The Gemma Day Program and The Continuing Care Program.

The Gemma Day Program is a comprehensive 10-week in-custody curriculum designed to help participants identify behavior patterns, personal strengths and needs, and barriers to success, while developing skills to break the cycle of incarceration. The program uses a therapeutic cohort model that fosters trust, safety, and group cohesion.

The Continuing Care Program provides wraparound services that begin prior to release and continue into the community to ensure stability and continuity of care. This phase includes additional skill-building and post-release transition support to help participants navigate the reentry process. Participants co-create individualized Wellness & Reentry Plans that address key life domains such as housing, recovery, income, healthcare, family, legal obligations, and system navigation. Grounded in a peer support model, the program promotes long-term, relationship-based care coordination and sustained healing.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval, incarcerated female-identified clients will lose access to critical skill-building and long-term reentry support.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4802 **Agenda Date:** 11/18/2025 **Agenda #:** C.90.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: COPE contract

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Probation Officer, or designee, to execute a contract with Counseling Options and Parent Education Support Center, Inc. (COPE Family Support Center) in the amount not to exceed $300,000 to provide family reunification services as part of the County's AB 109 Reentry Project, for the period October 1, 2025 through June 30, 2028.

FISCAL IMPACT:
The contract is funded 100% with AB 109 Public Safety Realignment revenue.

BACKGROUND:
COPE Family Support Center is a trusted, community-based nonprofit with over a decade of experience serving justice-involved families throughout Contra Costa County. COPE is uniquely positioned to support formerly incarcerated parents through a trauma-informed, client-centered approach that acknowledges the complex intersection of reentry, child welfare, mental health, and generational healing.

The COPE Family Reunification Program is designed to strengthen family bonds and promote long-term stability through the following core components:

- Parenting Education (Triple P Level 5): Evidence-based, culturally responsive parenting interventions, including Triple P modules tailored for families navigating trauma, conflict, and post-incarceration separation.
- Family Reunification Therapy: Up to five sessions facilitated by licensed clinicians trained in trauma-informed modalities such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). These sessions focus on rebuilding trust, enhancing communication, and assessing readiness for reunification.
- Case Management and Support Services: Comprehensive wraparound support addressing housing, employment, legal advocacy, and linkage to community-based resources. Participants also receive access to group workshops, peer mentoring, anger management, and therapeutic services for children, youth, and teens impacted by parental incarceration.

The program offers moderate service intensity, with participants receiving an average of 2-3 hours of direct service per week over a 10-week period. The overarching goal is to improve developmental, emotional, and behavioral outcomes for children by fostering more supportive, responsive, and consistent caregiving

environments.

CONSEQUENCE OF NEGATIVE ACTION:
Without funding, justice-involved parents and their children will lose access to trauma-informed reunification services, increasing barriers to family stability and heightening the risk of recidivism.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4803 **Agenda Date:** 11/18/2025 **Agenda #:** C.91.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Stand Together Contra Costa Contract

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Defender, or designee, to execute an agreement with Multimedia Abacus Corporation, DBA Cerenade, in an amount not to exceed $21,420 to provide case management and data tracking services for Stand Together Contra Costa, for the period November 1, 2025 through November 1, 2028.

FISCAL IMPACT:
The cost of this agreement is 100% funded with the Department's County General Fund allocation.

BACKGROUND:
On September 19, 2017, the Board of Supervisors unanimously voted to establish Stand Together Contra Costa, a collaborative partnership between the County and local community-based organizations to provide rapid response, legal services, and community education services to support safety and due process for immigrant families in Contra Costa County. Stand Together Contra Costa provides culturally responsive, no-cost legal defense services, and immigrant rights education and training to promote equity and due process for immigrant families in Contra Costa. This agreement will allow the Department to provide case management and data tracking services for Stand Together Contra Costa. Cerenade's Terms and Conditions include a limitation of liability capping liability at the amount of fees paid in a twelve-month period, and a requirement to reimburse the costs of defense in the event both parties are sued for damages and only one party provides the defense.

CONSEQUENCE OF NEGATIVE ACTION:
If this agreement is not approved, Stand Together Contra Costa will not be able to continue with the current case management system, which would negatively affect ongoing program evaluation, data systems, efficiency, and overall quality of services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-393 **Agenda Date:** 11/18/2025 **Agenda #:** C.92.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Notice of Completion for the Lower Walnut Creek Channel Restoration Project, Martinez area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution accepting as complete the contracted work performed by Four M Contracting, Inc, for the Lower Walnut Creek Channel Restoration Project, as recommended by the Chief Engineer, Martinez area. County Project No. 7520-6B8285

FISCAL IMPACT:

The Project was funded by 45% San Francisco Bay Restoration Authority Grant, 30% Flood Control Zone 3B Funds, 9% Environmental Protection Agency Water Quality Improvement Grant, 9% Bay Area Integrated Regional Water Management Grant, and 7% California Water Conservation Board Grant.

BACKGROUND:

The Chief Engineer reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The contractor will not be paid, and acceptance notification will not be recorded.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on _____by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:

Resolution No.

IN THE MATTER OF

Owner (sole): Contra Costa County Flood Control and Water Conservation District, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: fee and/or easement

Project No.: 7520-6B8285

Project Name: Lower Walnut Creek Channel Restoration Project

Date of Work Completion: December 31, 2024

WHEREAS

Description: Contra Costa County Flood Control and Water Conservation District on March 23, 2021 contracted with Four M Contracting, Inc, for the work generally consisting of excavating tidal channels, grading soil to create a variety of habitat zones, transporting soil, constructing levees and access roads, and planting and maintaining native vegetation, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Chief Engineer and in accordance with the accepted bid proposal. The project is located in the Martinez area, with Western Surety Company, as surety, for work to be performed on the grounds of the District; and

The Chief Engineer reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED

Identification of real property:

Martinez area at: The mouth of Walnut Creek at Suisun Bay upstream along Walnut Creek and Pacheco Creek along 4 miles of creek channel, over approximately 386 acres in total.

Fees: none
Legal References: none
Comments: none

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

Contact:

ATTESTED:

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

By: , Deputy

Cc:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-394 **Agenda Date:** 11/18/2025 **Agenda #:** C.93.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Parcel Map for urban lot split minor subdivision MS25-00007, for a project being developed by Sadique Popal, Alamo area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT resolution approving the Parcel Map for urban lot split minor subdivision MS25-00007, for a project being developed by Sadique Popal, as recommended by the Public Works Director, Alamo area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Public Works has reviewed the urban lot split minor subdivision MS25-00007 and has determined that all requirements for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:
The Parcel Map will not be approved and recorded.

c: Jocelyn LaRocque-Engineering Services, Alex Vazquez-Engineering Services, Anthony DiSilvestre-Engineering Services, Paul Tehaney-Design/Construction, Theresa Shepherd-Design/Construction, Renee Hutchins-Records, Karen Piona-Records, Chris Halford-Mapping, Maria Lara-Lemus-DCD, Sadique Popal, Fidelity National Title Company

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving the Parcel Map for urban lot split minor subdivision MS25-00007, for a project being developed by Sadique Popal, as recommended by the Public Works Director, Alamo area. (District II)

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

I. Map
The Parcel Map of urban lot split minor subdivision MS25-00007, property located in the Alamo area, Supervisorial District II, said map having been certified by the proper officials.

II. 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 2025-2026 tax lien has been paid in full.

NOW, THEREFORE, BE IT RESOLVED:

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

PARCEL MAP

SUBDIVISION MS 25-0007

URBAN LOT SPLIT

BEING ALL OF LOT 35 OF
STONE VALLEY ESTATES
TRACT 2805 (77-M-35)

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

OCTOBER 2025

NOTES:

1) EACH LOT CREATED BY THE PARCEL MAP MUST BE USED SOLELY FOR RESIDENTIAL USES.
2) NO MORE THAN TWO SINGLE-FAMILY DWELLINGS ARE PERMITTED ON EACH LOT.
3) NEITHER AN ACCESSORY DWELLING UNIT NOR JUNIOR ACCESSORY DWELLING UNIT IS PERMITTED ON A LOT THAT INCLUDES TWO SINGLE-FAMILY DWELLINGS.
4) NO RESIDENTIAL UNIT ON A LOT CREATED BY THE PARCEL MAP MAY BE RENTED OR IS PERMITTED ON A LOT THAT INCLUDES TWO SINGLE-FAMILY DWELLINGS.

OWNERS' STATEMENT

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

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

AS OWNER:
SADIQUE POPAL, AN UNMARRIED MAN

BY: _____
SADIQUE POPAL

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)
COUNTY OF Contra Costa) SS

ON 10/17/25 BEFORE ME, Ben Weiner, Notary Public

PERSONALLY APPEARED Sadique Popal

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE ABOVE 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.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____
MY COMMISSION NUMBER: 2514710
MY COMMISSION EXPIRES: 04/14/29
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Contra Costa

BEN WEINER
Notary Public - California
Contra Costa County
Commission # 2514710
My Comm. Expires Apr 14, 2029

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SADIQUE POPAL ON JUNE 20, 2025. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND ON THIS 17th DAY OF October, 2025.

PROFESSIONAL LAND SURVEYOR
EASTON C. McALLISTER
No. 9583
STATE OF CALIFORNIA

_____
EASTON C. McALLISTER L.S. 9583

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.

_____
DANA M. TREZISE, P.L.S. 7438
COUNTY SURVEYOR

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) SS

I, MONICA NINO, 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 "SUBDIVISION MS 25-0007" 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 PARCEL MAP, AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX 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 NINO
CLERK OF THE BOARD OF SUPERVISORS AND
COUNTY ADMINISTRATOR OF THE COUNTY OF
CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY.

KRISTIN B. CONNELLY
COUNTY RECORDER IN AND FOR THE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

DOC. NO. # _____

A.P.N. 193-282-003 JOB NO. 25122 SHEET 1 OF 2 SHEETS

655

PARCEL MAP

SUBDIVISION MS 25-0007

URBAN LOT SPLIT

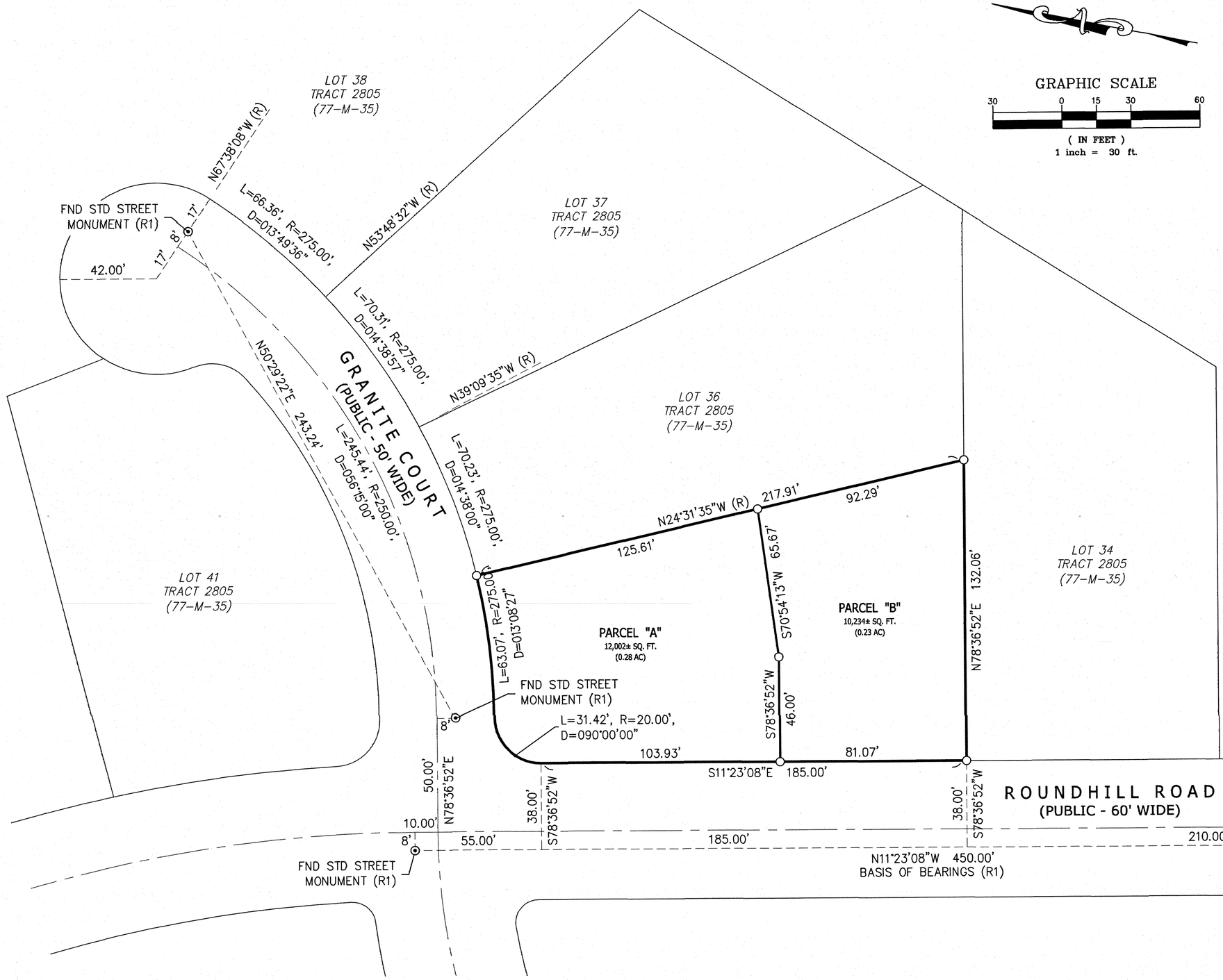
BEING ALL OF LOT 35 OF
STONE VALLEY ESTATES
TRACT 2805 (77-M-35)

CONTRA COSTA COUNTY, CALIFORNIA

DeBolt Civil Engineering
Danville, California 94526

OCTOBER 2025

GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30 ft.



LEGEND

- FOUND STANDARD STREET MONUMENT
- SET 1/2" REBAR & CAP -- LS 9583
- SUBDIVISION BOUNDARY LINE
- NEW LOT LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- TIE LINE

REFERENCES

(R1) TRACT 2805 (77-M-35)
(R2) DEED TO 2863 OAKES LLC (2024-099543)

BASIS OF BEARINGS

THE BEARING OF THE LINE BETWEEN FOUND MONUMENTS IN ROUNDHILL ROAD IS TAKEN TO BE NORTH 11°23'08" WEST AS SHOWN ON THE SUBDIVISION MAP OF TRACT 2805 (77-M-35). ALL BEARINGS HEREIN MENTIONED ARE RELATED THERETO AND ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

A.P.N. 193-282-003 JOB NO. 25122 SHEET 2 OF 2 SHEETS

VOID AFTER **11/30/25** REPLACEMENT N/A $ 27.00

Contra Costa County

Treasurer-Tax Collector
625 Court Street Rm 100
P. O. Box 631
Martinez, California 94553-0063

Telephone: (925) 608-9500
Fax: (925) 608-9598
Taxinfo@tax.cccounty.us

Dan M. Mierzwa
County Treasurer-Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: 10/8/2025

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:

Tract / MS #	City	T.R.A.
MS 25-00007	**Alamo**	**66009**

Parcel #: 193-282-003-6

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 2025-2026 tax lien has been paid in full.

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.***

DAN M. MIERZWA
Treasurer-Tax Collector

By: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-395 **Agenda Date:** 11/18/2025 **Agenda #:** C.94.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Beloit Avenue on December 2, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of a utility pole replacement, Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on December 2, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Beloit Avenue at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department. This request was previously approved by the Board of Supervisors on October 7, 2025, and in Resolution No. 2025-337. The applicant has submitted a new request due to a revision in construction scheduling.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocquer-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, Kensington Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, on December 2, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-37

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close a portion of Beloit Avenue, between Colgate Avenue and Trinity Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on December 2, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Kensington Police Department, and the Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-396 **Agenda Date:** 11/18/2025 **Agenda #:** C.95.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of McBryde Avenue on December 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of McBryde Avenue, on December 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Pacific Gas & Electric Company (PG&E) will be replacing a joint pole hard-set south of existing pole, installing a raptor perch, replacing down guys, transferring services, installing messenger guy, installing a streetlight and trimming overgrown tree/vines. Due to the narrow road width of McBryde Avenue at the work site, PG&E has requested the road closure to complete this overhead work. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department. This request was previously approved by the Board of Supervisors on October 21, 2025, and in Resolution No. 2025-353. The applicant has submitted a new request due to a revision in construction scheduling.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility work.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and authorizing the Public Works Director, or designee, to fully close a portion of McBryde Avenue, on December 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Richmond area. (District I)

RC25-32

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close McBryde Avenue, from 5847 McBryde Avenue to 5863 McBryde Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on December 12, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company 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 California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-397 **Agenda Date:** 11/18/2025 **Agenda #:** C.96.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close northbound lanes of Danville Boulevard, and to fully close Jackson Way, on December 7, 2025, from 3:30 p.m. through 6:30 p.m., for the purpose of the annual Alamo Tree Lighting Festival, Alamo area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close northbound lanes of Danville Boulevard between Orchard Court and Jackson Way, and to fully close Jackson Way at the intersection with Danville Boulevard, on December 7, 2025, from 3:30 p.m. through 6:30 p.m., for the purpose of the annual Alamo Tree Lighting Festival, Alamo area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The annual Alamo tree lighting event provides a great opportunity for people to gather and helps foster a sense of community. The Rotary Club of Alamo shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
The Rotary Club of Alamo will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and authorizing the Public Works Director, or designee, to fully close northbound lanes of Danville Boulevard between Orchard Court and Jackson Way, and to fully close Jackson Way at the intersection with Danville Boulevard, on December 7, 2025, from 3:30 p.m. through 6:30 p.m., for the purpose of the annual Alamo Tree Lighting Festival, Alamo area. (District II)

RC25-45

NOW, THEREFORE, BE IT RESOLVED that permission is granted to The Rotary Club of Alamo to fully close northbound lanes of Danville Boulevard between Orchard Court and Jackson Way, and to fully close Jackson Way at the intersection with Danville Boulevard, except for emergency traffic, local residents, US Postal Service and garbage trucks, on December 7, 2025, from 3:30 p.m. through 6:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the event area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. The Rotary Club of Alamo 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 California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-398 **Agenda Date:** 11/18/2025 **Agenda #:** C.97.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Yale Avenue on December 12, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of installing a new utility pole, Richmond area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Yale Avenue, between 5825 Yale Avenue and 5763 Yale Avenue, on December 12, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of installing a new utility pole, Richmond area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Yale Avenue at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to install a new utility pole. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and authorizing the Public Works Director, or designee, to fully close a portion of Yale Avenue, between 5825 Yale Avenue and 5763 Yale Avenue, on December 12, 2025, from 8:30 a.m. through 4:00 p.m., for the purpose of installing a new utility pole, Richmond area. (District I)

RC25-44

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Yale Avenue, between 5825 Yale Avenue and 5763 Yale Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on December 12, 2025, from 8:30 a.m. through 4:00 p.m., subject to the following conditions.

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company 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. Pacific Gas & Electric Company shall obtain all required permits from the City of Richmond for the construction activities and road closure within city right of way.

6. Obtain approval for the closure from the California Highway Patrol, Sherriff's office and the Contra Costa Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-399 **Agenda Date:** 11/18/2025 **Agenda #:** C.98.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Morgan Territory Road, on December 4, 2025, from 8:00 a.m. through 5:00 p.m., for the purpose of a utility pole replacement, Clayton area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Morgan Territory Road, 675' south of Finley Road, on December 4, 2025, from 8:00 a.m. through 5:00 p.m., for the purpose of replacing a utility pole, Clayton area. (District II)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Morgan Territory Road at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole in support of a County bridge replacement project. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. PG&E shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: approving and authorizing the Public Works Director, or designee, to fully close a portion of Morgan Territory Road, 675' south of Finley Road, on December 4, 2025, from 8:00 a.m. through 5:00 p.m., for the purpose of replacing a utility pole, Clayton area. (District II)

RC25-43

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Morgan Territory Road, 675' south of Finley Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on December 4, 2025, from 8:00 a.m. through 5:00 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company 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 California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-400 **Agenda Date:** 11/18/2025 **Agenda #:** C.99.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Notice of Completion for the Abandoned Taxiway Pavement Rehabilitation Project, Concord area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution No. 2025- accepting as complete the contracted work performed by Granite Rock Company for the Abandoned Taxiway Pavement Rehabilitation Project, as recommended by the Public Works Director, Concord area. County Project No. WH115A, (District IV)

FISCAL IMPACT:
The Project was funded by 100% General Fund.

BACKGROUND:
The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of October 29, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
The contractor will not be paid, and acceptance notification will not be recorded.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF

Owner (sole): Contra Costa County, 255 Glacier Drive, Martinez, CA 94553

Nature of Stated Owner: fee and/or easement

Project No.: WH115A

Project Name: Abandoned Taxiway Pavement Rehabilitation Project

Date of Work Completion: October 29, 2025

WHEREAS

Description: Contra Costa County on August 12, 2025 contracted with Granite Rock Company for work that generally consisted of grinding existing asphalt concrete pavement, crack sealing and repaving within the Buchanan Field Airport in the Concord Area, all in accordance with the plans, drawings, special provisions and/or specifications prepared by or for the Public Works Director and in accordance with the accepted bid proposal. The project was located in the Concord area, with the Continental Insurance Company, as surety, for work to be performed on the grounds of the County; and

The Public Works Director reports that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its acceptance as complete as of October 29, 2025.

NOW, THEREFORE, BE IT RESOLVED

Identification of real property:

Concord area at: Buchanan Field Airport

Fees: none
Legal References: none
Comments: none

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

Contact:

ATTESTED:

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

By: , Deputy

Cc:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4804 **Agenda Date:** 11/18/2025 **Agenda #:** C.100.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: License Agreement with City of Martinez for parking at the Martinez Marina

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with City of Martinez (City), to allow the County to use a portion of the City-owned parking lot located at 111-115 Tarantino Drive in Waterfront Park, for use by Health Services Department employees, for a two-year term beginning the later to occur of (i) December 15, 2025, and (ii) the first business day that follows the County's receipt of a notice from the City that improvements to the parking lot being made by the City are complete, with three one-year options to renew, with the County paying an annual fee equal to $12,000 and reimbursing the City up to $45,000 for the cost of the improvements being made by, as requested by the Health Services Department.

AUTHORIZE the Public Works Director, or designee, to exercise each of the three options to extend the term of the license agreement.

FISCAL IMPACT:
100% Hospital Enterprise Fund I

BACKGROUND:
To alleviate some of the parking pressures at the Contra Costa Regional Medical Center (CCRMC) at 2500 Alhambra Avenue, the City of Martinez has agreed to allow the County to use a portion of the City-owned parking lot in Waterfront Park for use by County employees who work at CCRMC. The County will provide a shuttle service between the parking lot and CCRMC for employee use to use during the day during the week. Initially, the County will have non-exclusive use of approximately 76 spaces in the parking lot. If the County determines that it requires additional parking spaces for use by employees who work at CCRMC, the County can notify the City and the number of spaces available to the County will increase to 114, with no additional cost to the County.

In exchange for the County's use of the City's parking lot, the County will pay the City an annual license fee of $12,000. In addition, the County will reimburse the City up to $45,000 (Upfront Fee) for causing a new coat of slurry to be applied to the parking lot and for the parking lot to be restriped. If the City terminates the license agreement before the end of the initial two-year term of the license, the City will repay the County a prorata portion of the Upfront Fee.

CONSEQUENCE OF NEGATIVE ACTION:
If the license is not approved, the County will continue to have insufficient parking available for employees who work at the CCRMC.

LICENSE AGREEMENT

This license agreement ("Agreement") is dated November 18, 2025, and is between the CONTRA COSTA COUNTY, a political subdivision of the State of California, as licensee (the "**County**"), and the CITY OF MARTINEZ, a municipal corporation of the State of California, as licensor (the "**City**").

RECITALS

A. The City owns certain real property known as Waterfront Park in Martinez, California. A portion of the park is improved with a paved parking area that is located at 111-115 Tarantino Drive, an aerial view of which is shown in Exhibit A, outlined in blue (the "**Parking Lot**"). The Parking Lot is available for use by the public at no cost.

B. The County owns and operates the Contra Costa Regional Medical Center ("**CCRMC**"), which is located in the City of Martinez. The County desires to use a portion of the Parking Lot to make additional parking available to County employees who work at CCRMC. Initially, the County anticipates needing to use the portion of the Parking Lot shown in Exhibit B and marked as "Area 1," and "Area 2" (together, the "**Initial Licensed Premises**"). If the County determines that it needs additional parking for employees who work at CCRMC, the scope of this Agreement will expand to include the portion of the Parking Lot shown in Exhibit B and marked as "Area 3" (the "**Expanded Licensed Premises**"), at no additional cost to the County, upon notice to the City by the County. Whether it is (i) the Initial Licensed Premises, or (ii) the Initial Licensed Premises and the Expended Licensed Premises, the portion of the Parking Lot subject to this Agreement is the "**Licensed Premises**."

C. In addition to paying a monthly license fee as consideration for this Agreement, the County will also reimburse the City $45,000 (the "**Upfront Fee**") on a one-time basis for work performed to improve the Parking Lot, based on the City's promise to reimburse the County 1/12 of the Upfront Fee for each month that the Term, as defined below, is less than 24 months as a result of an election by the City to terminate this Agreement prior to the end of the Initial Term, as defined below.

Now for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Grant of License**. Subject to the terms and conditions of this Agreement, the City hereby grants to the County, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Section 2 below and for no other purpose without the City's prior written consent.

2. **Use of Premises**. The County may use the Licensed Premises for employee parking between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday throughout the Term.

3. **Term**. The "**Term**" of this Agreement is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

   a. Initial Term. The "**Initial Term**" of this Agreement is two years, beginning on the later to occur of (i) December 15, 2025, and (ii) the first business day that follows the County's receipt of a notice from the City that the City has completed the Work, as defined in Section 4.a. below (the "**Commencement Date**"), and ending on the second anniversary of the Commencement Date.

   b. Renewal Terms. The County has three options to renew this Agreement for a term of one year for each option (each, a "**Renewal Term**"), upon all the terms and conditions set forth in this Agreement.

   c. Termination/Revocation. The City and the County each have the right to terminate this Agreement at any time, for any reason, or for no reason, with 30 days' advance written notice; provided, however, if the City terminates or revokes this Agreement prior to the end of the Initial Term, the City will reimburse to the County that portion of the Upfront Fee that is equal to result obtained by (i) dividing the Upfront Fee by 720 (i.e., 24 months with 30 days each), and (ii) multiplying the result by the number of days by which the Initial Term was truncated.

4. **Consideration**.

   a. Improvements; Upfront Fee. If the City causes the Parking Lot to be improved with a new application of slurry and to be restriped (together, the "**Work**"), the County will reimburse the City $45,000 on the later to occur of (i) 60 days after the County Board of Supervisors approves this Agreement, and (ii) 60 days after the County receives a notice from the City confirming that the Work is complete.

   b. License Fee. Within 60 days after the Commencement Date and annually thereafter during the term of this Agreement, County shall pay an annual license fee to City in the amount of $12,000.

5. **Improvements by County.**

   a. The County may not construct any improvements on the Licensed Premises without the prior written consent of the City.

   b. Upon the termination or expiration of this Agreement, any improvements to the Licensed Premises by the County (with or without the consent of the City) must be removed by the County, at its sole cost, except those improvements that the City and

the County agree are not required to be removed. County shall repair, at its sole cost, any damage caused by the removal of its improvements.

c. If the County fails to remove any improvements it is required to remove,the City may remove them at the County's expense, and the County shall immediately reimburse the City upon the County's receipt of an invoice from the City.

6. **Maintenance.** The City shall maintain the Parking Lot and the lighting system in the Parking Lot in good order, condition, and repair.

7. **Signage.** The County is responsible for the cost and maintenance of any signage necessary for the County's use of the Licensed Premises. The County may post signage on the light poles as needed in support of this Agreement, for example, to indicate Area numbers and that the parking Areas referenced in Recital B are for County use Monday through Friday from 7:00am to 7:00pm.

8. **Nonexclusive Right of Use**. This Agreement is nonexclusive. The City reserves the right to issue licenses, easements, and permits to others that could affect the Parking Lot or the Licensed Premises.

9. **Insurance**.

a. Liability Insurance. Throughout the term of this Agreement, the County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage. County shall provide City, prior to the start of each year, a letter of self-insurance affirming the existence of the aforementioned self-insurance program.

b. Self-Insurance Exclusion. The County's self-insurance does not provide coverage for (i) areas other than the Licensed Premises, or (ii) negligence, willful misconduct, or other intentional act, error or omission of the City, its officers, agents, or employees.

10. **Assignment**. The County may not assign its rights under this Agreement.

11. **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, 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.

CITY: City of Martinez
525 Henrietta Street
Martinez, CA 94553-2395

COUNTY: Contra Costa County
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553

12. **Governing Law**. This Agreement is governed by the laws of the State of California.

13. **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.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

By _____
Warren Lai
Public Works Director

RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Margaret J. Eychner
Senior Real Property Agent

APPROVED AS TO FORM:
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Deputy County Counsel

CITY OF MARTINEZ

By _____
Name
Title

By _____
Name
Title

ME:
\\pw-data\grpdata\realprop\License Agreements\City of Martinez\Marina Parking Lot - CCRMC Overflow Parking\LICENSE\Marina Parking License Agmt - Final.docx
WLP558

Exhibit A


Martinez Marina
282.87 ft
296.09 ft
303.29 ft
286.26 ft
Total: 1,168.51 ft
Martinez
N. Court Street
Tarantino Drive

Exhibit B


Martinez Marina
324
Martinez
Area #3
Area #2
Area #1
N. Court St
Tarantino Drive

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4805 **Agenda Date:** 11/18/2025 **Agenda #:** C.101.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize the Purchasing Agent to amend a participating addendum with Vactor Manufacturing, LLC.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a participating addendum with Vactor Manufacturing, LLC., to extend the term of the participating addendum through November 29, 2026, with no change to the payment limit, for sewer vacuum, hydro-excavation and municipal pumping equipment, related accessories and supplies, for use by the Public Works Department under the terms of the Master Contract awarded by the State of Minnesota, Countywide.

FISCAL IMPACT:
Product costs paid by Local Road and Flood Control Funds (100% Local Road and Flood Control Funds)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of an amendment to the Participating Addendum for the purchase of sewer vacuums, hydro-excavation and municipal pumping equipment, related accessories and supplies offered through Vactor Manufacturing, LLC. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota Public Agency. Approval of the addendum between Contra Costa County and Vactor Manufacturing, LLC., allows the County to obtain guaranteed pricing available through Sourcewell, a State of Minnesota Public Agency, contract. The purchase will support the Public Works Department Road Maintenance Division and provide discounted equipment off published list prices. This will allow the Public Works Department to purchase equipment and supplies for less than without the benefit.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, the County would be paying full price on sewer vacuums, hydro-excavation and municipal pumping equipment, related accessories and supplies on purchases.

AMENDMENT NO. 1 TO THE PARTICIPATING ADDENDUM
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment and Related Accessories and Supplies

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: Vactor Manufacturing, LLC

This Amendment No. 1 ("Amendment") to the Participating Addendum, dated June 24, 2025 ("Agreement"), is made and entered into as of November 18, 2025 ("Amendment Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and Vactor Manufacturing, LLC, an Illinois limited liability company ("Contractor"), whose principal place of business is 1621 South Illinois St., Streator, IL 61364. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor sells sewer vacuum, hydro-excavation, and municipal pumping equipment and related accessories and supplies under a cooperative purchasing agreement, identified as Contract No. 101221-VTR ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency, following a competitive solicitation.

Whereas, the County and the Contractor entered into the Agreement to incorporate the terms of the Master Contract, allowing the County to make purchases from the Contractor pursuant to the Master Contract, subject to the terms of the Agreement.

Whereas, the Agreement and the Master Contract were both set to expire on November 29, 2025, but the Agreement provides for a one-year extension, provided that the Master Contract is extended by the same amount of time.

Whereas, Sourcewell and the Contractor executed a Contract Extension, a copy of which is attached hereto, to extend the term of the Master Contract through November 29, 2026, and, therefore, the Parties desire to extend the term of the Agreement by the same amount of time.

Amendment

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Term. As of the Amendment Effective Date, Section 1 ("Term") of the Agreement is amended to read, as follows:

   "1. Term. The term of this Agreement begins on the Effective Date, and it expires on November 29, 2026, unless sooner terminated as provided herein. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first. "

2. Remainder Unchanged. Except to the extent the Agreement is modified by this Amendment, the Agreement remains unchanged and in full force and effect.

AMENDMENT NO. 1 TO THE PARTICIPATING ADDENDUM
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment and Related Accessories and Supplies

---

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **Vactor Manufacturing, LLC**
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Contract Extension

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4806 **Agenda Date:** 11/18/2025 **Agenda #:** C.102.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent to execute a blanket purchase order amendment with Herc Rentals Inc, for heavy equipment rentals.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to a blanket purchase order with Herc Rentals Inc. (dba Herc), effective April 28, 2025, to increase the payment limit by $200,000 to a new payment limit of $700,000, with no change to the term to provide specialized rental of heavy equipment, Countywide.

FISCAL IMPACT:
100% Local Road and Flood Control District Funds.

BACKGROUND:
The Contra Costa County Public Works Department maintains over 650 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County.

On April 4, 2023, the Board of Supervisors approved the execution of a blanket purchase order with Herc for heavy equipment rentals.

On April 28, 2025, the Board of Supervisors approved the blanket purchase order amendment No. 1 for the purchase order with Herc by increasing the payment limit from $300,000 to $500,000.

The Public Works Department is requesting to add funds to the existing blanket purchase order, which is used to rent heavy equipment for County maintenance crews to perform routine and emergency road and flood control maintenance work. With the approaching winter season and potential for severe weather, additional equipment rentals may be necessary.

This blanket purchase order amendment will increase the payment limit by $200,000, which will allow the Public Works Department to continue to rent heavy equipment with Herc through the end of the purchase order's term on April 3, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the blanket purchase order amendment will prevent the Public Works Department from completing routine and emergency road and flood control maintenance work in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4807 **Agenda Date:** 11/18/2025 **Agenda #:** C.103.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 3 with Diablo Boiler & Steam Inc., a California Corporation, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Diablo Boiler & Steam Inc., effective November 4, 2025, to increase the payment limit by $500,000 to a new payment limit of $1,750,000, with no change to the term, for on-call boiler services at various County sites and facilities, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division is responsible for the maintenance and repairs to all hot water, boiler furnace, and heat pump systems, which provide hot water and heating to County buildings. Scheduling this maintenance is done by Facilities Services, but the actual maintenance is performed by outside vendors. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities.

Originally bid on BidSync #2107-497, Diablo Boiler & Steam Inc., was one of two contractors awarded for this contract. The Public Works Department awarded a three (3) year contract with the term February 1, 2022 through January 31, 2025. The total contract amount awarded was $750,000.

Amendment No. 1 was approved, effective May 1, 2023, and increased hourly rates according to the Consumer Price Index (CPI) for the San Francisco - Oakland - Hayward area as published by the Bureau of Labor Statistics. Amendment No. 2, effective May 3, 2024, increased the payment limit to $1,250,000, increased the hourly rates, and extended the term through January 31, 2027.

Facilities Services is requesting Amendment No. 3 with Diablo Boiler & Steam Inc. to be approved, increasing the payment limit to $1,750,000 to ensure the County has continued access to the Contractor's services.

CONSEQUENCE OF NEGATIVE ACTION:
Without the approval of this Contract Amendment No. 3, on-call boiler services at various County sites and facilities with Diablo Boiler & Steam Inc. will discontinue due to insufficient funds, and future planned projects for the upcoming fiscal year will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4808 **Agenda Date:** 11/18/2025 **Agenda #:** C.104.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 2 with RJN, Inc. d/b/a H&N Enterprises Inc., a California Corporation, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with RJN, Inc. d/b/a H&N Enterprises Inc., effective October 31, 2025, to extend the term through October 31, 2026, with no change to the payment limit for on-call weed abatement services at various County sites and facilities, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (No fiscal impact)

BACKGROUND:
The Public Works Department, Facilities Services Division is responsible for the weed abatement of all County sites and properties. Weed abatement contracts provide abatement services including but not limited to: discing, grading, tractor drawn mowing, hand mowing, tree trimming, and debris removal. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities.

The Contra Costa County Fire District conducted a solicitation for weed abatement services. All bids were collected via BidSync #2105-484 and RJN, Inc. d/b/a H&N Enterprises Inc., was the only responsive and responsible bidder. With the Fire District's consent, the Public Works Department requested authorization to execute a separate contract with RJN, Inc. d/b/a H&N Enterprises Inc.

The Board approved a contract with RJN, Inc. d/b/a H&N Enterprises Inc., in an amount not to exceed $2,000,000, for the period November 1, 2021 through October 31, 2024. Amendment No. 1, effective October 31, 2024, extended the contract term an additional year through October 31, 2025.

Facilities Services is requesting Amendment No. 2 with RJN, Inc. d/b/a H&N Enterprises Inc. to be approved, extending the term through October 31, 2026 to ensure the County has continued access to the Contractor's services.

CONSEQUENCE OF NEGATIVE ACTION:
Without the approval of this Contract Amendment No. 2, on-call weed abatement services at various County sites and facilities with RJN, Inc. d/b/a H&N Enterprises Inc. will discontinue and future services for the

upcoming fiscal year will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4809 **Agenda Date:** 11/18/2025 **Agenda #:** C.105.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment No. 1 with Tri-City Power Inc., a California Corporation, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Tri-City Power Inc., effective October 31, 2025, to increase the payment limit by $500,000 to a new payment limit of $1,100,000 and extend the term through October 31, 2027, for on-call uninterruptible power supply services at various County sites and facilities, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division is responsible for the maintenance and emergency repairs of the County's Uninterruptible Power Supply (UPS) units. These units are put inline with incoming power to the buildings. In the case of a power outage, UPS units will allow the facility to continue functioning without losing power. Facilities Services has several of these units protecting facilities such as computer servers, detention centers, and several Health Services facilities.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. The Public Works Department conducted a formal solicitation for on-call uninterruptible power supply (UPS) maintenance and repair services via BidSync #2208-584. Tri-City Power Inc. was the contractor awarded for these services. The Board approved a contract with Tri-City Power Inc., in an amount not to exceed $600,000, for the period November 1, 2022 through October 31, 2025.

Facilities Services is requesting Amendment No. 1 with Tri-City Power Inc. to be approved, increasing the payment limit to $1,100,000 and extending the term through October 31, 2027 to ensure the County has continued access to the Contractor's services.

CONSEQUENCE OF NEGATIVE ACTION:
Without the approval of this Contract Amendment No. 1, on-call uninterruptible power supply services at various County sites and facilities with Tri-City Power Inc. will discontinue and future services will not be completed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4810 **Agenda Date:** 11/18/2025 **Agenda #:** C.106.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize the Purchasing Agent to Execute Amendment No. 2 with FLO Charging Solutions USA, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, Amendment No. 2 to a participating addendum with FLO Charging Solutions USA, Inc., and an amendment to a blanket purchase order, to increase the amount by $800,000 to a new payment limit of $2,100,000, with no change to the term, for vehicle charging equipment, products, and services, for use by the Public Works Department in their deployment of Electric Vehicle (EV) Charging Stations under the terms of the Master Contract awarded by the State of Minnesota, Countywide.

FISCAL IMPACT:
Product and service costs are funded by the Measure X Sustainability Fund (100% Measure X Fund)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of Amendment No. 2 to a Participating Addendum and an amendment to blanket purchase order #28651 for the purchase of electric vehicle charging equipment, products, and services offered through FLO Charging Solutions USA, Inc. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota Public Agency. Approval of Addendum No. 2 between Contra Costa County and FLO Charging Solutions USA, Inc., allows the County to obtain guaranteed pricing available through the contract. The purchase will support the Public Works Department deploy vehicle charging equipment, products, and services, and provide discounted equipment off published list prices. This will allow the Public Works Department to purchase vehicle charging equipment, products, and services for less than they would without this benefit.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, the County would be paying full price on vehicle charging equipment, product and service purchases.

AMENDMENT NO. 2 TO THE PARTICIPATING ADDENDUM
for
Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing Cooperative Program

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: FLO Charging Solutions USA, Inc.

Effective November 18, 2025 ("Effective Date"), this Amendment No. 2 ("Amendment No. 2") to the Participating Addendum, dated August 15, 2023, ("Agreement") is made and entered by and between Contra Costa County, a political subdivision of the State of California ("County"), and FLO Services USA, Inc. (doing business in California as FLO Charging Solutions USA, Inc.), a Delaware corporation, (hereinafter referred to as "Contractor") whose principal place of business is 2800 Louis-Lumiere Street, Suite 100, Quebec City, QC, Canada G1P0A4. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the County and the Contractor entered into the Agreement to allow the County to purchase electric vehicle charging equipment, products, and services from the Contractor under the terms of Contract #042221-FLO ("Master Contract") awarded by Sourcewell, a State of Minnesota public agency, after a competitive bid process, and made available to public agencies nationally. The Agreement incorporates the terms of the Master Contract and makes modifications to certain terms of the Master Contract, as set forth in the Agreement.

Whereas, the term of the Master Contract was set to expire on July 20, 2025, unless Sourcewell exercised its right to extend the term by one year. After Sourcewell exercised its right to extend the Master Contract by one year, through July 20, 2026, County's governing body approved, on June 10, 2025, Amendment No. 1 to the Agreement to provide for a one-year extension, and to increase the Payment Limit, from $800,000, to a new Payment Limit of $1,300,000.

Whereas, the County and the Contractor now desire to enter into this Amendment No. 2 to increase the Agreement's Payment Limit by an additional $800,000, with no other changes to the Agreement, as previously amended.

Amendment

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree to amend the Agreement, as previously amended, as follows:

1. Payment Limit Increase. Section 2 (Payment Limit) of the Agreement, as previously amended, is deleted and replaced with new Section 2, to read:

   "2. Payment Limit. The County's total payments to FLO under this Agreement shall not exceed $2,100,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.

2. Remainder Unchanged. Except to the extent the Agreement, as previously amended, is expressly modified by this Amendment No. 2, the Agreement remains unchanged and in full force and effect.

AMENDMENT NO. 2 TO THE PARTICIPATING ADDENDUM
for
Electric Vehicle Supply Equipment and Related Services under SOURCEWELL Purchasing Cooperative Program

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IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the Effective Date written above.

Participating Entity: **Contra Costa County**	Contractor: **FLO Charging Solutions USA, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas Geiger, County Counsel

By: _____
Assistant County Counsel

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4811 **Agenda Date:** 11/18/2025 **Agenda #:** C.107.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize the Purchasing Agent to execute an amendment with Altec Industries, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a participating addendum with Altec Industries, Inc., to extend the term of the participating addendum through December 27, 2026, with no change to the payment limit, for public utility equipment, related products and services, for use by the Public Works Department under the terms of the Master Contract awarded by the State of Minnesota, Countywide.

FISCAL IMPACT:
Product costs paid by Local Road and Flood Control Funds (100% Local Road and Flood Control Funds)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of an amendment to the Participating Addendum for the purchase of public utility equipment, related products and services offered through Altec Industries, Inc. Products are guaranteed through the master contract awarded by Sourcewell, a State of Minnesota Public Agency. Approval of the addendum between Contra Costa County and Altec Industries, Inc., allows the County to obtain guaranteed pricing available through Sourcewell. This benefit will support the Public Works Department's Road Maintenance Division with public utility equipment, related products and services, and provide discounted equipment off published list prices.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this agreement, the County would be paying full price for public utility equipment, related products and services purchases.

AMENDMENT NO. 1 TO THE PARTICIPATING ADDENDUM
for
Public Utility Equipment and Related Products and Services

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Altec Industries, Inc. (Contract No. 110421-ALT)

This Amendment No. 1 ("Amendment") to the Participating Addendum, dated March 25, 2025 ("Agreement"), is made and entered into as of November 18, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Altec Industries, Inc., an Alabama corporation ("Contractor"). The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, the Contractor sells public utility equipment and related products and ancillary services under a cooperative purchasing agreement, identified as Contract No. 110421-ALT ("Master Contract"), awarded by Sourcewell, a State of Minnesota public agency, following a competitive solicitation.

Whereas, the County and the Contractor entered into the Agreement to incorporate the terms of the Master Contract, allowing the County to make purchases from the Contractor pursuant to the Master Contract, subject to the terms of the Agreement.

Whereas, the Agreement and the Master Contract were both set to expire on December 27, 2025, but the Agreement provides that its term may be extended provided that the term of the Master Contract is extended by at least the same amount of time.

Whereas, Sourcewell and the Contractor executed a Contract Extension, a copy of which is attached hereto, to extend the term of the Master Contract through December 27, 2026, and, therefore, the Parties desire to extend the term of the Agreement by the same amount of time.

Amendment

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree, as follows:

1. Recital Correction. The first recital of the Agreement is modified by deleting "032824-PMC" and replacing it with "110421-ALT" to reflect the correct Sourcewell contract number.

2. Term. Section 1 ("Term") of the Agreement is amended to read, as follows:

   "1. Term. The term of this Agreement begins on the Effective Date, and it expires on December 27, 2026, unless sooner terminated as provided herein. The Parties may agree to extend the term of this Agreement, provided that the Master Contract is extended by at least the same amount of time. If the Master Contract is terminated prior to the expiration of the term of this Agreement, the Contractor shall continue to perform under this Agreement until the term of this Agreement expires, or until this Agreement is terminated, whichever occurs first."

3. Remainder Unchanged. Except to the extent the Agreement is modified by this Amendment, the Agreement remains unchanged and in full force and effect.

AMENDMENT NO. 1 TO THE PARTICIPATING ADDENDUM
for
Public Utility Equipment and Related Products and Services

IN WITNESS, WHEREOF, the parties have executed this Amendment as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **Altec Industries, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Contract Extension

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4812 **Agenda Date:** 11/18/2025 **Agenda #:** C.108.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with La Roza Construction, Inc. for On-Call General Construction Maintenance and Repair Services, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with La Roza Construction, Inc. in an amount not to exceed $3,000,000, to provide on-call general construction maintenance and repair services at various County sites and facilities, for the period of November 1, 2025 through October 31, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance, repairs, and small construction projects of all County buildings and facilities. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities. On August 31, 2025, three on-call general construction contracts expired after reaching their maximum five-year term. These contracts were utilized by the Public Works Department.

The Public Works Department recently conducted a formal solicitation for on-call general construction maintenance and repair services in May of 2025. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-CONTR-0000000077. After thorough evaluation of the bids received, La Roza Construction, Inc. was one of three contractors awarded for these services. This contract will have a term of five (5) years. The contract payment limit will be $3,000,000.

Facilities Services is requesting approval of a contract with La Roza Construction, Inc. for the term November 1, 2025 through October 31, 2030, in the amount of $3,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call general construction maintenance and repair services with La Roza Construction, Inc. will not be able to begin, and future general construction projects will not be completed in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4813 **Agenda Date:** 11/18/2025 **Agenda #:** C.109.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Participating Addendum with HD Supply Facilities Maintenance, Ltd.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a Participating Addendum and a blanket purchase order with HD Supply Facilities Maintenance, Ltd., in an amount not to exceed $5,000,000 for cleaning supplies, equipment, and custodial related services and solutions for the period November 1, 2025, through May 31, 2027, under the terms of Master Contract # 202002299 awarded by the Regents of the University of California.

FISCAL IMPACT:
Product costs to be paid by County Departments (100% User Departments)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for cleaning supplies, equipment, and custodial related services and solutions, to support the needs of all County Departments. Products are guaranteed through a master contract awarded by the Regents of the University of California, Omnia Partner Purchasing Cooperative Program. Approval of the addendum between Contra Costa County and HD Supply Facilities Maintenance, Ltd., allows the County to obtain guaranteed pricing available through the Omnia Partners contract. This purchase will support all County Departments with the following category of products: janitorial supplies and equipment to include dilution control, green products, industrial paper and dispensers, private label products, carpet care, restroom care, waste receptacles, compactors, liners, machines and accessories, institutional and industrial laundry and kitchen, and industrial tools and supplies. The contract provides discounted prices on products.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval, the County would pay full price on the products.

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UNIVERSITY OF CALIFORNIA

Purchasing Agreement # 2020002299

As a result of Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019 for Janitorial Supplies and Equipment, the Master Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California and the supplier named below ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Supplier – The Home Depot Pro

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment D ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from June 1, 2020 and through May 31, 2027 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for three (3) successive **one (1)** -year periods (each, a Renewal Term), by providing Supplier with at least **thirty (30)** calendar days' written notice before the end of the Initial Term or any Renewal Term.

b) UC may terminate the Agreement for convenience by giving Supplier at **least thirty (30)** calendar days' written notice.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **fifteen (15)** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For system-wide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of system-wide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: 2% 10, Net 30 or electronic payment method determined by the campus from which the Purchase Order is issued.

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5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting
Phone	510-987-0086
Email	David.rusting@ucop.edu
Address	1111 Franklin St., 7th Flr
	Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Greg Muller
Phone	858-534-9857
Email	glmuller@ucsd.edu
Address	10280 N. Torrey Pines Road, Suite 415
	La Jolla, CA 92037-0914

To Supplier:

Name	John Pettinelli
Phone	609-820-8593
Email	John_j_pettinelli@homedepot.com
Address	804 East Gate Drive Suite 100
	Mount Laurel, NJ 08054

6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

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10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – The Home Depot Pro.

12. Cooperative Purchasing

Supplier agrees to extend for Goods and/or Services to participating agencies (public and private schools, colleges and universities, cities, counties, non-profits and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement. All contractual administration issues (e.g. terms and conditions, extensions/renewals, product pricing and Core List) will remain UC's responsibility except as outlined in the above referenced Request for Proposal # RFP-UC Janitorial Supplies & Equipment -Apr242019. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated February 27th, 2020 will govern this Agreement and are attached as Attachment A.

15. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. UC Terms and Conditions of Purchase, dated 2-27-2020 - AMENDED, Attachment A
b. UC Data Security and Privacy Appendix, dated 8-12-2019, Attachment B
c. UC Electronic Commerce Appendix, dated 7-19-19, Attachment C

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d. RFP-UC Janitorial Supplies & Equipment -Apr242019 Janitorial RFP SOW - Attachment D
e. Pricing – Attachment E
f. Supplier response to RFP-UC Janitorial Supplies & Equipment -Apr242019 – Attachment F

16. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

1E90FA0709254CF...
(Signature)

William Cooper, Chief Procurement Officer
(Printed Name, Title)

6/1/2020
(Date)

The Home Depot Pro

(Signature)

Ran Garver
Director of Compliance
(Printed Name, Title)

29 May 2020
(Date)

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UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

These Terms and Conditions of Purchase ("Terms and Conditions") are a part of the Master Agreement dated June 1, 2020, Agreement No 2020002299, by and between The Regents of the University of California ("UC") and Home Depot U.S.A., Inc. d/b/a The Home Depot Pro ("Supplier"). As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") are governed by the terms and conditions set forth herein. Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.

C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.

D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within ten (10) business days, or repeatedly fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services.

E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Pricing is exclusive of and UC shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by UC under the Agreement or Purchase Order hereunder. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

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ARTICLE 4 – INSPECTION.

UC will inspect the Goods upon receipt. Any issues with nonconformities or non-delivery of any quantities of Goods must be reported within 30 days of delivery (or for non-delivery, within 5 days after the date that the Goods would have been received in the normal course of business). Supplier cannot guarantee responsibility for the resolution of issues reported after this 30-day period, after which UC will be deemed to have accepted the Goods. Examples of nonconformities are: damaged goods, incomplete orders, incorrect items, and/or over shipments. If UC notifies Supplier of any non-conformities within the timeframe specified above, Supplier shall, at UC's discretion, (i) replace such non-conforming Goods (or Goods not delivered) with conforming Goods, or (ii) credit or refund the price paid by UC for such nonconforming Goods (or Goods not delivered). UC acknowledges and agrees that the remedies set forth in this Section are UC's exclusive remedies for the delivery of non-conforming Goods, and that otherwise, UC has no right to request return of Goods purchased hereunder.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will use commercially reasonable efforts to use only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will promptly remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

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1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;

E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Not Involving Work Made for Hire.
1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably

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acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

C. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 – INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from the negligent acts or willful misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control during delivery of the Goods or provision of Services on UC property. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

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ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000
   3. Personal and Advertising Injury $ 1,000,000
   4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
   1. P1 - This insurance policy must have minimum limits of $500,000 each occurrence and $500,000 in the aggregate.
   2. P2 - This insurance policy must have minimum limits of $1,000,000 each occurrence and $1,000,000 in the aggregate.
   3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $5,000,000 each occurrence and $5,000,000 in the aggregate.
   4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $10,000,000 each occurrence and $10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

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of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
   1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
   2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
   3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
   4. FAR 52.219-8, Utilization of Small Business Concerns;
   5. FAR 52.222-17, Non-displacement of Qualified Workers;
   6. FAR 52.222-21, Prohibition of Segregated Facilities;
   7. FAR 52.222-26, Equal Opportunity;
   8. FAR 52.222-35, Equal Opportunity for Veterans;
   9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
   10. FAR 52.222-37, Employment Reports on Veterans;
   11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
   12. FAR 52.222-41, Service Contract Labor Standards;
   13. FAR 52.222-50, Combating Trafficking in Persons;
   14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
   15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
   16. FAR 52.222-54, Employment Eligibility Verification;
   17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
   18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
   19. FAR 52.224-3, Privacy Training;
   20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
   21. FAR 52.233-1, Disputes; and
   22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled *'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)'* and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

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1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
   1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
   2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
   3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
   4. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier agrees it will not discriminate against any employee or applicant for employment in violation of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and other pertinent federal and state laws and regulations which are designed to promote equal employment opportunity. If applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a) are incorporated by reference herein. Only if applicable, this Agreement incorporates the requirements of 41 CFR §§601.4(a)(7) and 29 CFR Part 471 Appendix A to Subpart A. In addition, but also only if applicable, Supplier shall abide by the requirements of 41 CFR § 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

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ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

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D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving advanced notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that to the best their knowledge, and belief, no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

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for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.

C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

1. Personally identifiable information,
2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
3. Medical Information as defined by California Civil Code § 56.05,
4. Cardholder data,
5. Student records, or
6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
   a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
   b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
   c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
   d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
   e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq*), and
   f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.

D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.

E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.

F. Conflict in Terms. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

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ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines: (https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
    1. Uses bulk packaging;
    2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
    1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
    2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
    3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

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B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC

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Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

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Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent; provided, however, that Supplier may assign the Agreement to an affiliate upon prior written notice to and approval from UC. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

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A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX-GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

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(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) and at Supplier's expense; and

(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

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ARTICLE 1. PURPOSE AND INTRODUCTION

A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.

B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.

C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:

1. Developing and documenting a plan that protects Institutional Information and IT Resources.
   - Supplier must responsibly execute this plan.
   - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.[1]
   - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
3. Updating its plan to effectively address new cybersecurity risks.
4. Complying with pertinent contractual and regulatory responsibilities.
5. Providing UC with evidence of compliance with Supplier's information security plan.
6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

[1] Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

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D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.

E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier that are specifically involved in data security and privacy, to provide or assist in providing the Goods and/or Services to UC.

F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

A. "Breach" means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

B. "Illicit Code" means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, "back door," "trap door," "booby trap," "dead drop device," "data scrambling device," or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.

C. "Institutional Information" means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.

D. "IT Resource" means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

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mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. "Major Change" means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. "Security Incident" means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier's administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

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ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.

B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.

C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.

D. Updates to Exhibit 2 will occur as follows:

1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.

2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.

E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.

F. Supplier's Information Security Plan must:

1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;

2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;

3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;

4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;

5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;

6. Clearly document the cybersecurity responsibilities of each party;

7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;

8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;

9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;

10. Prevent unauthorized access to Institutional Information and IT Resources;

11. Prevent unauthorized changes to IT Resources;

12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

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13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;

14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and

15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.

B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.

C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:

1. When Major Changes happen.
2. When Supplier becomes aware of a vulnerability that warrants a CVE[2] rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.

B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.

C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

[2] Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

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ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.

B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (https://security.ucop.edu/policies/institutional-information-disposal.html) or an alternative approved by UC.

C. Upon request, Supplier will certify in writing to UC that such return and/or disposal has been completed.

D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

A. Reporting of Breach or Security Incident: If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:

1. Contacts for both technical and management coordination;

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2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
3. The nature of the Breach and/or Security Incident;
4. The Institutional Information and/or IT Resources affected;
5. What Supplier has done or will do to mitigate any deleterious effect; and
6. What corrective action Supplier has taken or will take to prevent future Security Incidents.

B. Supplier will provide other non-proprietary information as reasonably requested by UC.

C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.

D. Coordination of Breach Response or Security Incident Activities: Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:

1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
2. Remedying the Breach and/or Security Incident as quickly as circumstances permit;
3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
7. Ensuring that knowledgeable Supplier employees are available with reasonable notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.

E. Breaches and Security Incidents – Corrective And Preventive Action: As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

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1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
2. Identification and description of the root causes; and
3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.

F. Costs: Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.

G. Grounds for Termination: Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.

B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.

C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.

D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.

E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.

F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.

G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.

H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4[3], Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

[3] See Exhibit 1.

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that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Supplier will comply with all applicable laws and regulations. PKC

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Exhibit 1 – Institutional Information

1. Protection Level Classification[4]:

☐ Protection Level 1

X Protection Level 2

☐ Protection Level 3

☐ Protection Level 4

Explanation:
The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

A. ☐ Animal Research Data.
B. ☐ Controlled Technical Information (CTI).
C. ☐ Controlled Unclassified Information (CUI) – 800-171/NARA.
D. ☐ Defense Department: Covered Defense Information (CDI).
E. ☐ Federal Acquisition Regulations (FARS/DFAR) other than CUI.
F. ☒ GDPR personal data.
G. ☐ GDPR special data.
H. ☐ Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
I. ☐ Health Records subject to HIPAA Privacy or Security Rule (PHI).
J. ☐ Human Subject Research Data.
   1. ☐ Identified.
   2. ☐ Anonymized.
K. ☐ Intellectual property (IP), such as patents, copyright, or trade secrets.
L. ☐ ITAR/EAR-controlled data.
M. ☒ Payment card data (PCI, PCI DSS).
N. ☐ Personally identifiable information – PII.
O. ☐ Student data, whether or not subject to FERPA.
P. ☐ Other: _____
Q. ☐ Other: _____

[4] For reference see: https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

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R. ☐ Other: _____

S. ☐ Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

A. ☐ California Confidentiality of Medical Information Act (CMIA) *.

B. ☒ California Consumer Privacy Act (CCPA).

C. ☐ California Information Practices Act (IPA).

D. ☒ European Union General Data Protection Regulation (GDPR)*.

E. ☐ Family Educational Rights and Privacy Act (FERPA) *.

F. ☐ Federal Policy for the Protection of Human Subjects ("Common Rule").

G. ☐ Genetic Information Nondiscrimination Act (GINA).

H. ☐ Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.

I. ☐ Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.

J. ☐ Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).

K. ☐ The Fair and Accurate Credit Transaction Act (FACTA).

L. ☐ The Fair Credit Reporting Act (FCRA).

Data Security

M. ☐ Chemical Facility Anti-Terrorism Standards (CFATS).

N. ☐ Defense Federal Acquisition Regulations (DFARS).

O. ☐ Export Administration Regulations (EAR).

P. ☐ Federal Acquisition Regulations (FARS).

Q. ☐ Federal Information Security Modernization Act (FISMA).

R. ☐ International Traffic in Arms Regulations (ITAR).

S. ☒ Payment card data (PCI, PCI DSS).

T. ☐ Toxic Substances Control Act (TSCA).

U. ☐ Other: _____

V. ☐ Other: _____

W. ☐ Other: _____

X. ☐ Other: _____

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Exhibit 2
Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]

See page 40 of attached Home Depot Responsibility Report
also found online at cloud.3dissue.net/17127/17182/17296/18142/index.html

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UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

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SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

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Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

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licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

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concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement both a hosted and/or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than one (1) catalog per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Custom Core List may be updated from time to time (to address additions, deletions, substitutions and alternate products) upon notification by Supplier to UC (including via e-mail). The goal is to limit this to bi-annual changes, but not more than quarterly.

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- Price Changes: once per year
  - Supplier agrees to accumulate price increases into one communication that will be effective March 1 each year. All increases will be summarized in a table (Example below) and Manufacturer Proof Source Letters will be included under a separate cover.

  - Supplier will make a "Best Effort" attempt that no annual price increase will exceed the Consumer Price Index for all Urban Consumers (CPI-U) or 3% of sales, whichever is lower, however Supplier reserves the right to present UC proof source data justifying all increases in excess of 3% that include but are not limited to tariffs, natural disasters and pandemics and include but are not limited to increases on goods and services that are in limited supply or not currently available, including but not limited to PPE, disinfectant cleaners, skincare products and other pandemic related products.



Lead time: Supplier must load the Catalog price file into the e-Procurement system twenty (20) working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: one (1)
- Categories allowed within Catalog: Janitorial Supplies & Equipment
- Categories blocked within Catalog: All others

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1. Purpose of the RFP

The purpose of this Request for Proposal ("RFP") is to invite qualified suppliers to prepare and submit proposals to furnish Janitorial Supplies and Equipment to the University of California ("UC" or "University") and other public agencies, in accordance with the requirements set forth in this RFP.

Supplier agrees to make available the services to any UC location and other public agencies upon the terms, conditions and pricing set forth in an agreement awarded in response to Supplier's proposal. OMNIA Partners will be supporting our efforts to market the outcome of the solicitation nationally.

The UC system represents about $20MM annually in spend and the resulting contract represents another $280MM opportunity nation-wide.

2. Background

University of California consists of 10 campuses and the Office of the President. Throughout the system we have thousands of buildings maintained by a dedicated staff utilizing Janitorial Supplies and Equipment every day and night. Each campus has unique needs that influence their volume of purchases and delivery requirements but the goal is consistent, well maintained facilities.

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over $100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies though multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been

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advertised and publicly competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents Exhibit A, B, F, and G.

3. Minimum Requirements

- Supplier must be able to demonstrate the capability of providing the required products/services by possessing adequate available resources, including personnel, facilities, systems, organization structure, operation controls, quality control and other related factors.
- Supplier must supply their Dun & Bradstreet number. Finalist will be researched to ensure they meet UC's requirement for financial solvency.
- Supplier must possess all trade, professional, or business licenses as may be required to complete the work and meet the requirements specified by this RFP.
- Supplier must demonstrate successful experience in providing the products and services specified in this RFP as a primary supplier. Suppliers are expected to provide customer contact information for their three largest higher education clients.
- Resulting awardee(s) will be required to participate in a Corporate Social Responsibility assessment through the EcoVadis monitoring platform. The supplier's acceptance and participation in this assessment includes approval that their company scorecard will be shared with the University of California.

New Equipment Requirements

- Warranty service shall be performed by Supplier's field service technician or Manufacturer's trained and authorized service representative.

4. RFP Timeline, Contract Term and Point of Contact

Schedule of Events

Anticipated Action	Anticipated Action Date
Release of Electronic RFP	*Wednesday July 3rd, 2019*
Pre-proposal – How to use CalUSource	*Monday July 15th, 2019 8AM (Pacific Time)* *https://ucsd.zoom.us/j/8585349857* *Phone 669-900-6833* *Meeting ID: 858 534 9857*
Intent To Attend Job Walk RSVP If you do not submit an intent to join the Job Walk by 7/8/19 we cannot guarantee your accommodation due to space limitations and logistics.	*Wednesday July 10th, 2019 12PM (Pacific Time)*
Pre-proposal Conference & Job Walk	Date: *Wednesday July 17th, 2019* Time: *9:00AM – 12:00AM (Pacific Time)*

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	Address: *131 Innovation Dr., Suite 250* *Irvine, CA 92617* A link to the building location can be found here: https://goo.gl/maps/trW7Tb7KgrWm57EM7
Deadline for Supplier Q&A via Discussion Forum	*Monday July 29th, 2019, 8:01AM (Pacific Time)*
Deadline for RFP Response	***Friday August 16th, 2019, 4PM (Pacific Time)***

The University reserves the right to modify the above schedule of events and make changes to other provisions in this RFP. It is the Supplier's responsibility to read the entire document and any addendums, and to comply with all requirements listed herein.

Contract Term

The anticipated term of any agreement issued as a result of this RFP will be for an initial period of 7 (seven) years. The University may, at its option, exercise 3 (three) additional one-year extensions for a total of 10 (ten) years on the same terms and conditions.

Exhibits

In addition to this document, the following exhibits posted under Guidelines and Attachments in CalUSource contain the requirements, terms and conditions for this RFP:

- UC Required Supplier Information
- UC Term and Conditions
- Supplier Bidding Guide for CalUSource
- UC Invoice Transmission and Payment Settlement Terms
- UC Sustainability Policy
- Appendix Federal Government Contracts Special Terms and Conditions
- Campus Delivery Model Matrix
- Schedule I UC Participating Locations
- Cost Bid Worksheet
- Scoring Criteria
- OMNIA Partners Exhibits A-H

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the Supplier's Proposal as accepted by the University.

Single Point of Contact

The University RFP Administrator is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this RFP; and is the only office authorized to change, modify, clarify, etc., the specifications, terms and conditions of this RFP and any agreement(s) awarded as a result of this RFP. All questions and requests for clarification concerning this RFP should be entered into the CalUSource Discussion Forum by the questions deadline indicated in the Schedule of Events.

Greg Muller

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Senior Manager, Strategic Sourcing
University of California
858-534-9857
glmuller@ucsd.edu

5. Scope of Work

There is a total of ten (10) campuses, five (5) medical centers, and various other affiliated locations in the UC network. See SCHEDULE I for UC participating locations. The UC seeks to partner with a Supplier to provide the goods listed in and associated with the categories reflected in the Cost Bid Worksheet in accordance with this Statement of Work and any other documents referenced in the Incorporated Documents section herein and also included dilution control, green products, industrial paper and dispensers, private label products, carpet care, restroom care, waste receptacles, compactors, liners, machines and accessories, institutional and industrial laundry and kitchen, industrial tools and supplies and all other categories in your full line of products and services. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

Supplier shall provide Janitorial Products and Equipment (Goods) including, but not limited to those items and categories listed in the basket of goods in the Cost Bid Worksheet.

Order Packaging and Labeling – Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

- Purchase order number
- Product description, quantity and catalog number of the Product ordered and an open 30-character field for internal identification e.g., UC Storehouse catalog numbers and/or internal customer order numbers; and
- Other information, as may be requested by ordering UC Department.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Environmentally Responsible Packaging – Supplier shall use good faith efforts to utilize environmentally responsible packaging and recycling practices to minimize the adverse effects of packaging on the environment.

The University has disallowed the use of expanded plastic foam materials (such as Expanded Polystyrene (EPS), Expanded Polyethylene (EPE), Expanded Polyurethane and expanded plastic foam hybrids) by 2020.

The University requires that all packaging be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

a. Uses bulk packaging;

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b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);

c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;

d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;

e. Uses locally recyclable or certified compostable material.

Receiving Locations – Supplier shall provide inside and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC or participating agencies.

Last Mile Central Receiving: Supplier will provide a financial incentive to locations that can consolidate deliveries at a central location and distribute to end users throughout campus.

Standard Delivery Requirements – Supplier shall deliver all UC orders received by 5:00PM local time the next business day. Supplier shall meet each participating agencies' specific delivery requirements.

All deliveries will be FOB Destination. Delivery charges and risk of loss will be borne by the supplier.

Rush Delivery Requirements – Supplier shall deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush emergency delivery orders for same day delivery must be requested by UC prior to 1:00PM Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00PM Pacific Time.

Returns – Supplier shall accept goods returned by UC or participating agencies if in resalable condition and if made within thirty (30) days of original shipment. Returns for special order (non-stock) items may result in a 15% restocking fee. Supplier must pick up returns from the ordering department location within three (3) business days.

Credit – Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If service were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Invoicing – All invoices must clearly indicate the following information:

- Sales tax as a separate line item;
- Freight costs, if applicable, as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any applicable discount;
- Reference to original order number for all credit invoices issued;
- Purchasing card information, if applicable

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Catalog – Supplier will provide Supplier's Catalog electronically at no cost to UC. The Catalog shall integrate into the UC e-commerce platform for each location. Supplier will provide for UC, if requested by UC, real-time secured access to Supplier's automated system including web-based order management, customized electronic Catalog with UC pricing and contract terms, as defined in the RFP and Supplier's response. Supplier will provide UC with the necessary network, data lines, and/or computer software at no additional cost to UC.

Training – Supplier will provide reasonable sufficient training to UC's or participating agencies authorized personnel for any equipment or dispensing systems provided to UC.

Program Management – Supplier will provide the necessary staff and resource to support UC's program management function as outlined in this Statement of Work and the Supplier's response to RFP, including but not limited to:

- Marketing Program to increase sales activity;
- Coordinating Program implementation;
- Providing superior customer service;
- Promoting alternate Goods to reduce cost and meet UC sustainability objectives;
- Demonstrating new Goods;
- Managing the continuous improvement process;
- Providing on-going contract monitoring and maintenance;
- Offering Services cost reduction and process improvement opportunities to UC;
- Conducting monthly account review meetings.

Service Standards – Supplier will provide the following minimum service standards:

Normal delivery – next business day, or on the delivery date requested, whichever is later

Rush emergency delivery – within 4 hours

Pick up returns – within 3 business days

Request for reports – new reports within 5 business days, or as scheduled

Order fill rate (stock items) – maintain a minimum order fill rate of 95%, where all stock item orders will be fulfilled either (1) the next business day or (2) on the delivery date requested, whichever is later. Fill rate is calculated as: (# of orders Delivered as requested/# orders requested).

Delivery accuracy – maintain a minimum delivery accuracy of 95%, based on the percent of the entire order being fulfilled correctly.

Invoice Billing Accuracy – maintain an invoice billing accuracy of 99%. Invoice billing accuracy is calculated as: (1-(total number of credit memo line items/total number of invoice line items)) and (1-(total credit dollars issued/total dollars invoiced)).

24-Hour Quote Turnaround – all quotation requests will be acknowledged within 24 hours of request, and provided within 3 business days.

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Reporting – Supplier shall provide quarterly reports on all spend for all locations including specifics related to sustainability (breakdown by month, by category, by campus total spend, total system spend, total sustainable spend, % Sustainable spend, Actual vs Goal).

6. Pricing

Suppliers are to provide specific unit pricing, a discount from a verifiable price index, and a suggested market basket for participating members on the Price Workbook. Prices/discounts shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award.

7. Evaluation Criteria

Evaluation and Award: Best Value Methodology

Responsive Proposals will be evaluated using a Best Value method. Best Value means the most advantageous balance of price/cost, quality, service performance and other elements, as defined by the University. University evaluators will determine the Proposal's value by scoring the Proposals based on a uniform set of weighted evaluation criteria. Each Proposal's Best Value score will be the average of all evaluators' total scores awarded for the Proposal. The University will then determine each Proposal's Price Score by the following method. The University will have determined the Maximum Possible Price Score prior to the Proposal due date. The Proposal with the Maximum Possible Price Score will be considered the lowest responsive Proposal.

All other responsive Proposals will receive a proportion of the Maximum Possible Price Score equal to the quotient of the lowest Proposal's cost divided by that Proposal's cost. Each Proposal's Price Score will be added to that Proposal's Quality Point Score to get that Proposal's Total Score. The Proposal with the highest Total Score will be considered the "Best Value". The Proposal with the next highest Total Score will be considered the second Best Value, and so on. The University will then determine if the Supplier submitting the Best Value Proposal is responsible. The apparent RFP winner will be the responsible Supplier submitting the Best Value Proposal.

Example:

Sample Price/Cost Normalization	Total Price/Cost Points Available -	500
Supplier #1: Low supplier at $50,000 receives maximum points		500
Supplier #2: Next lowest supplier at $55,000 receives 90.9% of max points		455
Supplier #3: Highest supplier at $60,000 receives 83.3% of max points		417

Above points are added to the other criteria point totals to come up with the total points. Supplier with the highest overall total points is considered the lowest responsible supplier with best value in terms of price/cost, quality, service and performance that meet the University's requirements.

Right to Cancel/Modify

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The University reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program outlined within this RFP at any time. Notice shall be provided in a timely manner thereafter. The University may award the contract without further discussion or may enter into negotiations with the apparent RFP winner. Should the apparent RFP winner fail to accept the award, the University may determine that that Supplier has abandoned its Proposal. The University may then enter into negotiations with the responsible Supplier submitting the second Best Value Proposal. If that Supplier fails to accept the award, the University may determine that that Supplier has abandoned its Proposal and enter into negotiations with the responsible Supplier submitting the third Best Value Proposal and so on to each successive responsible Best Value Supplier until an award is made and accepted. The University also reserves the right to request Best and Final Offers (BAFO's) if an awardable proposal is determined.

Right to Make No Award

The University reserves the right to reject all Proposals and to make no award. Unless stated otherwise in this RFP, the University reserves the right to make multiple awards or to award items separately or in the aggregate as the interests of University may appear.

Contract Form

Any contract awarded pursuant to this RFP will be in writing and incorporate the RFP requirements and specifications, as well the contents of the Supplier's Proposal as accepted by the University.

8. Additional Terms

Insurance

If selected for award, the awardee shall deliver the PDF version of the Certificate of Insurance to UC's Buyer or participating agency, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – [Supplier name].

Below 464 make up the initial Core List of prices for this agreement. From time to time at University of California's discretion this list may be updated to add/delete individual parts or categories. Supplier agrees to accumulate price increases into one communication that will be effective March 1 each year. All increases will be summarized in a table and Manufacturer Proof Source Letters will be included under a separate cover. Supplier will make a "Best Effort" attempt that no annual price increase will exceed the Consumer Price Index for all Urban Consumers (CPI-U) or 3% of sales, whichever is lower, however Suppler reserves the right to present UC proof source data justifying all increases in excess of 3% that include but are not limited to tariffs, natural disasters and pandemics and include but are not limited to increases on goods and services that are in limited supply or not currently available, including but not limited to PPE, disinfectant cleaners, skincare products and other pandemic related products. If Bidder's catalog or list price of Products is reduced, University shall benefit from a corresponding price reduction. Therefore, it is essential that manufacturer price decreases be passed on to University immediately and the supplier agrees to do so. Further, supplier will provide notice to University of all such price changes in a timely manner.

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CATEGORY	DISCOUNT %
Paper	10
Chemicals	15
Liners	15
Equipment & Dispensers	10
Hand Soaps & Sanitizers	15
Supplies	15
Gloves	15
Other	10

PARTICIPATING ADDENDUM
for
Janitorial Supplies and Equipment under OMNIA Purchasing Cooperative Program

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: HD Supply Facilities Maintenance, LTD.

This Participating Addendum (this "Agreement") is made and entered into as of November 1, 2025 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and HD Supply Facilities Maintenance, LTD, a Florida limited partnership (which is registered in Florida under the name "HD SUPPLY FACILITIES MAINTENANCE, LTD," and formerly known as "The Home Depot PRO") (hereinafter referred to as "Contractor"), whose principal place of business is 3400 Cumberland Blvd., Atlanta, GA 30339. The County and Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Recitals

Whereas, Contractor offers goods and janitorial supplies under that "Purchasing Agreement," dated April 24, 2019, (Contract No. 2020002299) awarded after a competitive process in response to Request for Proposals No. "RFP-UC", for janitorial supplies and equipment issued by the University of California ("Master Contract") and made available to public agencies nationally by OMNIA Public Purchasing Purchasing Alliance ("OMNIA").

Whereas, the Master Contract has been amended, and each reference to "Master Contract" in this Agreement includes any amendments to the Master Contract occurring before the Effective Date, as well as the request for proposals and Contractor's response to the request for proposals incorporated therein.

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County.

Whereas, the Master Contract and the attachments thereto indicate that the Contractor may rely on one or more suppliers, subsidiaries, distributors, or affiliated entities (collectively, "Affiliated Entities" and each an "Affiliated Entity"), to satisfy Contractor's obligations. This Agreement provides that Contractor is solely responsible for ensuring its Affiliated Entities perform in accordance with this Agreement.

Agreement

Now, therefore, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the County and the Contractor agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and shall be coterminous with the Master Contract, unless sooner terminated. Either Party may terminate this Agreement with or without cause upon sixty (60) calendar days' advance written notice to the other Party.

2. Payment Limit. The County's total payments to Contractor under this Agreement shall not exceed $5,000,000("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement. If the County issues

any purchase orders to make purchases under this Agreement, the County will be responsible for ensuring that the sum of all such purchase orders does not exceed the Payment Limit.

3. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as follows:

    a. Parties. Each reference to "University of California" and "UC" in the Master Contract shall mean "Contra Costa County" and "County," respectively.

    b. Indemnity and Insurance. The Contractor shall indemnify, defend, and hold harmless the County, its officers, and employees from and against third-party claims under this Agreement to the same extent that the Contractor is required to indemnify the University of California, its officers, and employees from and against third-party claims under the Master Contract. The Contractor shall maintain the policies of insurance set forth in Exhibit A - Insurance attached hereto and made a part hereof ("Exhibit A"). The Contractor shall cause "Contra Costa County, its officers, and employees" to be included, by blanket or scheduled endorsement, as additional insureds under Contractor's commercial general liability and business automobile liability policies of insurance, and under any other policies identified in Exhibit A.

4. Performance. The Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement.

5. Interpretation. The terms of this Agreement shall govern any purchase order issued under this Agreement. If there is any conflict between any terms of this Agreement, the Master Contract, or any purchase order issued under this Agreement to Contractor or any Affiliated Entity (defined below), the order of precedence for interpreting the Parties' obligations shall be: first, the purchase order; second, this Agreement; and third, the Master Contract. No terms or conditions attached to or made a part of any purchase order provided by County shall be binding upon Contractor, and no action by Contractor, including, but not limited to, the fulfillment of such purchase order or Contractor signing such purchase order shall be construed as binding Contractor with respect to such terms and conditions.

6. Affiliated Entities. Notwithstanding anything to the contrary in the Master Contract or in this Agreement, if any Affiliated Entity performs any of Contractor's obligations under this Agreement, or if the County issues a purchase order to an Affiliated Entity identifying the purchase is made pursuant to this Agreement, the Contractor shall be solely responsible for ensuring the Affiliated Entity performs in accordance with the terms of this Agreement, and Contractor shall be liable for any failure by the Affiliated Entity to perform in accordance with the terms of this Agreement. Contractor's obligations under this section shall survive the termination or expiration of this Agreement. "Affiliated Entity" shall mean any person or entity controlling, controlled by, or under common control with a Party or any of its subsidiaries or parent entities.

7. Termination. Notwithstanding anything to the contrary in the Master Contract, either Party may terminate this Agreement upon sixty (60) calendar days' advance written notice to the other Party.

8. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles; and any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and that has jurisdiction over the parties to and the subject matter of the litigation.

9. No Joint Venture; No Third-Party Beneficiaries. At all times during the term of this Agreement, neither Party will function as or represent it to be the other Party or its agent, and no officer, employee, or agent of one Party shall hold themselves out to be an officer, employee, or agent of the other Party. This Agreement does not create any rights or obligations between the Parties other than those expressly set forth herein; and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other person or entity other than the County and Contractor.

10. Amendment. This Agreement may be amended or modified at any time by mutual written agreement of the parties.

11. Compliance with Laws; No Public Works Permitted. In the performance of its obligations under this Agreement, the Contractor shall use commercially reasonable efforts to ensure compliance with all local, State of California, and federal laws and regulations, including State of California wage and hour laws to the extent they are applicable to the work Contractor performs. Nothing in this Agreement authorizes the Contractor to perform, and the Contractor shall not perform, any services or work that would require formal or informal bidding under the California Public Contract Code. If any services provided by the Contractor require the payment of prevailing wages under the California Labor Code, the Contractor shall be solely responsible for ensuring prevailing wages are paid in accordance with California law, and for satisfying all applicable requirements of the California Department of Industrial Relations.

12. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement may not be assigned by either Party without the express written permission of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign its rights and obligations hereunder to an Affiliated Entity.

13. Notices. Notices to the Parties shall be provided to:

Contractor:

HD Supply Facilities Maintenance, LTD
3400 Cumberland Blvd, SE
Atlanta, GA 30339
Attn: Rebecka Newell
Telephone: 1/856-425-5286
Email: _REBECCA.NEWELL@hdsupply.com

County:

Contra Costa County, Purchasing Division
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 655-3105
Attn: Cynthia Shehorn, Procurement Services Manager
Email: Cynthia.Shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending Party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending Party, or by email. A notice given in accordance with this section shall be effective upon receipt.

14. **Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE GREATER OF (1) THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S), or (2) THE APPLICABLE INSURANCE POLICY MINIMUM LIMIT SET FORTH IN EXHIBIT A. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY FOR THIRD-PARTY CLAIMS THAT ARE SUBJECT TO CONTRACTOR'S INDEMNITY OBLIGATIONS PURSUANT TO 3(b) OF THIS AGREEMENT.

15. Counterparts. This Agreement may be executed in counterparts that, when taken together, constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **HD Supply Facilities Maintenance, LTD, By HD Supply Management, LLC, a Florida limited liability company, its general partner**
Signature:	Signature:
Name: Cynthia Shehorn, CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Master Contract

Exhibit A – Insurance

Contractor, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless County specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence $ 1,000,000
2. Products/Completed Operations Aggregate $ 2,000,000
3. Personal and Advertising Injury $ 1,000,000
4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Contractor drives on County premises or transports County employees, officers, or invitees in the course of supplying the Goods and/or Services to County.)

C. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

D. If applicable, Contractor Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Contractor will endorse such policy to include a "The County of Sacramento" or "Joint Payee Coverage" endorsement. County and, if so requested, County's officers, employees, and sub-suppliers will be listed as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

E. Additional other insurance in such amounts as may be reasonably required by County against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. Contractor will provide County with prior written notice of cancellation, in accordance with state guidelines, and will promptly obtain replacement coverage that complies with this Exhibit.

F. The coverages referred to under A and B of this Exhibit must include County, its officers, and employees as additional insured, by blanket or scheduled endorsement. It is understood that the coverage and limits referred to under A, B and C of this Exhibit will not in any way limit Contractor's liability. Contractor will furnish THE COUNTY with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that the County, its officers, and employees have been endorsed as an additional insured. by blanket or scheduled endorsement, for the coverage referred to under A and B

of this Exhibit. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Contractor, its officers, or employees.

2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4814 **Agenda Date:** 11/18/2025 **Agenda #:** C.110.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Purchase Order with SSP Data for Adobe

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with SSP Data in an amount not to exceed $25,734 for Adobe Acrobat Pro for Enterprise, Adobe Creative Cloud, Adobe Sign Solutions for Enterprise, and an Adobe End User License Agreement for the period November 30, 2025 through November 30, 2026.

FISCAL IMPACT:
100% Local Road, Flood Control, and Special Districts Funds.

BACKGROUND:
The Public Works Department uses Adobe Acrobat Pro for Enterprise, Adobe Creative Cloud, and Adobe Sign Solutions for Enterprise software that enables Public Works staff to create, redact, and convert PDF documents quickly and efficiently.

Adobe's End User License Agreement (EULA) includes an indemnification provision from the County to Adobe for any claims based on the County's use of the software. The EULA also contains a limitation of liability limiting Adobe's liability to the amount paid for the software. This action is a renewal of the Adobe Acrobat Pro for Enterprise, Adobe Creative Cloud, and Adobe Sign Solutions for Enterprise licenses through a reseller, SSP Data an authorized reseller of Adobe software.

CONSEQUENCE OF NEGATIVE ACTION:
Not renewing Adobe licensing will limit the Public Works Department's ability to efficiently create, redact and convert documents.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4815 **Agenda Date:** 11/18/2025 **Agenda #:** C.111.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: AWARD and AUTHORIZE the Public Works Director, or designee, to execute a construction contract in the amount of $6,949,029 with BCCI Construction, LLC, for the Elevator Modernization at CCRMC Main Hospital Project at 2500 Alhambra Avenue, Martinez.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) APPROVE the design and bid documents, including the plans and specifications, for the above project.

(2) DETERMINE that the bid submitted by BCCI Construction, LLC (BCCI) complies with all requirements of the Project specifications, including the requirements of the County's Outreach Program.

(3) DIRECT that BCCI shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $6,949,029 each.

(4) WAIVE any minor irregularities in BCCI's bid.

(5) FURTHER DETERMINE that BCCI submitted the lowest responsive and responsible bid for this Project.

(6) DIRECT that, as a condition of contract award, BCCI and its subcontractors shall execute a Project Labor Agreement for this Project, as required by the Project specifications.

(7) AWARD the construction contract for the above Project to BCCI Construction in the listed amount ($6,949,029) submitted in the bid, and DIRECT the Public Works Director, or designee, to prepare the contract.

(8) ORDER that, after BCCI 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.

(9) ORDER that, in accordance with the Project specification and upon signature of the construction 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.

(10) 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 for the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 2230.

(11) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to the Public Contract Code Section 20142. The extra cost to the County for any change or addition to the work so ordered shall not exceed $210,000.

(12) 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.

(13) DECLARE that, should the award of contract to BCCI be invalidated for any reason, the Board would not in any event have awarded the contract to any other bidder, but instead would have exercised its discretion to reject the bids received. Nothing in this Board Order shall prevent the Board from re-awarding the contract to another bidder in cases where the successful bidder establishes a mistake, refuses to sign the contract, or fails to furnish required bonds or insurance (see Public Contract Code Sections 5100-5107).

(14) ORDER that, the Facilities Department will issue an Elevator Maintenance Agreement to BCCI's subcontractor, Otis Elevator, for the duration of the project in accordance with the rates submitted with BCCI's bid, as follows:

a. Interim Monthly Maintenance during construction for five (5) elevators with the 6th elevator always under construction ($3,800.00 X 36 months = $136,800.00).

b. Guarantee Maintenance for first twelve (12) months after acceptance for all six (6) elevators (Elevators 1-3 = $27,000.00; Elevators 4-6 = $26,100.00; Total = $53,100.00).

c. Long Term Monthly Maintenance for five (5) year period following Guarantee Maintenance Elevators (Elevators 1-3 = $138,900.00; Elevators 4-6 = $134,400.00; Total = $273,300.00).

d. Total Estimated Maintenance Costs for (a, b, & c) above = $463,200.00.

FISCAL IMPACT:

Hospital Enterprise Fund I

BACKGROUND:
The main hospital building has six elevators, three for public use and three for internal use. All six elevators are over 30 years old and have regular and time-consuming maintenance issues that impact patient and staff movement throughout the hospital. This project will modernize the elevators and bring them into compliance with the Americans with Disabilities Act (ADA) and current building code requirements.

The modernization will involve providing new cabs and elevator controls. The general scope includes mechanical and electrical upgrades, new elevator controllers, fire sprinklers, fire-life safety upgrades, and new elevator cab finishes and hall lanterns. The work will be phased so only one elevator is under construction at any time. The state regulatory agency having jurisdiction over this project is Department of Health Care Access and Information (HCAI).

This project will be under the jurisdiction of the California Department of Health Care Access and Information (HCAI) and will be categorized as an HCAI level 1 project, which has the most stringent requirements for a hospital project. Permits have already been secured from HCAI to do the work.

On August 12,2025, the Board of Supervisors authorized the Public Works Director to solicit bids for the Project. The Construction cost estimate was $11,000,000, which included the separate elevator maintenance value. General prevailing wage rates will be the minimum rates paid on this project. Four bids were received and opened by the Public Works Department on October 16, 2025, and the bid results are as follows:

BIDDER	BID AMOUNT
BCCI Construction	$6,949,029
Mar Con Builders, Inc.	$6,951,110
MVP Construction LLC	$7,257,519
Rodan Builders, Inc.	$8,913,261

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the aging elevators will not be modernized, and lengthy downtimes will become unavoidable and will impact patient care. Parts and technical support are hard to source due to the age of the elevator equipment. If the elevators are not replaced, they will continue impacting patient care and staff movement. The CCRMC may fall out of code compliance requiring operational elevators.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4816 **Agenda Date:** 11/18/2025 **Agenda #:** C.112.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Assignment and Assumption for Facility Condition Assessment of the County Building Portfolio and Software

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator or designee, to execute an Assignment and Assumption of Contract and Consent between VFA, Inc and The Gordian Group, Inc. effective September 27, 2025, for the Software as a Service (SaaS) agreement entered into on November 25, 2020 and all Statement of Work and Purchase Orders attached thereto.

FISCAL IMPACT:
There is no fiscal impact to the Assignment and Assumption of Contract action. All costs for the contract will continue to be funded through the FY 25-26 capital budget. (100% General Fund)

BACKGROUND:
VFA software is a suite of facilities capital planning and asset management software developed by Gordian (formerly VFA, Inc.). The platform helps the Public Works Department centralize facility data, assess building conditions, and forecast costs to make strategic decisions for multi-year planning of maintenance and capital projects.

The County should ideally perform a facilities condition assessment (FCA) approximately every five years to assess the condition and amount of deferred maintenance in the building portfolio to guide capital facilities spending and planning in the coming years. Staff recommend regularly maintaining and updating portions of the building portfolio to ensure FCA data is current and accurate.

On November 10, 2020, the Board of Supervisors authorized a software and services agreement with Accruent, LLC to grant a license to access the software as a service (SaaS) and assist in capital planning activities for the period of October 30, 2020 through June 30, 2025.

Accruent, LLC and The Gordian Group, Inc. had a common parent company, Fortive Corporation and around May 1, 2021, as part of a corporate restructure, Fortive moved management control of VFA, Inc from Accruent, LLC to The Gordian Group, Inc. and Accruent assigned all VFA contracts to VFA, Inc.

During the early part of this license agreement, the County completed FCA for the entire building asset portfolio with the assistance of VFA (formerly Accruent). Those assessments were used to develop capital

planning scenarios for deferred maintenance requirements as well as identify deferred maintenance priorities.

On August 1, 2023 the Board of Supervisors authorized an agreement for FCA services for the period of August 1, 2023 through July 31, 2028 to update approximately 20% of the County's building portfolio annually.

On October 21, 2025, the Board of Supervisors approved the software and service agreement governed by the original November 25, 2020 agreement. That agreement granted a license to continue to access the software as a service (SaaS) and assist in capital planning activities for the period of July 1, 2025 through June 30, 2028. The original agreement contained limitations of liability language that was reviewed and approved by County Counsel.

On or around September 27, 2025, as an ongoing effort to streamline operations and provide a high level of service, Fortive transitioned all business conducted under VFA, Inc. to their unified entity, The Gordian Group, Inc. This assignment and assumption of contract would assign the SaaS entered into on November 25, 2020 and all statement of work and purchase orders attached thereto to The Gordian Group, Inc.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval from the Board of Supervisors, County Staff will not have the license necessary to access the VFA software suite used for FCA services.

ASSIGNMENT & ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract and Consent ("Assignment and Consent") is entered into as of September 27, 2025 (the "Effective Date"), by and between VFA, Inc., a Delaware corporation ("Assignor"), and The Gordian Group, Inc., a Washington corporation ("Assignee").

R E C I T A L S

A. Accruent, LLC, a Delaware limited liability company ("Accruent") and Contra Costa County ("County") entered into that certain Agreement effective November 25, 2020 and all Statement of Work and Purchase Orders attached thereto (the "Agreement"), between Accruent and District for Accruent to provide Software as a Service (SaaS) and professional services for facility assessment and capital planning services (together, "Services") to County and County to make payment therefor; and,

B. Pursuant to the Agreement, Assignor provides Services to County and County makes payment therefor; and,

C. Accruent and The Gordian Group, Inc. have a common parent company, Fortive Corporation ("Fortive"); and,

D. On or about May 1, 2021, as part of a corporate restructuring by Fortive, management control of VFA, Inc. was moved from Accruent to The Gordian Group, Inc., and Accruent assigned all VFA contracts to Assignor; and,

E. On November 9, 2022, Accruent and Assignor entered into an Assignment and Assumption of Contract for the Agreement; and

F. On or about September 27, 2025, as part of an effort to streamline operations by Fortive, Assignor is transitioning all business conducted under VFA, Inc. to Fortive's unified entity, The Gordian Group, Inc.; and,

G. Assignor and Assignee desire that Assignee assume the obligations under the Agreement; and,

H. County desires to consent to Assignor's assignment of its rights and obligations under the Agreement to Assignee, and to Assignee's assumption of Assignor's rights and obligations under the Agreement, and to agree to Assignee becoming its counterparty under the Agreement.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Agreement. As of the Effective Date, Assignor hereby transfers, assigns and conveys all of Assignor's right, title and interest in, to and under the Agreement to Assignee.

2. Assumption of Agreement.

   a. Assumption. As of the Effective Date, Assignee hereby accepts, assumes and agrees to perform, fulfill and comply with all covenants and obligations to be performed, fulfilled or complied with by Assignor (as defined in the Agreement) accruing on and after the Effective Date, and confirms that as of the Effective Date it shall be deemed a party to the Agreement and agrees to be bound by all of the terms of the Agreement and to undertake all the obligations of Assignor contained therein.

   b. References in Agreement. Assignee hereby agrees that all references in the Agreement to "Accruent" or "VFA, Inc" shall be deemed references to Assignee.

   c. Receipt of Agreement. Assignee hereby acknowledges and confirms that it has received a complete executed copy of the Agreement.

3. Insurance; Further Assurances. As of the date hereof, Assignee and County acknowledge that Assignee has provided County with evidence of insurance (if required by the Agreement). Each party to this Assignment and Consent shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Assignment and Consent.

4. Notices. Unless otherwise notified by Assignee, copies of any notices to be provided pursuant to the Agreement shall be sent to Assignee at the following address:

   The Gordian Group, Inc.
   30 Patewood Drive, Suite 350
   Greenville, SC 29615
   ATTN: Legal

5. Binding Effect. This Assignment and Consent shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Entire Agreement. This Assignment and Consent shall constitute the entire agreement between the parties hereto with respect to the subject matter of this Assignment and Consent and supersedes all prior agreements, understandings, negotiations, representations, and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

7. Governing Law; Venue. This Assignment and Consent shall be governed by and be construed in accordance with the laws of the State of California. Venue for any matter related to this Assignment and Consent shall be in the state or federal courts in the State of California.

8. Counterparts. This Assignment and Consent may be executed in several counterparts and all such executed counterparts shall constitute one document, binding on all of the parties hereto, notwithstanding that all of the parties hereto are not signatories to the original or to the same counterpart.

Signatures appear on following page.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Consent as of the date first set forth above.

ASSIGNOR	ASSIGNEE
VFA, INC.	THE GORDIAN GROUP, INC.
By _____	By _____
Name _____	Name _____
Title _____	Title _____

Acknowledged and Agreed:

Contra Costa County

By: _____
Name: Eric Angstadt
Title: Chief Assistant County Administrator

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4817 **Agenda Date:** 11/18/2025 **Agenda #:** C.113.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Consulting Services Agreement with Dynamic Dzyne Associates, Inc. dba Substrate, Inc., Clayton area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Consulting Services Agreement (contract) with Dynamic Dzyne Associates, Inc. dba Substrate, Inc., in an amount not to exceed $400,000 for construction management services for the Morgan Territory Road Bridge Post Mile 5.0 Replacement Project, for the period October 7, 2025 through May 1, 2027, Clayton area. (County Project No.: 0662-6U4160) (District IV)

FISCAL IMPACT:
Work performed under this contract will be funded by 100% Local Road Funds.

BACKGROUND:
The project will replace a timber bridge with a reinforced concrete bridge with concrete pile foundations and two soldier pile retaining walls. Ancillary work includes constructing a temporary stream diversion system, detour road, temporary and permanent erosion control, rock slope protection, drainage systems, guard railing, grading and paving. Construction will occur over one season.

Substrate, Inc. 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 Substrate, Inc. 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.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4818 **Agenda Date:** 11/18/2025 **Agenda #:** C.114.

To: Board of Directors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Yerba Buena Engineering & Construction, Inc. for On-Call General Construction Maintenance and Repair Services, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Yerba Buena Engineering & Construction, Inc. in an amount not to exceed $6,000,000, to provide on-call general construction maintenance and repair services at various County sites and facilities, for the period of November 1, 2025 through October 31, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services, is responsible for the maintenance, repairs, and small construction projects of all County buildings and facilities. Government Code Section 25358 authorizes the County to contract for the maintenance and upkeep of County facilities. On August 31, 2025, three on-call general construction contracts expired after reaching their maximum five-year term. These contracts were utilized by the Public Works Department.

The Public Works Department recently conducted a formal solicitation for on-call general construction maintenance and repair services in May of 2025. The Request for Proposal was originally bid on Bidnet Direct #RFP_F-CONTR-0000000077. After thorough evaluation of the bids received, Yerba Buena Engineering & Construction, Inc. was one of three contractors awarded for these services. This contract will have a term of five (5) years. The contract payment limit will be $6,000,000.

Facilities Services is requesting approval of a contract with Yerba Buena Engineering & Construction, Inc. for the term November 1, 2025 through October 31, 2030, in the amount of $6,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, on-call general construction maintenance and repair services with Yerba Buena Engineering & Construction, Inc. will not be able to begin, and future general construction projects will not be completed in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4819 **Agenda Date:** 11/18/2025 **Agenda #:** C.115.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Fiscal Year 2025/26 Budget for Dougherty Valley Maintenance for County Service Area M-29, San Ramon (Dougherty Valley) Area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Fiscal Year (FY) 2025/26 Dougherty Valley Maintenance County Service Area M-29 budget totaling $30,224,411, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:
100% County Service Area M-29 Funds.

BACKGROUND:
Dougherty Valley is an 11,000 +/- unit development that was approved by and is being processed through Contra Costa County. This territory is annexed into the City of San Ramon as Final Maps are approved, and improvements are accepted as complete. Dougherty Valley began construction in 1996 and currently 100% of the homes have been annexed into San Ramon.

A 1994 Settlement Agreement allowed for the development of Dougherty Valley and laid out a plan to provide long-term operation and maintenance of the increased municipal services provided in Dougherty Valley. These increased services include Police Protection, Park Maintenance, Landscape Maintenance, Street Lighting, increased Library Services, and the operation and maintenance of 3 Community Facilities Buildings (Community Center, Senior Center, and Service Center).

In a 1997 Memorandum of Understanding between Contra Costa County and the City of San Ramon, it was decided that these increased services would be provided by the City of San Ramon and reimbursed through property tax revenue and special assessment revenue. County Service Area M-29 (CSA M-29) was created in 1998 to collect this property tax revenue and special assessment revenue from the properties within Dougherty Valley. At the end of the fiscal year, this property tax revenue and special assessment revenue are reimbursed to the City of San Ramon.

In addition, the Dougherty Valley Maintenance Budget includes other revenue generated from the properties within CSA M-29 which include sales tax, real property transfer tax, fines and forfeitures, motor vehicle fees, permit fees, franchise fees, and contributions from the City of San Ramon General Fund.

On December 20, 2005, the Board of Supervisors approved a Reimbursement Agreement between the County, the City of San Ramon, Shapell Industries and Windemere BLC Land Company to provide reimbursement to the City of San Ramon for providing services within the boundaries of Dougherty Valley.
The Reimbursement Agreement outlined the annual process for the City of San Ramon to receive reimbursement of funds for services rendered in Dougherty Valley. The process laid out in the agreement calls for the annual budget for Dougherty Valley Maintenance to be approved at the San Ramon City Council level and then subsequently approved at the County Board of Supervisors.

On May 27, 2025, by Resolution 2025-059, the San Ramon City Council approved the FY 2025/26 citywide operating and capital budgets including line items for the Dougherty Valley Maintenance which totaled $30,224,411 in expenses and summarized in Exhibit 1.

CONSEQUENCE OF NEGATIVE ACTION:
The Dougherty Valley Maintenance budget will not be approved, and the City of San Ramon will not receive reimbursement for city services performed in Dougherty Valley as agreed to under terms of the Reimbursement Agreement and the 1994 Settlement Agreement.

c: Jocelyn LaRocque - Engineering Services, Monica Nino- County Administrator, Joanne Bohren - Auditor Controller, Lauren Weston - Finance, Chri Low - City of San Ramon, Jennifer Wakeman - San Ramon Finance Manager, Francis & Associates, Inc

Dougherty Valley Maintenance
FY 2025-26 Annual Budget

	Actual 2022-23	Actual 2023-24	Actual 2024-25	Budget 2025-26
REVENUE				
I. Direct Revenues (excluding CSA M-29 Tax/Assessment)				
a. CSA M-29 Advalorem Property Taxes	$4,179,927	$4,274,366	$4,389,540	$4,795,898
b. Real Property Transfer Tax	$354,222	$360,678	$353,985	$494,264
Subtotal	**$4,534,149**	**$4,635,044**	**$4,743,525**	**$5,290,162**
II. Indirect Revenue (City of San Ramon Contribution)				
a. Sales Tax	$2,084,013	$2,213,284	$2,284,865	$2,346,304
b. Fines and Forfeitures	$48,341	$46,645	$44,125	$55,407
c. Licenses/Permits/Franchise Fees	$509,801	$600,733	$652,768	$670,174
d. Motor Vehicle In-Lieu Fees	$1,236,877	$1,434,922	$1,644,389	$1,881,535
Subtotal	**$3,879,032**	**$4,295,583**	**$4,626,147**	**$4,953,421**
III. CSA M-29 Special Tax/Assessment Revenue	**$16,195,758**	**$17,275,265**	**$17,683,610**	**$18,158,352**
IV. San Ramon General Fund Contribution to cover GAP	**$861,469**	**$1,406,092**	**$1,128,226**	**$1,822,476**
TOTAL AVAILABLE REVENUE	**$25,470,409**	**$27,611,984**	**$28,181,507**	**$30,224,411**
EXPENDITURES				
a. Internal Road Maintenance	($1,132,209)	($1,370,459)	($985,681)	($1,465,922)
b. Street Landscaping	($5,501,726)	($5,886,794)	($5,647,020)	($5,896,458)
c. Park Maintenance	($4,456,249)	($4,993,201)	($5,005,775)	($4,793,598)
d. Open Space Maintenance	($403,348)	($387,836)	($314,257)	($323,933)
e. Flood Control Services	($83,099)	($76,531)	($67,123)	($77,171)
f. Police Services	($9,198,489)	($9,906,222)	($11,025,630)	($12,490,542)
g. Community Facilities (no Library Operations)	($2,171,194)	($2,254,618)	($2,343,260)	($2,181,575)
h. Overhead to City @ 11%	($2,524,095)	($2,736,323)	($2,792,762)	($2,995,212)
TOTAL EXPENDITURES	**($25,470,409)**	**($27,611,984)**	**($28,181,507)**	**($30,224,411)**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4820 **Agenda Date:** 11/18/2025 **Agenda #:** C.116.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Lease for office space at 4005 Port Chicago Highway, Suite 120, Concord for Health Services Department- Hazardous Materials Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting as the governing body of the County and the Contra Costa County Fire Protection District (Fire District), APPROVE a lease between the County and Seecon Commercial, LLC for office space located at 4005 Port Chicago Highway, Suite 120, Concord, for a term beginning January 1, 2026, and ending October 31, 2027, at an initial annual rent of $465,549.60, for use by the Hazardous Materials Division of the Health Services Department (the Haz Mat Group), subject to approval by the County Administrator and approval as to form by County Counsel, with the lease being automatically assigned by the County to the Fire District when responsibility for the Haz Mat Group is transferred to the Fire District.

AUTHORIZE the Public Works Director, or designee, to execute the lease, which includes language assigning the lease to the Fire District effective the day responsibility for the work performed by the Haz Mat Group is transferred to the Fire District.

AUTHORIZE the Fire Chief, or designee, to execute the lease, thereby acknowledging and agreeing to its terms, including the assignment of the lease to the Fire District effective the day responsibility for the Haz Mat Group is transferred to the Fire District.

FISCAL IMPACT:
The lease will obligate the County to pay rent of $864,362.780 over the one year and ten-month term.

Monthly rent is (i) $38,035.10 for the period January 2026 through April 2026, (ii) $39,176.15 for the period May 2026 through April 2027, and (iii) $40,351.43 for the period May 2027 through October 2027. If the assignment of the lease occurs July 1, 2026, the County will be responsible for $230,452.70 rent through June 2026, and the Fire District will be responsible for $633,870.08 of rent for the remainder of the term. (100% General Fund)

BACKGROUND:
Health Services currently leases office space located at 4585 Pacheco Boulevard, Martinez, to house the Hazardous Materials Program. This lease expires on December 31, 2025. The lease for the office space at 4005 Port Chicago Highway, Suite 120, Concord, will begin January 1, 2026.

On June 24, 2025, the Board approved the transfer of the Haz Mat Group functions and employees from the County to the Fire District. The Fire District already occupies office space at 4005 Port Chicago Highway, Concord. The new lease is structured so that it will automatically be assigned by the County to the Fire District on the day responsibility for the Haz Mat Group is transferred to the Fire District, without further action by the County or the Fire District. The landlord will be notified of the effective date of the assignment.

Relocating the Haz Mat Group to the new space eliminates the need to continue to rent the Martinez facility. The relocation of staff is projected to result in annual lease savings of approximately $80,000. In addition to direct cost savings, consolidating the program within the District's administrative headquarters is expected to enhance operational efficiency, streamline program management, and support improved coordination of services.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to authorize the lease would result in increased rental costs for both the County and the Fire District over the term of the agreement.

LEASE

HEALTH SERVICES DEPARTMENT
HAZARDOUS MATERIALS PROGRAM
4005 PORT CHICAGO HIGHWAY, SUITE 120
CONCORD, CALIFORNIA

This lease is dated January 1, 2026, and is between Seecon Commercial, LLC, a California limited liability company ("**Lessor**") and the County of Contra Costa, a political subdivision of the State of California ("**County**").

Recitals

A. Lessor is the owner of the real property located at 4005 Port Chicago Highway, Concord California. The property is improved with a two-story office building commonly known as North Point Technology Center I (the "**Building**").

B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 15,470 square feet of floor space known as Suite 120 (the "**Premises**"), as shown in the floor plan attached as Exhibit A, along with the non-exclusive use of 60 parking stalls.

C. Effective July 1, 2026, the County will transfer this lease to Contra Costa Fire Protection District (the "**District**").

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.

2. Term**.** The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

   a. Term. The "**Initial Term**" is one year and ten months, commencing on January 1, 2026 (the "**Commencement Date**") and ending October 31, 2027.

3. Rent. County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Term in the amounts set forth below:

Months	Monthly Rent
January 1, 2026 – April 30, 2026	$38,035.10
May 1, 2026 – April 30, 2027	$39,176.15
May 1, 2027 – October 31, 2027	$40,351.43

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to one-thirtieth (1/30) of the monthly Rent.

4. Use. County may use the Premises for the purpose of conducting various office use functions of County and any other purpose permitted by law.

5. Full Service Lease. Subject to Section 6 – Maintenance and Repairs, this is a full service lease. Lessor shall pay all of the Building's operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, and sewer. In addition, Lessor shall pay for all pest control, janitorial and refuse collection services provided to the Premises.

6. Maintenance and Repairs.

   a. Janitorial Services. Janitorial services are to be provided to the Premises Monday through Friday, with the exception of generally recognized holidays. Minimum janitorial services to be provided by Lessor are set forth in Exhibit B. If County requires janitorial services not included on Exhibit B attached hereto, the County is responsible for the cost of such services.

   b. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, and glass and glazing used in the Premises.

   c. Fire Extinguishers; Smoke Detectors; Strobe Alarms. At no cost to the County, Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.

   d. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair. Lessor, at its own expense, without right of reimbursement, shall repair any damage to the interior caused by Lessor's failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks, window leaks, and/or interior and exterior wall leaks. County shall maintain all locks and key systems used in the Premises. County may install and maintain an interior alarm system, if deemed necessary by the County.

e. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.

f. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. If the County requires the use of the heating, ventilating, and air-conditioning ("**HVAC**") systems outside their normal operating hours, the County is responsible for the cost of the HVAC incurred by such use. Normal operating hours are Monday through Friday between the hours of 7:00 am and 7:00 pm, excluding County holidays.

g. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.

h. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving Lessor 30 days prior written notice, change the level of service, terminate any or all service.

7. Maintenance – Building Operating Systems. At no cost to County, Lessor shall repair and maintain the electrical, lighting, water and plumbing systems, and HVAC systems (together, such systems and equipment are the "**Operating Systems**") in good order, condition and repair. Lessor shall obtain and maintain all permits related to the Operating Systems.

If one or more Operating Systems fail, County's Director of Public Works, or his or her designee (the "**County Representative**"), will notify Lessor of such failure and Lessor shall use commercially reasonable efforts to correct the problem. The County Representative's notice of an Operating System failure shall be delivered to Lessor by both telephone and email as follows:

Contact: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties, Inc.
Attn: Property Manager
(925) 288-9982
stefani.schreiber@spprop.com

And: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties, Inc.
Attn: Douglas Messner
1800 Willow Pass Court
Concord, CA 94520
(925) 609-6200

dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties,Inc.
Attn: Kurt Hyson
1800 Willow Pass Court
Concord, CA 94520
(925) 609-6246
kurt.hysen@spprop.com

If Lessor fails to respond within 24 hours and fails to use reasonable efforts to pursue the repair of the problem within 72 hours after the County Representative's notice, County may attempt to correct the problem. Lessor shall reimburse County for any out-of-pocket costs actually incurred by County in repairing, or attempting to repair, an Operating System, upon receipt of County's invoice.

8. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.

9. Alterations; Fixtures and Signs**.** County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**County Fixtures**") in or upon the Premises which do not affect the Building systems. The County may erect exterior building signage in and or upon the Premises that identifies the County as a tenant of the Building subject to Lessor approval, not to be unreasonably withheld, and County's obtaining all governmental approvals. The sign is to be situated facing Port Chicago Highway in a location, size, color, copy nature, and display quality that is mutually acceptable to Lessor and County. Any County Fixtures will remain the property of the County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements. The County is responsible for obtaining any necessary approvals from the City of Concord. Any County Fixtures will remain the property of the County and may be removed from the Premises by the County at any time during the Term, but in any event will be removed at the expiration of the Term and any damage repaired.

10. Insurance.

a. Liability Insurance - County. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees. County shall provide

Lessor with a letter of self-insurance affirming the existence of the self-insurance program.

b. Liability Insurance - Lessor. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, commercial general liability insurance, with limits of not less than $2,000,000 per occurrence. Lessor shall provide County with a copy of its certificate of insurance affirming the existence of such insurance.

c. Property Insurance. Lessor shall insure the Building, any improvements and betterments, its own contents and its personal property contained within or on the Building under a standard all-risk policy. Lessor shall provide County with a copy of its certificate of insurance affirming the existence of such insurance. County shall provide insurance for the Premises, any improvements and betterments, its own contents, and its personal property contained within or on the Premises under a standard all-risk policy. Lessor has no interest in the insurance proceeds related to County's Improvements, equipment or fixtures and will sign all documents necessary or proper in connection with the settlement of any claim or loss by County.

11. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.

12. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.

13. Inspection. Lessor, or its proper representative, agents, employees, designated representative or contractor, may enter the Premises at any time in the case of an emergency, and otherwise by reasonable prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.

14. Perilous Conditions. If the Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition. The County Representative's notice of a Perilous Condition shall be delivered to Lessor by telephone or email as follows:

Contact: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties, Inc.
Attn: Property Manager
(925) 288-9982
stefani.schreiber@spprop.com

And: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties, Inc.
Attn: Douglas Messner
1800 Willow Pass Court
Concord, CA 94520
(925) 609-6200
dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.
c/o Sierra Pacific Properties,Inc.
Attn: Kurt Hyson
1800 Willow Pass Court
Concord, CA 94520
(925) 609-6246
kurt.hysen@spprop.com

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise.

If Lessor fails to address a Perilous Condition within twenty-four hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

15. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 120 days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 120 days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

16. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Building, Real Property, or Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Building, Real Property, or Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

17. Indemnification.

a. County. County shall defend, indemnify and hold Lessor and Lessor's officers, directors, shareholders, affiliates, employees and agents harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of the Building owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.

b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor's performance under this lease, or the Lessor's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by (i) the negligent acts, errors, or omissions of County, its officers, agents, or employees and/or (ii) the unauthorized or criminal entry of third parties into the Premises, Building, or Real Property regardless of any breakdown, malfunction, or insufficiency of the security measures, practices or equipment provided by Lessor.

18. Default.

The occurrence of any of the following events is a default under this lease:

a. County.

i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed 60 days from receipt of a Notice.

ii. County's failure to comply with any other material term or provision of this lease if such failure is not remedied within 30 days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such 30 day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing such default within 30 days and thereafter diligently proceeds to cure such default.

b. Lessor.

i. Lessor's failure to perform any obligation under this lease if such failure is not remedied within 30 days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such 30 day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, provided Lessor commences curing such breach within 30 days and thereafter diligently proceeds to cure such breach.

19. Remedies.

a. Lessor. Upon the occurrence of a default by County, Lessor may in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's

option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.

i. Termination under this section is effective on the date the notice is deemed effective in accordance with Section 20 – Notices.

ii. If the County elects to complete the Tenant Improvements or repair or correct any other Lessor default, the County may, at its sole discretion, elect to either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

20. Notices. Except as provided in Section 7 – Maintenance – Building Operating Systems, and Section 14 – Perilous Conditions, any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:	Seecon Financial & Construction Co., Inc. c/o Sierra Pacific Properties, Inc. Attn: President 1800 Willow Pass Court Concord, CA 94520
With copy to:	Seecon Financial & Construction Co., Inc. Attn: Legal 4021 Port Chicago Highway Concord, CA 94520
With copy to:	Contra Costa County Public Works Department Attn: Principal Real Property Agent 40 Muir Road Martinez, CA 94553

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier or (ii) three days after being deposited in the United States Postal system.

21. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

22. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month, terminable upon 30 days' notice given at any time and is subject to the terms of this lease. During such holding over, County shall pay, in advance, Rent equal to 125%

of the current Rent at the time of expiration of the Lease. Holding over shall not constitute an extension of the lease.

23. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.

24. Governing Law. The laws of the State of California govern all matters arising out of this lease.

25. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

26. Force Majeure. Whenever a day is appointed under this lease on which, or a period of time is appointed within which, either party to this lease is required to do or complete any act, matter or thing, other than the payment of money on or after the Commencement Date, the time for doing or completing the act, matter or thing will be extended by a period of time equal to the number of days that the party required to act is prevented from doing or completing the act, matter or thing (or its ability to do or complete the act, matter or thing, is unreasonably interfered with) because of strikes, lock-outs, embargoes, unavailability of labor, materials or utilities, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, terrorist attacks, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this section excuses County from the prompt payment of any Rent or other charge required of County under this lease; and furthermore provided nothing contained in this section affects County's right to address Perilous Conditions as described in Section 14 – Perilous Conditions, or County's right to correct problems as described in Section 7 – Maintenance – Building Operating Systems.

27. Estoppel Certificate. Within 20 days after a written request from Lessor, County's Director of General Services or his designee shall execute and deliver to Lessor a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent and the date to which Rent and additional rent, if any, have been paid in advance; and (c) that Lessor is not in default under this lease or, if Lessor is claimed to be in default, stating the nature of any claimed default. A purchaser, assignee or lender may rely upon such statement.

28. Liens. County shall keep the Premises, the Building, the common areas and the Real Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by County or County's parties. County further covenants and agrees that should any mechanic's lien be filed against the Premises, the Building, the common areas or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to the County, said lien will be discharged by County, by bond or otherwise, within 30 days after the filing thereof, at the cost and expense of County.

29. Interest on Past Due Obligations. Except as otherwise expressly provided in this lease, any amount due from County to Lessor under this lease that is not paid when due will bear interest at the rate of five percent per annum from the date due until the date paid. This section does not alter the terms and conditions set forth in Section 20 – Default.

30. Sale or Transfer by Lessor. In the event of any transfer or transfers of Lessor's interest in the Premises, other than a transfer for security purposes only, the transferor shall automatically be relieved of any and all obligations and liabilities on the part of the transferor accruing from and after the date of such transfer; provided, however, that any funds in the hands of Lessor in which County has an interest, at the time of such transfer, shall be turned over to the transferee and upon such transfer, Lessor shall be discharged from any further liability with reference to such funds.

31. Lessor Covenants and Obligations. Other than the covenants and obligations of Lessor set forth in Section 17 – Indemnification, which shall survive the termination or assignment of this lease, the covenants and obligations of Lessor contained in this lease are binding upon Lessor, its successors and assigns only during their respective periods of ownership. County agrees to look solely to Lessor's interest in the Building and Real Property (or the proceeds thereof) for the satisfaction of any remedy of County, for the collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder. No other property or assets of Lessor may be subject to levy, execution, or other enforcement procedure for the satisfaction of County's remedies under or with respect to this lease, or County's use or occupancy of the Premises.

32. Miscellaneous.

    a. County hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service, safety patrol or other security measures, and that Lessor has no obligation whatsoever to provide the same. County assumes all responsibility for the protection of County, its agents, employees, and invitees from acts of third parties.

    b. To Lessor's actual knowledge, neither the common area of the Building nor the Premises have undergone inspection by a Certified Access Specialist (CASp). The foregoing disclosure does not affect Lessor's or County's respective responsibilities for compliance of construction-related accessibility standards as provided under this lease. A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit County from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of County, if requested by County. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

33. Lessor's Representation and Warranties. Lessor represents and warrants to the County that Lessor is the owner of the Building and that the Building is presently zoned to permit its use for the purposes contemplated by this lease. In addition, Lessor represents and warrants that the individuals signing this lease on behalf of Lessor are authorized to do so.

[Remainder of Page Intentionally Left Blank]

34. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease**.** All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY, political subdivision of the State of California

By: _____
Warren Lai
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:
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

SEECON COMMERCIAL, LLC, a California limited liability company

By: Seecon Financial & Construction Co., Inc., a California corporation, Sole Member

By: _____
Douglas W. Messner
Vice President

By: _____
Mark D. Wickham
Senior Vice President

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EXHIBIT A
FLOORPLAN

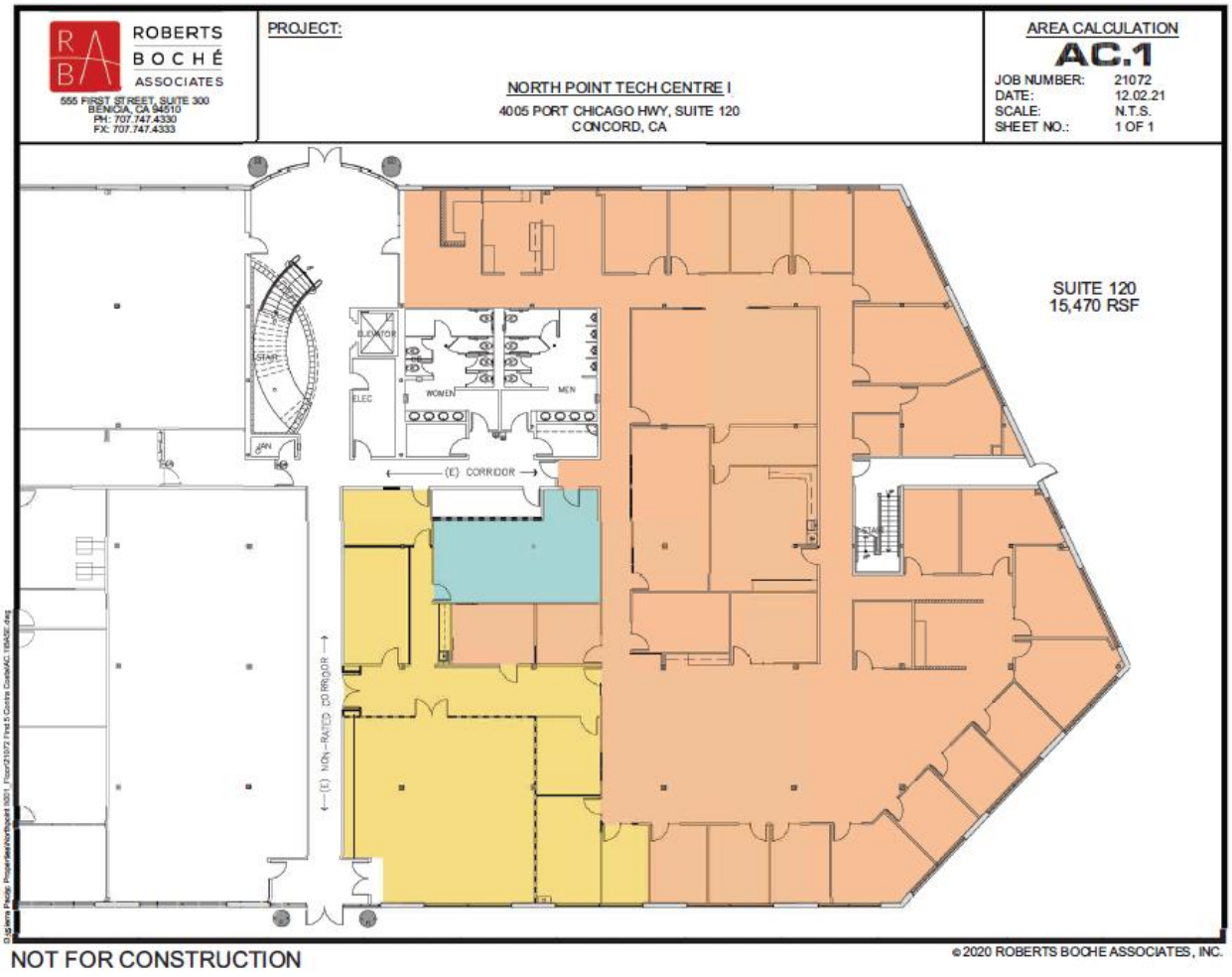


EXHIBIT B
JANITORIAL SPECIFICATIONS

DAILY SERVICES

1. Dust all desk tops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises, and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.
5. Replace burned out tubes and light bulbs.

WEEKLY SERVICES

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, window sills, and telephones. Remove cobwebs.
3. Dust building completely, including mini blinds, if any, and window coverings.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware.

MONTHLY SERVICES

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp-wipe window sills.

ONCE YEARLY, IN JUNE

1. Shampoo all carpets.

ONCE YEARLY, IN APRIL

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

MISCELLANEOUS

Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving the Premises.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4821 **Agenda Date:** 11/18/2025 **Agenda #:** C.117.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Claims

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

DENY claims filed by Stacey Brundage; Lisa Trinidad Cabrera; Patricia Clark; Joseph Michael Fuca; Navida Haidari; John Muir Medical Center, Concord Campus; Davi Luks; MVP Construction, LLC; Anthony Neal; Michael Anthony Orozco; Brianna Earleen Pina; Jenna Vela; Mayra Contreras; and Jack Francis Bruce. DENY amended claims filed by Daniel Favela; and Ben Tappe.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Stacey Brundage: Claim for refund over failed credential program in the amount of $8,000.
Lisa Trinidad Cabrera: Personal injury claim related to BART train injury in the amount of $2,000,000.
Patricia Clark: Personal injury claim for trip and fall in an amount to exceed $35,000.
Joseph Michael Fuca: Property claim for damage to vehicle in the amount of $3,163.98.
Navida Haidari: Personal injury claim for trip and fall in the amount of $10,000,000.
John Muir Medical Center, Concord Campus: Claim for underpayment of medical charges in the amount of $6,381.98.
Davi Luks: Claim for refund of an administrative fine in the amount of $4,300.
MVP Construction, LLC: Breach of contract claim in an amount to exceed $400,000.
Anthony Neal: Personal injury and property claim for seizure of RV in the range of $95,000-$115,000.
Michael Anthony Orozco: Dangerous condition claim related to scooter accident in the amount of $25,000,000.
Brianna Earleen Pina: Personal injury claim related to bus accident in the amount of $10,000,000.
Jenna Vela: Property claim for missing jewelry in the amount of $3,000.
Mayra Contreras: Property claim for damage to vehicle in the amount of $22,441.64.

Daniel Favela: Amended, unspecified claim in an undisclosed amount.
Ben Tappe: Amended property claim for damage to fence in the amount of $5,100.

Jack Francis Bruce: Application that the Board of Supervisors accept a late claim.

CONSEQUENCE OF NEGATIVE ACTION:

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

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4822 **Agenda Date:** 11/18/2025 **Agenda #:** C.118.

To: Board of Supervisors

From: Lewis Broschard, Chief, Contra Costa County Fire Protection District

Report Title: Claim

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Acting as the governing board of the Contra Costa County Fire Protection District, DENY claim filed by Farmers Insurance Exchange, a subrogee of Leeor Neta.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Farmers Insurance Exchange a/s/o Leeor Neta: Property claim for damage to vehicle in the amount of $10,893.53.

CONSEQUENCE OF NEGATIVE ACTION:

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

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4823 **Agenda Date:** 11/18/2025 **Agenda #:** C.119.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Final Settlement of Claim, Christopher Vieira vs. Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE this report concerning the final settlement of Christopher Vieira and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $185,000.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of $185,000.

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 Christopher Vieira v. Contra Costa County. The Board's November 4, 2025, closed session vote was: Supervisors Gioia, Andersen, Burgis, Carlson and Scales-Preston - Yes. This action is taken so that the terms of this final settlement and the earlier November 4, 2025, closed session vote of this Board authorizing its negotiated settlement are known publicly.

CONSEQUENCE OF NEGATIVE ACTION:

Case will not be settled.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-401 **Agenda Date:** 11/18/2025 **Agenda #:** C.120.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND prior Board Action (C.133) from October 21, 2025, which adopted Resolution 2025-361 authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding, including amendments and extensions, pursuant to the grant guidelines, with the U.S. Department of Justice, Office of Justice Programs, 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant, with an initial amount of up to $256,270, for the purchase of scientific equipment and support of DNA analysts for the Sheriff's Forensic Services Toxicology Unit, for the initial period of October 1, 2025 through September 30, 2027; and

ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding, including amendments and extensions, pursuant to the grant guidelines, with the U.S. Department of Justice, Office of Justice Programs, 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant, with an initial amount of up to $256,270, for the purchase of scientific equipment and support of DNA analysts for the Sheriff's Forensic Services DNA Unit, for the initial period of October 1, 2025 through September 30, 2027.

FISCAL IMPACT:
Approval of this request will result in an initial revenue of $256,270. This will be 100% Federal revenue with no county match requirement.

BACKGROUND:
The Contra Costa County Office of the Sheriff Forensic Services Division operates an ANAB (ANSI National Accreditation Board) Accredited Crime Laboratory able to provide County-wide Forensic DNA testing services. The DNA Capacity Enhancement for Backlog Reduction Program Grant funds are needed to ensure the efficient processing of DNA evidence. Grant funds are used to purchase scientific equipment allowing for high throughput DNA extraction, quantification and detection. In addition, funding supports DNA analysts who process DNA samples collected at crime scenes to aid in criminal investigations and prosecutions. The 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant will be used to support DNA analysts, acquire advanced technology, consumables and provide state-of-the art forensics DNA testing to law enforcement agencies in County of Contra Costa.

The department is requesting approval of this board order to reflect the correct unit from the Sheriff's Forensic

Services Toxicology Unit to the Sheriff's Forensic Services DNA Unit. There are no changes to the grant amount or timeframe.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action from the Board will result in an increase in the DNA case backlog, an increase in the turnaround time for DNA sample processing and contribute to delays in criminal prosecutions.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Applying for and accepting the U.S. Department of Justice, Office of Justice Programs, 2025 DNA Capacity Enhancement for Backlog Reduction Program Grant;

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 authorizes the Sheriff-Coroner, Undersheriff, or the Sheriff's Chief of 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.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4824 **Agenda Date:** 11/18/2025 **Agenda #:** C.121.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Budget Amendment No. BDA-25-00164 for Patrol Purchases

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Budget Amendment No. BDA-25-00164 authorizing the appropriation of fund balance in the amount of $251,000 for the purchase of shields, scopes and stop-sticks for the Sheriff's Office Patrol Division.

FISCAL IMPACT:

This item will be fully paid out of the Sheriff Forfeiture-Fed-DOJ Fund (114200) and will have no impact on County Funds.

BACKGROUND:

Under the Equitable Sharing Program of the Department of Justice, the Office of the Sheriff receives an equitable portion, or share, of proceeds awarded based on an agency's direct participation in an investigation that results in the forfeiture of a federally seized asset per 21 U.S.C § 881(e)(3). The general guidance for use of funds is restricted to law enforcement purposes only.

The Sheriff's Office Patrol Division will use the funds to purchase the needed shields, scopes and stop-sticks that are designed to protect deputies, add engagement versatility, and assist in safely ending high-speed pursuits, respectively.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not approve this request, deputies will be unable to fund the purchase of the equipment and items needed and will lead to lack in proper equipment and limit engagement response.

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 11/04/2025 : BDA-25-00164

Company	Contra Costa County
Budget Template	Operating Budget : FY 2025-26 Operating Budget
Budget	FY 2025-26 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-25-00164
Amendment Date	11/04/2025
Description	To appropriate Fund Balance from Forfeiture 0252 (142000) to sub accounts 5011 and 2479 for the purchase of shields, stop sticks and scope for Patrol.
Amendment Type	Appropriation / Estimated Revenue Adjustment
Balanced Amendment	Yes
Entry Type	Mid-Year Adjustments
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	9990:APPROPRIATED FUND BAL	2500 SHERIFF CENTRAL ADMIN (Home Org)	0252 SHER FORFEIT-FED-DOJ	114200 SHER FORFEIT-FED-DOJ	$0.00	$251,000.00	To appropriate Fund Balance from Forfeiture 0252 (142000) to sub accounts 5011 and 2479 for the purchase of shields, stop sticks and scope for Patrol.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	2500 SHERIFF CENTRAL ADMIN (Home Org)	0252 SHER FORFEIT-FED-DOJ	114200 SHER FORFEIT-FED-DOJ	$171,000.00	$0.00	To appropriate Fund balance from Forfeiture 0252 (142000) to sub accounts 5011 and 2479 for the purchase of shields, stop sticks and scope for Patrol.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 11/04/2025 : BDA-25-00164

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	2500 SHERIFF CENTRAL ADMIN (Home Org)	0252 SHER FORFEIT-FED-DOJ	114200 SHER FORFEIT-FED-DOJ	$80,000.00	$0.00	To appropriate Fund balance from Forfeiture 0252 (142000) to sub accounts 5011 and 2479 for the purchase of shields, stop sticks and scope for Patrol.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	11/04/2025 09:38:36 AM	11/05/2025	Margarita Lopez	1	
Budget Amendment Event	Review Budget Amendment	Not Required		11/05/2025		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	11/06/2025 02:12:50 PM		Donn David (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	11/07/2025 12:34:14 PM	11/05/2025	Yesenia Campos (Budget Specialist (Auditor Office))	1	

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4825 **Agenda Date:** 11/18/2025 **Agenda #:** C.122.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: APPROVE Budget Amendment No. BDA-25-00165 for the Purchase of Hand-Held Rifle Rated Ballistic Shields for the Office of the Sheriff.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-25-00165, authorizing new revenue in the amount of $80,000 from Fund 114200 (Sheriff Forfeiture-Fed-DOJ) Org 0252 and appropriating it to Fund 100300 (General Fund) Org 2505 Sheriff County Patrol for the purchase of hand-held rifle rated ballistic shields for the Office of the Sheriff.

FISCAL IMPACT:
This action increases revenues and appropriations by $80,000 in the Sheriff's Office General Fund department and is funded 100% by Fund 114200 Sheriff Forfeiture-Fed-DOJ.

BACKGROUND:
The Sheriff's Office Patrol Division currently does not have hand-held rifle-rated ballistic shields available for use by deputies in the field. These shields are designed to protect deputies from rifle rounds fired by armed suspects, significantly increasing their safety during high-risk incidents. At present, deputies have no protective equipment capable of stopping rifle-caliber rounds. The addition of rifle-rated ballistic shields is essential for responding to active shooter events and other critical incidents involving armed individuals.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve this request, deputies will continue to lack reliable protection when confronting suspects armed with rifles or similar high-powered firearms, increasing the risk of serious injury or death during such encounters.

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 11/04/2025 : BDA-25-00165

Company	Contra Costa County
Budget Template	Operating Budget : FY 2025-26 Operating Budget
Budget	FY 2025-26 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-25-00165
Amendment Date	11/04/2025
Description	To appropriate new revenue from Forfeiture 0252 (142000) to SO Patrol 2505 (100300) sub acct 4948 for the purchase of shields, stop sticks and scope.
Amendment Type	Appropriation / Estimated Revenue Adjustment
Balanced Amendment	Yes
Entry Type	Mid-Year Adjustments
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	5016:TRANSFERS - GOV/GOV	2500 SHERIFF CENTRAL ADMIN (Home Org)	0252 SHER FORFEIT-FED-DOJ	114200 SHER FORFEIT-FED-DOJ	$80,000.00	$0.00	To appropriate new revenue from Forfeiture 0252 (142000) to SO Patrol 2505 (100300) sub acct 4948 for the purchase of shields, stop sticks and scope.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	5011:REIMBURSEMENTS-GOV/GOV	2500 SHERIFF CENTRAL ADMIN (Home Org)	0252 SHER FORFEIT-FED-DOJ	114200 SHER FORFEIT-FED-DOJ	$0.00	$80,000.00	To appropriate new revenue from Forfeiture 0252 (142000) to SO Patrol 2505 (100300) sub acct 4948 for the purchase of shields, stop sticks and scope.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 11/04/2025 : BDA-25-00165

Period	*Ledger Account/Summary	Home Organization	*Cost Center	*Fund	Debit Amount	Credit Amount	Memo	Exceptions
FY 2025-26 Year (FY 2025-26 Operating Budget)	4948:MISCELLANEOUS EQUIPMENT	2500 SHERIFF CENTRAL ADMIN (Home Org)	2505 SHERIFF COUNTY PATROL	100300 GENERAL	$80,000.00	$0.00	To appropriate new revenue from Forfeiture 0252 (142000) to SO Patrol 2505 (100300) sub acct 4948 for the purchase of shields, stop sticks and scope.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	9956:TRANSFERS - GOV/GOVERNMENT	2500 SHERIFF CENTRAL ADMIN (Home Org)	2505 SHERIFF COUNTY PATROL	100300 GENERAL	$0.00	$80,000.00	To appropriate new revenue from Forfeiture 0252 (142000) to SO Patrol 2505 (100300) sub acct 4948 for the purchase of shields, stop sticks and scope.	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	11/04/2025 10:03:17 AM	11/05/2025	Margarita Lopez	1	
Budget Amendment Event	Review Budget Amendment	Not Required		11/05/2025		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	11/06/2025 02:12:33 PM		Donn David (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		11/05/2025	Analiza Pinlac (Budget Specialist (Auditor Office))	3	
					Xia Zhang (Budget Specialist (Auditor Office))		
					Yesenia Campos (Budget Specialist (Auditor Office))		

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4826 **Agenda Date:** 11/18/2025 **Agenda #:** C.123.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: U.S. Department of Homeland Security Urban Area Security Initiative for the period of December 1, 2025 through November 30, 2030

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a 2025 Governing Memorandum of Understanding between the cities of Oakland and San Jose, and the counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, and Sonoma, as well as the City and County of San Francisco, including full indemnification of each of the listed parties, as part of the U.S. Department of Homeland Security Urban Area Security Initiative for the period of December 1, 2025 through November 30, 2030.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The United States Department of Homeland Security (DHS) has a Homeland Security Grant Program which includes the Urban Areas Security Initiative (UASI) Program. The UASI Program addresses the unique planning, equipment, training, and exercise needs of high-threat, high-density "Urban Areas" and assists those areas in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism. DHS requires each Urban Area receiving grant funds to establish an Urban Area Working Group (UAWG) to act as an executive steering committee and provide overall governance of the UASI Program across the regional area encompassed within the defined Urban Area. In 2006, the City and County of San Francisco, the Cities of Oakland and San Jose, and the Counties of Alameda and Santa Clara, as the core cities and counties of the Bay Area Urban Area, entered into a Memorandum of Understanding (MOU) setting forth their agreements regarding the objectives, governance structures, responsibilities, and financial agreements to use in applying for, allocating, and distributing UASI grant funds to the Bay Area Urban Area, and establishing the Bay Area UASI Approval Authority as an oversight body over the UASI Program for the Bay Area Urban Area. Additionally, the 2006 MOU designated the City and County of San Francisco as the primary grantee and fiscal agent for the UASI funds to the Bay Area Urban Area. Subsequent memorandums were adopted in 2007, 2011, 2013, 2017, and 2021, whereby several other cities and counties signed on to the MOUs and became member agencies of the Bay Area UASI Approval Authority. The term of the 2021 MOU is set to expire on November 30, 2025, and as a party to the 2025 MOU, Contra Costa County can continue its partnership with other cities and counties in the Bay Area to build an enhanced and sustainable local and

regional capacity to prevent, protect against, respond to, and recover from threats and acts of terrorism.

CONSEQUENCE OF NEGATIVE ACTION:
A negative action to approve the Memorandum of Understanding and By-Laws would not permit Contra Costa County to participate in the distribution of grant funding among those agencies that apply for UASI grants.