CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez, CA 94553

AGENDA

Tuesday, April 14, 2026
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 1 855-758-1310. 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/81863939331. 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. Jack Francis Bruce v. Angel Garcia, et al., United States District Court, Northern District of California, Case No. 4:25-cv-01297-YGR
2. La Janee Turner v. Contra Costa County, Contra Costa County Superior Court, Case No. C25-03170
3. 4740 Appian Way Homeowners Association v. Contra Costa County, Contra Costa County Superior Court, Case No. C23-00639 (consolidated with Michael Patrick Rooney and Cygridh Brishitte Rooney, et al. v. Contra Costa County, et al., Contra Costa County Superior Court, Case No. C24-0001)
4. Masai Parker v. Child Abuse Prevention Council of Contra Costa County, et al., United States District Court, Northern District of California, Case No. 3:25-cv-07721-AGT

4. Inspirational Thought-

"Every moment is an organizing opportunity, every person a potential activist, every minute a chance to save the world." ~Dolores Huerta

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.139 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 recognizing April 19-25, 2026 as National Crime Victims' Rights Week. (Diana Becton, District Attorney)

PR.2 PRESENTATION recognizing April 2026 as Child Abuse Prevention Month. (Marla Stuart, Employment and Human Services Director)

PR.3 PRESENTATION recognizing April 2026 as Sexual Assault Awareness Month. (Marla Stuart, Employment and Human Services Director)

7. DISCUSSION ITEMS

D.1. CONSIDER waiving the 180-day sit-out period for Kathleen Andrus, retired Deputy County Counsel, in the County Counsel's Office; FIND that the appointment of Ms. Andrus is necessary to fill a critically needed position; and APPROVE and AUTHORIZE the County Counsel, or designee, to execute a temporary legal services contract with Ms. Andrus for the period April 14, 2026 through June 30, 2027, as recommended by the County Counsel. (Thomas L. Geiger, County Counsel) **26-1465**

D.2. HEARING to consider adoption of Resolution of Necessity No. 2026-106 for acquisition by eminent domain of real property required for the I-680/SR4 Interchange Project – Phase 2A & 4, Martinez/Pacheco area. (100% Contra Costa Transportation Authority Fund) (Jessica Dillingham, Public Works Department) **RES 2026-106**

Attachments: Resolution of Necessity with Appendix I680-SR4 95 First Ave N LLC
Exhibit A
Environmental Assessment
NEPA/CEQA Revalidation Form

D.3. HEARING to receive the Human Resources Department's Annual Report regarding vacancies, and recruitment and retention efforts in compliance with Assembly Bill ("AB") 2561. (Ann Elliott, Human Resources Director) **26-1466**

Attachments: AB 2561 Human Resources Vacancy, Recruitment, and Retention Presentation

D.4. CONSIDER receiving the 2025 District Attorney's Annual Report. (Diana Becton, District Attorney) **26-1467**

Attachments: District Attorney's Office 2025 Annual Report
District Attorney's 2025 Annual Report Presentation

D.5. CONSIDER accepting a report from Contra Costa Health with updates on 2024 homeless services data and the federal funding landscape. (Christy Saxton, Health, Housing and Homeless Services Director) **26-1468**

Attachments: 2024 CoC Annual Report FINAL
CCH H3 Annual Presentation 4.14.26

D.6. CONSIDER accepting the annual Medi-Cal and CalFresh Update from the Employment and Human Services Department as referred by the Family and Human Services Committee. (Marla Stuart, Employment and Human Services Director) **26-1469**

Attachments: FHS MC CF 2026 Full Board Final.pdf

D.7. 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; and ACCEPT the FY25-26 Self-Assessment Report. **26-1470**

Attachments: April 2026 BOS Head Start Update - FINAL
1. FY25-26 Head Start Self-Assessment Report
2. CCB-26-04 Program Self-Evaluation for FY25-26
3. CCB-26-05 Best Practices to Support Utilization of CalWORKs Stage 1 Child Care Program
4. CCB-26-06 Process for Contracting Agencies to Move from Provisional Contract to Clear Contract Status
5. New HSPPS Compliance Timeline and Analysis

D.8 CONSIDER consent item previously removed.

D.9 PUBLIC COMMENT (2 Minutes/Speaker)

D.10 CONSIDER reports of Board members.

8. 11:00 A.M. 32nd Annual Celebration of the Farmworker Rights Movement

9. ADJOURN in memory of Candace Hendra, dedicated service to the community and served on the Behavioral Health Board

10. CONSENT CALENDAR

Airport

C.1. APPROVE the temporary elimination of fuel flowage fees for Unleaded Aviation Gas at Buchanan Field and Byron Airport, as recommended by the Airport Committee and AUTHORIZE the Director of Airports to reinstate such fees at his/her discretion. (100% Airport Enterprise Fund) **26-1471**

C.2. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a Consulting Services Agreement with Mead & Hunt, for a term of April 1, 2026 to January 31, 2027, in the amount of $203,047 to perform the engineering and planning for the Buchanan Field Pavement Management Plan Study. (95% FAA and 5% Airport Enterprise Fund) **26-1472**

Attachments: Mead Hunt CSA AIP 34

Agriculture/Weights and Measures

C.3. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with John Muir Land Trust to pay the County an amount not to exceed $7,000 to provide weed management services in assigned locations from April 1, 2026, through March 31, 2027. (100% General Fund Revenue) **26-1473**

C.4. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract amendment with the California Department of Food and Agriculture to receive additional funds of $6,000 for a total reimbursement in an amount not to exceed $720,511 for the County to provide pest detection and trapping services, with no changes to the term through June 30, 2026. (100% State) **26-1474**

C.5. APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an contract amendment with the California Department of Food and Agriculture to receive additional funds of $144,966.55 for total reimbursement in an amount not to exceed $243,379.99 for the County to provide pest exclusion inspections, with no change to the term through June 30, 2026. (100% State) **26-1475**

Board of Supervisors

C.6. ACCEPT Board members meeting reports for March 2026. **26-1476**

Attachments: District IV March 2026 Report
District III March 2026 report

C.7. APPROVE allocation of Supervisorial District IV Community Impact Funds in the amount of $5,000, as recommended by Supervisor Carlson. (100% General Fund) **26-1477**

C.8. APPROVE allocations of Supervisorial District III Community Impact Funds in the amount of $35,000 and Supervisorial District V Community Impact Funds in the amount of $20,000, as recommended by Supervisors Burgis and Scales-Preston. (100% General Fund) **26-1478**

Attachments: Attachment A

Child Support Services

C.9. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Director of Child Support Services, a purchase order with Bay Area Parent in an amount not to exceed $24,812 to provide advertising services for the period June 1, 2026, through May 31, 2027. (66% Federal, 34% State) **26-1479**

Clerk of the Board

C.10. ADOPT Resolution No. 2026-107 recognizing April 14, 2026 as Nepal Day in Contra Costa County, as recommended by Supervisor Scales-Preston. **RES 2026-107**

C.11. ADOPT Resolution No. 2026-108 proclaiming April 2026 as Sexual Assault Awareness Month in Contra Costa County, as recommended by the Employment & Human Services Director. **RES 2026-108**

C.12. ADOPT Resolution No. 2026-109 recognizing the 50th Anniversary of CoCoKids, as recommended by Supervisors Burgis and Andersen. **RES 2026-109**

C.13. ADOPT Resolution No. 2026-110 recognizing April 2026 as National Volunteer Month, for the Food Bank of Contra Costa and Solano Counties, as recommended by Supervisor Burgis. **RES 2026-110**

C.14. ADOPT Resolution No. 2026-111 proclaiming April 19th through April 25th, 2026 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf, as recommended by the District Attorney. **RES 2026-111**

C.15. ADOPT Resolution No. 2026-112 declaring April 2026 as Child Abuse Prevention Month in Contra Costa County, as recommended by the Employment and Human Services Director. **RES 2026-112**

C.16. ADOPT Resolution No. 2026-113 to recognize and celebrate the 100th Anniversary of the Martinez Kiwanis Club, as recommended by Supervisor Scales-Preston and Supervisor Carlson. **RES 2026-113**

C.17. ADOPT Resolution No. 2026-114 recognizing Muslim Appreciation and Awareness Month - April 2026 as recommended by Supervisor Andersen. **RES 2026-114**

C.18. ADOPT Resolution No. 2026-115 recognizing and celebrating the 150th anniversary of the incorporation of the City of Martinez, as recommended by Supervisor Scales-Preston. **RES 2026-115**

C.19. ADOPT Resolution No. 2026-116 honoring The Moraga Lions Club for Its Outstanding Service and Community Impact, as recommended by Supervisor Andersen. **RES 2026-116**

C.20. ADOPT Resolution No. 2026-117 honoring Ken Abrams upon his retirement from the Danville Girls Chorus as recommended by Supervisor Andersen. **RES 2026-117**

C.21. ADOPT Resolution No. 2026-118 recognizing Moraga Citizen Of The Year Ana Moon, as recommended by Supervisor Andersen. **RES 2026-118**

C.22. ADOPT Resolution No. 2026-119 recognizing Symone Jewell as the 2026 Youth Hall of Fame Awardee for Teamwork, as recommended by Supervisor Carlson. **RES 2026-119**

C.23. ADOPT Resolution No. 2026-120 recognizing Claire Cho as the 2026 Youth Hall of Fame Awardee for Volunteerism, Rising Star, as recommended by Supervisor Carlson. **RES 2026-120**

C.24. ADOPT Resolution No. 2026-121 recognizing Pablo Cabrera as the 2026 Youth Hall of Fame Awardee for Teamwork, Rising Star as recommended by Supervisor Carlson. **RES 2026-121**

C.25. ADOPT Resolution No. 2026-122 recognizing Soraya Dang as the 2026 Youth Hall Awardee for Leadership & Civic Engagement, Rising Star, as recommended by Supervisor Carlson. **RES 2026-122**

C.26. ADOPT Resolution No. 2026-123 recognizing Adya Gupta as the 2026 Contra Costa County Student Humanitarian For Innovation and Empowerment as recommended by Supervisor Andersen. **RES 2026-123**

C.27. ADOPT Resolution No. 2026-124 recognizing Amadeus Castillo as the 2026 Youth Hall of Fame Awardee for Good Samaritan, as recommended by Supervisor Burgis. **RES 2026-124**

C.28. ADOPT Resolution No. 2026-125 recognizing Camilla Rodriguez Cantwell as the 2026 Youth Hall of Fame Rising Star Awardee for Perseverance, as recommended by Supervisor Burgis. **RES 2026-125**

C.29. ADOPT Resolution No. 2026-126 recognizing Samantha Pedraza-Lindsey as the 2026 Youth Hall of Fame Rising Star Awardee for Innovation & Empowerment, as recommended by Supervisor Burgis. **RES 2026-126**

C.30. ADOPT Resolution No. 2026-127 recognizing Eden Rosekind for the 2026 Youth Hall of Fame Award for the Rising, Star, Good Samaritan Award, as recommended by Supervisor Gioia. **RES 2026-127**

C.31. ADOPT Resolution No. 2026-128 recognizing Morriah Crose as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement Rising Star, as recommended by Supervisor Scales-Preston. **RES 2026-128**

C.32. ADOPT Resolution No. 2026-129 honoring Moraga Hardware and Lumber and Bill Snider for Outstanding Community Service and Business Leadership, as recommended by Supervisor Andersen. **RES 2026-129**

C.33. ADOPT Resolution No. 2026-130 recognizing Cesia Jesus Gonzalez, as the 2026 Youth Hall of Fame Awardee for Perseverance, as recommended by Supervisor Scales-Preston. **RES 2026-130**

C.34. ADOPT Resolution No. 2026-131 recognizing Marisela Villezcas as the 2026 Youth Hall of Fame Awardee for Volunteerism, as recommended by Supervisor Scales-Preston. **RES 2026-131**

C.35. ADOPT Resolution No. 2026-132 amending governing requirements and policies for appointments to advisory and independent bodies. **RES 2026-132**

C.36. APPOINT Sean Barry to the Alternate #1 seat with a term ending September 30, 2027 on the Advisory Council on Aging, as recommended by the Family and Human Services Committee. **26-1480**

Attachments: Barry Sean ACOA 10625 D4 - Redacted

C.37. APPOINT Courtney Coon to the Fish & Wildlife Committee representative seat on the Integrated Pest Management Advisory Committee to a term expiring December 31, 2028, as recommended by the Health Services Director. **26-1481**

C.38. APPOINT Chief Melissa Klawuhn to the Local Law Enforcement Public Entity Seat on the Racial Justice Oversight Body for a term ending December 31, 2027. **26-1482**

Attachments: RJOB By Laws

C.39. APPOINT Chris Cunningham to the C5 Public Provider Field Paramedic Representative Seat on the Emergency Medical Care Committee for a term ending September 30, 2026, as recommended by the Health Services Director. **26-1483**

Attachments: C5 - Chris Cunningham_Redacted
C5 - Chris Cunningham_Resume_Redacted

C.40. APPOINT Darin Ah Lan to the District 3 seat on the Emergency Medical Care Committee to complete the current term ending on September 30, 2026 and to a new two-year term that will end on September 30, 2028 as recommended by Supervisor Burgis. **26-1484**

C.41. APPOINT Rocio Hernandez to the District I Alternate Commissioner Seat on the First 5 Commission, DECLARE a vacancy in the District I Commissioner Seat, and DIRECT the Clerk of the Board to post the vacancy. **26-1485**

C.42. ACCEPT the resignation of Roxana Lucero Keshmiry; DECLARE a vacancy in the Environmental Organization—At Large Seat on the Integrated Pest Management Advisory Committee for a term ending December 31, 2026; and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Health Services Director. **26-1486**

C.43. ACCEPT the resignation of Rohan Tyagi; DECLARE a vacancy in the Environmental Organizations 2 Alternate Seat on the Hazardous Materials Commission for a term ending December 31, 2027; and DIRECT the Clerk of the Board to post the vacancy as recommended by the Health Services Director. **26-1487**

C.44. ACCEPT the resignation of Cheryl Cotton; DECLARE a vacancy in the At-Large #3 seat on the Contra Costa County Commission for Women and Girls for a term ending February 28, 2027; and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator. **26-1488**

C.45. ACCEPT the 2025 Annual Report of the Contra Costa County Advisory Council on Aging as recommended by the Employment and Human Services Director. **26-1489**

Attachments: Advisory Council on Aging Cover Template
2025 ACOA Annual Report FINAL

C.46. ACCEPT the resignation of Shauna Polk (Leal- Markham), DECLARE a vacancy in the District 3 Seat on the Contra Costa Commission for Women & Girls for a term ending February 28, 2030, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Burgis. **26-1490**

C.47. ACCEPT Status Report on 2025 Transportation, Water & Infrastructure Committee Referrals. **26-1491**

Attachments: TWIC2026ReferralReport_FINAL

C.48. APPROVE the Transportation, Water & Infrastructure Committee 2026 referrals list. **26-1492**

Attachments: FINAL TWIC Referrals 2026 - To BOS

C.49. REAPPOINT Gareth Ashley to the District IV Seat on the Aviation Advisory Committee to a term beginning March 1, 2026, and expiring February 28, 2029, as recommended by Supervisor Carlson. **26-1493**

C.50. REAPPOINT Roosevelt Gibson to the Education Seat on the Advisory Council on Equal Employment Opportunity (ACEEO) with a term ending on November 30, 2028, as recommended by the ACEEO. **26-1494**

Attachments: Gipson, Roosevelt

C.51. REAPPOINT Robert Sarmiento to the Contra Costa County Primary seat and Carl Roner to the Contra Costa County Alternate seat on the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee with terms that will expire on December 31, 2027, as recommended by the Conservation and Development and Public Works Directors. **26-1495**

Attachments: Exhibit A - CCTA CBPAC Bylaws

Clerk-Recorder/Elections

C.52. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Clerk-Recorder, to execute a purchase order with R-Computer in an amount not to exceed $17,940 to provide Pointnext Tech Care Essential Service which supports the Clerk-Recorder Information Management System server, for the period of June 7, 2026, through to June 8, 2028. (100% Recorder Micrographics/Modernization Fund). **26-1496**

Conservation & Development

C.53. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a memorandum of understanding with John Swett Unified School District to contribute $252,000 of County Park Impact and Park Dedication fee funds for expanded playground improvements at Lefty Gomez Park for the period April 14, 2026 through December 31, 2026. (100% Park Fees Fund) **26-1497**

C.54. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute on behalf of the County and the Contra Costa County Water Agency, both a contract amendment with Exponent, Inc., to extend the termination date from June 30, 2026, to December 31, 2027, and increase the payment limit by $50,000 to a new payment limit of $200,000, and an amendment to a reimbursement agreement with Solano County to increase Solano's share of Exponent's costs by $25,000, to a new reimbursement limit of $100,000, for continued water resources consulting connected with the State of California's Delta Conveyance Project. (100% Water Agency funds) **26-1498**

C.55. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a Density Bonus and Inclusionary Housing Developer Agreement with TH Walnut Estates LLC, requiring the construction and sale of one residential unit designated for a moderate-income household, within the Walnut Estates Subdivision project, a 10-lot subdivision located at 3180 Walnut Boulevard in unincorporated Walnut Creek. (No Fiscal Impact) **26-1499**

Attachments: Walnut Estates Agreement

C.56. RATIFY Moraga-Orinda Fire District Ordinance Nos. 26-01 and 26-02, both as modified, implementing the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code, with local amendments, in the unincorporated portion of the District's service area. (No fiscal impact) **26-1500**

Attachments: Modifications to the MOFD 2025 Fire Code Ordinance
Modifications to the MOFD 2025 WUI Code Ordinance

District Attorney

C.57. ADOPT Resolution No. 2026-133 authorizing the District Attorney, or designee, to apply for and accept funding from the Automobile Insurance Fraud Prosecution Program, in an amount not to exceed $725,000 and to execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance, for the period July 1, 2026 through June 30, 2027. (100% State) **RES 2026-133**

C.58. ADOPT Resolution No. 2026-134 authorizing the District Attorney, or designee, to apply for and accept funding in an amount not to exceed $1,700,000 from the Workers' Compensation Insurance Fraud Prosecution Program, and to execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance for the investigation and prosecution of workers' compensation fraud cases for the period July 1, 2026 through June 30, 2027. (100% State) **RES 2026-134**

C.59. ADOPT Resolution No. 2026-135 approving and authorizing the District Attorney, or designee, to apply for, accept, and execute a grant award agreement, including any extensions or amendments thereof pursuant to state guidelines, with the California Victim Compensation Board in an amount not to exceed $461,000 to fund Victim Witness Assistance Program Specialist positions for the period July 1, 2026 through June 30, 2029. (100% State) **RES 2026-135**

Employment & Human Services

C.60. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Aspiranet Early Head Start Services to revise language regarding the total number of childcare program slots for children in the Early Head Start program, to add the requirement for Personnel Background Checks and lead testing to ensure Contractor compliance with the Head Start Program Performance Standards, with no change to the payment limit of $7,140,098 and no change to the term period September 1, 2024, through June 30, 2027. (80% Federal, 20% State) **26-1504**

Health Services

C.61. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Cotiviti, Inc., to increase the payment limit by $2,250,000 to a new payment limit of $5,250,000 with no change in the term ending October 31, 2028 for additional hosted software to analyze healthcare effectiveness and identify fraud, waste and abuse for the Contra Costa Health Plan (100% Contra Costa Health Plan Enterprise Fund II) **26-1574**

C.62. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with J.A.R. Capital Group, Inc. (dba Quality Vans & Specialty Vehicles) in an amount not to exceed $350,000 for the purchase of one (1) medical mobile clinic vehicle for the Public Health Clinic Service School Based Clinics program. (100% Hospital Enterprise Fund I) **26-1535**

C.63. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Priority Healthcare Distribution, Inc. (dba Curascript Specialty Distribution) to increase the payment limit by $130,000 to an amount not to exceed $241,271 for the purchase of the opioid use disorder medication Sublocade for the Martinez Detention Facility with no change in the term ending May 31, 2026. (100% Hospital Enterprise Fund I) **26-1536**

C.64. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Gold Stallion, Inc., in an amount not to exceed $180,000 to provide chemotherapy compounding services for the Contra Costa Regional Medical Center's Chemotherapy Infusion Pharmacy for the period March 1, 2026 through March 1, 2028. (100% Hospital Enterprise Fund I) **26-1537**

C.65. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, up to 20 SaveMart Gift Cards plus applicable shipping in a total amount not to exceed $2,100 to incentivize client participation in the Tuberculosis Client Services Program. (100% State Tuberculosis Local Assistance Grant Funds) **26-1538**

C.66. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Hayward SNF Healthcare, LLC (dba Hayward Gardens Post Acute), to include the Dual Eligible Special Needs Plan (D-SNP) obligations and requirements, 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 $3,000,000 or term ending August 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **26-1539**

C.67. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Malashree Trehan, RDN, MPH (dba Wellness Within), in an amount not to exceed $300,000 to provide dietitian and diabetes prevention and self-management program services for Contra Costa Health Plan members and County recipients for the period May 1, 2026 through April 30, 2029. (100% Contra Costa Health Plan Enterprise Fund II) **26-1540**

C.68. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with West Contra Costa Unified School District, to increase the payment limit by $25,627 to a new payment limit of $517,503 for additional school-based Medi-Cal Specialty mental health services for seriously emotionally disturbed children and their families in West County with no change in the term ending June 30, 2026. (50% Federal Medi-Cal; 50% State Medi-Cal) **26-1541**

C.69. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), to increase the payment limit by $149,795 to a new payment limit of $399,795 and extend the termination date through December 31, 2026 for additional Medi-Cal specialty mental health services for seriously emotionally disturbed children and youth. (100% Federal Medi-Cal) **26-1542**

C.70. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Lifelong Medical Care, to increase the payment limit by $82,775 to a new payment limit of $245,078 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for isolated older adults in West County. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1543**

C.71. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Code 3 Entertainment Services, LLC (dba Code 3 Transportation), to increase the payment limit by $1,784,418 to a new payment limit of $3,589,418 to include additional locations for shuttle services for staff working at Contra Costa Regional Medical Center and Martinez Health Center with no change in the term ending December 31, 2026. (100% Hospital Enterprise Fund I) **26-1544**

C.72. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Center for Human Development, to increase the payment limit by $99,326 to a new payment limit of $294,082 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for underserved cultural communities in East County. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1545**

C.73. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Martinez Unified School District, to increase the payment limit by $114,144 to a new payment limit of $337,956 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for underserved and at-risk students. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1546**

C.74. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with People Who Care Children Association, to increase the payment limit by $216,944 to a new payment limit of $642,323 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for at-risk youth in East County. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1547**

C.75. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Golden State Dermatology Associates Inc., to increase the payment limit by $90,000 to a new payment limit of $6,180,000 to provide additional surgery services, in addition to dermatology, otolaryngology, and vein services for Contra Costa Health Plan members and County recipients with no change in the term ending March 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-1548**

C.76. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Child Abuse Prevention Council of Contra Costa County, to increase the payment limit by $104,141 to a new payment limit of $320,182 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for Spanish speaking families in Central and East County. (85% Behavioral Health Services Act Prevention and Early Intervention; 15% Behavioral Health Student Services Act) **26-1549**

C.77. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with NAMI Contra Costa, to increase the payment limit by $379,742 to a new payment limit of $1,124,333 and extend the termination date through December 31, 2026 for additional Family Volunteer Network Program services for families in Contra Costa County who have loved ones with severe and persistent mental illness. (100% Behavioral Health Services Act) **26-1550**

C.78. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Lao Family Community Development Inc., to increase the payment limit by $120,514 to a new payment limit of $356,818 and extend the termination date through December 31, 2026 for additional Behavioral Health Services Act Prevention and Early Intervention services for diverse refugee, immigrant, limited English and low income U.S. born community members in Contra Costa County. (100% Behavioral Health Services Act) **26-1551**

C.79. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Leena Ray M.D., in an amount not to exceed $555,000 to provide nephrology services at Contra Costa Regional Medical Center and Health Centers for the period April 1, 2026 through March 31, 2029. (100% Hospital Enterprise Fund I) **26-1552**

C.80. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of El Cerrito for its Fire Department, in an amount not to exceed $77,142 for prehospital emergency medical first responder services within the City of El Cerrito and the Kensington Fire Protection District for the period July 1, 2026 through June 30, 2027. (100% Measure H) **26-1553**

C.81. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Moraga-Orinda Fire Protection District, in an amount not to exceed $89,508 for prehospital emergency medical first responder services within the cities of Moraga and Orinda for the period July 1, 2026 through June 30, 2027. (100% Measure H) **26-1554**

C.82. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Laboratory Corporation of America, to increase the payment limit by $90,000 to an amount not to exceed $715,000 for additional outside laboratory testing services for Contra Costa Regional Medical Center and Contra Costa Health Centers with no change in the term ending April 30, 2026. (100% Hospital Enterprise Fund I) **26-1555**

C.83. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Continuum Care Hospice, LLC (dba Continuum Hospice), in an amount not to exceed $3,000,000 to provide hospice and palliative care services for Contra Costa Health Plan members and County recipients for the period May 1, 2026 through April 30, 2029. (100% Contra Costa Health Plan Enterprise Fund II) **26-1556**

C.84. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Aspiranet, to increase the payment limit by $150,000 to a new payment limit of $340,000 for additional Partners in Pregnancy, Fatherhood Program services to promote positive birth outcomes and develop strong family bonds for babies in the African American community of Contra Costa County with no change in the term ending June 30, 2026. (100% California Department of Public Health funds Perinatal Equity Initiative) **26-1557**

C.85. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with ABL Health Care, LLC, in an amount not to exceed $600,000 to provide home health care services for Contra Costa Health Plan members and County Recipients for the period March 1, 2026 through February 29, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-1558**

C.86. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Daniel Oberlin M.D., Professional Corporation, in an amount not to exceed $1,140,000 to provide urologic oncology services at Contra Costa Regional Medical Center and Contra Costa Health Centers for the period of May 1, 2026 through April 30, 2029. (100% Hospital Enterprise Fund I revenues) **26-1559**

C.87. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Berkeley Youth Alternatives, to increase the payment limit by $89,865 to a new payment limit of $209,865 and extend the termination date through December 31, 2026 for additional school-based mental health services for seriously emotionally disturbed children and their families in Contra Costa County. (100% Federal Medi-Cal) **26-1560**

C.88. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with VistAbility (dba Lynn Center), to increase the payment limit by $1,714,158 to a new payment limit of $4,114,158 and extend the termination date through December 31, 2026 for additional Medi-Cal specialty mental health services for children who are seriously emotionally disturbed in East County. (100% Federal Medi-Cal) **26-1561**

C.89. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Reutlinger Community, in an amount not to exceed $8,000,000 to provide skilled nursing facility services for Contra Costa Health Plan members and County recipients for the period April 1, 2026 through March 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-1562**

C.90. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with California Department of Housing and Community Development, to modify the contract provisions to conform to the state's updated terms and conditions and extend the termination date through April 30, 2029, with no change in the amount payable to the County of $5,708,517 for the provision of homeless outreach services, interim shelter and permanent supportive housing through the Encampment Resolution Fund in the City of San Pablo. (No County match) **26-1563**

C.91. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Edward Y. Tang M.D., Inc., in an amount not to exceed $1,485,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers for the period April 1, 2026 through March 31, 2029. (100% Hospital Enterprise Fund I) **26-1564**

C.92. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BDx Solutions, Inc., in an amount not to exceed $300,000 to provide independent diagnostic testing facility services including ambulatory cardiac monitoring for Contra Costa Health Plan members and County recipients for the period April 1, 2026 through March 31, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **26-1565**

C.93. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Rainbow Community Center of Contra Costa County, to increase the payment limit by $479,754 to a new payment limit of $1,420,447, and extend the termination date through December 31, 2026, for additional Behavioral Health Services Act Prevention and Early Intervention services for Lesbian, Gay, Bisexual, Transgender, Queer, Questioning and Intersex+ community members in Contra Costa County. (100% Behavioral Health Services Act) **26-1566**

C.94. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Stand! For Families Free of Violence, to increase the payment limit by $84,880 to a new payment limit of $251,310 and extend the termination date through December 31, 2026 for additional for Behavioral Health Services Act Prevention and Early Intervention services for youth in Contra Costa County. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1567**

C.95. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with RYSE Inc., to increase the payment limit by $309,090 to a new payment limit of $915,148 and extend the termination date through December 31, 2026, for additional Behavioral Health Services Act Prevention and Early Intervention services for at-risk youth in West County. (100% Behavioral Health Services Act Prevention and Early Intervention) **26-1568**

C.96. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ramos & Hatch Chiropractic Inc., in an amount not to exceed $293,000 to provide chiropractic services at Contra Costa Regional Medical Center and Health Centers for the period April 1, 2026 through March 31, 2029. (100% Hospital Enterprise Fund I) **26-1569**

C.97. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Mental Health Services Authority, in an amount not to exceed $93,100 to act as the fiscal and administrative agent for the County's participation in the External Quality Review Audit and Performance Improvement Projects Program for the period January 1, 2026 through December 31, 2026. (100% Alcohol and Other Drugs Services Administrative funds) **26-1570**

C.98. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Medvision, Inc., to increase the payment limit by $200,000 to a new payment limit of $605,031, and extend the termination date to April 17, 2027, and for successive one-year terms thereafter until terminated for patient medical necessity review criteria and guidance software for the Contra Costa Health Plan. (100% Contra Costa Health Plan Enterprise Fund II) **26-1571**

C.99. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Walden University, LLC, for Contractor's public health nursing students to receive supervised field instruction experience from the County for the period May 1, 2026 through June 30, 2029. (Non-financial) **26-1572**

C.100. RATIFY the execution of a County Contract Amendment with Vizient, Inc., for the purchase of supplies at discounted rates for Contra Costa Regional Medical Center and extend the contract term through September 30, 2026 with no change in the contract payment limit of $1,004,040. (100% Hospital Enterprise Fund I) **26-1573**

Human Resources

C.101. APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with SarMark Enterprises, Inc. dba Berkeley Search Consultants for executive recruitment services in an amount not to exceed $300,000, for the period of April 1, 2026, through March 31, 2029. (100% Various Funds) **26-1505**

C.102. APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with Cooperative Personnel Services dba CPS HR Consulting for classification study, compensation study, and executive recruitment services in an amount not to exceed $200,000, for the period of April 1, 2026, through March 31, 2029. (100% Various Funds) **26-1506**

C.103. APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with Mosaic Public Partners LLC for executive recruitment services in an amount not to exceed $200,000, for the period of April 1, 2026, through March 31, 2029. (100% Various Funds) **26-1507**

Library

C.104. APPROVE and AUTHORIZE the County Librarian, or designee, to accept a grant from the San Francisco Foundation in the amount of $20,000, awarded to the El Cerrito Library to increase physical and digital collections. (100% Library Fund, no County match) **26-1508**

C.105. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Frontline Education, subject to the terms of Frontline's Master Services Agreement, in an amount not to exceed $10,838 for the renewal of Absence & Substitute Management subscription for the period July 1, 2026, through June 30, 2027. (100% Library Fund) **26-1509**

C.106. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with EBSCO Information Services, LLC, subject to the terms of their EBSCO License Agreement, in an amount not to exceed $48,299 for the renewal of LearningExpress Library Complete subscription for the period July 1, 2026, through June 30, 2029. (100% Library Fund) **26-1510**

C.107. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with WP Company LLC, subject to their Terms of Service, in an amount not to exceed $26,514 for Washington Post Digital Edition subscription, for the period June 15, 2026, through June 14, 2027. (100% Library Fund) **26-1511**

C.108. APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the County Librarian, a purchase order with EBSCO Information Services, LLC, in an amount not to exceed $298,688 for the renewal of 13 databases used by the Library for the period July 1, 2026, through June 30, 2029. (100% Library Fund) **26-1512**

C.109. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Califa Group, subject to the terms of Quipu's Hosted Services Agreement, in an amount not to exceed $6,352 for the renewal of Quipu Group LLC eCard subscription for the period July 1, 2026, through June 30, 2027. (100% Library Fund) **26-1513**

C.110. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Califa Group, subject to the terms of their Agreement and Amendment with ProQuest, in an amount not to exceed $66,476 for the renewal of ProQuest's Ancestry Library Edition and HeritageQuest Online subscriptions, for the period July 1, 2026, through June 30, 2027. (100% Library Fund) **26-1514**

Public Defender

C.111. APPROVE and AUTHORIZE the Public Defender, or designee, to execute an interagency agreement amendment with California State University, Long Beach Research Foundation, to extend the term from June 1, 2026 to the new termination date of December 1, 2026 for Holistic Intervention Partnership Project evaluation services. (No fiscal impact) **26-1515**

Public Works

C.112. ADOPT Resolution No. 2026-136 approving the Road Improvement Agreement, for development plan permit DP20-03011, for a project being developed by Alves Lane, LP., as recommended by the Public Works Director, Bay Point area. (No fiscal impact) **RES 2026-136**

Attachments: Road Improvement Agreement
Improvement Security Bond

C.113. ADOPT Resolution No. 2026-137 accepting completion of improvements for Road Improvement Agreement for development plan permit DP20-03011 for a project developed by Alves Lane, L.P., as recommended by the Public Works Director, Bay Point area. (No fiscal impact) **RES 2026-137**

Attachments: Recordable Resolution
Surety Bond Rider

C.114. ADOPT Resolution No. 2026-138 approving the Parcel Map for urban lot split minor subdivision MS23-00012, for a project being developed by Michael Lap Ping Hsu and Winnie Sau Kuen Lee, as recommended by the Public Works Director, Lafayette area. (No fiscal impact) **RES 2026-138**

Attachments: Parcel Map
Tax Letter
Subdivision Tax Bond

C.115. ADOPT Resolution No. 2026-139 approving and authorizing the Public Works Director, or designee, to fully close a portion of Briones Road, between 1011 Briones Road and 1020 Briones Road, on April 29, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of performing overhead utility work and vegetation maintenance, Martinez area. (No fiscal impact) **RES 2026-139**

C.116. ADOPT Resolution No. 2026-140 approving and authorizing the Public Works Director, or designee, to fully close a portion of Willow Lane, between 68 Richardson Road and 6 Willow Lane, on April 24, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2026-140**

C.117. APPROVE Budget Amendment No. BDA-26-00575 to appropriate $3,301,921 from the Fleet Internal Service Fund (ISF) for the purchase of new ISF vehicles. (100% Fleet Internal Service Fund) **26-1516**

Attachments: BDA-26-00575.pdf

C.118. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement between Contra Costa County and the City of Pittsburg for the design and construction of the Delta De Anza Multimodal Trail Safety Improvements Project, Bay Point area. (89% One Bay Area Grant Funds, 7% City of Pittsburg Funds and 4% Local Road Funds) **26-1517**

Attachments: Joint Exercise of Powers Agreement

C.119. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Future Ford of Concord, LLC, in an amount not to exceed $5,000,000, to provide on-call Ford vehicle maintenance and repair services for the period of March 1, 2026 through February 28, 2029, Countywide. (100% Fleet Internal Service Fund) **26-1518**

C.120. APPROVE and AUTHORIZE the Public Works Director, or designee, to exercise the first of two lease term renewals with Gonsalves and Santucci, Inc, a California corporation, as lessor, for approximately 37,209 square feet of office space located at 2500 Bates Avenue Ste B Concord, for the first renewal term of July 1, 2026 – June 30, 2029, at an initial monthly rate of $75,933 with annual increases thereafter and, additionally, to exercise the second renewal option in accordance with the terms of the lease. (55% General Fund, 14% Maternal and Child Health allocation from California Department of Public Health (CDPH), 22% M/C reimbursements, 8% Health Resources and Services Administration (HRSA), 1% California Lead Poisoning Prevention Program grant allocation via CDPH) **26-1519**

C.121. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a construction permit with Contra Costa Water District for ingress/egress to Pomo Street Bridge (Bridge No.28C0480) for cleaning and re-painting as part of the Bridge Preventive Maintenance Project, Bay Point area. (88% Highway Bridge Program Funds and 12% Local Road Funds) **26-1520**

Attachments: Temporary Construction Permit 3-23-26

C.122. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the agreement with the State of California, Department of Transportation (Caltrans) to receive $100,000 in state matching funds for transportation purposes during the period July 1, 2025 through June 30, 2026, Countywide. (100% State Matching Funds) **26-1521**

Attachments: State Match Agreement 2025-26

C.123. APPROVE and AUTHORIZE the Purchasing Agent or designee, to execute an amendment to the participating addendum with Quadient, Inc. and Quadient Leasing USA, Inc., to add the Contra Costa County Fire Protection District, and increase the payment limit by $110,000 to a new payment limit of $800,000 for mailing equipment and related services and supplies. (100% User Departments) **26-1522**

Attachments: Amendment Quadient add CCCFPD
Master Agreement: Quadient

C.124. APPROVE the Freeman Road Bridge Painting Project and AUTHORIZE the Public Works Director, or designee, to advertise the Project, unincorporated Lafayette area. (50% Highway Bridge Program Federal Funds, 50% Local Road Funds) **26-1523**

Attachments: NOE Freeman Road Bridge Painting, CP#25-45

C.125. APPROVE the Briones Valley Road Bridge Painting Project and AUTHORIZE the Public Works Director, or designee, to advertise the Project, unincorporated Brentwood area. (39% Highway Bridge Program Federal Funds, 61% Local Road Funds) **26-1524**

Attachments: NOE: Briones Valley Road Bridge Painting, CP#25-46

C.126. AUTHORIZE the Public Works Director, or designee, to advertise the 2026 On-Call Contracts for Various Road, Flood Control, and Airport Maintenance Work, for routine maintenance, repair, replacement, and reconstruction of existing road, flood control, and airport facilities, Countywide. (100% Various Funds) **26-1525**

C.127. AWARD and AUTHORIZE the Chief Engineer, or designee, to execute a construction contract with Goodfellow Bros. in the amount of $4,051,479 for the Wildcat Fish Passage Implementation Project, North Richmond area. (28% U.S. Environmental Protection Agency Grant, 34% Department of Water Resources Grant, and 38% Local Funds) **26-1526**

C.128. As the governing body of both Contra Costa County and the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2026-145 to approve the District's sale and the County's purchase, for payment of $9,550 to the District, of six temporary construction easements over approximately 5.1 acres of District-owned land, and one fee parcel over approximately .36 acres of District-owned land, located at Grayson Creek on the east and west side of Interstate 680 at State Route 4 for the I680/SR4 Interchange Project, and take related actions under the California Environmental Quality Act. (100% CCTA Funding) **RES 2026-145**

Attachments: CCFWD Resolution
ROW Contract with Exhibits
Grant Deed
CEQA Revalidation Form
Interstate 680/State Route 4 Environmental Assessment
RW Contract 65059-1 TCE
RW Contract 65049-2, 65053-1,2, 65054-1,2 TCE

Risk Management

C.129. RECEIVE report concerning the final settlement of Edward Todd vs. Contra Costa County; and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $100,000 as recommended by the Director of Risk Management. (100% Workers' Compensation Internal Service Fund) **26-1527**

C.130. DENY claims filed by Zachary Coan; CSAA Insurance for Sandra Gonzalez; John Doe; Sandra Martinez Gonzalez; Kierra Peabody; Zela Amara Blanco Rodriguez; and San Ramon Regional Medical Center for Zahera Jamil. DENY amended claim filed by Allstate a subrogee of Mary Searby; Henrietta Garcia; Aria Wilson; and Valentin Wilson. **26-1528**

Sheriff

C.131. ADOPT Resolution No. 2026-142 authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including amendments and extensions, pursuant to the grant guidelines, with the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange (SAVE) Grant, with an initial allocation of up to $584,045 for the abatement of abandoned vessels on County waterways and surrendered vessels for the period October 1, 2026 through September 30, 2028. (90% State, 10% County) **RES 2026-142**

C.132. ADOPT Resolution No. 2026-143 authorizing the Sheriff-Coroner, or designee, to apply for and accept the U.S. Department of Justice, FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in an initial amount of $209,775 for support of countywide law enforcement programming for the period October 1, 2025 through September 30, 2029. (100% Federal) **RES 2026-143**

C.133. ADOPT Resolution No. 2026-144 authorizing the Sheriff-Coroner, or designee, to apply for, accept and approve grant funding, including contract amendments and extensions, pursuant to the grant guidelines, with the California State Parks, Division of Boating and Waterways, FY 2026/2027 Boating Safety and Enforcement Equipment Grant with an initial allocation of $100,000, for repair and purchase of boat equipment for the Marine Patrol Unit. (100% State) **RES 2026-144**

C.134. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with LeadsOnline LLC, in the amount of $14,000 to provide annual support and maintenance to the CellHawk Phone Mapping and Analysis System for the Office of the Sheriff, for the period May 1, 2026 through April 30, 2027. (100% General Fund) **26-1529**

C.135. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Sheriff-Coroner, a purchase order with Saitech, Inc., in an amount not to exceed $600,000 and ACCEPT the Master Service Agreement, for the acquisition of eight (8) new servers, and implementation and support services, for a Proxmox-based virtual server environment, for the period March 1, 2026 through February 28, 2027. (100% General Fund) **26-1530**

C.136. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Granicus, LLC in an amount not to exceed $202,000 for hosting and maintenance costs of the Sheriff's Office's website for the period January 1, 2026 through December 31, 2028. (100% General Fund) **26-1531**

C.137. APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Mesa Laboratories, Inc. to increase the payment limit by $7,770 to a new payment limit of $20,000, with no changes to the term ending July 4, 2027, for usage, maintenance, data hosting and storage of forensic services temperature monitoring systems. (100% General Fund) **26-1532**

Treasurer - Tax Collector

C.138. ACCEPT the Treasury Oversight Committee Bylaws as revised and adopted on March 17, 2026 by the Treasury Oversight Committee. **26-1533**

Attachments: CCC TOC Bylaws_Amended 2026 Final
CCC TOC Bylaws_amended 2026 final_redline

C.139. ACCEPT the Treasurer's Investment Policy for the Fiscal Year 2026-2027 as revised and adopted on March 17, 2026 by the Treasury Oversight Committee. **26-1534**

Attachments: CCC Investment Policy FY 26-27_final
CCC Investment Policy FY 26-27_final redline

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: June 10, 2026 at 10:00 a.m.
Economic Development Committee: June 1, 2026 at 11:00 a.m.
Equity Committee: April 20, 2026 at 10:30 a.m.
Family and Human Services Committee: May 11, 2026 at 10:30 a.m.
Finance Committee: May 4, 2026 at 9:30 a.m.
Internal Operations Committee: April 27th Canceled; Next meeting May 26, 2026 at 10:30 a.m.
Head Start Advisory Committee: May 18, 2026 9:00 a.m.
Legislation Committee: April 15, 2026 at 1:00 p.m.
Los Medanos Healthcare Operations Committee: May 4, 2026 at 10:00 a.m.
Public Protection Committee: April 20, 2026 Canceled/Next meeting May 18, 2026 at 1:30 p.m.
Resilient Shoreline Committee: June 8, 2026 at 9:00 a.m.
Sustainability Committee: May 11, 2026 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: May 28, 2026 at 9:00 a.m.

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 #: 26-1465 **Agenda Date:** 4/28/2026 **Agenda #:** D.1.

To: Board of Supervisors

From: Thomas L. Geiger, County Counsel

Report Title: Temporary Hire of a County Retiree and Waiver of the 180-Day Sit-Out Period for the County Counsel's Office

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. **CONSIDER** waiving the 180-day sit-out period for Kathleen Andrus, retired Deputy County Counsel, in the County Counsel's Office.
2. **FIND** that the appointment of Ms. Andrus is necessary to fill a critically needed position; and
3. **APPROVE** and **AUTHORIZE** the County Counsel, or designee, to execute a temporary legal services contract with Ms. Andrus for the period April 14, 2026 through June 30, 2027, as recommended by the County Counsel.

FISCAL IMPACT:

Salary costs are included within the Department's budget. The hourly rate under the contract will be $125.28. The total number of hours worked under the contract will not exceed 960 hours per fiscal year.

BACKGROUND:

The Public Employee Pension Reform Act of 2013 requires that active members who retire on or after January 1, 2013, must wait 180 days after retirement before returning to work as a temporary employee. The Act also allows the Board, based on a finding that the appointment is necessary to fill a critically needed position, to waive the 180 day sit-out period.

Ms. Andrus retired from County service on March 28, 2026. She was hired as a Deputy County Counsel in July 2008 and specialized in complex real estate and business transactions.

The appointment of Ms. Andrus through a temporary legal services contract is necessary to fill a critically needed position. Before her retirement, Ms. Andrus was the lead attorney representing the County in negotiations involving the Orbisonia Village Mixed Use Project in Bay Point. Orbisonia Village - Site A is a proposed 169-unit affordable housing project that will also include a branch Contra Costa County Library. Several County departments are involved in the project, including the County Library, Department of Conservation and Development, and the Real Property, Engineering Services, and Capital Projects divisions of the Public Works Department. It is necessary to continue utilizing Ms. Andrus' specialized skills in complex real estate transactions, including her skills in negotiating and drafting complex business documents, in order to

bring Phase 1 of the project to completion.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to waive the 180-day sit-out period and approve a temporary legal services contract may cause delays in bringing Phase 1 of the Orbisonia Village Mixed Use Project to completion.

File #: RES 2026-106 **Agenda Date:** 4/14/2026 **Agenda #:** D.2.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Resolution of Necessity Hearing for the I-680/SR4 Interchange Project - Phase 2A & 4, Martinez/Pacheco area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
OPEN the public hearing and ask if any notified property owners wish to be heard as to the four items specified in Section B below; CONSIDER all testimony and public comments received prior to the close of the hearing; and CLOSE the public hearing.

Upon completion and closing of the hearing, MAKE the findings and determinations listed under Section B below, and ADOPT the attached Resolution of Necessity to acquire the required property and property interests by eminent domain. Project No.: 4660-6X4175.

CONSIDER the Initial Study and Negative Declaration/Environmental Assessment and Finding of No Significant Impact (the "CEQA/NEPA document") prepared by the State of California, Department of Transportation - the lead agency - for the I-680/SR4 Interchange Project (State Clearinghouse No. 2006082017); and DETERMINE that the Project will not have any significant effects on the environment, as disclosed in the CEQA/NEPA document.

DIRECT the Public Works Director, or designee, to file a CEQA notice of determination with the County Clerk -Recorder and the State Clearinghouse and AUTHORIZE payment to the Clerk-Recorder in the amount of $50 for the required filing fee.

FISCAL IMPACT:
In eminent domain actions the judgment will be the price paid for the property and may include court costs, which are regarded as a roughly calculable expense of property acquisition. Costs of acquisition in this case are 100% reimbursable from the Contra Costa Transportation Authority.

BACKGROUND:

A. <u>Proposed Project</u>

The Contra Costa Transportation Authority (CCTA) and the California Department of Transportation (Caltrans) propose to construct Phases 2A and 4 improvements for the Interstate 680 (I-680) / State Route 4 (SR 4) Interchange Project ("Project") in Contra Costa County to improve specific safety and operations deficiencies associated with the existing facility. The Project is a state highway project. CCTA is the Project sponsor and the County is responsible for Project right of way acquisition. An

agreement between the County and CCTA designates the County as the party to exercise the power of eminent domain for the project, if the County's board of supervisors elects to make the discretionary decision to proceed with condemnation. (Code Civ. Proc., § 1240.140.)

The parties are now prepared to proceed with two segments of the proposed project, which consist of the following primary improvements.

Phase 2A.
Phase 2A of the Project includes:
- Widen diagonal ramp from EB SR 4 to SB I-680 from 1 to 2 lanes. Widen a portion of loop ramp from WB SR 4 to SB I-680 from 1 to 2 lanes. This will require widening of the existing Grayson Creek Bridge.
- Construct auxiliary lanes as follows: Along SB I-680 from the EB SR 4 to SB I-680 to 300 feet north of Center Avenue.
- Install ramp metering facility for SB I-680 on-ramp.

Phase 4.
Phase 4 of the Project includes:
- Construct a two-lane direct connector from SB I-680 to EB SR 4.
- Realign northern portion of SB I-680 to WB SR 4 diagonal ramp.
- Remove existing loop ramp from SB I-680 to EB SR 4.
- Construct auxiliary lane along EB SR 4 from the entrance of the direct connector stated above to 1,000 feet north of Peralta Road.
- Along EB SR 4, realign Solano Way off-ramp and on-ramp to accommodate above mentioned auxiliary lane.
- Remove the Collector-Distributor (C-D) road parallel to SB I-680 and realign entrance of loop ramp from WB SR 4 to SB I-680.
- Install ramp metering facility for SB 680/EB SR 4 on-ramp.

In 2008, the State of California, Department of Transportation, as the lead agency, adopted an Initial Study and Negative Declaration/Environmental Assessment and Findings of No Significant Impact (the "CEQA/NEPA document") for the I-680/SR4 Interchange Project, in accordance with the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA). The improvements are proposed to be implemented over five phases. Each project phase can be independently constructed to provide incremental benefits in meeting the overall project goal to improve operational efficiencies and traffic flow, address safety concerns associated with the existing interchange configuration, and accommodate existing and planned growth on this segment of highway.

Prior to Re-Validation, Phase 3 of the Project was implemented as the first construction phase. A Re-Validation was prepared in 2018 for Phase 3 with supporting technical addenda and determined the original environmental document (ED) remained valid. Subsequently, Phase 3 improvements have been constructed. CCTA and Caltrans now propose to construct Phases 2A (the initial part of the Phase 2 work), and 4.

In order to proceed with these phases of the Project, it is necessary for the County to exercise its power of eminent domain. Pursuant to Section 1245.235 of the Code of Civil Procedure, notice was given to all persons listed on the attached Exhibit "A" whose names and addresses appear on the last equalized county assessment roll. This notice consisted of sending by first-class and certified mail on March 13, 2026, a Notice of Intention, which notified these owners that a hearing is scheduled for April 14, 2026, at 9:30 a.m.

in the Board's Chambers, at which time they may appear to be heard on the matters referred to in the notice.

B. Scope of Hearing and Findings under Code of Civil Procedure Section 1245.235

1. The public interest and necessity require the proposed project.

The Project is being constructed to improve operational efficiencies and traffic flow, address safety concerns associated with the existing interchange configuration, and accommodate existing and planned growth. The I-680/SR-4 Phases 2A and 4 Project is intended to improve travel operations along the I-680 and SR-4 corridor within the study area. These improvements will provide several operational benefits to the corridor. By eliminating the short weaving distances through the I-680/SR-4 interchange, the project will reduce merging and lane-changing conflicts, improve traffic flow, and enhance driver expectancy through this heavily traveled interchange area. The added auxiliary lanes along southbound I -680 and eastbound SR-4 will provide greater distance for vehicles to merge, diverge, and adjust speeds, which will improve overall traffic operations and reduce turbulence along the mainline freeway segments. In addition, installation of ramp metering at the interchange will help regulate the rate at which vehicles enter the freeway system, thereby reducing congestion and helping to alleviate existing queue spillback onto the mainline freeway. This will improve reliability of traffic operations, particularly during peak commute periods when congestion is most severe. The proposed improvements are also expected to reduce overall travel time and vehicle delay within the corridor by increasing capacity at key ramp connections and improving interchange efficiency. Improved traffic flow and reduced stop-and-go conditions will contribute to better travel time reliability for motorists using the corridor. In addition, by reducing conflict points and smoothing vehicle movements through the interchange, the project will provide safety benefits and support more efficient freeway operations overall.

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

The Project has been planned and located in a manner that maximizes the public benefit while minimizing private impacts. Various alignment alternatives were studied and evaluated, and the selected alternative represents the best balance between improving safety, traffic operations, and regional connectivity at the I-680/SR 4 interchange, while minimizing impacts to private property to the extent feasible. The proposed acquisitions have been limited to only those property rights necessary for the construction, operation, and maintenance of Phases 2A and 4 of the Project.

The alternative alignments that were investigated would have resulted in greater impacts to the subject property, including the removal of several storage buildings located on the site. By contrast, the current proposed alignment was refined to avoid those more substantial impacts. As proposed, the alignment preserves the existing storage buildings and limits the acquisition to the minimum property rights necessary, without adversely affecting the ongoing operation of the adjacent business.

3. The property sought to be acquired is necessary for the project,

The property interests proposed for acquisition, as described in the attached resolution of necessity, are necessary to construct, operate, and maintain Phases 2A and 4 of the Project in accordance with applicable design standards and regulatory requirements. The required acquisitions support roadway widening, structure, drainage facilities, and other project-related features of this state highway project. Extensive efforts were made during project development to minimize right-of-way impacts, and the acquisitions have been limited to only those property rights essential to achieve the Project's purpose and need while maintaining safety, functionality, and constructability. Without the property interests

described in the attached resolution of necessity, Phases 2A and 4 of the Project cannot be constructed as planned and designed.

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

On February 6, 2026, the County, through the Real Estate Division of the Public Works Department, made an offer of just compensation to $321,000.00, the owner of record of the property interests described in the attached Resolution of Necessity. The County's offer was based on an appraisal of the fair market value of the property interests being acquired for these Project phases. In this case, efforts were made to acquire each required property or property interest through negotiated purchase and sale instead of by condemnation. Attempts to negotiate a settlement involved an offer being mailed and emailed to the owners of record, phone discussions, and a meeting at the project site with property owner and his representative. However, those negotiations were not successful, requiring the County to proceed with the adoption of this Resolution of Necessity.

C. CEQA Review

The State of California, Department of Transportation is the CEQA/NEPA lead agency for the Project and approved the CEQA/NEPA document. The County is acting as a CEQA responsible agency. As a responsible agency, the County is required to consider the CEQA/NEPA document and determine whether the Project will have any significant environmental effects. Public Works staff have reviewed the CEQA/NEPA document and have determined that the Project, and all phases of it, will not have any significant effects on the environment, and, therefore, findings and a statement of overriding considerations are not required. (See CEQA Guidelines, § 15091(h). Staff recommend that the Board make the same determination and direct staff to file a CEQA notice of determination. (See CEQA Guidelines, § 15091.)

CONSEQUENCE OF NEGATIVE ACTION:

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

THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY, CALIFORNIA

Re:	Condemnation of Property)	**RESOLUTION OF NECESSITY**
	for Public Road Purposes,)	**NO._____**
	I680/SR4 Interchange Project Phases 2A&4	(C.C.P. Sec. 1245.230)
	Martinez/Pacheco Area)	
	Assessment District No. IV)	

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

Pursuant to Government Code Section 25350.5 and Streets & Highways Code Section 760 (State Highway), Contra Costa County intends to acquire property and property interests for the construction of the I-680/SR4 Interchange Project – Phase 2A & 4, Martinez/Pacheco area. This work includes improvements to southbound I-680 to incorporate a two-lane diagonal ramp from eastbound State Route 4 to southbound I-680, in the Martinez/Pacheco area. The Contra Costa Transportation Authority is responsible for delivering these phases of the project, and the County is responsible for right-of-way acquisition for these phases of the Project.

The property to be acquired consists of two parcels and is generally located in the Martinez/Pacheco area. The property to be acquired is more particularly described in Appendix "A", attached hereto, and incorporated herein by this reference.

On March 13, 2026, notice of the County's intention to adopt a resolution of necessity for acquisition by eminent domain of the real property described in Appendix "A" was sent to the persons whose names appear on the last equalized county assessment roll as owners of said property. The notice specified April 14, 2026, at 9:30 a.m., in the Board of Supervisors Chambers in the Administration Building, 1025 Escobar Street, Martinez, California, as the date, time, and place for the hearing thereon.

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

1. The public interest and necessity require the proposed Project; and

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

3. The property described herein is necessary for the proposed Project; and

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

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

made and this resolution is adopted pursuant to Code of Civil Procedure Sections 1240.510 and 1240.610.

NOW, THEREFORE, BE IT RESOLVED:

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

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

Parcel(s) 65048-1 is to be acquired in fee title; and

Parcel(s) 65048-2 is to be acquired as a permanent drainage easement.

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

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

PASSED and ADOPTED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the vote of four-fifths or more of the Board of Supervisors of Contra Costa County, California, at a meeting of said Board of Directors on the date indicated above.

Date: _____

Number
65048

Appendix "A"

Real property situate in the County of Contra Costa, State of California described as follows:

Being portions of the parcel of land described in the Grant Deed to 95 FIRST AVE N LLC recorded on June 11, 1999 in Document No. 1999-156354, Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65048-1)

BEGINNING at the most northerly corner of said parcel; thence along the easterly line of said parcel South 08°03'27" East 996.56 feet and South 05°40'17" East 106.99 feet; thence across said parcel the following six (6) courses:

1) North 08°02'47" West, 207.99 feet;
2) North 81°57'13" East, 1.25 feet;
3) North 08°02'47" West, 760.36 feet;
4) North 09°12'12" West, 53.30 feet;
5) South 80°47'48" West, 15.07 feet and;
6) North 09°12'12" West, 56.71 feet;

to the northwesterly line of said parcel; thence along last said line North 30°33'07" East 32.51 feet to the **POINT OF BEGINNING**.

CONTAINING 4,596 square feet, more or less.

There shall be no abutters rights, including rights of access, over and across the lines described by the above Courses 1 through 6, in and to the adjacent State freeway.

PARCEL 2 (65048-2)

An easement for drainage purposes described as follows:

BEGINNING at the southerly terminus of a line segment described in the above **PARCEL 1** described by the course South 05°40'17" East 82.86 feet; thence continuing along said easterly line of said parcel South 05°40'17" East 110.32 feet; thence across said parcel the following nine (9) courses:

Number
65048

Appendix "A"

1) North 09° 51' 37" West, 128.03 feet;
2) North 08° 02' 47" West, 370.30 feet;
3) North 12° 20' 08" West, 10.03 feet;
4) North 08° 02' 47" West, 70.84 feet;
5) North 82° 03' 27" East, 4.74 feet;
6) North 07° 57' 37" West, 305.66 feet;
7) North 09° 34' 05" West, 206.86 feet;
8) South 80° 25' 56" West, 8.70 feet;
9) North 09° 05' 29" West, 111.55 feet to the northwesterly line of said parcel;

thence along last said line, North 30°33'07" East, 8.38 feet;

thence across said parcel the following six (6) courses:

1) South 09°12'12" East, 56.71 feet;
2) North 80°47'48" East, 15.07 feet;
3) South 09°12'12" East, 53.30 feet;
4) South 08°02'47" East, 760.36 feet;
5) South 81°57'13" West, 1.25 feet;
6) South 08°02'47" East, 207.99 feet to the east line of said parcel;

Thence along last said line, South 05°40'17" East, 131.46 feet to the **POINT OF BEGINNING**.

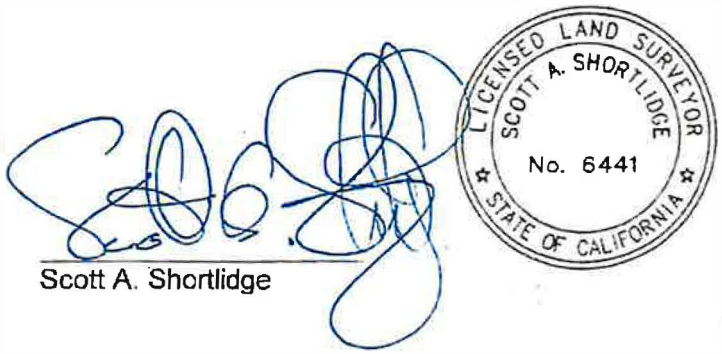
CONTAINING 10,658 square feet, more or less.

Number
65048

Appendix "A"

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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



Scott A. Shortlidge

6-30-2025

Date

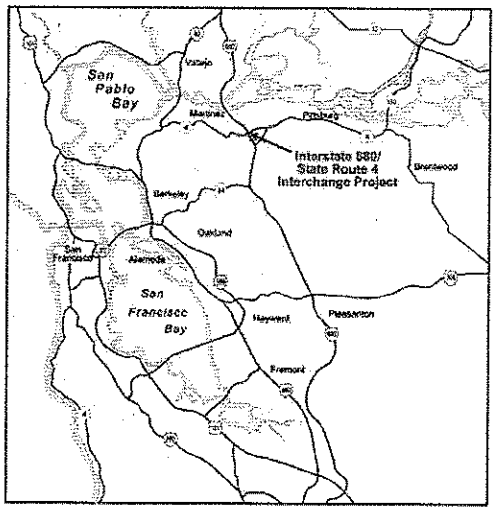
Exhibit A

95 First Ave N LLC P.O. Box 23366 Pleasant Hill, CA 94523	Jenny & Jenny LLP 736 Ferry Street Martinez, California 94553

Interstate 680/State Route 4 Interchange Improvement Project

CONTRA COSTA COUNTY, CALIFORNIA
DISTRICT 4 – CC – 680 (PM 20.2/22.2), DISTRICT 4 – CC – 4 (PM R10.5/R15.1)
229100

Initial Study with Negative Declaration / Environmental Assessment with Finding of No Significant Impact



Prepared for the
State of California Department of Transportation
in cooperation with the Contra Costa Transportation Authority

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been, carried out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.

Caltrans

CONTRA COSTA transportation authority

November 2008

State Clearinghouse Number: 2006082017
04-CC-680, KP32.5/35.8
04-CC-004, KP16.9/24.3
EA 229100

Located at the interchange of Interstate 680 (Kilometer Post 32.5/35.8) and
State Route 4 (Kilometer Post R16.9/24.3)

Initial Study with Negative Declaration / Environmental Assessment with Finding of No Significant Impact

Submitted Pursuant to: (State) Division 13, California Public Resources Code
(Federal) 42 USC 4332(2)(C)

THE STATE OF CALIFORNIA
Department of Transportation and
CONTRA COSTA TRANSPORTATION AUTHORITY

11-26-08
Date of Approval

Bijan Sartipi
District Director, District 4
California Department of Transportation

Negative Declaration (ND)

Pursuant to: Division 13, Public Resources Code

Project Description

The proposed project is to construct a phased sequence of improvements to the I-680/SR-4 interchange in Contra Costa County, California, to alleviate operational deficiencies currently experienced through the facility.

The project would consist of five phases of improvements. All phases are included in the MTC's *Transportation 2030 Plan* (MTC 2005). The plan anticipates that Phases 1 and 2 would be operational by 2015 and Phases 3 through 5 would be operational by 2017. Phase 1 would construct a two-lane flyover direct connector from northbound I-680 to westbound SR-4. The existing northbound I-680 to westbound SR-4 loop would be removed. Phase 2 would construct a two-lane connector from eastbound SR-4 to southbound I-680. The current eastbound SR-4 to southbound I-680 diagonal ramp would be removed. Both Phases 1 and 2 would provide new direct local access to and from I-680.

Phase 3 would add a new lane to the median in both the eastbound and westbound directions of SR-4 within the project limits to provide additional weaving capacity. Phase 4 would replace the southbound I-680 to eastbound SR-4 loop ramp with a direct connector and remove the existing southbound I-680 to eastbound SR-4 loop ramp. It would also construct an auxiliary lane on eastbound SR-4 from the connector to the Solano Way off-ramp. Phase 5 would replace the existing one-lane northbound I-680 to eastbound SR-4 diagonal ramp with a slightly relocated two-lane diagonal ramp, replace the westbound SR-4 to northbound I-680 diagonal ramp with a two-lane diagonal connector, and widen the westbound SR-4 to southbound I-680 loop ramp from a single lane to two lanes.

Determination

The Department has prepared an Initial Study for this project, and following public review, has determined from this study that the proposed project would not have a significant impact on the environment for the following reasons:

The proposed project would have no effect on Agricultural Resources, Cultural Resources, Land Use and Planning, Mineral Resources, Public Services, and Recreation.

In addition, the proposed project would have no significant effect on Air Quality, Hazards and Hazardous Materials, Transportation and Traffic, and Utility and Service Systems.

The proposed project would have no significantly adverse effect on Aesthetics (including the appearance of new soundwalls and tree removal), Biological Resources (including wetlands and fisheries), Geology and Soils, Hydrology and Water Quality, Flood Risk, Noise, and Population and Housing because the following mitigation measures would reduce potential effects to insignificance:

- Aesthetics: Landscape planning and subsequent landscaping would be incorporated into the project design, including the placement of trees, shrubs, and groundcover within the project right-of-way. Landscaping would be provided on Pacheco Boulevard in the vicinity of the intersection with the proposed slip ramps, pending a maintenance agreement between the local entity and the State. Soundwalls and retaining walls would be aesthetically treated with color, texture and patterns to help the walls blend into the environment and provide visual unity for the corridor. Soundwalls could be treated with vine plantings to reduce glare and graffiti and to enhance aesthetics. Aesthetic wall treatments would be similar to existing walls within the highway corridors. The design and aesthetic treatment of the overhead freeway structure (including the flyover and its ramps, columns, walls, etc.) shall be determined with input from public outreach meeting(s) to be held during the design phase of the project.

- Biological Resources: The total wetland permanent impacts are relatively small and would be mitigated. Wetlands and waters of the United States outside of the construction zone but on the border or nearby would be fenced off and designated for avoidance. Work within Grayson and Walnut Creeks would be restricted to the seasonal work period specified in regulatory permits for the project to avoid potential impacts to the Central Valley evolutionarily significant unit (ESU) steelhead and chinook salmon. Work within a given area of the creeks shall be limited to a single work window to avoid long-term effects. Work should occur only in a dry channel. If work in a live stream is necessary, the construction work space would be isolated from flowing water, shall not dewater the entire stream,

and would allow fish passage through the project area. On-site mitigation opportunities for permanent, unavoidable wetland fill are limited, but off-site conservation banks and in-lieu fees are identified that may provide compensatory mitigation.

- Geology and Soils: Geotechnical and foundation studies would be performed for the final design, and the recommendations would be incorporated into the project plans. Project structures would be designed for seismic loading identified in the geotechnical studies.

- Water Quality: Construction requirements for water quality are the conditions of the National Pollutant Discharge Elimination System (NPDES) permit, other planning agreements, and the county storm water management programs. A Storm Water Pollution Prevention Plan (SWPPP) would be developed and approved for this project and applied to project construction. The SWPPP would include best management practices (BMPs) for erosion and runoff controls, which would be incorporated into the project design and operations controls prior to project construction. Long-term mitigation would meet NPDES discharge requirements for permanent Design Pollution Prevention BMPs for soil stabilization and storm water runoff treatment.

- Flood Risk: Existing flood risk would not be substantially changed by the project, and design measures can be incorporated to reduce the profile of the structure with respect to water passage.

- Noise: Soundwalls would be constructed to mitigate for long-term noise impacts. Construction contract requirements would include work restrictions.

- Population and Housing: Relocation assistance, including finding and obtaining replacement housing, relocation and business impact payments, and relocation services and counseling would be provided to eligible persons and businesses in accordance with the Federal Uniform Relocation Assistance and Real Properties Acquisition Policies Act, as amended.

- Transportation and Traffic: Contractor requirements would include measures to avoid and minimize regional and local traffic disruption through notification of upcoming work and posting of detour or closure plans.

11-26-08

Bijan Sartipi
District Director, District 4
California Department of Transportation

Date

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FINDING OF NO SIGNIFICANT IMPACT

for
I-680 and State Route 4 Interchange Improvement Project

The California Department of Transportation (Caltrans) has determined that the build alternative of the Interstate 680/State Route 4 Interchange Improvement Project will have no significant impact on the human environment. This FONSI is based on the attached Environmental Assessment (EA), dated November 2008, which has been independently evaluated by Caltrans and determined to adequately and accurately discuss the need, environmental issues, and impacts of the proposed project and appropriate mitigation measures. The EA provides sufficient evidence and analysis for determining that an Environmental Impact Statement is not required. Caltrans takes full responsibility for the accuracy, scope, and content of the attached EA.

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been carried-out by Caltrans under its assumption or responsibility pursuant to 23 U.S.C.327.

11-26-08
Date

Bijan Sartipi
Caltrans District 4 Director

NEPA/CEQA RE-VALIDATION FORM

DIST-CO-RTE: 04-CC-4/680
PM/PM: 680 PM 20.2/22.2; 4 PM R10.5/R15.1
EA or Fed-Aid Project No.: EA 04-229141
Other Project No. (specify): Project ID – 0420000156
Project Title: I-680/SR 4 Interchange – Phases 1, 2A and 4
Environmental Approval Type: IS/EA
Date Approved: 11/26/2008
Reason for Consultation (23 CFR 771.129), check one: ☐ Project proceeding to next major federal approval ☒ Change in scope, setting, effects, mitigation measures, requirements ☐ 3-year timeline (EIS only) ☐ **N/A** (Re-Validation for CEQA only)
Description of Changed Conditions: *I-680/SR 4 Interchange Project – Phase 1, 2A, 4 (Project) is amended to include additional improvements identified during the 65%design phase, such as trash capture, revisions to truss signs, lane restriping. See attached continuation sheets for further details.*

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: (*Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.*)

☐ **The original environmental document or CE remains valid. No further documentation will be prepared.**

☒ **The original environmental document or CE is in need of updating; further documentation has been prepared and ☐ is included on the continuation sheet(s) or ☒ is attached. With this additional documentation, the original ED or CE remains valid.**

Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No

☐ **The original document or CE is no longer valid.**

Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No

Supplemental environmental document is needed. ☐ Yes ☐ No

New environmental document is needed. ☐ Yes ☐ No (If "Yes," specify type:)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Signature: Environmental Branch Chief	Date: 8/17/2023
Signature: Project Manager/DLAE	Date: 8/17/2023

NEPA/CEQA RE-VALIDATION FORM

CEQA CONCLUSION (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (*Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.*)

☐ **Original document remains valid. No further documentation is necessary.**

☒ **Only minor technical changes or additions to the previous document are necessary.**
☐ **An addendum has been or will be prepared and is ☒ included on the continuation sheets or ☐ will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)**

☐ **Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)**

☐ **Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162)**
(Specify type of subsequent document, e.g., Subsequent FEIR):

☐ **The CE is no longer valid. New CE is needed. ☐ Yes ☐ No**

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

Signature: Environmental Branch Chief	Date 8/17/2023
Signature: Project Manager/DLAE	Date 8/17/2023

CONTINUATION SHEET(S)

Changes in project design, e.g., scope change; a new alternative; change in project alignment.

In 2008, Caltrans adopted an Initial Study/Environmental Assessment for the I-680/SR4 Interchange Project. The improvements were proposed to be implemented over five phases. Each phase could be independently constructed and provide incremental benefits in meeting the overall project goal to improve operational efficiencies and traffic flow, address safety concerns associated with the existing interchange configuration, and accommodate existing and planned growth (see **Attachment 1**, and **Attachment 2**).

Prior to this Re-Validation, Phase 3 of the Project was implemented as the first construction phase. A Re-Validation was prepared in 2018 for phase 3 with supporting technical addenda and determined the original environmental document (ED) remained valid. Subsequently, Phase 3 improvements have been constructed. CCTA and Caltrans now propose to construct Phases 1, 2A (the initial part of the Phase 2 work), and 4. The project will move forward construction of Phase 2A as a subset of the improvements analyzed as Phase 2 of the project.

Phase 2A (portion of Phase 2 identified in the original ED)

- Widen diagonal ramp from EB SR 4 to SB I-680 from 1 to 2 lanes. Widen portion of loop ramp from WB SR 4 to SB I-680 from 1 to 2 lanes. This will require widening of existing bridge over Grayson Creek Bridge.
- Install ramp metering facility for SB I-680 on-ramp

The following elements of the original Phase 2 project are not being implemented at this time:

- Construction of EB SR 4 to SB I-680 ramp with auxiliary lanes from Morello Avenue on-ramp to the connector and from the connector to the Concord Avenue off-ramp
- Extension of existing auxiliary lane from Muir Road/Pacheco Boulevard to intersection to EB SR 4 on-ramp and the EB SR 4 to NB I-680 loop ramp.
- Construction of a slip ramp from NB I-680 to Pacheco Boulevard

As the proposed project has moved into 65% detail design for construction, the current design of the proposed project includes additional detail. The 2008 IS/EA did not include structures aesthetic guidelines for overhead sign structures. The truss design of the Versatile Sign Structures will contrast with the arched steel tube theme that is present in the I-680 corridor. To minimize the visual effects of the contrasting structures, the project Versatile Sign Structures will be finished in a green color to match the green finish of the existing tubular steel sign supports in the corridor. Additionally, trash capture devices will be implemented for the project.

However, the scope of the proposed improvements is consistent with the original ED, no new alternatives have been identified, and no change in the project alignment or footprint has occurred.

Changes in environmental setting, e.g., new development affecting traffic or air quality.

There has been no major change in environmental setting since the 2008 IS/EA, as the project area and surroundings were fully developed in 2008 and the land uses and development remain surrounding the interchange area have remained unchanged in any significant manner.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

As analyzed in the 2018 Re-Validation and continues to be the case in 2023, there are no new cultural resources identified in the project area, and no new hazardous sites that pose an environmental risk to the project. Since the original IS/EA, previously unstudied biological resources were evaluated, including the Western Pond Turtle (candidate for listing) and the previously unlisted California Tiger Salamander.

Following adoption of the IS/EA, Caltrans updated the requirements for assessing and remediating barriers to fish passage at stream crossings, requiring fish passage issues to be assessed for any roadway stream crossing that would be repaired or replaced. To this end, a Fish Passage Incidental Report was prepared for the project in September 2014. This Fish Passage Incidental Report found that both Walnut Creek and Grayson Creek each have barriers to limit fish passage to the project area during low-flow periods, but that during higher flow periods, water depths would be sufficient for adult salmonids to travel upstream of these barriers. An updated species database list was compiled for the Natural Environment Study (NES) for the 2023 Re-Validation document.

Since the IS/EA, the EPA revised the primary annual PM 2.5 standard from 15 µg/m3 to 12 µg/m3. However, the IS/EA was a joint CEQA/NEPA document which already analyzed the 12 µg/m3 standard to meet State Air Quality requirements. In 2011, Caltrans adopted a new Traffic Noise Analysis Protocol (TNAP), replacing the protocol under which the noise study in the previous IS/EA was conducted. To this end, a new Noise Study Report and Noise Abatement Decision Report consistent with the 2011 TNAP were prepared as part of this revalidation.

Additionally, in 2014, the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the California State Historic Preservation Officer (SHPO), and the California Department of Transportation (Caltrans) signed a new Programmatic Agreement (PA) regarding compliance with Section 106 of the National Historic Preservation Act. Caltrans, in accordance with this PA and its NEPA delegation responsibilities, made a Finding of No Historic Properties Affected for the project.

There has been no major change in law or regulation other than those noted above that are applicable to the project. The updated technical reports have identified no changes in regulations.

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

Analysis has been conducted to determine if the current design of Phases 1, 2A, and 4 would result in new types of impact or change the magnitude of an impact already identified. The results of this analysis are summarized below.

Air Quality

An updated Air Quality Report was prepared in January 2023, and concluded implementation of Phase 1, 2A, and 4 Project would not result in any new impacts, and as such the conclusions made in the IS/EA related air quality remain unchanged (see **Attachment 3**). Construction activities are short-term, and thus the greenhouse gas (GHG) emissions resulting from construction activities would not result in long-term adverse effects. Implementation of Caltrans Standard Specifications, such as complying with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the contractor and the use of construction best management practices, would result in reducing GHG emissions from construction activities. The Project has also been found to not generate an increase in operational GHG emissions. this project is not considered to be a Project of Air Quality Concern (POAQC) for particulate matter PM_{10} and $PM_{2.5}$. Interagency consultation occurred and concurrence that the project is not a POAQC was received on July, 14, 2023. The Phase 1, 2A, and 4 Project is currently undergoing review by the Federal Highway Administration (FHWA) for Air Quality Conformity which is expected to be finalized prior to completing 100% PS&E.

Biology

An update of the previous Natural Environment Study (NES) was prepared in August 2023 to evaluate any new potential effects to biological resources including waters of the US and wetlands in the project vicinity (see **Attachment 4c**).The NES Update was informed by a separate Jurisdictional Report for the Phase 1, 2A, and 4 Project. The Update and associated reports found that as a result of the Phase 3 Project design modifications, the disturbed acreage of wetlands increased slightly, from 0.023 acres to 2.112 acres. However, the significance conclusions in the IS/EA relating to wetlands and waters of the US, and all other biological resources, remain unchanged.

Hydraulics

An updated Location Hydraulic Study was prepared in June 2023, and concluded there would be sufficient freeboard under the Walnut Creek and Grayson Creek bridges (the former being raised and replaced as part of the modified Phase 3 Project) such that there would be no new or adverse floodplain effects or need for additional mitigation measures beyond those identified in the previous IS/EA.

Cultural Resources

The original IS/EA proposed to widen the existing Grayson Creek Bridge under Phase 2A. The reconstructed bridge would be 8 feet higher than the existing bridge so as to provide adequate floodway clearance. As discussed in the Historic Property Survey Report approved in November 2023, the increase in elevation of Grayson Creek Bridge would not result in any new impacts related to cultural or aesthetic resources and the conclusions in the IS/EA remain unchanged (see **Attachment 5a**).

Hazardous Waste

An updated Initial Site Assessment was approved in March 2022. The Updated Initial Site Assessment concluded a Preliminary Site Investigation of the environmental study limits would

be required to evaluate potential contaminants of concern in soil, groundwater, and building materials, which is consistent with the original IS/EA determination (see **Attachment 6**). As such, the conclusions made in the IS/EA related to hazards remain unchanged.

Water Quality

An Addendum to the Water Quality Report was prepared for the project in February 2023 and found that the conclusions of the IS/EA relating to water quality remain unchanged (see **Attachment 4d**).

Noise

An updated Noise Study Report, Noise Abatement Decision Report, Vibration Report were approved May 2023, and concluded construction noise and vibration minimization measures would be required (see **Attachment 7a**), which are consistent with measures identified in the Phase 3 Project Re-Validation document. As such, the conclusions in the IS/EA related to noise remain unchanged.

Landscape/Visual

An updated Visual Resource Evaluation and Visual Impact Assessment was approved July 2023. Two soundwalls, and one retaining wall have been omitted from the project as analyzed in the 2008 IS/EA, reducing visual impacts to motorists on SR-4, and highway neighbors. The Phase 1, 2A, and 4 Project will add twelve overhead signs on I-680. The 2005 Visual Impact Report did not include structures aesthetic guidelines for overhead sign structures. The truss design of the Versatile Sign Structures will contrast with the arched steel tube theme within the visual corridor. To minimize the visual impacts of the contrasting structures, the project Versatile Sign Structures will be finished in a green color to match the green finish of the existing tubular steel sign supports in the corridor (see **Attachment 8**).

Traffic

An updated Traffic Operations Analysis Report was prepared November 2023, and confirmed the improvements are expected to decrease overall travel time and vehicle delay, and improve speeds through the corridor. As such the conclusions made in the IS/EA related to traffic would remain unchanged (see **Attachment 9**).

Section 4(F)

No new parks, recreational areas, or wildlife refuges have been identified in the project area. As such, the conclusions related to Section 4(f) remain unchanged.

Farmland

No new Prime Farmland, Farmland of Statewide Importance, or Unique Farmland has been identified in the project area, therefore the conclusions in the IS/EA relating to farmlands remain unchanged.

Utility

The proposed Phase 1, 2A, and 4 Project design modifications necessitate the replacement and relocation of some utilities. Utility relocations were identified and anticipated in the 2008 EA and the utility relocations associated with Phases 1, 2A and 4 would be similar and consistent with the utility relocations envisioned under the original IS/EA.

Community Impact Assessment (CIA)

The approved IS/EA concluded through an analysis of the socioeconomic and demographic characteristics of the study area that no low-income or minority communities would be impacted disproportionately by the project. The revised Community Impact Report, prepared July 2023, concluded the proposed project would not result in any effects that would impact underserved and/or disadvantaged communities in the immediate area surrounding the Study Area. The proposed project would not alter demographics or communities surrounding the project area and no new mitigation measures would be required (see **Attachment 10**). These findings are consistent with those in the original IS/EA.

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Based on the updated analysis summarized above and contained in the attachments noted, the Phase 1, 2A, and 4 Project is not expected to result in any new environmental impacts beyond those previously analyzed in the 2008 IS/EA. However, as a result of increased design detail and analysis, more tailored avoidance and minimization measures have been proposed and are contained in an updated environmental commitments record (ECR).

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

The Phase 1, 2A, and 4 Project is not expected to result in any new environmental impacts beyond those previously analyzed in the IS/EA.

However, additional temporary impacts would result from the installation of bridge pilings in Walnut Creek and Grayson Creek channels and widening of bridges and roadways over the Walnut Creek and Grayson Creek channels and Buchanan Channel. No net loss of aquatic resources would still be achieved through impact avoidance, minimization, and/or compensatory mitigation. The CCTA and Caltrans would restore portions of the flood channel that are temporarily disturbed by cofferdam construction to original grade and pre-construction conditions following construction so that no permanent impacts would result.

Since the IS/EA, Caltrans has adopted a new database to store environmental commitments for all projects. An updated ECR is attached with all previously and newly proposed environmental commitments (see **Attachment 9**).

Attachments

1. Location Map
2. Project Plans

Technical Studies Prepared for the Revalidation

3. Air Quality Report and related documentation
    a. Public Notice for Air Quality Conformity and FHWA Determination
4. Biological Resources Reports
    a. Draft Aquatic Resources Delineation Report
    b. California Red-legged Frog Site Assessment Memorandum
    c. Draft Natural Environmental Study
    d. Draft Water Quality Assessment Report
5. Cultural Reports
    a. Supplemental Historic Property Survey Report
    b. HRER
    c. Section 106 Close Out Memo
6. Initial Site Assessment Update
7. Noise Reports
    a. Noise Study Report
    b. Vibration Memorandum
    c. Noise Abatement Decision Report
8. Visual Impact Assessment
9. Traffic Operations Analysis Report
10. Community Impact Assessment
11. Environmental Commitments Record

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1466 **Agenda Date:** 4/14/2026 **Agenda #:** D.3.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Hearing to receive the Human Resources Department's Annual Report regarding vacancies, and recruitment and retention efforts in compliance with Assembly Bill ("AB") 2561

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
OPEN the public hearing to receive the Human Resources Department's Annual Report regarding vacancies, and recruitment and retention efforts in compliance with Assembly Bill ("AB") 2561, as of April 2026.
RECEIVE testimony and CLOSE the public hearing.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
On September 22, 2024, Governor Newsom signed Assembly Bill 2561 into law which added Government Code Section 3502.3 to the Meyers-Milias-Brown Act and created a new obligation for public agencies.

Effective January 1, 2025, AB-2561 requires public agencies to present the status of vacancies, and recruitment and retention efforts at a public hearing at least once per fiscal year and entitle the recognized employee organizations to present at the hearing.

The law also requires the public agency to report whether the job vacancy rate within a single bargaining unit meets or exceeds 20 percent of the total number of authorized full-time positions. The results of the annual vacancy rate reporting confirm that Contra Costa County does not meet or exceed the 20 percent vacancy threshold for any bargaining units.

Filling vacant positions is a high priority for the County, resulting in decreasing vacancy rates. The current countywide vacancy rate is 11% as of April 2026. Recruitment initiatives focus on continuing to lower the average time to hire and expanding visibility and outreach in the Bay Area and surrounding areas. Retention efforts include providing programs and services such as low-cost medical insurance options, a variety of benefit offerings, pension and 457(b) retirement programs, flexible schedules, remote work options, internal promotional and career growth opportunities as well as strengthening the market position of County salaries.

On April 6, 2026, all unions/associations representing County employees were provided with notice of the hearing and their opportunity to present.

CONSEQUENCE OF NEGATIVE ACTION:
If the County does not hold a public hearing to address vacancies, recruitment, and retention it would result in non-compliance with the requirements of AB 2561.

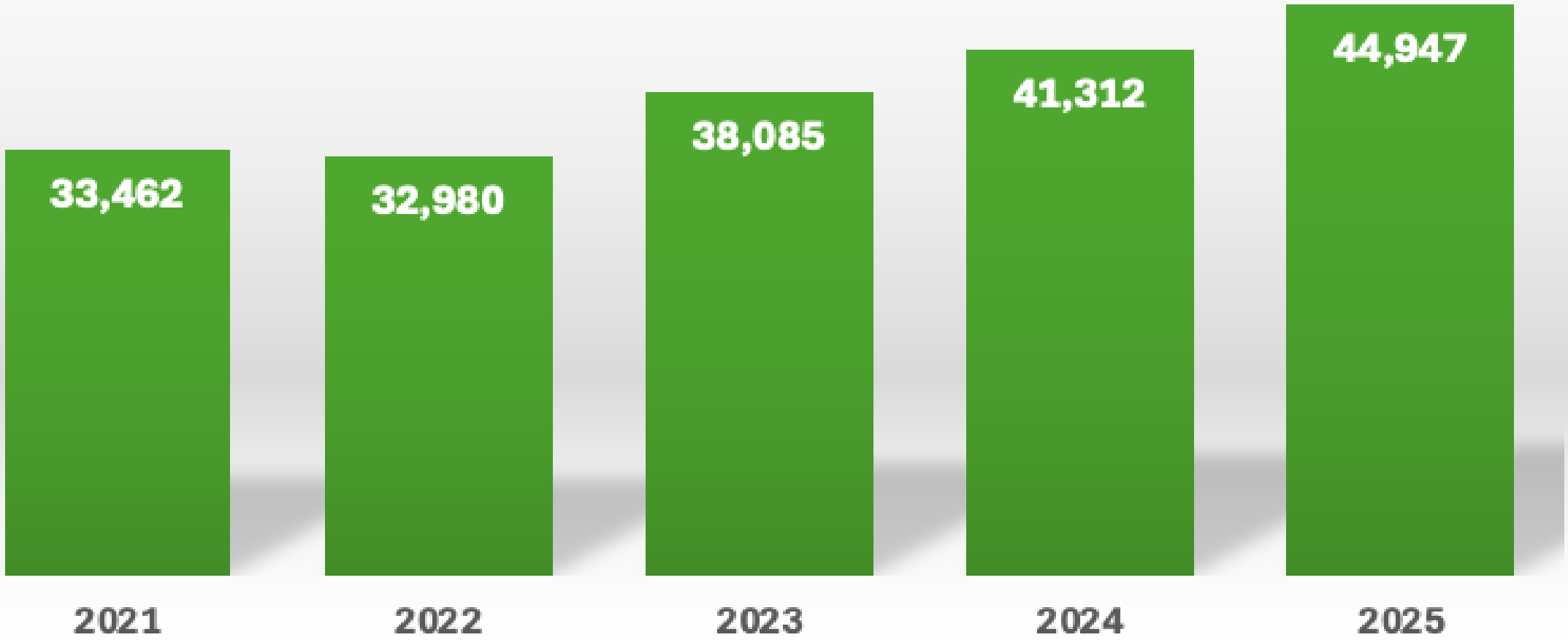
AB 2561 Reporting Vacancies, Recruitment, and Retention

Ann Elliott, Director of Human Resources
April 14, 2026

Current Vacancies By Bargaining Unit

Bargaining Unit	% Vacant	% Filled	Vacant Position	Filled Position	Total Authorized
AFSCME, Local 1	13.62	86.37	83	526	609
AFSCME, Local 2700	9.19	90.80	157	1550	1707
AFSCME, Local 512	8.74	91.25	23	240	263
CCC Defenders Association	1.70	98.29	2	115	117
California Nurses Association	6.28	93.71	58	865	923
DA Investigators Association	4.34	95.65	1	22	23
Deputy District Attorney Assoc	0.92	99.07	1	107	108
Deputy Sheriff's Association	12.64	87.35	155	1071	1226
IAFF, Local 1230	7.44	92.55	40	497	537
IFPTE, Local 21	13.92	86.07	239	1477	1716
Phys & Dentists Org of CC	13.46	86.53	40	257	297
SEIU, Local 1021	13.05	86.94	132	879	1011
Teamsters, Local 856	12.94	87.05	316	2126	2442
United Chief Officers Assoc	0.00	100.00	0	19	19
Western Council of Engineers	7.40	92.59	2	25	27

Applications



Time to Hire

Year	2021	2022	2023	2024	2025
Days	199	158	134	113	115

Average Days to Hire

Hiring 2021 - 2025

Year	2021	2022	2023	2024	2025
Hires	2597	2561	2339	2099	2094
Avg/Mon	216	213	195	175	174

On average over 100 jobs posted at all times

2025 Promotions & Career Advancement

Promotions	329
Deep Class Reassignments	167
Flexibly Staffed Series Promotions	349
TOTAL	845

Updating Recruitment Policies and Practices

Developing applicant education materials to support a successful experience
Reviewing job descriptions to determine if a driver's license is required to increase the number of qualified candidates
Partnering with consultant CPS HR to review hiring practices and opportunities for enhancement
Implementing new workflow tool to enhance partnership, transparency, and communication with hiring departments

Hiring Initiatives

- Expanding job posting options like billboards and additional social media locations
- Establishing a cadence with departments using continuous recruitments to refresh eligible lists
- Implementation of HollyGov system to streamline data gathering and analysis for classification and compensation studies to ensure a strong position in the Bay Area



Talent Development & Retention with POD

The **Professional and Organization Development** (POD) Team, within the Talent and Development Division, equips employees at every level with the skills, confidence, and connection they need to grow—and stay—with Contra Costa County.

73% stay longer with learning opportunities

The majority of US employees in 2025 said stronger learning and development opportunities would make them stay longer at their current organization.

65% would stay if development opportunities were granted

Two-thirds of US employees in 2025 said they would stay with an organization if training opportunities were granted.

Source: TalentLMS, 2026

Continued Training Efforts

So far, in 2026:

- **10** countywide live learning sessions, **935** staff registered
- **80** participants joined the 8th cohort of Leadership Launchpad manager/supervisor learning series
- **12** active coaching clients focusing on enhancing their success at CCC
- **10** active team development projects focusing on building an engaged, productive team culture

Upcoming in 2026:

- 29 live learning sessions
- Cohort 9 of Leadership Launchpad
- Future leaders self-paced development program
- Performance management system implementation with technical and philosophical training

In their own words:

"The 2026 Manager Retreat was the most fun, engaging, and informative County training I've ever attended in my 20 years here. I feel more connected beyond my team AND department."

"I love POD trainings! They help me reconnect with the human element of my work. I believe that growing as a person allows me to contribute to a more positive work environment and better serve the community."

Recruitment & Retention Highlights

- Progressive culture celebrating diversity, equity, inclusion, and access
- 457(b) Deferred Compensation plan, including County contributions
    - Generous holiday and leave accrual plans
    - CCCERA Pension plan
        - Wide variety of benefits options
        - Remote work opportunities

Retention – Years of County Service

Years	Employee Count
0 to 5 years	4340
6 to 10 years	2324
11 to 15 years	1503
16 to 20 years	881
21 to 25 years	671
26 to 30 years	381
31+ years	179

Valuing Employees

- Training for managers and supervisors to support their teams and create positive work environments
- Training for leaders to foster a culture of continuous feedback and build meaningful employee recognition programs
- Providing pathways for career advancement and awareness of available opportunities

Thank you

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1467 **Agenda Date:** 4/14/2026 **Agenda #:** D.4.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: CONSIDER receiving the 2025 District Attorney's Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONSIDER receiving the 2025 District Attorney's Annual Report.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The District Attorney's Annual Report provides a comprehensive overview of the Office's work in 2025, highlighting notable achievements, key case outcomes, and progress on the priorities that matter most to the communities we serve. By showcasing measurable results and successful initiatives, the report reflects the District Attorney's ongoing commitment to promoting community safety and enhancing access to justice in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:
The Board would not receive the report.

Contra Costa District Attorney's Office

2025 ANNUAL REPORT

Diana Becton



CONTRA COSTA COUNTY DISTRICT ATTORNEY'S OFFICE
2026 ANNUAL REPORT

Diana Becton
District Attorney

Content Group

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Simon O'Connell	Editing & Additional Writing
Arnold Threets	Editing
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Simon O'Connell	Data Coordination
Nicole Afloabi	Felony & Misdemeanor Data
Janet Wright	NRP Data
Jackie Vizcarrondo	Victim-Witness Data
Jasmine Cuenco	LEIFI Data
John Zhu	Staffing & Revenue Data

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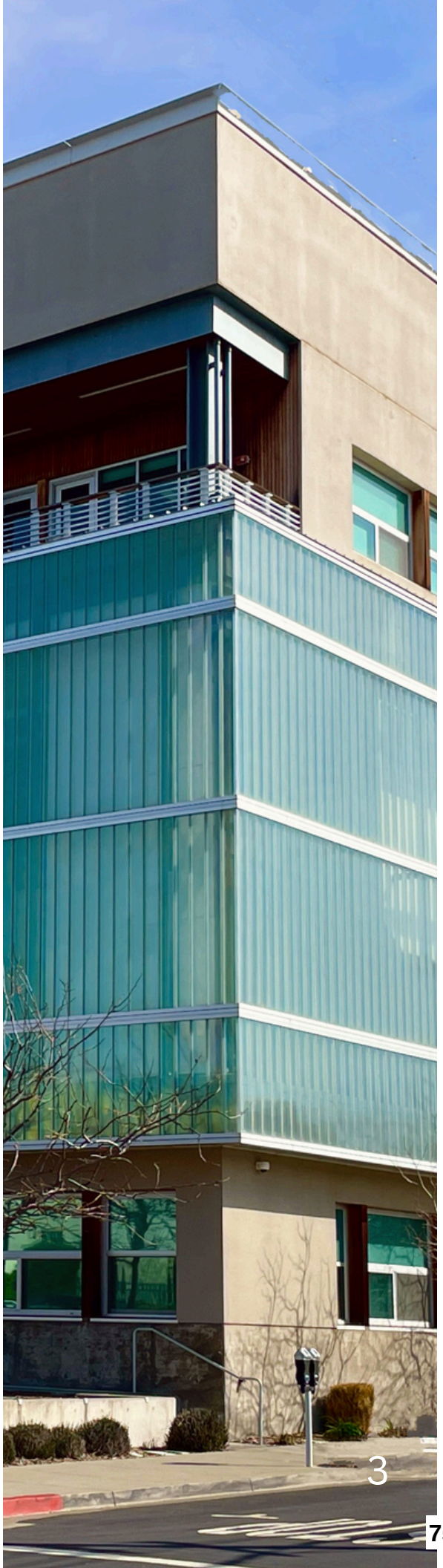
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CONTRA COSTA DISTRICT ATTORNEY'S EXECUTIVE **TEAM**



Diana Becton
District Attorney

- Appointed in 2017
- Elected in 2018
- Elected in 2022



Aron DeFerrari
Assistant District Attorney

- Vertical Units Supervision
- Victim-Witness Unit Supervision



Simon O'Connell
Chief Assistant District Attorney

- Supervisor of day-to-day criminal prosecution operations



Arnold Threets
Chief of Inspectors

- Sworn personnel and investigations



Ryan Wagner
Assistant District Attorney

- Recruitment and hiring of legal staff
- Supervisor of Advanced Litigation Unit



Monica Carlisle
Chief of Administrative Services

- Budget and personnel

DISTRICT ATTORNEY DIANA BECTON

MESSAGE



A PRACTICAL PATH TO JUSTICE WITH SOLUTIONS THAT DELIVER

It is a great honor to serve the people of this great county as your District Attorney. Together, we are making meaningful progress with a sharp focus on public safety, pragmatic solutions, and alternatives to a one-size-fits-all criminal justice system.

As District Attorney, I've led the office with a vision grounded in fairness, equity, and accountability – values that guide our work in service of the community.

Since 2018, my team and I have implemented forward-thinking programs and policies that center on public safety, promote justice, and protect victims' rights. We have advanced comprehensive reforms that reflect the evolving understanding of justice, expanding diversion opportunities while developing robust data-driven practices that inform our decision-making.

Central to our approach has been prioritizing victim-centered practices that ensure those harmed by crime receive the support, resources, and justice they deserve. Every decision is guided by accountability, public trust, and community safety, with data and evidence serving as the foundation for our strategic initiatives.

We have strengthened partnerships with law enforcement agencies, public officials, and community organizations to ensure public safety efforts are both effective and equitable. The professionalism and tireless commitment of our Deputy District Attorneys, Investigators, Victim Advocates, and Support Staff make this great work possible.

In this annual report, you'll see the results of that work in some of the following areas:

- Prosecuting serious and violent felonies and misdemeanors
- Implementing restorative justice programs for young people and adults
- Resolving cold cases – including unsolved homicides
- Creating prosecutorial units focused on community violence, retail crime, hate crimes, human trafficking, and public integrity
- Establishing an analytics team to identify crime trends, improve case outcomes, and allocate resources for more efficient crime prevention

The path to improving public safety is challenging, filled with setbacks, resistance, and obstacles. But despite these challenges, we've made real progress building a smarter, more effective justice system with solutions that work.

This is the kind of progress that moves beyond the status quo, toward a more just and safe community for all. Thank you for your continued trust.

Diana Becton
District Attorney
Contra Costa County

FACES BEHIND THE WORK

2025













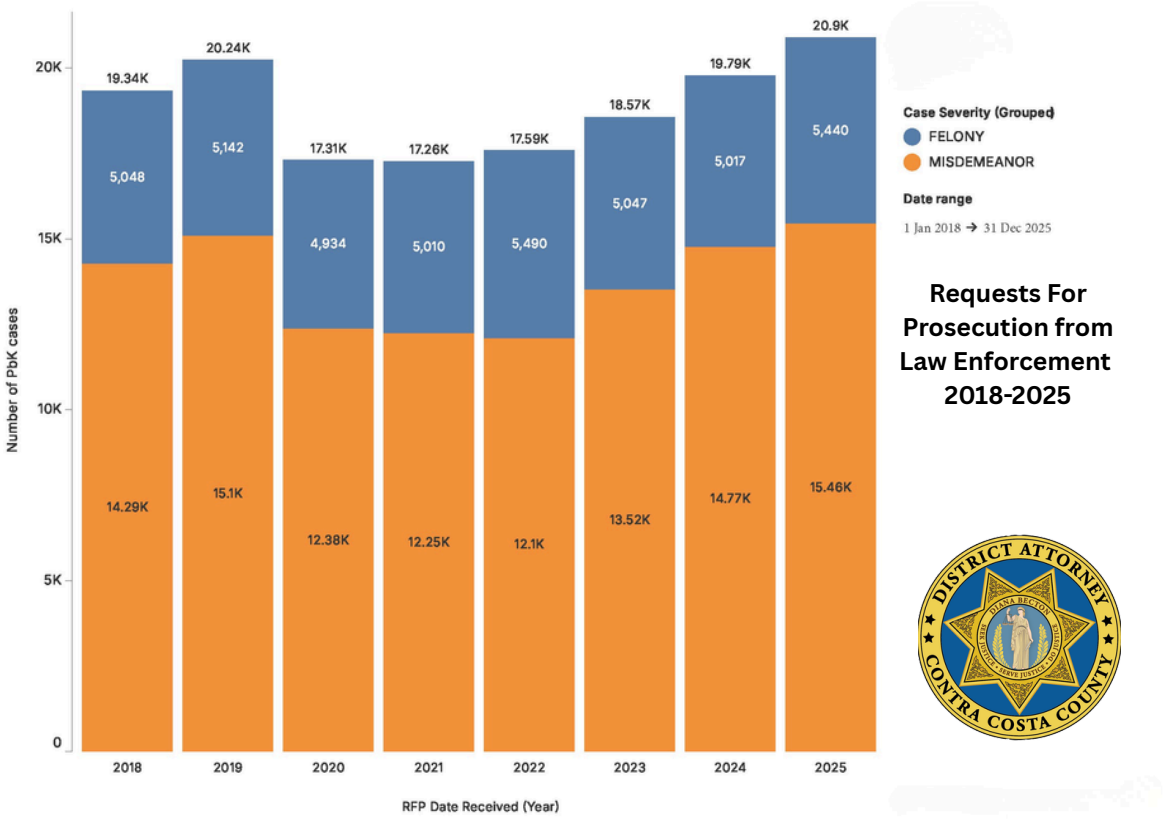




CRIMINAL PROSECUTIONS

FELONIES AND MISDEMEANORS 2017-2025

While public narratives often treat crime as a single issue, it actually encompasses a wide range of different offenses with distinct characteristics. The Contra Costa County District Attorney's Office receives more misdemeanor than felony referrals from law enforcement annually. Misdemeanors involve violations like petty theft, DUI, and vandalism, punishable by up to one year in jail, fines, and probation. Felonies represent the most serious violations, including violent acts like homicide and armed assault, as well as major non-violent crimes such as fraud and drug distribution, carrying substantial prison terms and significant financial penalties.



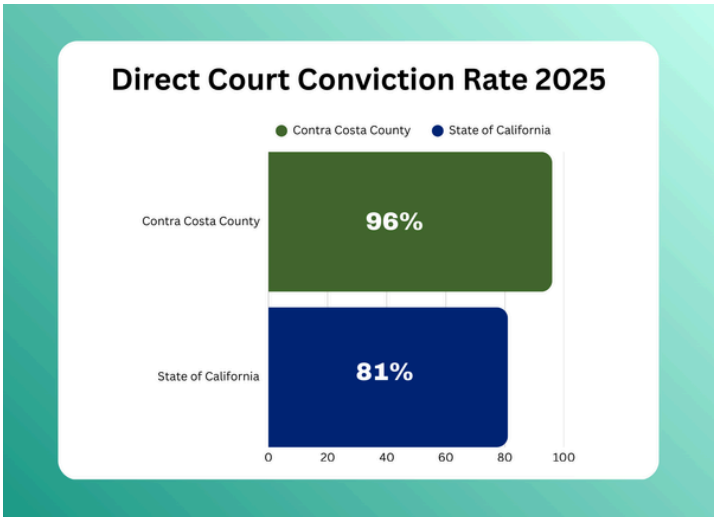
Requests For Prosecution from Law Enforcement 2018-2025

2025 CRIMINAL PROSECUTION FILING PERCENTAGES

Offense	Submitted	Filed	% Filed
Murder (PC 187)	30	27	90%
Robbery (PC 211)	447	351	78%
DUI (VC 23152)	3240	2668	82%
Reckless Evading (VC 2800.2)	231	195	84%

UNIT HIGHLIGHTS

The Direct Court Unit prosecutes serious felony cases across Contra Costa County's three criminal courthouses in Martinez, Pittsburg, and Richmond, handling all phases from initial hearings through trial. This geographic approach fosters strong relationships with local law enforcement, courts, and communities while maintaining consistent countywide standards of justice.



Results

Over the past year, the Direct Court Unit tried 26 felony cases, securing guilty verdicts in 25—**a 96% conviction rate that exceeds the statewide rate of 81% by 15%.**



Notable Cases

- **People v. Kenneth McIsaac** – On March 27th, a jury convicted McIsaac of residential robbery and kidnapping for ransom after a violent home invasion in Lafayette. He was sentenced to 16 years to life in state prison on October 24th.
- **People v. John Earlywine** – Following a jury trial on July 2nd, Earlywine was found guilty of reckless evasion and vehicle theft involving a stolen motorcycle in Antioch. He was sentenced to two years in state prison.
- **People v. Antonio Alaniz** – A jury convicted Alaniz on July 22nd of repeat theft for shoplifting at Macy's in Concord's Sun Valley Mall. This was the first felony Proposition 36 trial in Contra Costa County, resulting in a two-year state prison sentence.
- **People v. Edgar Lopezperez** – On April 16th, a jury convicted Lopezperez of felony drunk driving causing great bodily injury after a head-on collision in Brentwood that injured two other drivers. He was sentenced to four years and four months in state prison.

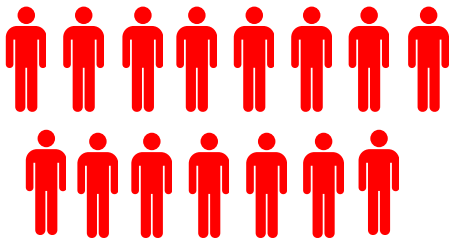
UNIT HIGHLIGHTS

The Homicide Unit is dedicated to prosecuting serious and sensitive criminal cases in Contra Costa County. Prosecutors in this specialized team work closely with law enforcement, forensic experts, and victim families to ensure that every homicide investigation is handled with precision, integrity, and compassion.

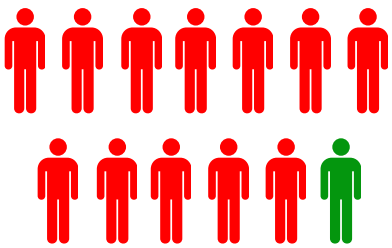
Impact

In 2025, the Homicide Unit continued to deliver strong results in some of the most challenging and emotionally charged cases handled by the District Attorney's Office. Each case represents not only a legal challenge but also a profound human story. Behind each conviction stands months of unwavering resolve and rigorous preparation to ensure that the victim's story – though silenced by violence – is powerfully told in the pursuit of justice.

15 Homicide Trials



12 Guilty of Murder. 1 Not Guilty



2 Guilty of Manslaughter



Notable Cases

- **People v. Phuc Hong Vo**: On May 20th, Phuc Hong Vo of San Pablo was convicted of double homicide and a multiple-victim special circumstance for killing his wife, Tho Ly, and mother-in-law, Que Tran. Living a secret double life with an overseas partner, he disposed of Tran's body in the Oakland Estuary. Ly's body was never found. Vo was sentenced to life without the possibility of parole.
- **People v. Brian Yacopetti:** Brian Yacopetti was convicted of first-degree murder and assault with a firearm, with personal use enhancements, on July 7th, after fatally shooting his ex-girlfriend and wounding her husband during a domestic dispute in Antioch in 2023. A repeat violent offender, he had been on parole for only nine months following a 15-year sentence when he committed the crime. He was sentenced to 125 years to life.
- **People v. Bobby Dee Dozier**: Convicted of first-degree murder with the use of a firearm and other gun-related charges on March 27th, Dozier carried out the shooting of the victim in Richmond during a chance encounter in 2022. He exited his vehicle, ordered the victim to the ground, and then shot him—possibly having mistaken the victim for someone else. He is currently serving 100 years to life.

UNIT HIGHLIGHTS

The Cold Case Unit investigates and prosecutes unsolved homicides and major violent crimes when new evidence, technology, or information emerges. The team partners with law enforcement and criminalists, using advanced forensic tools—including DNA, genetic genealogy, and digital forensics—to resolve long-standing cases.

Impact

The Cold Case Unit delivers long-awaited justice through innovative investigation and advanced forensic analysis, solving cases once thought unsolvable and holding violent offenders accountable regardless of time passed.

In the past year, the unit achieved multiple convictions and resolutions in crimes from the 1990s through early 2000s, demonstrating the transformative power of DNA technology. Each success represents years—often decades—of tireless dedication to justice for victims and families.



Notable Cases

- **People v. Mathew Muller**: Known as the "American Nightmare" kidnapper, Muller pleaded no contest on July 10th in a 2015 San Ramon kidnapping-for-ransom case that went unreported for nearly a decade. In spring 2015, Muller unlawfully held two John Does and one Jane Doe for ransom, forcing one victim to withdraw over $30,000 to secure the release of the others. The crime surfaced only after Muller's 2024 confession, made while serving a 40-year sentence for the kidnapping and rape of Denise Huskins.
- **People v. James Grimsley**: Nearly three decades after the brutal 1990s murder of 28-year-old Terrie Ladwig, a transgender woman in Concord, advanced DNA technology identified Grimsley as the killer. He was convicted of second-degree murder on August 29th and sentenced to 15 years to life, bringing long-overdue justice to a case that had haunted the community for years.
- **People v. Desante Blake**: For the 2007 fatal shooting of Larry Abercrombie Sr. in front of his Pittsburg home, Blake entered a change of plea on September 24th and received a 23-year state prison sentence on multiple charges, including manslaughter and attempted robbery. The nearly two-decade-old case was solved after touch DNA linked Blake to the crime, and the murder weapon was found hidden in a jacket pocket during a 2023 search of his home.

UNIT HIGHLIGHTS

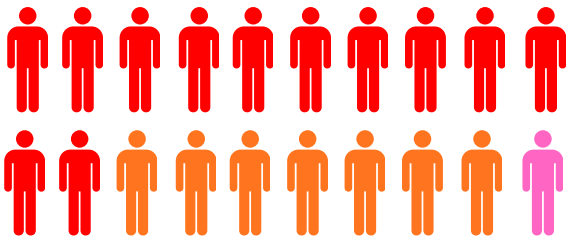
INTERPERSONAL VIOLENCE

The Interpersonal Violence Unit prosecutes and prevents crimes involving intimate partner violence, sexual assault, and elder abuse. Using a trauma-informed approach, the unit works closely with victims, law enforcement, community partners, and victim advocates to ensure victim safety and hold offenders accountable.

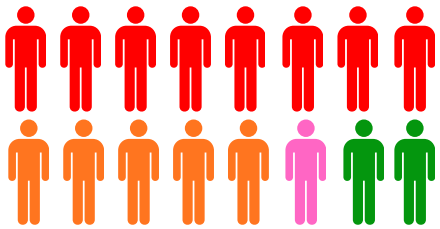
Impact

Through specialized expertise and victim-centered practices, the unit has strengthened community trust in the justice system and improved outcomes for survivors. Beyond prosecution, the unit works to prevent future harm and provide a coordinated systemic response to interpersonal violence.

20 Trials



14 Guilty Convictions. 2 Not Guilty



4 Mistrials

Key: Red = Sexual Assault Unit. Orange = Domestic Violence Unit. Pink = Elder Abuse Unit.

Notable Cases

- **People v. Parks [Domestic Violence]** Parks was tried and convicted of attempted murder with use of a deadly weapon and causing great bodily injury, along with related domestic violence offenses. The case was a defense of a particular vulnerable victim who suffered from extreme socio-economic hardship. Parks was sentenced to 12 years in State Prison.
- **People v. Jorge Silva [Sexual Assault]** Silva was tried and convicted of multiple felonies related to the sexual abuse of three female minors. The convictions stem from a pattern of abuse victimizing three minors that spanned nearly a decade. Silva will be sentenced to multiple life counts in state prison.
- **People v. Matthew Dorsey [Elder Abuse]** Dorsey and fellow assailants committed a string of robberies that violently targeted elderly victims at banks and ATMs. During the course of the coordinated robbery, one elderly victim was tased. Dorsey was tried and convicted by a jury on October 9 of elder abuse and two counts a robbery. He is scheduled to be sentenced in late December.
- **People v. Mosby [Sexual Assault]** On October 17, Nicholas Mosby, a teacher and cheer coach, was convicted by a jury of crimes involving inappropriate touching of multiple Jane Doe victims who were between the ages of 13 and 16 years old.

UNIT HIGHLIGHTS

The Special Operations Division prosecutes complex, non-violent white-collar and public integrity crimes through several specialized units: Auto Fraud, Consumer Protection (civil), Environmental Protection, Real Estate Fraud, Major Financial Crimes, Workers' Compensation Fraud, and Public Integrity.

Impact

The Special Operations Division safeguards public funds by deterring fraud in insurance, real estate, and social safety net programs, and protects community members from corporate misconduct and unfair business practices. Through the Public Integrity Unit it holds public officials accountable and promotes public trust. Beyond criminal prosecution and civil enforcement, the division provides community outreach and prevention training.

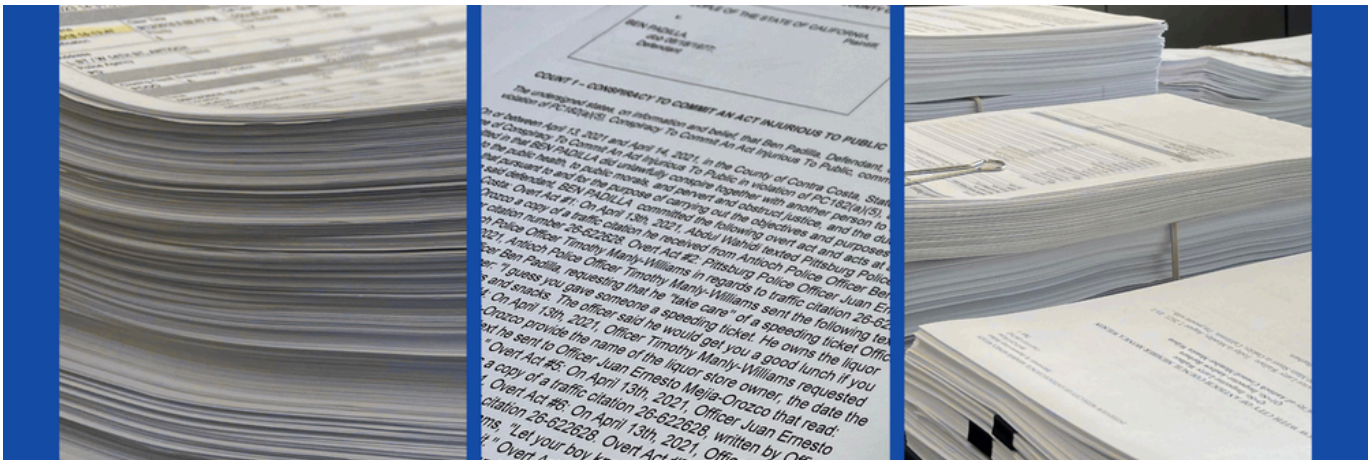


Notable Cases

- **People v. Clark Pet Control, et al** [Environmental Protection] On November 19, the Contra Costa County District Attorney's Office and joining counties secured a $3.15 million settlement with Clark Pest Control, Orkin Services of California, and Crane Pest Control. In addition to the civil penalties and fees, the judgment also requires the companies to comply with a permanent injunction mandating significant operational reforms.
- **People v. Silva, et al** [Workers' Compensation Fraud Division] An investigation into Atlas Paver Company and Centrox Construction uncovered a scheme to conceal nearly all of Atlas' payroll through a shell subcontractor, Centrox, to evade insurance premiums. On October 23, 2025, Atlas' co-owners pled to multiple felonies and received county jail sentences, significant restitution orders, and ongoing quarterly payments. The bookkeeper and Centrox co-owners also entered pleas and received jail time, fines, and professional restrictions.
- **People v. Paul Burnside** [Auto Fraud] Charged in March, over the course of a preceding year, Burnside is alleged to have engaged in a series of auto thefts by way of fraud and burglary. The conduct included fraudulent credit applications, casing of dealerships, and subsequent release of stolen property. After stealing one vehicle, Burnside is alleged to have subsequently engaged in a transaction for a legitimately owned vehicle in exchange for the stolen car.

UNIT HIGHLIGHTS

Public corruption is the abuse of power by government officials for personal gain through illegal activities such as bribery, embezzlement, and fraud. It can occur at any level of government — from local city halls to federal agencies — and can involve elected officials, appointed bureaucrats, and employees with decision-making authority. The Ralph M. Brown Act of 1953 reinforces the public's right to transparent government by requiring that public commissions, boards, councils, and other government bodies hold open and accessible meetings -- except where the Act expressly provides otherwise. Violations of either nature undermine public trust and fall within the investigative purview of the Public Corruption Unit at the District Attorney's Office.



Combating Public Corruption: Strengthening Public Trust Through Accountability

In August 2023, the Contra Costa County District Attorney's Office charged five law enforcement officers from the Antioch and Pittsburg Police Departments with criminal offenses. This was a major step in our effort to fight public corruption and reinforce the integrity of our justice system. The cases were the result of a long investigation with the FBI that started in March 2022. They show our office's commitment to holding public officials accountable, no matter their position or status.

The officers were charged with taking part in a criminal conspiracy. As sworn peace officers, they illegally canceled traffic tickets for friends and associates in exchange for bribes. This kind of misconduct undermines the principle that the law applies equally to everyone.

The Investigation and Evidence

The investigation began on March 22, 2022, when state and federal investigators obtained search warrants for several officers' cell phones. Examining the phones uncovered evidence of wrongdoing, including messages showing the officers had conspired to obstruct justice and to accept bribes. This digital evidence was central to building the cases and revealed the full scope of the criminal scheme.

Working with the FBI allowed our office to access additional resources and expertise that were key to building a strong case. The partnership led to both state and federal charges. One officer, Timothy Manly Williams, also faced a separate federal indictment based on additional violations uncovered during the joint investigation.

A Pattern of Misconduct

The bribery and conspiracy charges were serious, but the investigation uncovered other troubling behavior as well. When investigators reviewed the officers' messages, they found a large number of racist, sexist, and homophobic texts shared among more than a dozen officers.

These messages raised concerns about fairness in hundreds of criminal cases that those officers had worked on. Under California's Racial Justice Act (Penal Code Section 745), the state cannot pursue a conviction or impose a sentence based on a person's race, ethnicity, or national origin. As a result, our office reviewed hundreds of cases to determine whether the officers' bias affected the outcome.

Legal Framework and Charges

The charges filed reflect the seriousness of the officers' alleged actions. Under California Penal Code Section 182(a)(5), conspiring to harm the public is a felony. This recognizes that coordinated wrongdoing causes harm that goes beyond individual victims. The bribery charges, under Penal Code Section 68, address the fact that public officials who accept bribes betray the trust placed in them.

These laws exist to protect public institutions and ensure that people in positions of authority cannot abuse their power for personal gain. The alleged conduct in this case strikes at the heart of equal justice under law, creating a system where favorable treatment could be purchased rather than earned through lawful conduct.

Conclusion

All six cases against Timothy Manly Williams, Calvin Prieto, Adrea Rodriguez, Ben Padilla, and Jean Earnesto Mejia-Orozco ended in guilty pleas. The officers also faced administrative hearings with the City of Antioch, and some lost their law enforcement certifications as a result of their criminal convictions.

"Prosecuting public servants for corruption is never easy, but accountability is essential to maintaining public trust," said District Attorney Diana Becton. "While public corruption cases can be difficult for the affected communities, holding officials accountable ultimately preserves the integrity of our government and helps reinforce the community's faith in justice — which is essential to a functioning democracy."

BUREAU OF INVESTIGATIONS

The Bureau of Investigations is our law enforcement arm, providing crucial investigative support that helps us secure justice.

Across our five county locations, the Bureau of Investigations includes Senior Inspectors—career sworn peace officers serving as the District Attorney's primary criminal investigators—alongside Assistant Investigators and a Program Manager. Working in close partnership with Deputy District Attorneys, our investigative personnel conduct thorough, prosecution-driven investigations across a wide range of critical public safety areas, including domestic violence, elder abuse, homicide, financial crimes, human trafficking, and technology-facilitated offenses.

This collaborative model ensures careful case preparation, victim-centered service, and accountability throughout the criminal justice process.

Attorneys, specializing in a wide array of critical areas, from domestic violence and elder abuse to complex cases of fraud, homicide, and high-tech crime.

Furthermore, our Bureau of Investigations extends its expertise to assist our law enforcement partners. It conducts thorough investigations into law enforcement-involved fatal incidents within Contra Costa County, underscoring our commitment to both effective prosecution and impartial inquiry.



Chief of Inspectors Arnold Threets (Center)
(L-R) Lieutenant Eddie Sousa, Adjutant Senior Inspector Larry Wallace, Lieutenant Don Hendershot, and Lieutenant John Conaty

MAJOR CRIMES TASK FORCE

PARTNERING TO COMBAT CRIMINAL ENTERPRISES

The MCTF is a cooperative team led and directed by the District Attorney, bringing together the expertise and resources of the Contra Costa County Office of the Sheriff (CCCSO), the Contra Costa County Probation Department (CCCPD), and the police departments of Concord (CPD), Pittsburg (PPD), Hercules (HPD), San Pablo (SPPD), Richmond (RPD), and Walnut Creek (WCPD). This strategic partnership is specifically designed for the cooperative investigation and prosecution of a wide range of serious offenses.

The Major Crimes Task Force is a multi-agency partnership focused on violent crime suppression and complex investigations, ranging from organized retail theft to homicide. During the reporting period, Task Force personnel conducted 81 targeted operations, resulting in 85 arrests.

Investigators executed more than 100 search warrants and seized dozens of illegally possessed firearms. These coordinated enforcement efforts disrupted criminal activity, removed dangerous weapons from our communities, and enhanced regional collaboration in the interest of public safety.

Furthermore, the task force plays a vital role in the apprehension of suspects, assisting in the execution of search and arrest warrants to bring perpetrators to justice. Once investigations are complete, the MCTF prepares and submits their findings directly to the CCCDAO for prosecution, ensuring a strong and unified legal front. The MCTF also strategically coordinates with local, state, and federal law enforcement agencies as needed, expanding their reach and impact.



INTERNET CRIMES AGAINST CHILDREN

TASK FORCE

FROM AWARENESS TO ACTION: ICAC TASK FORCE LEADS LOCAL EFFORT TO PROTECT CHILDREN ONLINE

The Contra Costa County District Attorney's Office leads and coordinates local investigative efforts as part of the Silicon Valley Internet Crimes Against Children Task Force (SVICAC), a regional partnership spanning 11 counties. This collaborative task force is dedicated to identifying, investigating, and prosecuting technology-facilitated child sexual exploitation and other internet crimes against children, addressing an evolving and increasingly sophisticated digital threat landscape.

SVICAC, part of a national network of over 3,500 law enforcement and prosecutorial agencies, provides crucial support to state and local partners addressing these complex crimes. This support includes forensic and investigative resources, specialized training, technical assistance, victim services, and proactive prevention and education initiatives.

The task force addresses critical issues such as the luring and grooming of children online, the increasing trend of predators requesting and distributing Child Sexual Abuse Material (CSAM), and the dangerous practice of online predators creating fake personas to exploit and endanger youth.

As part of these efforts, investigators arrested 41 individuals on federal and state charges involving child sexual abuse material or attempted sexual exploitation of minors.

These cases reflect the Task Force's ongoing commitment to protecting children from online predators and holding offenders accountable.

"The internet presents new and evolving dangers to our children, and we must work collaboratively to address these threats effectively," said District Attorney Diana Becton. "Our participation in SVICAC provides us with essential resources and partnerships to investigate and prosecute these heinous crimes and to protect our community's youth."

PARTICIPATING AGENCIES

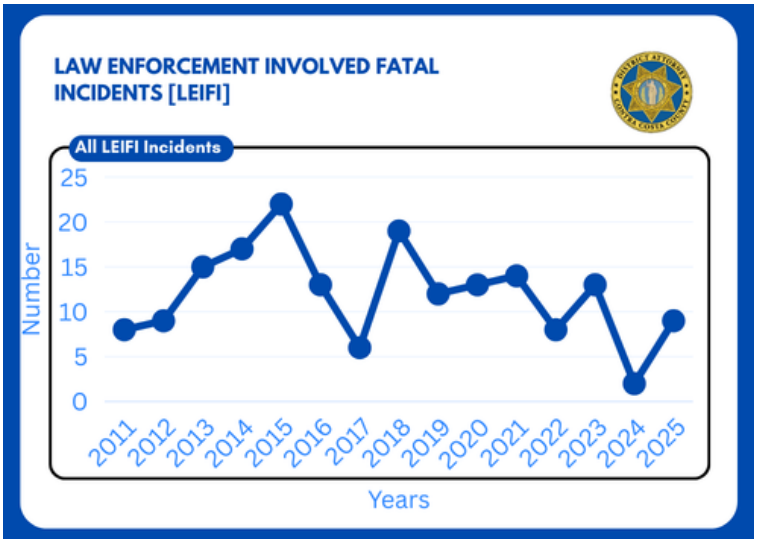
(In alphabetical order)

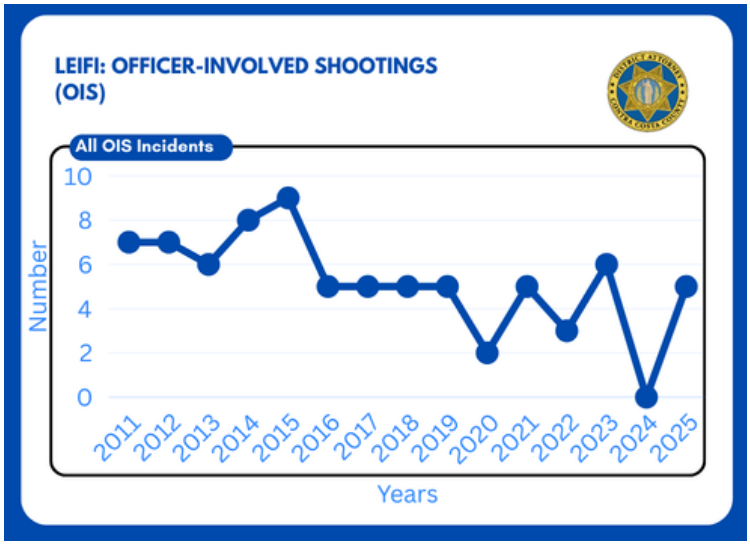
- Brentwood Police Department
- Concord Police Department
- Contra Costa County Probation Department
- Contra Costa County Sheriff's Office
- Homeland Security Investigations
- Martinez Police Department
- Moraga Police Department
- Oakley Police Department
- Pleasant Hill Police Department
- San Pablo Police Department
- San Ramon Police Department
- United States Postal Inspection Service
- United States Secret Service
- Walnut Creek Police Department

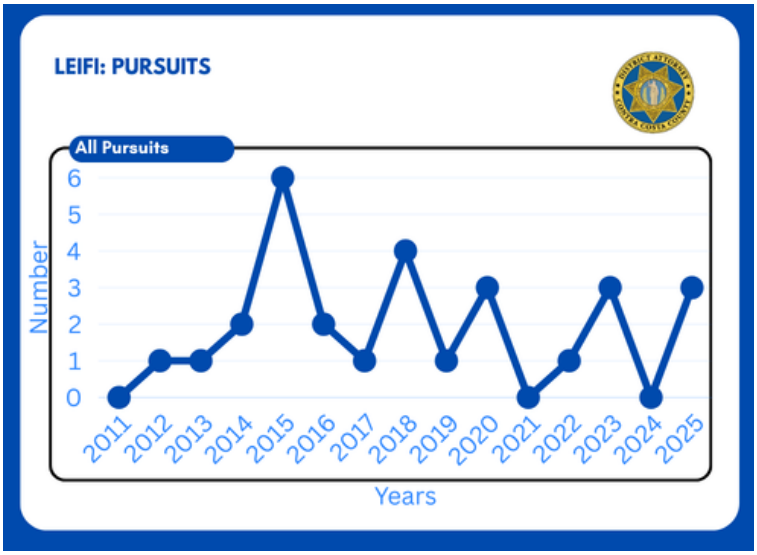
LAW ENFORCEMENT INVOLVED FATAL INCIDENTS: 2011 - 2025

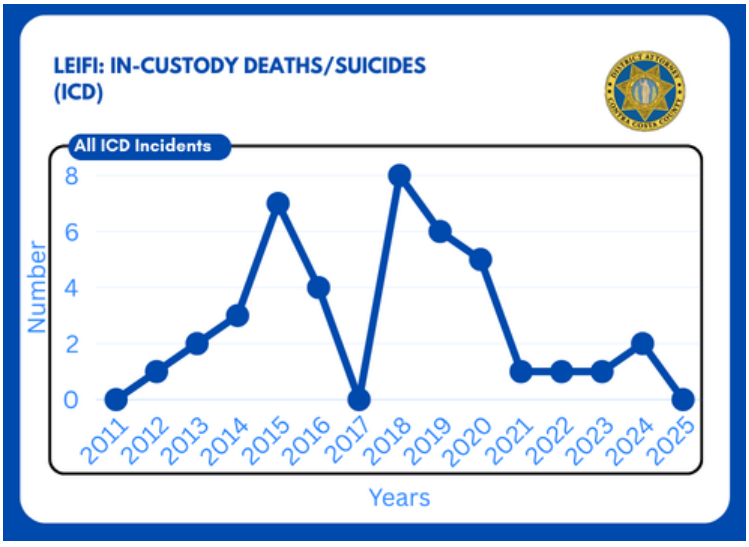
When an officer or civilian is killed during law enforcement encounters in Contra Costa County, the Law Enforcement Involved Fatal Incidents (LEIFI) protocol is activated. LEIFI incidents include officer-involved shootings, in-custody deaths, and vehicle pursuits.

As part of the LEIFI protocol, the CCCDAO conducts independent criminal investigations to determine if criminal liability exists beyond a reasonable doubt. In 2018, District Attorney Becton implemented a comprehensive transparency policy requiring the publication of detailed LIEFI reports on the District Attorney's website when charges aren't filed, ensuring the public receives thorough documentation of these incidents.











NRP
NEIGHBORHOOD RESTORATIVE PARTNERSHIP

RESTORING NEIGHBORHOOD STABILITY THROUGH PERSONAL RESPONSIBILITY

The Neighborhood Restorative Partnership Program. is a vital program where participants find community-based paths to rehabilitation before a case gets filed with the court. Since 2022, this innovative initiative offers a transformative approach to addressing low-level misdemeanor offenses, diverting individuals from the traditional criminal justice system and fostering healing within our neighborhoods.

At its core, the Neighborhood Restorative Partnership emphasizes community-driven solutions over punishment. The program brings together harmed parties, responsible parties, and community members to collaboratively determine how to repair the harm caused. This restorative justice approach focuses on accountability, understanding, and restoration for all involved.

NRP relies on trained volunteer community panelists from Contra Costa County who facilitate constructive dialogues and help develop community-based solutions.

Empowered by the District Attorney's Office under Penal Code §14150-14156, these panelists adjudicate certain infraction and misdemeanor offenses.

Trained facilitators guide the restorative justice process to ensure a fair and productive environment for all.

Data from the NRP's three-year history shows strong outcomes. Of 288 cases referred since 2022, 119 participants have completed the program, and 59 remain actively enrolled.

On the following page, data from the Contra Costa District Attorney's Office shows that among the 119 individuals who completed the NRP program, recidivism incidents[1] total 1% — or only one person. In contrast, CDCR data shows California's misdemeanor recidivism incidents total 21.1%[2].

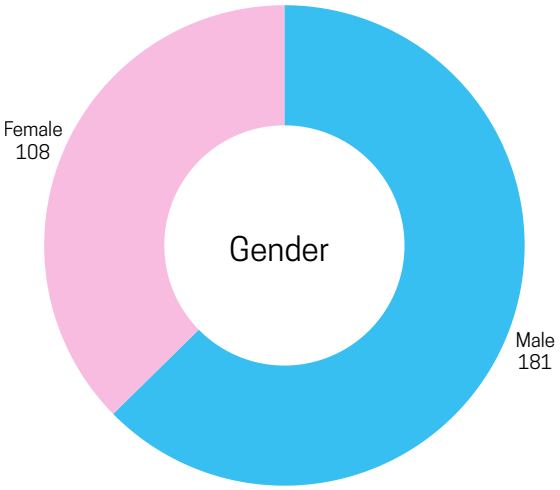
[1]California measures recidivism — commonly defined as relapsing into criminal behavior —using a statewide definition proposed by then-Attorney General Kamala Harris in 2014. This definition was adopted by the California Department of Correction and Rehabilitation and codified into law in 2015 through AB 1056 In a memo issued on October 16, 2014, Attorney General Kamala Harris's statewide definition of recidivism as "An arrest resulting in a charge within three years of an individual's release from incarceration or placement on supervision for a previous criminal conviction." The arrest resulting in a charge is for offenses at the felony and misdemeanor levels. Moreover, the individual must have been booked by a law enforcement agency, resulting in the filing of a criminal charge or charges in an accusatory pleading by a prosecutor or grand jury. See, https://oag.ca.gov/system/files/attachments/press_releases/Recidivism%20Definition%20Letter%2C%20AG%20Harris.pdf

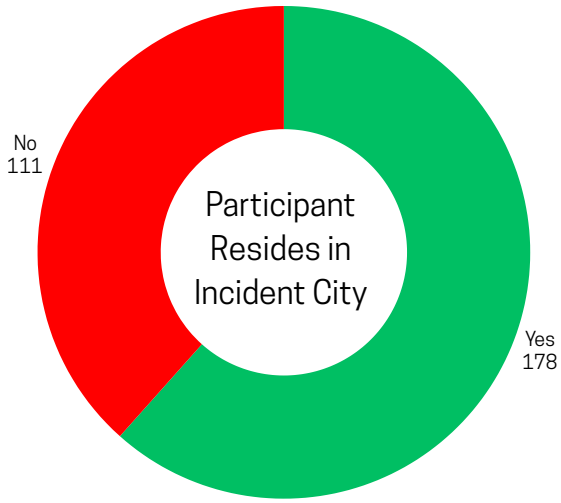
[2] California Department of Corrections and Rehabilitation, Office of Research. *Recidivism Report for Individuals Released from the California Department of Corrections and Rehabilitation in Fiscal Year 2018-19*. February 2024. Available at: https://www.cdcr.ca.gov/research/wp-content/uploads/sites/174/2024/02/Statewide-Recidivism-Report-for-Individuals-Released-in-Fiscal-Year-2018-19.pdf

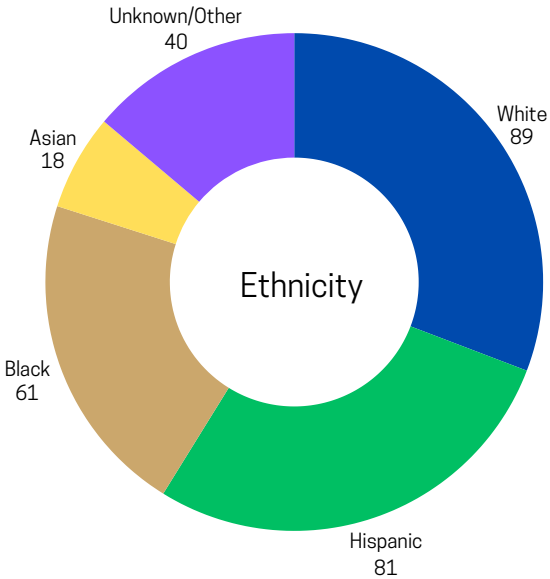
RESTORING NEIGHBORHOOD STABILITY THROUGH PERSONAL RESPONSIBILITY

NRP Data









VICTIM WITNESS **PROGRAM**

A HISTORY OF BALANCING JUSTICE AND PROVIDING SUPPORT



Experiencing or witnessing a crime can be traumatic. The emotional, physical, and financial toll often extends long after the incident itself. To support those affected, the Contra Costa County District Attorney's Office offers a vital service: the Victim Witness Assistance Program, led by Shannon Mahoney.

Established in 1983 under California Penal Code §13835.5, the program was created to reduce the trauma victims and witnesses often encounter in the criminal justice system. Our trained victim advocates provide compassionate guidance through every stage of the legal process, ensuring that victims are informed, supported, and never alone.

Advocates help with court accompaniment, restitution claims, emergency assistance, and referrals to counseling, shelters, and supportive services. Their role is both practical and deeply personal, recognizing that healing takes time, care, and community.

The Victim-Witness Program receives most of its funding from a combination of state and federal grants -- a vital support system for victims that are built into the justice process itself.

Today, while progress has been made, our office remains committed to ensuring that victims are treated with dignity, compassion, and respect.





FENNER AND BEAR PROVIDE COMFORT FOR THOSE IN CRISIS

In 2025, Fenner became the second facility dog at the Contra Costa County District Attorney's Office, joining Bear, who has been serving crime victims since August 2019. Both dogs came to us through Canine Companions, a nonprofit that provides trained dogs at no cost.

Bear and Fenner provide support to crime victims throughout the criminal justice process, especially children at the Children's Interview Center. The dogs' specialized breeding ensures optimal temperament for high-stress environments, including courtrooms and office facilities. Since they met, Bear and Fenner have become best friends.

Assistant Inspector Janet Wright is Bear's handler, a role she assumed after completing extensive training. Their pairing was determined through supervised interactions during the training process. Fenner's handler is Victim Assistance Program Supervisor Jackie Vizcarrondo.

Like Janet, Jackie went through a similar training process with Fenner.

Since her birth on May 4th, 2023, in Clayton, CA, she has learned 45 commands that are integral to her job at the District Attorney's Office. Unlike many dogs who run hot, Fenner is sensitive to cold temperatures and loves wearing her fleece pajamas. Jackie says their team song is "Can't Take My Eyes Off of You" by Lauryn Hill, explaining, "From day one, her gaze has been fixed on me, and it never wavers."

Wright agrees by noting, "The handler doesn't pick the dog, the dog picks you. Being partnered with Bear has brought a sense of calm to the environment we work in. Observing the change he instantly makes in a victim's life makes me grateful to be partnered with him." Born April 17, 2017, Bear responds to commands in English and Spanish and enjoys apples and carrots as treats.

Through this partnership with Canine Companions, handlers Janet and Jackie continue providing support to those navigating the criminal justice system.

BUILDING BRIDGES:
THE DISTRICT ATTORNEY'S COMMUNITY ACADEMY FOSTERS UNDERSTANDING AND TRUST



The Contra Costa County District Attorney's Office remains steadfast in its commitment to transparency and to fostering a deeper understanding of our work among the residents we serve. Recognizing the vital role of community engagement in achieving justice for victims of crime, we proudly established the Community Academy, a no-cost, 10-week program designed for adults who live or work within Contra Costa County.

This initiative reflects our belief that informed communities are empowered communities. The Community Academy offers participants a comprehensive overview of our criminal justice system through engaging weekly sessions. Attendees gain insights into how cases are filed, the crimes we investigate and prosecute, and our multifaceted role beyond simply prosecuting cases.

But the Community Academy offers more than just classroom learning. We believe in providing practical, firsthand experience. Participants hear from police chiefs, department heads, the Public Defender, and the Chief Probation Officer. They tour the Martinez Detention Facility and meet with a Superior Court judge, gaining a glimpse into the daily realities of these crucial components of our justice system.

The Community Academy is led by a diverse group of professionals dedicated to serving our community. Participants hear directly from key justice system figures, including the District Attorney, Public Defender, a Judge, prosecutors, and police chiefs. This direct engagement provides a balanced perspective and fosters open dialogue.

For those interested in embarking on this informative 10-week journey, the application process involves completing a straightforward application and undergoing a background check. We are committed to ensuring a safe and productive learning environment for all participants. Those interested in applying, go to contracostada.org.



EMPOWERING PARENTS IN THE DIGITAL AGE:
THE VIGILANT PARENT INITIATIVE

In today's digitally saturated world, safeguarding our children requires a proactive and informed approach. The increasing presence of online technology necessitates that parents, educators, and community members remain vigilant against potential online harms. Children need the knowledge and skills to navigate the digital landscape safely, avoiding pitfalls such as cyberbullying, online shaming, encounters with predators, the risks of sharing private information, and the dangers of sexting.

The Vigilant Parent Initiative (VPI) addresses this need through a targeted two-hour program for parents of middle schoolers and professionals working with this age group. Led by experts from the Contra Costa District Attorney's Office and Silicon Valley Internet Crimes Against Children Task Force, VPI provides practical skills in a dynamic classroom setting.

A key component involves teaching parents to recognize warning signs of risky online situations. Through interactive learning, participants explore popular apps such as Instagram, TikTok, and Snapchat, gaining an understanding of the terms, slang, and coded language that children encounter in these digital spaces.

VPI underscores the important message that technology itself is not inherently harmful. Smartphones, the internet, and social media apps offer valuable tools and opportunities. However, cultivating safe online habits is paramount. Early and ongoing communication about online safety, coupled with staying informed about the ever-evolving digital landscape, forms an essential aspect of responsible parenting in our connected era.

The Vigilant Parent Initiative (VPI) presentation was exceptionally impactful and well-received by parents, students, and staff alike. The information shared was eye-opening, highly relevant, and provided practical tools families can use immediately to help keep children safe online. The format was engaging, the perspective was insightful, and the hands-on support provided by staff highly valuable. Most importantly, following the student assembly, several students came forward who were either being actively targeted or were concerned about friends who may have been targeted by online predators. This presentation truly made a difference and played a direct role in helping protect and support our students.

--Aurelia Buscemi
Director, Enrollment Services
Mt. Diablo Unified School District

THE DISTRICT ATTORNEY'S OFFICE
175 YEARS OF BEING A SHIELD FOR JUSTICE IN CONTRA COSTA COUNTY

OVERVIEW

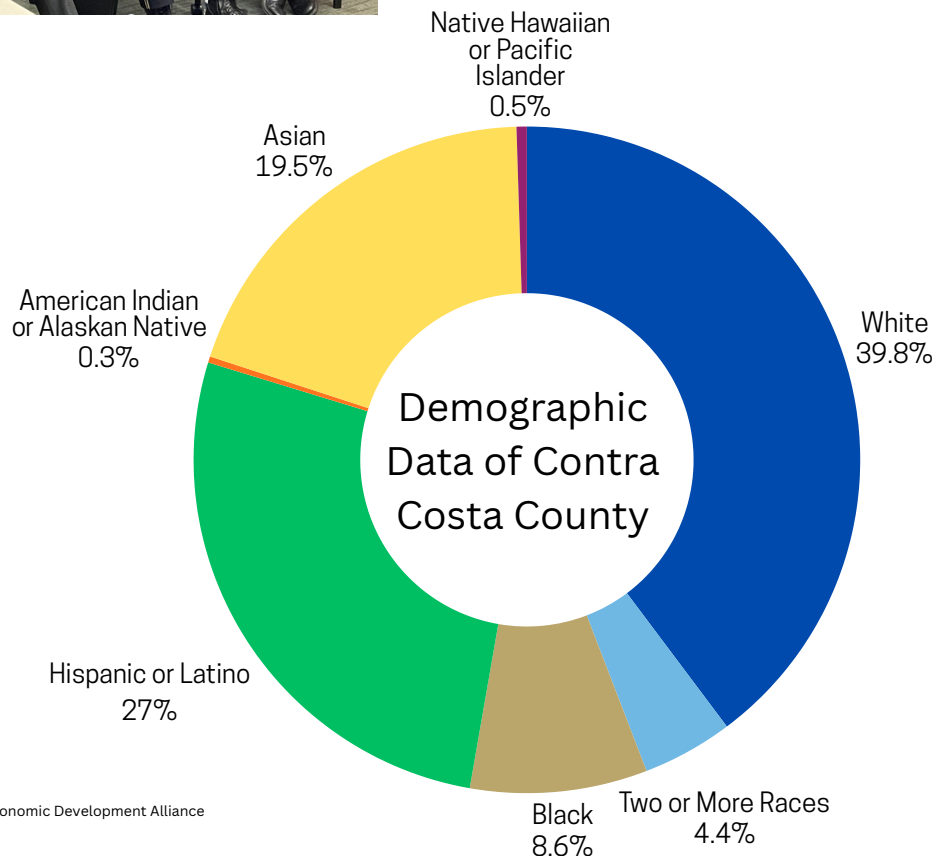
Serving a diverse population of 1.15 million residents, the Contra Costa County District Attorney's Office was established in 1850. Over 175 years, the office has grown to a team of approximately 240 employees, including attorneys, inspectors, victim-witness advocates, legal assistants, and case preparation analysts.



WHAT WE DO

In 2025, the Contra Costa District Attorney's Office strengthened public safety by modernizing its infrastructure. We opened a Pittsburg branch and launched specialized units for impaired driving, retail theft, and child fatalities.

Our work extends beyond prosecution. We've led in statewide efforts on ethical AI and launched the Underserved and Unserved Survivor Program. The office expanded trauma-informed support for victims—particularly those impacted by gun violence and unsolved crimes. Our superpower is protection with purpose, combining innovation, data, and human care to seek justice for victims while preventing future harm.



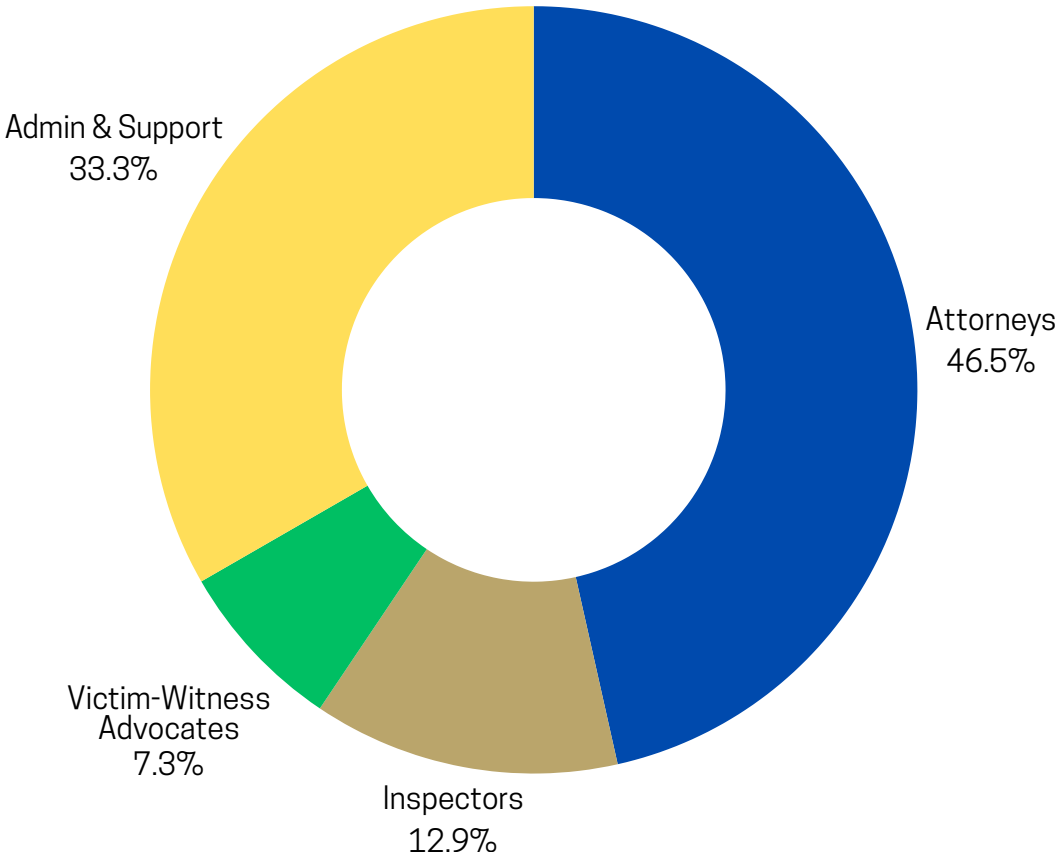
Data Source: The East Bay Economic Development Alliance Dashboard

STAFFING

The District Attorney's Office staff is made up of a group of professionals of approximately 250 staff members. They include attorneys, investigators, victim-witness advocates, clerks, legal analysts, and other staff members who support the office's mission.

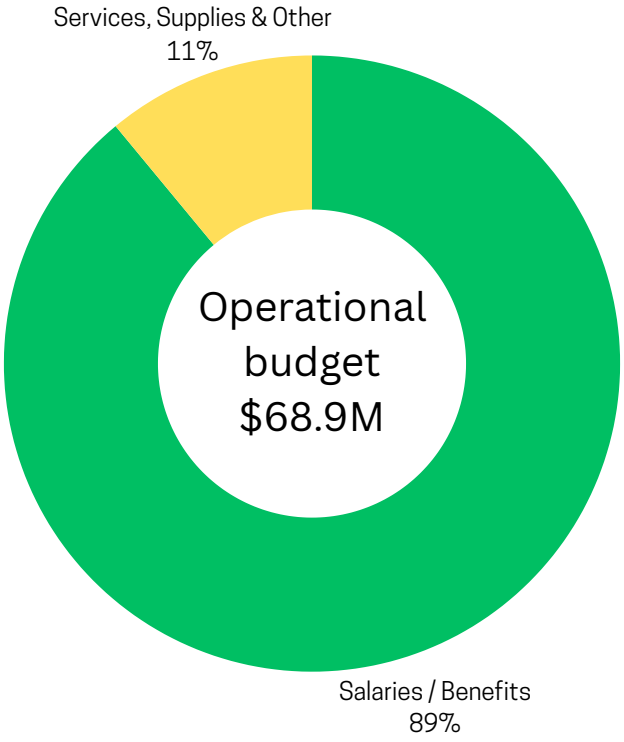
The office reflects the communities we serve and aligns with what voters in Contra Costa County want from a District Attorney's Office, which is one dedicated to community safety, reform, and restoring trust in our public institutions.

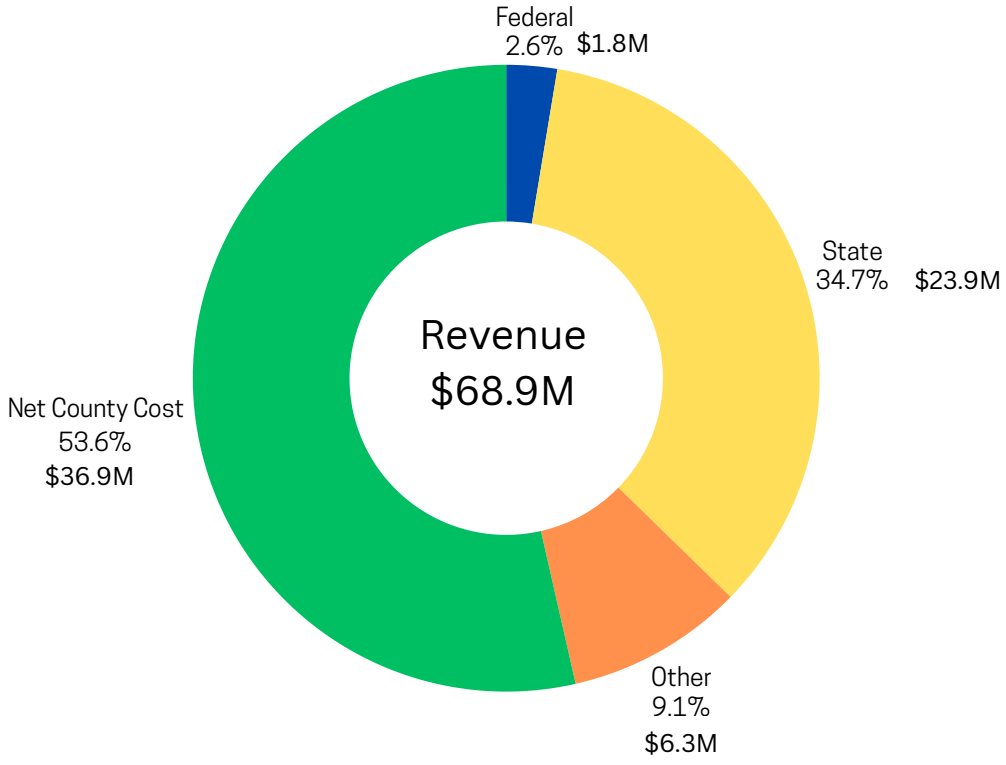
To do that, the District Attorney's Office operates under the principles of fairness, transparency, being forward-thinking in our policies and procedures, and above all, is committed to safeguarding all communities from crimes that threaten our well-being, health, and livelihood.



EXPENDITURES AND REVENUE

FY 2025 - 2026
Budget







DA OPENS PITTSBURG BRANCH OFFICE



District Attorney Diana Becton cut the ribbon on December 15th at the grand opening of the Contra Costa District Attorney's newest branch office at 3890 Railroad Avenue in Pittsburg, bringing justice services directly to East County residents after two years of planning.

"The idea is simple but powerful," Becton said at the ribbon-cutting ceremony. "It strengthens collaboration with our local law enforcement partners, it improves our efficiency, our casework and court operations, and it will allow us to respond to the needs of victims and families in real time right here. It also sends a message that East County matters, and the people who live and work here deserve accessible and responsive justice."

Housing approximately 30 staff members including attorneys, case filers, and victim advocates, the new branch office gives East County residents greater access to the District Attorney's Office and law enforcement partners.

District 5 Supervisor Shanelle Scales-Preston reinforced a core principle at the opening: "Access to justice should not depend on geography." Mayor Dionne Adams said the office reinforces Pittsburg's role as a regional hub for public services, while Police Chief Steve Albanese highlighted how the local presence strengthens coordination: "When police and district attorneys' offices work side by side, we are better positioned to ensure professionalism at every step."

The ceremony included remarks from community leaders celebrating a milestone that District Attorney Becton said was made possible through the dedication of her staff and community partners.

OFFICE LOCATIONS



Central Operations

900 Ward Street
Martinez, CA 94553
Phone: 925-957-2200
Fax: 925-646-2566
TTY: 711



Special Operations & Juvenile Unit

10 Douglas Drive, Suite 130
Martinez, CA 94553
Phone: 925-957-8540
Fax: 925-646-2524
or 925-646-4174
TTY: 711



Eastern Operations

3890 Railroad Ave.
Pittsburg, CA 94565
Phone: 925-655-1400
Fax: 925-655-1434
TTY: 711



Western Operations

100 37th Street, Room 220
Richmond, CA 94805
Phone: 510-231-1800
Fax: 510-942-4163
TTY: 711



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Contra Costa County District Attorney's Office

2025 Annual Report
Diana Becton



Our 2025 Overview

Prosecuting Serious and Violent Felonies and Misdemeanors

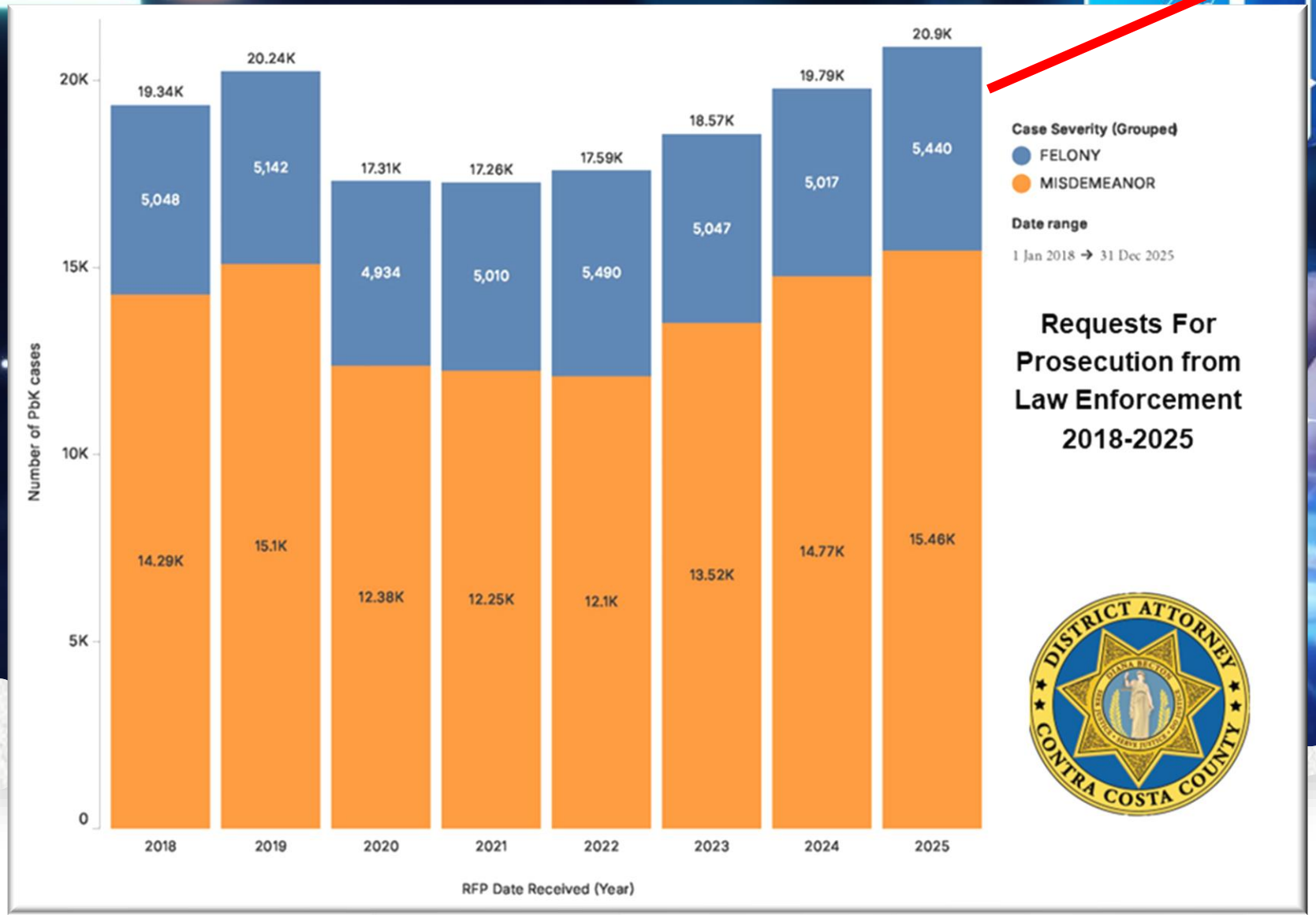
Implementing Restorative Justice Programs for Adults & Youth

Resolving Cold Cases – Including Homicides

Specialized Unit Focus on Organized Retail Theft, Public Integrity & Hate Crimes

Working With Analytics Teams to Identify Crime Trends, Allocate Resources & Prevent Crime

Filing of All Criminal Cases in Contra Costa County



Most criminal cases submitted in last eight years

Violent and Serious Felony Filing Rate Examples from 2025

Offense	Submitted	Filed	% Filed
Murder (PC 187)	30	27	90%
Robbery (PC 211)	447	351	78%
DUI (VC 23152)	3240	2668	82%
Reckless Evading (VC 2800.2)	231	195	84%

2025 Highlights

Contra Costa County DA Felony Conviction Rate for 2025: 96%
Statewide Felony Conviction Rate Average: 81%

Victim-Witness Advocate Program: 1,414 active cases – 6,144 individual services provided

Neighborhood Restorative Partnership Program (NRP) : 119 participants in 2025 referred for diversion – Recidivism rate of 1%

Development and launch of a DUI Death & Serious Injury Focused Unit: I.M.P.A.C.T Unit – OTS Grant Funded

2025 Cold Case Breakthroughs

People v. Matthew Muller

"American Nightmare" kidnapper – unreported 15 year old case solved, his confession in 2024 led to his conviction and sentencing of 40 years in prison

People v. James Grimsley

1990's Concord murder of transgender woman solved through the use of advanced DNA technology, tried by jury and convicted of murder in August, sentenced to 15-Life

People v. Desante Blake

Solved the 2007 fatal shooting of Larry Abercrombie Sr. in front of his Pittsburg home. Touch DNA linked Blake to the crime, he pled and received a 23 year state prison sentence.

Internet Crimes Against Children (ICAC) Task Force



- Regional partnership across 11 counties
- Investigating and prosecuting technology-facilitated child exploitation and online crimes
- 41 individuals arrested for crimes involving child sexual abuse material or attempted sexual exploitation of minors
- Forensic and investigative support, specialized training, technical assistance, victim services, prevention and education programs

Law Enforcement Involved Fatal Incidents (LEIFI)

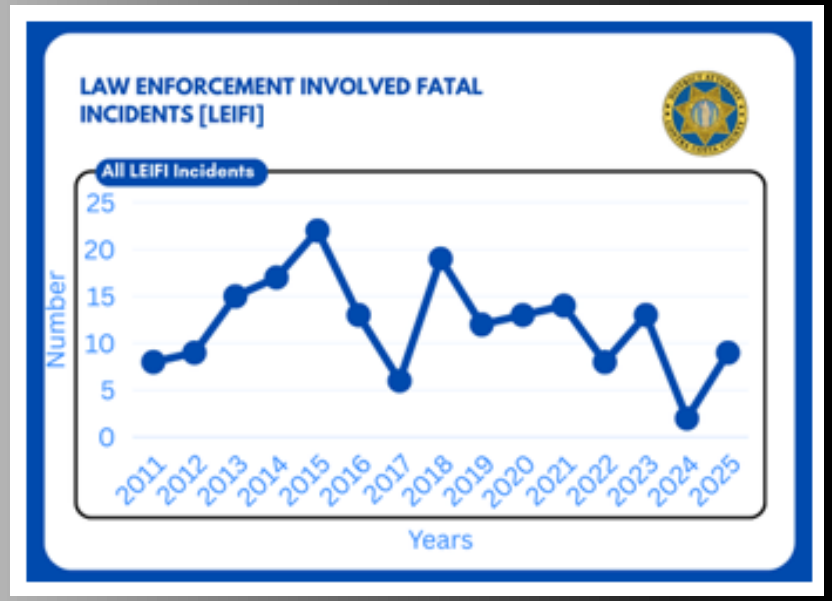
Include officer-involved shootings, in-custody deaths, and vehicle pursuit

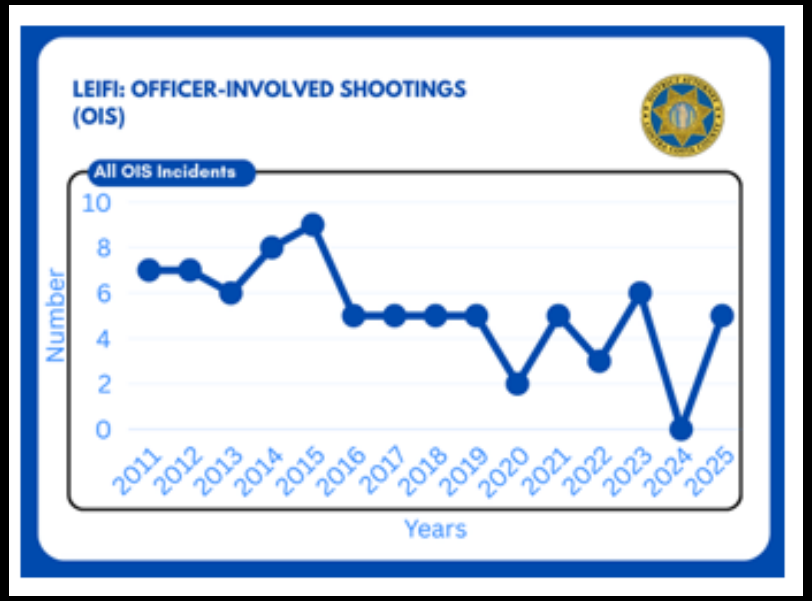
District Attorney's Office conducts independent investigations to determine if criminal liability exists beyond a reasonable doubt

Publishes detailed reports when no charges are filed

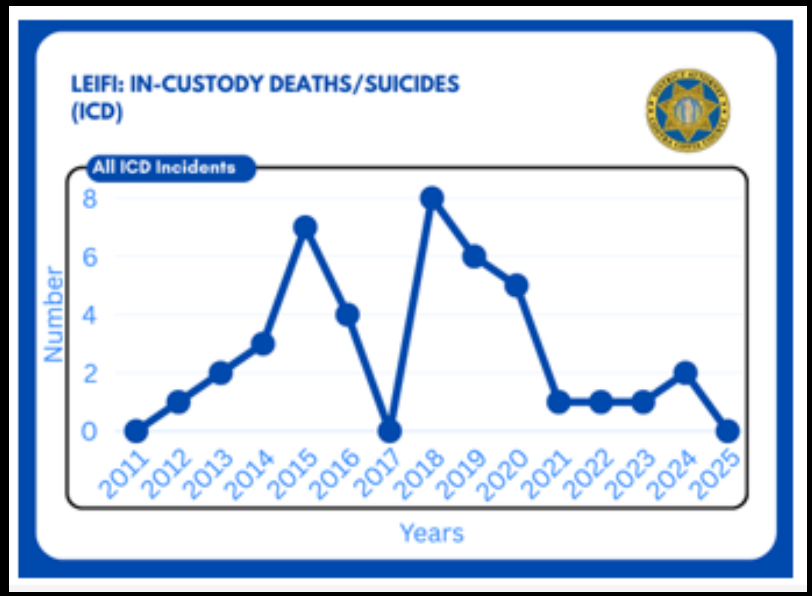
Aims to improve public accountability and trust

Law Enforcement Involved Fatal Incidents (LEIFI)









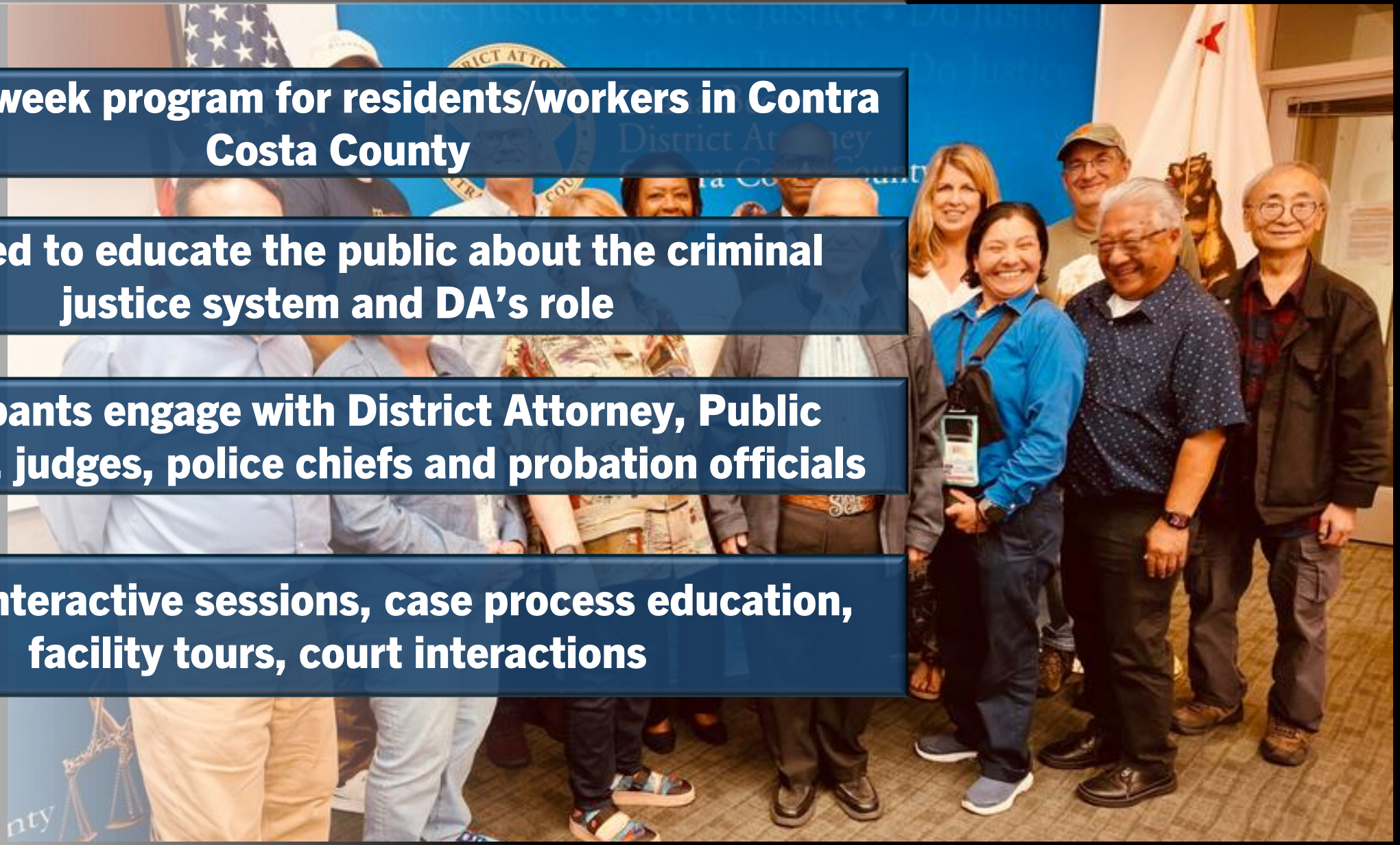
Community Academy Program

A free 10-week program for residents/workers in Contra Costa County

Designed to educate the public about the criminal justice system and DA's role

Participants engage with District Attorney, Public Defender, judges, police chiefs and probation officials

Weekly interactive sessions, case process education, facility tours, court interactions





Opening of the Pittsburg Branch

- **Located on Railroad Avenue in Pittsburg, CA.**
- **Providing more efficient service to our East County Residents and Law Enforcement Partners**

Contra Costa County District Attorney's Office

2025 Annual Report
Diana Becton



1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1468 **Agenda Date:** 4/14/2026 **Agenda #:** D.5.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contra Costa Health Annual Homelessness Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT an update from Contra Costa Health on 2024 homeless service data and the federal funding landscape.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
Contra Costa Health provides direct services and helps coordinate care to people experiencing homelessness in Contra Costa County through many different venues and programs, including the Healthcare for the Homeless Program as well as the Health, Housing, and Homeless Program. Services include medical and behavioral health care, mobile outreach, housing supports, shelter, and system coordination. Contra Costa Health strives to address the complex challenges and barriers faced by people experiencing homelessness with an integrated and comprehensive approach that not only improves the well-being of those they serve but also enhances the overall effectiveness of the County's response to homelessness.

The last annual report to the Family and Human Services Committee (FHS) was presented on December 8, 2025. The 2025 annual report data is scheduled to be presented to the Family and Human Services Committee on November 9, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is no approved, the report will not be received.



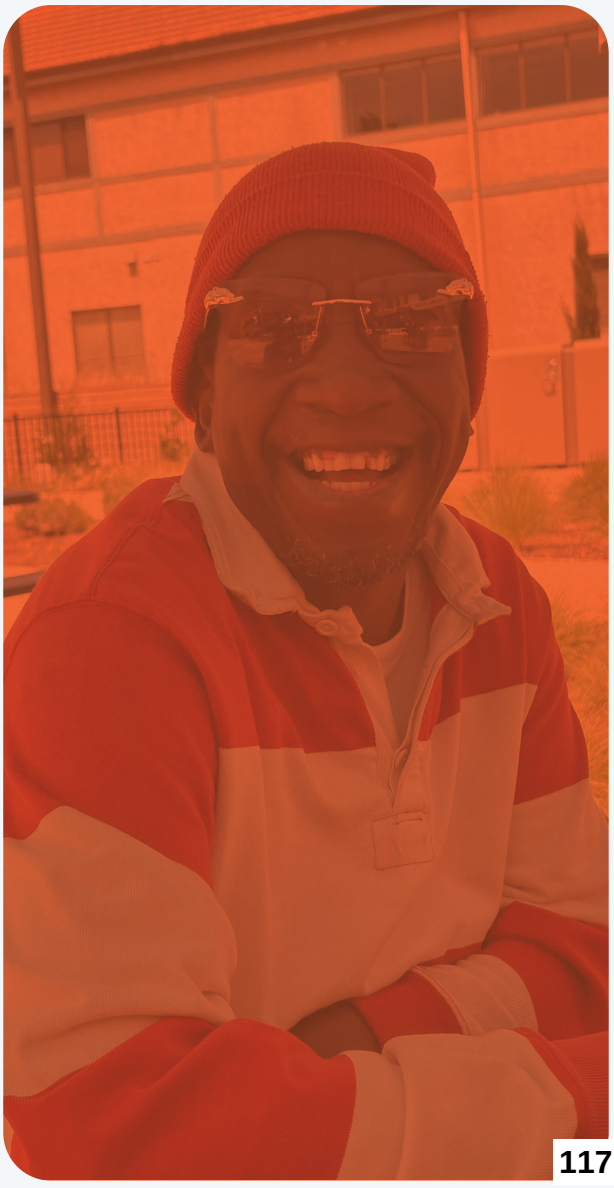
CONTRA COSTA HEALTH



2024 ANNUAL REPORT

Contra Costa Continuum of Care





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ACRONYM LIST

Acronym	Definition
BIPOC	Black and Indigenous People of Color
BH	Contra Costa Health: Behavioral Health
CalAIM	California Advancing and Innovating Medi-Cal
CARE	Coordinated Assessment and Resource
CES	Coordinated Entry System
CoC	Continuum of Care
COH	Council on Homelessness
CORE	Coordinated Outreach Referral, Engagement program
DCD	(Contra Costa County) Department of Conservation and Development
DV	Domestic Violence
ECM	Expanded Care Management
EHSD	(Contra Costa County) Employment and Human Services Division
EMR	Electronic Medical Records
ERF/ERG	Encampment Resolution Funds/Encampment Resolution Grant
ESG	Emergency Solutions Grant (federal and state program)
GRIP	Greater Richmond Interfaith Program
H3	Contra Costa Health: Health, Housing and Homeless Services
HACCC	Housing Authority of Contra Costa County
HDAP	Housing Disability and Advocacy Program
HMIS	Homeless Management Information System
HSV	Housing Stability Vouchers
HUD	U.S. Department of Housing and Urban Development (federal)
LGBTQIA+	Lesbian, gay, bisexual, transgender, or questioning/queer
MHSA	Mental Health Services Act
NOFA/NOFO	Notice of Funding Availability/ Notice of Funding Opportunity
PIT	Point in Time Count
PSH	Permanent Supportive Housing
PWLE	People With Lived Experience of Homelessness
RED	Research, Evaluation and Data
RRH	Rapid Rehousing
SSDI	Social Security Disability Income
SSI	Supplemental Security Income
TAY	Transition Age Youth (usually ages 18-24)
TH	Transitional Housing
VA	U.S. Department of Veterans Affairs (federal)
VASH	Veterans Affairs Supportive Housing
YAB	Youth Action Board
YYA	Youth and Young Adults

LETTER OF INTRODUCTION

Dear Community,

The 2024 Annual Report for the Contra Costa Homeless Continuum of Care (CoC) captures the collective efforts of our community – service providers, local agencies, people with lived experience and dedicated advocates – who work tirelessly to address homelessness and strengthen pathways to housing stability.

This past year, Contra Costa CoC served **9,995 households (14,245 individuals)**, marking a significant increase in outreach and program impact. Our Coordinated Entry System facilitated **over 440 referrals** to permanent housing and we successfully leveraged **41 Housing Stability Vouchers** to support households experiencing chronic homelessness. Additionally, we deepened our investment in permanent housing solutions, improving shelters and strengthening homelessness prevention – ensuring that our system remains adaptive, person-centered and responsive to the needs of our community.

As we look forward, we recognize the work that still lies ahead. The landscape of homelessness continues to evolve, and we remain steadfast in advancing **system improvements, data-driven strategies** and **expanding permanent supportive housing opportunities** to meet the needs of the most vulnerable individuals and families.

This year, we also take a moment to honor the legacy of **Michael V. Fischer**, a beloved longtime staff member of our team, whose contributions shaped so many of the programs highlighted in this report. Throughout these pages, you will find **sunshine icons** marking the initiatives that reflect his enduring impact. His commitment to this work inspires us all and we carry his vision forward.

Thank you for your ongoing partnership, collaboration and commitment to making homelessness rare, brief and non-recurring in Contra Costa County. Together, we will continue striving toward equitable and lasting solutions.

Sincerely,

Christy Saxton, Director
Contra Costa Health: Health, Housing and Homeless Services (H3)

IN MEMORY OF MICHAEL V. FISHER

In 2024, Contra Costa Health lost a beloved and dedicated colleague and friend, **Michael V. Fischer.** Michael dedicated 14 years of his life working in nearly every part of H3.

A few of the many programs and initiatives Michael contributed to include:

- Coordinated Outreach Referral and Engagement (CORE) Program
- Housing Disability and Advocacy Program (HDAP)
- HousingWORKS! Program
- Adult Protective Services (APS) HomeSafe Program
- Project Roomkey hotel sites during the COVID-19 pandemic

Beyond his professional achievements, Michael had an infectious smile, gave the warmest hugs and was the biggest advocate for people experiencing homelessness and for the staff who supported them.

Throughout this report, you will find sunshine icons next to the initiatives Michael had an impact on.

May his sunshine always be remembered.



EXECUTIVE SUMMARY

This annual report offers a comprehensive review of the Contra Costa Homeless Continuum of Care's (CoC) activities and outcomes in 2024. Comprising multiple service providers and overseen by a Council appointed by the Board of Supervisors, the CoC operates under an administrative lead to drive its mission forward. Through a unified vision and well-defined goals, the CoC remains committed to addressing the needs of individuals experiencing a housing crisis.

Numbers Served

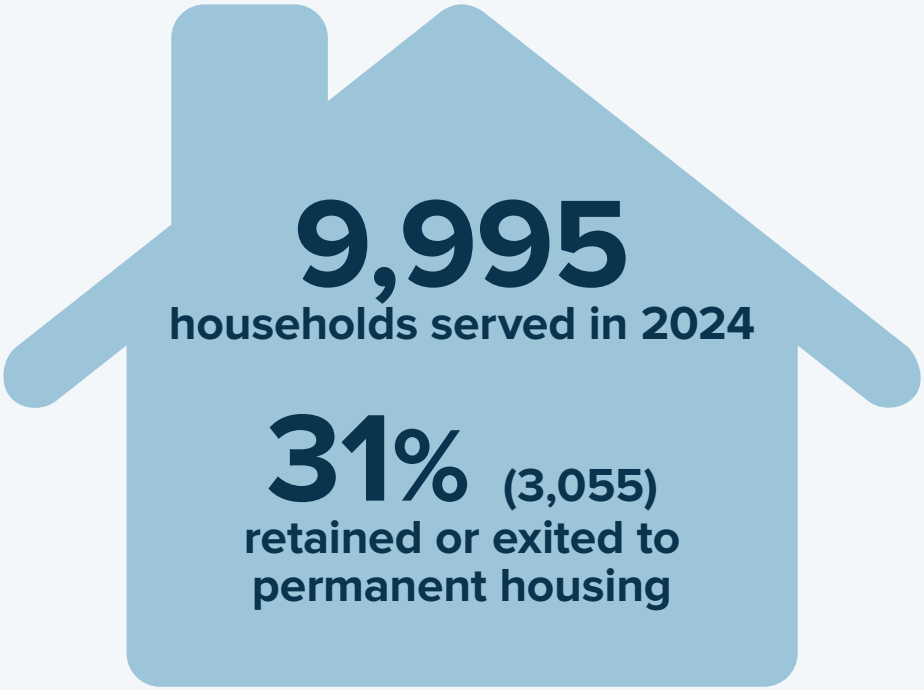
During 2024, the CoC served 9,995 households (14,245 individuals), reflecting a 40% increase from 2020.

- **2,019 households** served in Prevention and Diversion, for households at-risk of homelessness or newly homeless and not yet engaged in CoC services.
- **7,114 households** served in Crisis Response programs, for households in sheltered and unsheltered sleep settings.
- **1,448 households** served in Permanent Housing programs, for households that had been homeless and subsequently placed into permanent housing that includes supportive services.

Outcomes

Out of the 9,995 households served during 2024, 3,055 (31%) were able to retain or exit to permanent housing. Additional successful outcomes include:

- **97%** of households that exited from prevention and diversion programs exited to permanent housing.
- **31%** of household enrollments in crisis response programs exited to temporary or permanent housing and another 11% exited to emergency shelters.
- **98%** of household enrollments in permanent housing programs either retained their housing or exited to other permanent housing.



CoC Budget

The CoC received over $22 million in funding from the United States Department of Housing and Urban Development (HUD), a 47% increase over five years. Additional non-HUD funds, which account for 61% of the CoC budget, have decreased by over $2 million, or 10%, from fiscal year 2020-2021 to fiscal year 2023-2024.

CoC Capacity Building

The CoC's lead administrator is Contra Costa Health's Health, Housing and Homelessness Services division (H3). During 2024, Contra Costa Health (CCH) led a variety of activities that took place to build capacity within the CoC.

- **Provider Support:** Hosted monthly trainings and meetings to enhance service delivery, onboard new providers and ensure continuous improvement.
- **Data & System Enhancements:** Improved data accuracy (from 91% to 96%); launched a new online training platform for Homeless Management Information System (HMIS) users; and began data integration with the Contra Costa Health Electronic Medical Records (EMR) system to streamline care coordination.
- **Expanded Outreach & Shelter Capacity:** Strengthened partnerships with cities to extend Coordinated Outreach Referral and Engagement (CORE) Program outreach services, added new shelter resources and improved funding processes for long-term stability.
- **Youth Engagement:** Established the Youth Action Board (YAB), completed the Youth Needs Assessment and hosted capacity-building trainings focused on youth homelessness solutions.

CoC Successes

The CoC continued to build, strengthen and deepen partnerships and successfully house vulnerable individuals and families.

- **Behavioral Health Housing Collaboration:** Strengthened partnerships to prioritize housing for individuals with severe mental health conditions, leveraging programs like → **No Place Like Home** funding.
- → **City & County Partnership Initiatives:** Collaborated with cities like San Pablo, Antioch and Richmond to expand CORE outreach teams, enhance shelter capacity and improve housing pathways through → **Encampment Resolution Funding (ERF) grants**.
- **Expanded Housing Access:** Over 440 referrals were made to permanent housing through the Coordinated Entry System, marking a 25% increase from the previous year.
- **Veteran Housing Expansion:** Strengthened coordination with federal and local veteran service providers, leading to 15 veteran households moving into permanent supportive units at → **Valor Village** in Pinole.

Population Characteristics

- **Households with Children:** There were 1,845 households with children served in 2024, a 79% increase since 2020.
- **Transition Age Youth (TAY), ages 18-24:** TAY made up 7% of the CoC served and increased by 55% since 2020.
- **Race/ethnicity:** Black/African American/African households and people with Multiple Races were over-represented in the CoC relative to the county population (four times and three times, respectively).
- **Disabling conditions:** 68% of households served in the CoC had a member with at least one disabling condition. Mental health condition was the most prevalent disability, accounting for 48% of households.
- **Survivors of domestic violence:** 85% of households accessing Crisis Response had at least one household member who had experienced domestic violence.
- **Sexual orientation:** 3% of adults served in Crisis Response identified as LGBTQIA+ and 22% of the LGBTQIA+ population served in Crisis Response were between the ages of 18 and 24.
- **Veterans:** The CoC served 912 veterans in 2024 (8%) of all adults. Veteran households made up 34% of all households in Permanent Housing programs.

Exits to Permanent Housing by sub-populations (excluding those still active)

Population	From Prevention (n = 1,791)	From Crisis Response (n = 1,219)
General Population	**97%**	**20%**
Race/Ethnicity		
American Indian/Alaska Native/Indigenous (HH)	100%	17%
Asian American/Asian (HH)	95%	19%
Black/African American/African (HH)	98%	23%
Hispanic/Latinx (HH)	97%	16%
Multiple Races (HH)	97%	21%
Native Hawaiian/Pacific Islander (HH)	93%	17%
White (HH)	95%	18%
Other Sub-Populations		
Chronically Homeless (HH)	N/A	15%
Households with Children (HH)	100%	39%
Households with Disabling Condition (HH)	95%	19%
LGBTQIA+ (Ind)	96%	24%
Survivors of Domestic Violence (Ind)	90%	22%
Veterans (Ind)	90%	42%



Regional and City Data

The data suggests there is movement across the county. More people lost housing in East County (38% of households) than in Central or West, while fewer households slept in West County (28% of households) the night prior to enrolling into programs. More people lost housing in Antioch than any other city (n= 2,049), followed by Richmond (n=1,716) and Concord (n=1,251).

Coroner's Data

An annual memorial has been hosted in Contra Costa since 2004 to acknowledge and honor people who pass away while experiencing homelessness. The coroner reported that 76 people experiencing homelessness died during calendar year 2024, a 24% decrease from 2020 and 33% decrease from 2023.

CONTRA COSTA HOMELESS CONTINUUM OF CARE (CoC) OVERVIEW

The Contra Costa CoC supports individuals and families at risk of homelessness, experiencing homelessness, or needing ongoing support to sustain housing stability. The program, partially funded by the **→ U.S. Department of Housing and Urban Development (HUD)**, prioritizes community-wide collaboration and strategic resource allocation to address homelessness. Core objectives include ending homelessness, promoting self-sufficiency and ensuring access to essential services.

Key components of CoCs include:

- CoC Governing Board
- Administrative agency
- Homeless Management Information System (HMIS) administrator
- Coordinated Entry administrator

In our community, the CoC's geographic region is the entire county. Contra Costa Health oversees CoC administration and directly provides services to the community, in partnership with local organizations and service providers.

CoC Advisory Board

Appointed by the Contra Costa County Board of Supervisors, the **→ Council on Homelessness (COH)** serves as the governing board of the CoC and an advisory body to the Board of Supervisors. The COH consists of 19 members representing areas such as affordable housing, behavioral health, public safety, veterans' services and individuals with lived experience of homelessness.

The COH and its committees steer the CoC's direction, shaping policies and programs. Monthly council and sub-committee meetings are open to the public and individuals with lived experience account for nearly 40% of attendees at Council on Homelessness meetings.

Administrative Agency

Contra Costa Health provides oversight, guidance, fiscal management and technical support to address homelessness in the community. As the CoC's administrative agency and HUD contact, in 2024 Contra Costa Health undertook several key initiatives:

- Secured federal, state and local funding for CoC programs
- Supported COH, CoC Providers and community meetings
- Organized the 2025 Point-in-Time Count
- Produced a comprehensive annual report and submitted required HUD documentation

Contra Costa Health continues to strengthen collaboration among community agencies to combat homelessness effectively.

Homeless Management Information System

The Homeless Management Information System (HMIS) supports the CoC by collecting data, coordinating care and evaluating program effectiveness. Contra Costa Health ensures HMIS compliance with HUD requirements, monitors data accuracy and submits quarterly and annual reports to HUD. CCH also provides training, data quality assessments, technical assistance and maintains data security for all CoC-funded providers.

Coordinated Entry System

Coordinated Entry (CE) is a critical, system-wide strategy for responding to housing crises. It provides a streamlined, person-centered pathway to permanent housing by integrating standardized intake, assessment and referral processes across the entire homelessness response system.

Contra Costa's Coordinated Entry System (CES), managed by Contra Costa Health, ensures equitable access to resources by prioritizing the most vulnerable individuals and matching them to appropriate housing interventions through standardized tools and a Housing First approach. By emphasizing equity, efficiency and collaboration, CES enables the CoC to make data-driven decisions, reduce barriers and advance solutions to end homelessness in Contra Costa County.

Housing First

Contra Costa CoC follows the evidence-based Housing First[1] model to address homelessness in compliance with federal and state guidelines. Housing First emphasizes quickly connecting individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

[1] → **https://archives.huduser.gov/portal/periodicals/em/spring-summer-23/highlight2.html**

CoC AND COMMUNITY PARTNERSHIPS

Collaboration between CoC service providers, nonprofits, community partners and agencies allows for a broader reach and wider array of services for those accessing the homeless system of care. Key partnerships are described below.

Behavioral Health Housing

In 2024, → **Contra Costa Health** continued to prioritize and connect the most vulnerable individuals experiencing homelessness with severe mental health conditions to housing programs funded by the state through initiatives like the → **No Place Like Home** (NPLH) program and the → **Behavioral Health Services Act**. These programs are designed to provide people with behavioral health needs with wraparound supportive services and permanent, affordable housing.

Building on these efforts, CCH partnered with → **Resources for Community Development** and the → **John Stewart Company** to refer 13 households to → **Rick Judd Commons**, a newly developed affordable housing community in Concord. These referrals were made through the Coordinated Entry System, targeting individuals with significant behavioral health needs. Rick Judd Commons, supported by NPLH funding, offers permanent supportive housing tailored to individuals experiencing homelessness and in need of mental health services. Residents began moving into these units in early 2025. This project exemplifies how cross-system collaboration can effectively support those with the highest needs in our community.

City/County Partnerships

- **City of Concord:** The City of Concord adopted a → **Homeless Strategic Plan**, allocating $5 million in one-time funding to expand housing options with support services and connect people to resources, including temporary housing and field-based assistance at sheltering locations. This initiative addresses critical needs such as medical care, substance use treatment, hygiene and workforce development, with the ultimate goal of helping individuals transition to permanent housing.
- **Central Contra Costa Sanitation District:** Under a three-year pilot program, → **Central San** opened a free, self-service RV wastewater disposal station operating seven days a week to prevent illegal dumping and protect public health and waterways.

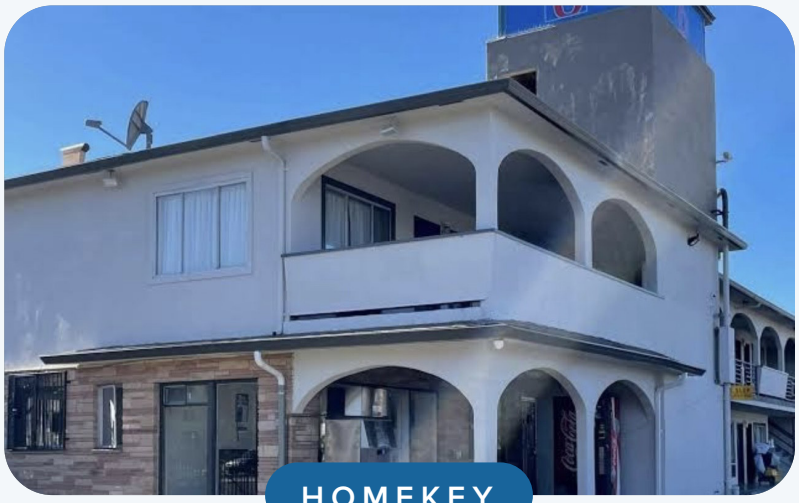
CORE Team Expansions

- **El Cerrito:** El Cerrito partnered with San Pablo on a one-year program to enhance outreach for unhoused individuals, cost-sharing a County CORE team for engagement, health services and housing assistance, while also becoming the first city to invest in a flexible fund for residents facing housing instability.
- **Education (Tipping Point):** A new CORE Education team supports homeless TAY and families by coordinating with school district Homeless Liaisons, Basic Needs Centers and CORE TAY Care Coordinators to connect students and youth (18-24) to housing, medical care and social services.
- **Reentry (AB109):** The two-person CORE Re-Entry team collaborates with the Sheriff's Department and Health Care for the Homeless to connect incarcerated individuals facing homelessness to housing, medical care and essential services before release, ensuring a smoother transition back into the community.

Encampment Resolution Fund

With the support of → **Encampment Resolution Funding (ERF) grants** from the state, Contra Costa Health has significantly expanded its efforts to address homelessness and provide housing solutions across the cities of San Pablo, Richmond and Antioch.

- In San Pablo, CCH directly received $5.7 million from the state to provide direct outreach services, subcontract a Rapid Rehousing provider and expand shelter capacity at the Brookside Adult Homeless Shelter.
- In Antioch, part of the city's $9.3 million grant includes $4.1 million contracted funds for CCH to provide project administration, Rapid Rehousing and develop an interim shelter site, along with funds for dedicated CORE outreach services.
- Additionally, Richmond's $6.8 million grant includes contracted funding for CCH to expand outreach to two CORE outreach teams and provide project management and Rapid Rehousing.



Homekey

- The City of Richmond was one of 9 communities in California awarded a state → **Homekey grant**, receiving just over $14.5 million to acquire the Motel 6 near Civic Center Plaza to convert it into 48 permanent supportive units. With support from → **Novin Development**, → **Trinity Center**, and → **Contra Costa Health Plan**, this project will offer wraparound supportive services and permanently affordable housing for people experiencing homelessness.

Expanding Resources for Justice Involved Households

- **Pretrial Services:** The → **Contra Costa County Probation Department** received new funding to provide housing navigation and case management services to participants awaiting trial. → **Hope Solutions**, the housing provider, served 19 participants in pretrial programming in 2024.
- **Homeless Court:** Contra Costa Health partners with the Superior Court of Contra Costa County to help individuals experiencing or formerly experiencing homelessness clear infractions related to housing instability. In 2024, 75 → **Homeless Court** participants completed over 14,500 hours of community service, clearing more than $200,000 in fines and removing barriers to employment, housing and recovery.

SUCCESS STORY

Homeless Court: *David [name changed to protect privacy] had been living in his vehicle while working toward a better future. He dreamed of becoming a truck driver but couldn't accept a job offer due to outstanding fines blocking his license.* ***"I love helping people and want to do better in life,"*** *he shared in his letter to the Court. Thanks to Homeless Court, that opportunity is now within reach and David was able to clear his outstanding court infractions and fines and obtain his truck driving licensure. His Trinity Center case manager added,* ***"This is an opportunity for [David] to move forward and take the initiative to build a better future."***

- **CalAIM Justice Involved Initiative:** The California Advancing and Innovating Medi-Cal (CalAIM) team in partnership with CORE connects recently released, formerly incarcerated individuals to housing navigation, medical care and enhanced case management. These connections to health supports are aligned to reduce adverse health impacts associated with incarceration and to improve long-term tenancy sustaining outcomes.

SUCCESS STORY

Tavis, *a Pittsburg native in his 30s, spent more than a decade living unsheltered, moving between family couches and sleeping in his car. Without a high school diploma and with felonies on his record, securing stable employment—and ultimately housing—felt out of reach. Tavis joined a gym to train for carpal tunnel relief and discovered it was open 24/7. The access to showers helped him maintain hygiene, boosting his confidence. Feeling better about himself, Tavis decided to respond to a phone ad for the Contra Costa Expungement Program and successfully cleared his felonies—a milestone he now shares to inspire others. Motivated by his progress and newly aware of resources available to him, he began working with CORE mobile outreach and the ECM program to secure disability benefits and taking steps toward stable housing.* ***"Having people that care makes you feel like a person again"****, he said.*

When he was offered a unit at El Portal Place in November 2024, Tavis jumped at the opportunity. He says, ***"All I have to do is ask and someone will help me."*** *He's now exploring workforce programs, building a solid rental history, working toward earning his GED and still attends church with his beloved congregation in Pittsburg. Tavis says El Portal has given him the fresh start he once thought was impossible, musing,* ***"If I look at myself last year compared to this year, I'm a totally different person."***

" I see brightness now. That's how it's been ever since I've been here."

- Tavis



Strengthening Homelessness Prevention

In 2024, Contra Costa Health partnered with → **Community Solutions** through the → **Housing Stabilization Learning Cohort**, alongside the → **Contra Costa Crisis Center** and Homelessness Prevention providers, to explore best practices and develop a 2025 pilot of a data-driven screening tool aimed at reducing homelessness inflow.

Shallow Subsidy Pilot

In 2024, Contra Costa Health partnered with Bay Area Community Services (BACS) to launch the Shallow Subsidy pilot, providing a fixed rental subsidy (avg. $800/month for up to 18 months) to stabilize severely rent-burdened households exiting Rapid Rehousing; early results show sustained housing stability, informing potential future expansion.

> ***"This subsidy gave me the breathing room I needed. I can finally focus on my job and my kids without constantly worrying about losing our home."***
>
> *- Shallow Subsidy Pilot Participant*

Increasing Access to Housing Vouchers

In 2024, the Housing Authority of Contra Costa County (HACCC) remained a key partner in voucher implementation and turnover of Project-Based Permanent Supportive Housing, facilitating over 75 Coordinated Entry placements (17% of referrals to permanent housing through CES) and launching two new voucher programs with Contra Costa Health:

Foster Youth for Independence (FYI)

The 3-year → **Foster Youth for Independence (FYI)** voucher program provides subsidies for current or former foster youth. HACCC collaborated with → **Employment and Human Services Department (EHSD)**, CCH and Hope Solutions, which provides housing navigation and case management services. Since the program's inception in 2023, 34 youth have been issued a voucher and moved into housing.

> ***"This is the first time we've had a home of our own that fits our children—and it's in a safe neighborhood. After everything, it feels like we can finally breathe."***
>
> *- HSV recipient, housed after more than a year at Greater Richmond Interfaith Program Family Shelter*

Housing Stability Vouchers

In early 2024, Contra Costa Health, in partnership with HACCC, began issuing referrals for 41 Housing Stability Vouchers (HSV) from a 2023 joint initiative. These vouchers assist individuals and families facing homelessness or fleeing domestic violence, sexual assault, stalking, or human trafficking.

- 41 HSV were issued in early 2024 through a partnership between HACCC and CCCH to support individuals and families experiencing or at risk of homelessness, including survivors of domestic violence and human trafficking.
- 25 vouchers were project-based at → **El Portal Place** to provide permanent housing for chronically homeless single adults, primarily seniors, while 16 vouchers assisted large families experiencing chronic homelessness, ensuring equitable access to appropriately sized supportive housing.
- All referrals were made through the Coordinated Entry System, prioritizing those with the highest needs, underscoring the critical role of the HACCC-CCH partnership in addressing chronic homelessness and expanding long-term housing solutions.

Leveraging Mainstream Benefit Programs

Contra Costa Health continued its partnership with Contra Costa Employment and Human Services Department (EHSD) through multiple state funded projects including:

Home Safe

A Prevention and Housing Stabilization program for older adults with an open EHSD Adult Protection Services (APS) case and who are either at-risk or experiencing homelessness.

- In 2024, Home Safe served 171 individuals from 161 households. This included 44 individuals (41 households) who were experiencing homelessness and 127 individuals (120 households) who were at risk of becoming homeless.

HousingWORKS!

An eviction Prevention and Rapid Rehousing program for families receiving CalWORKS and who are at-risk or experiencing homelessness.

- In 2024, HousingWORKS! served 529 individuals (191 households). Of those, 428 individuals (148 households) received assistance from Rapid Rehousing and 101 individuals (43 households) from prevention.

Housing, Disability and Advocacy Program (HDAP)

A Prevention and Rapid Rehousing program for individuals at-risk or experiencing chronic homelessness who are eligible for General Assistance (GA) and pending Social Security Income (SSI).

- HDAP served 383 individuals (381 households) in 2024 that included services of housing navigation, prevention and rapid rehousing services.

Bringing Families Home (BFH)

Launched in 2023, this program provides Rapid Rehousing and Prevention to families involved in the Child Welfare System who are at risk or currently experiencing homelessness. → **Bringing Families Home** provides case management, housing navigation, financial assistance and referrals to services to increase self-determination and housing stability, as well as reduce placement in the foster care system.

- In 2024, BFH in total served 404 individuals (119 households) of those 324 individuals (93 households) received rapid rehousing support and 80 individuals (26 households) received prevention services.



VALOR VILLAGE

Photo credit: sahahomes.org, Fernando Artega

Supporting Veterans

In 2024, CES enhanced coordination with the Department of Veterans Affairs (VA), the HUD-Veterans Affairs Supportive Housing (HUD-VASH) team and local veteran service providers to refine the Veteran by-name list and improve housing support for veterans experiencing homelessness. Through this partnership, 15 veteran households with permanent disabilities moved into Valor Village in early 2025, securing long-term, stable housing funded by the Veterans Housing and Homelessness Prevention (VHHP) program and Satellite Affordable Housing Associates (SAHA). The opening of Valor Village and coordinated placements marked a critical step in providing permanent, supportive housing solutions for disabled veterans in our community.

CoC CAPACITY BUILDING

The CoC, with the administrative support of Contra Costa Health, provides continuous improvement through trainings, tools and collaboration opportunities to improve services and expand capacity across the CoC.

CoC Provider Support

As the CoC Lead agency, Contra Costa Health provided a variety of support and resources to homeless service providers in the community including:

- **Meetings:** Hosted monthly Homeless Service Provider meetings for providers to share updates, gather feedback and identify opportunities for improvement and support.
- **How to Support Families with Children or Unaccompanied Minors:** Hosted monthly trainings for providers to build skills and knowledge base, including a new training "How to Support Families with Children or Unaccompanied Minors."

Data Improvements

- Despite a 38% growth in the number of programs and a 147% growth in the number of users over the past 5 years, the CoC has been able to expand the number of providers sharing data in HMIS while simultaneously improving quality of data collected and processes.
- Data completeness has increased from 87% to 90% and accuracy has increased from 91% to 96%.
- New online training platform offers a wider range of self-paced trainings and materials.
- Introduced office hours, resulting in improved collaboration and proactive problem-solving with HMIS partners.
- Collaboration with the Contra Costa Health: Information Technology Business Intelligence team to improve two-way data integration between HMIS and Contra Costa Health's electronic health record system to enhance care coordination, data visibility and service efficiency, with key workflows set for 2025 finalization.



YOUTH ACTION BOARD MEMBERS AND STAFF AT YOUTH EMPOWERMENT SUMMIT IN SACRAMENTO

Youth Homelessness

In 2024, the CoC made transformative progress in centering youth and young adult (YYA) leadership and encountered steep challenges to advance its response to YYA homelessness, including:

- **Youth and Young Adult (YYA) Community Needs Assessment:** → ***"The Opportunity To Change: A Community Needs Assessment For Youth And Young Adult Homelessness In Contra Costa"*** was completed and released in September. This marked the first step in an effort to develop a coordinated community response to YYA homelessness for the CoC.
- **Youth Action Board (YAB):** In partnership with → **Rainbow Community Center** and → **RYSE Center**, the CoC formally launched the YAB within the Council on Homelessness Oversight Committee to elevate YYA leadership and advocacy. By year's end, YAB grew to 12 members, engaging in training, governance development and key CoC initiatives like the Housing Needs Assessment Redesign and PIT Count.

- **Training:** The CoC's first training on Adultism and Working with YYA, led by Matthew Aronson Consulting, drew 93 attendees and advanced efforts to engage YYA as partners.
- **Youth Homelessness Demonstration Program (YHDP) Application:** YAB members co-wrote the CoC's application to HUD's YHDP. While Contra Costa was not selected, the effort strengthened partnerships and aligned a shared vision for YYA-driven change.
- **Strategic Planning and Priority Setting:** The CoC partnered with 8 YAB members and 23 stakeholders to develop the → **Youth and Young Adult Strategic Plan**, a 12-month roadmap to guide 2025 efforts.
- **Closing of TAY Transitional Living Program:** After operating for over 20 years, Contra Costa Health closed the Transition Aged Youth TLP site, Mary McGovern in September 2024 after the programs lease was unable to be renewed. Despite an ongoing search for a new location, Contra Costa Health could not find an affordable site to develop a new program. No youth served at Mary McGovern exited to homelessness. We are grateful to the staff and community partners that supported young people in this program over the years.

Engaging People With Lived Experience

The Council on Homelessness demonstrated a strong commitment to incorporating voices of people with lived experience of homelessness (PWLE) throughout 2024 by:

- Electing a Chair and Vice Chair with lived experience of homelessness;
- Providing additional support to Council members with lived experience of homelessness including technical support, transportation support and stipends for seats requiring lived experience;
- Targeted recruitment that resulted in nineteen out of 31 applicants for open seats on the Council having a lived experience of homelessness.

Broader system engagement of people with lived experience included:

- Three PWLE on the Housing Needs Assessment Re-design Steering Committee;
- TAY with a lived experience of homelessness participation in the Youth and Young Adult Community Needs Assessment and presenting a panel discussion during Homelessness Awareness Month; and
- Hosted input session with the Youth Action Board and system utilizers as part of the Housing Needs Assessment Process.

Improving Funding Processes

As part of the application for → **Homeless Housing, Assistance and Prevention (HHAP) Program** Round 5 grant funding, the CoC and Contra Costa Health convened three Community Input sessions to get feedback from community stakeholders to inform the Contra Costa Regional Homelessness Action Plan.

The 2024 HUD CoC Competition scoring rubric was revised to prioritize:

Projects that addressed the needs of particularly vulnerable groups, like Transition Aged Youth, individuals with mental health challenges, those dealing with substance use disorders and survivors of domestic violence

Renewal projects were prioritized over the new projects if they met at least one of the following criteria:

- Showed strong performance in areas like stable housing, efficient use of resources and minimal leftover grant funds;
- External challenges, like construction delays, impacted performance; or
- Funding reductions would negatively impact underserved communities.

Expanding Permanent Housing

Domestic Violence Rapid Rehousing (DV RRH): Supporting Safety and Stability

Domestic Violence Rapid Rehousing (DV RRH) programs in Contra Costa County provide trauma-informed, housing-focused programs with flexible financial assistance and supportive services tailored to the unique needs of survivors and their families.

- In 2024, a total of 43 referrals to DV RRH programs were made to programs including Planting Roots, Pelancha and New Journey (administered by SHELTER, Inc.) and Project Home Safe (administered by Hope Solutions).

El Portal Place

Contra Costa Health received $16 million from the state's Homekey Round 3 initiative to transform a vacant office building in San Pablo into El Portal Place, the county's first facility designed for residents meeting federal chronic homelessness criteria.

- Supported by local, state and federal funding, the project offers 54 micro-unit apartments for homeless adults with disabilities and provides permanent supportive housing with onsite services like case management, behavioral health support and benefits assistance.
- Tenants, selected through the Coordinated Entry Process and with support from the Housing Authority of Contra Costa County, live in units with bathrooms, kitchenettes and workspaces and benefit from amenities like a community room, garden and dog park.

SUCCESS STORY

***Marcus**, a Pittsburg native in his late 30s, spent several years in Oklahoma before returning to the Bay Area to move in with a friend who needed help. When that housing situation ended, due to skyrocketing housing costs and an inability to work due to a disability, Marcus became homeless.*

For two years, Marcus lived at Camp Hope in Martinez. When the encampment closed, CORE connected him to Delta Landing, where he stayed for another two years. When El Portal Place in San Pablo was offered as a housing opportunity, despite reservations about moving to an unfamiliar part of the county, Marcus said yes.

In addition to stable housing, Marcus now receives case management and transportation assistance for medical appointments and essential services through Hope Solutions. After undergoing his second hip replacement, he was finally approved for disability income, allowing him financial stability. His focus is now on saving money to give himself the option of moving to Oklahoma, where his disability income would allow him to live independently. The possibility of a fresh start comes with bittersweet emotions. ***"I grew a family here at El Portal,"*** *he says.* ***"If I move back to Oklahoma, I gotta leave another family."***



"I want to go into my own house. That's what I'm working on now."

- Marcus



Improving Shelter

- **Bay Area Rescue Mission (BARM):** BARM implemented a formal Trauma-Informed Care Program Framework with expanded training for staff and volunteers; strengthened Vocational Program to include cybersecurity and technology training and on-site training for students; and laid groundwork for clinical interns to provide mental health support beginning in early 2025.
- **Greater Richmond Interfaith Program (GRIP)** Year-Round Warming: GRIP launched year-round Warming Center services, offering up to 25 nightly shelter beds for single adults, along with meals, showers and case management—all consistently at near-full capacity.

Pet Friendly Services: In 2024, CoC providers leveraged Joybound's services to support participants with pets, with BACS at Delta Landing hosting free vaccinations, microchipping and spay/neuter assistance. See "Pet Assistance Program (PAS) Grant" under CoC System Successes.

Equity

The CoC advanced equity across key areas in 2024. The Equity Committee of the Council on Homelessness:

Provided Input to COH Committees and Working Groups

- Offered equity-focused feedback on items from Funding, Governance and Nominating Committees.
- Enhanced Participant Satisfaction Survey by recommending demographic questions to capture equity-related data.
- Contributed input to improve the Measure X funding process and Nominating Committee work.

Partnered on Equity-Focused Projects

- Focused on developing informational materials for individuals experiencing homelessness, with an emphasis on Latinx communities.
- Reviewed Point-in-Time Count data using an equity lens to better address disparities.
- Provided actionable recommendations on the Participant Satisfaction Survey to include equity metrics.

Strengthened Relationships with Equity Partners

- Engaged Latinx-serving organizations for feedback and collaboration.
- Received information about the Reentry System of Care to deepen understanding of its intersections with homelessness services.
- Expanded awareness of systems and programs impacting equity through targeted presentations and updates.

Strategic Planning for 2025

- Designed a 2025 Work Plan with priorities such as monitoring equity metrics, developing an equity dashboard, increasing committee participation and addressing racial disparities in homelessness care systems.

CoC SYSTEM SUCCESSES

California Advancing and Innovating Medi-Cal (CalAIM) Implementation

In 2024, Contra Costa Health delivered over 37,500 Community Support Services to Medi-Cal recipients, while expanding the CalAIM teams to 31 front-line staff dedicated to addressing housing instability and the social determinants of health. H3 advanced collaboration with Contra Costa Health Plan (CCHP) by preparing the launch of CalAIM Housing Deposits in 2025 and began cross-integrating HMIS and EPIC systems to streamline community support services. These system enhancements reinforce CalAIM services by strengthening data coordination and service delivery across systems of care.

SUCCESS STORY

***When Carla** [name changed to protect privacy] was first referred to the dedicated CalAIM team as an emergency case, she was facing the threat of eviction, six months of delinquent rent and the harsh reality of homelessness hanging over her and her family. The situation was critical, with Carla's husband facing health challenges after a debilitating stroke, making their need for stable housing even more critical.*

CalAIM initiated the first contact and began the process of gathering crucial legal documents and the rental lease. The CalAIM team engaged Centro Legal la Raza which skillfully delayed the eviction process by identifying errors in documents filed in a different county. This delay turned out to be a crucial factor that would shape the positive outcome of Carla's housing status.

The CalAIM case manager reached out to the landlord's lawyers with a proposal that showcased the community's commitment to ensuring stability of Carla's living situation with a documented collaboration between CalAIM funding and Seasons Sharing (SOS) funding to provide a combined $10k to address outstanding rent secure continued residence apartment. Carla and her family are now securely housed and connected to the resources and services they need to stay that way.



Dispatch System Improvement

In 2024, Contra Costa Health introduced the InContact dispatch system to improve service triage for individuals experiencing homelessness. This system enhances communication with partnered providers, accelerates response times and strengthens service coordination. With real-time tracking and reporting, staff can prioritize urgent needs and allocate resources more efficiently.

Pet Assistance Program (PAS) Grant

Contra Costa CoC was awarded $387,000 in PAS grant to improve amenities for pets at Delta Landing, an interim housing program in East County. Contra Costa Health, in partnership with Contra Costa Public Works department contracted with an architect and local construction company to build two dog parks, kennels and a dog washing station. The project was finalized and the parks, kennels and dog washing station opened in fall of 2024.



DELTA LANDING

National Conferences

- **National Alliance to End Homelessness (NAEH):** Members of H3's CORE team presented at the National Alliance to End Homelessness conference in Washington, DC, highlighting how cross-sector partnerships enhance person-centered approaches to encampments.
- **HUD National CoC Webinar Series:** Contra Costa's Coordinated Entry System Manager presented at a national HUD webinar on CoC and criminal legal system coordination, focusing on efforts to formally integrate justice stakeholders into governance and advance cross-system housing access through strategic reentry planning.

Youth Leadership In Action

- In November, YAB hosted a Youth and Young Adult panel on Homelessness with Contra Costa College and the Council on Homelessness, engaging 47 community members and an article in the Contra Costa Pulse called, **→ Youth Affected by Homelessness Want to Help Solve 'Crisis'**.
- YAB members participated in a regional convening hosted by Tipping Point Community, connecting peers from across the Bay Area to share strategies and build YYA collective power and advance YYA-led solutions.



YOUTH AND YOUNG ADULT PANEL

CoC SYSTEM SUCCESS STORY

***Darren**, a man in his mid-50s, lived with his mother and worked as a janitor at Safeway and John Muir Hospital. After his mother passed away, he lost his housing and his health declined leaving him unable to work. Darren spent five years moving between shelters, struggling with unmanaged chronic health conditions and, eventually, a leg amputation. His condition led to a placement at the Philip Dorn Medical Respite facility and then the Concord Shelter. There, Darren actively took charge of his health, attending medical appointments, collaborating with the medical team at Philip Dorn Respite and learning how to manage his health. His progress was supported by an Enhanced Care Management worker and a shelter case manager.*

Financial challenges complicated his journey further. Darren faced difficulties qualifying for General Assistance (GA) due to his pension from a previous job. After several attempts by his case workers, he was approved for GA, enrolled in the Housing Disability Advocacy Program (HDAP) and eventually secured Supplemental Security Income (SSI) along with back pay, offering much-needed relief.

Darren wasn't initially sure about moving into El Portal due to his strong connection to East County but loves his new home. His three daughters have been able to visit and his nephew provides the care he needs as his In-Home Supportive Services (IHSS) worker.

" I love living here and having my own space."

- Darren





MEMORIAL EVENT

Homelessness Awareness Month

For Homelessness Awareness Month (November), we celebrated significant achievements and collaboration in addressing homelessness within our community.

- A well-attended reception honored individuals nominated for their outstanding efforts in this field;
- COH Chair presented to the Board of Supervisors on November 12th, securing two resolutions of support;
- Homeless Persons' Memorial event co-hosted by the Contra Costa Crisis Center, SoS Richmond, NAMI Contra Costa, Loaves and Fishes of Contra Costa and the Council on Homelessness on December 20th at the Walnut Creek Library.

Next Step Interim Housing Pilot

In late 2024, Contra Costa Health,in partnership with the Housing Consortium of the East Bay (HCEB), launched the Next Step Interim Housing Pilot Program.

- Provides 38 rooms of trauma-informed, low-barrier interim housing with collaborative supportive services at leased motel in Concord
- For adults experiencing homelessness with an identified housing option to increase flow out of shelters and CORE services and serve more participants.
- Operates year-round with no entry requirements related to sobriety, treatment, or income and no set length of stay.

Future Initiatives and Goals

- **Coordinated Entry Housing Needs Assessment Tool:** In 2024, Contra Costa Health launched the Coordinated Entry Housing Needs Assessment (HNA) Replacement and Prioritization Project to replace the existing housing assessment tool with a more equitable, data-informed approach to assessing vulnerability, housing barriers and individual preferences. Will launch the new Housing Needs Assessment tool by early 2026.
- **Integrated Behavioral Health Plan:** In 2026, Contra Costa Health will launch a new Integrated Behavioral Health Plan, informed by stakeholder input and designed to transform service delivery—including program integration, housing interventions and full-service partnership reform. Contra Costa will collaborate on initiatives such as CalAIM community supports, transitional rent, shelter funding and redesigning housing needs assessment tool to strengthen care for individuals with serious behavioral health needs.
- → **Modular Shelter:** As part of the $5.7 million in state funding Contra Costa received through the Encampment Resolution Funding (ERF) program, Contra Costa will install 20 pet-friendly, non-congregate modular shelter units at the Brookside Adult Homeless Shelter campus to provide private, climate-controlled interim housing for encampment residents served under ERF funding. These units offer on-site storage, access to showers, meals and case management, creating a pathway for encampment residents who desire shelter.
- **Legacy Court:** In 2025, H3 and Contra Costa Behavioral Health will refer 15 families to → **Legacy Court**, an Eden Housing development in Richmond, leveraging No Place Like Home funding to provide permanent supportive housing for support families, who are experiencing homelessness, at risk of experiencing homelessness and in need of mental health services.

CoC BUDGET

Budgets are prepared for each fiscal year (July 1 to June 30). During fiscal year 2024-2025, which overlaps with the calendar year for this annual report, HUD awarded the CoC $22,336,034 and an additional $1,789,609 through Special funding to support unsheltered homelessness. This amount represents a 47% increase over five years in HUD funding. Additional non-HUD funds in the amount of $22,727,750 obtained through grants and foundations provided supplemental and critical financial resources for CoC administration, planning, data management, housing and other critical services. These non-HUD funds, which account for 49% of the CoC budget, have fluctuated by nearly $13 million in the past five years, primarily due to one-time funding during the COVID-19 pandemic. During this past year, funding has stabilized and represents a 10% decrease, from fiscal year 2020-2021 to fiscal year 2024-2025 **(Table 1)**.

The majority of the CoC funds are one-time, emergency funds that cannot be assured in future fiscal years.

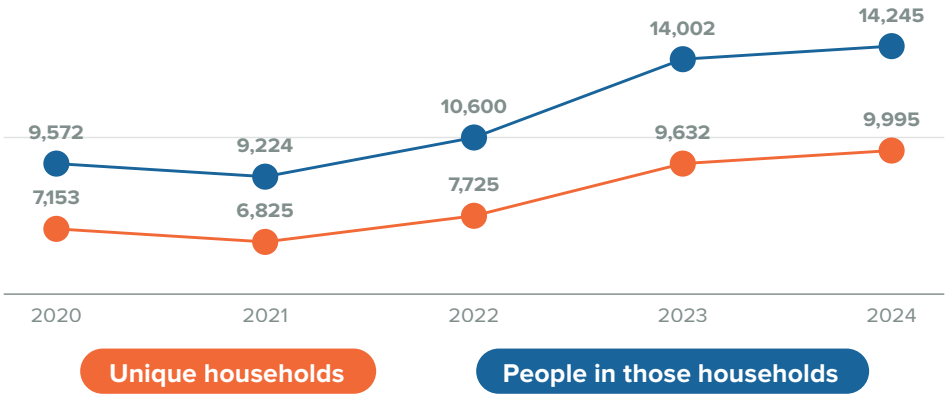
Table 1: Fiscal Year Budgets for 20-21 through 24-25

BUDGET	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	% CHANGE
CoC Award	$15,239,701	$16,296,852	$17,318,215	$19,300,140	$22,336,034	**+47%**
Special NOFO Award	-	-	-	$1,789,609	$1,789,609	0%
Other government and local funding	$25,158,000	$28,967,00	$33,015,872	$21,689,934	$22,727,750	**-10%**
Total funds	**$41,454,852**	**$45,815,402**	**$45,815,402**	**$42,779,683**	**$46,853,393**	**+13%**

CoC PROGRAM UTILIZATION

During Calendar Year 2024, 9,995 unique households were served in CoC programs, with 14,245 people in those households. This represents a 40% increase in households served since 2020. During 2021, the number of households served decreased while services were limited and capacity to serve people at shelters was reduced, to prevent over-crowding and the spread of COVID-19. Programs began to increase services in 2022 as COVID-19 response became more integrated in day-to-day operations **(Figure 1)**.

Figure 1: Number of Households and Individuals Accessing CoC Services, 2020-2024



40% increase in households since 2020.

The CoC has ten program models that fall under three categories based on the homeless status of those people utilizing those services **(Figure 2)**:

- **Prevention and Diversion:** for people/households who are at imminent risk of homelessness. Services include case management, conflict resolution and financial assistance.
- **Crisis Response:** for people/households currently experiencing literal homelessness. Services include outreach, emergency or interim shelter, basic needs, case management, referrals to financial and social benefits, housing navigation and linkages to health and housing services.
- **Permanent Housing:** for people/households who were formerly homeless, many of which have disabilities and need wrap-around services. Permanent housing programs include long-term housing supports, sometimes with case management.

Figure 2: Program Models and Categories

Prevention and Diversion

Prevention*
Diversion

Crisis Response

Emergency Shelter*
Rapid Exit
Transitional Housing*
Outreach*
Rapid Rehousing*
Support Services*

Permanent Housing

Permanent Supportive Housing
Permanent Housing without Supports

* Program models are also "project types" defined by HUD.

Figure 3: Household Enrollment Across Program Model Categories, 2024

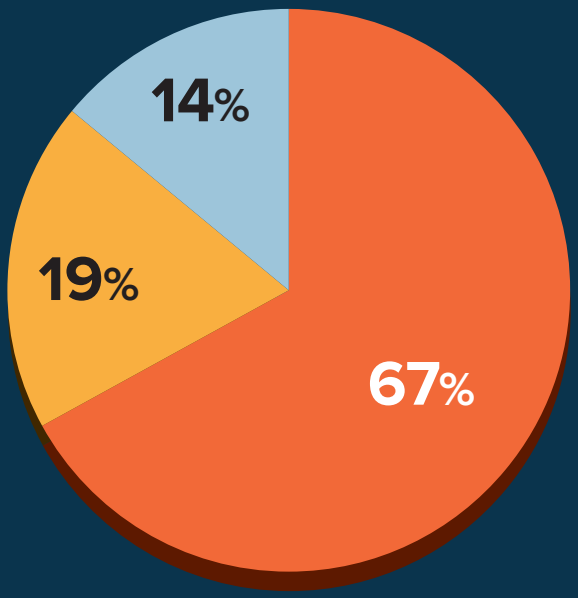
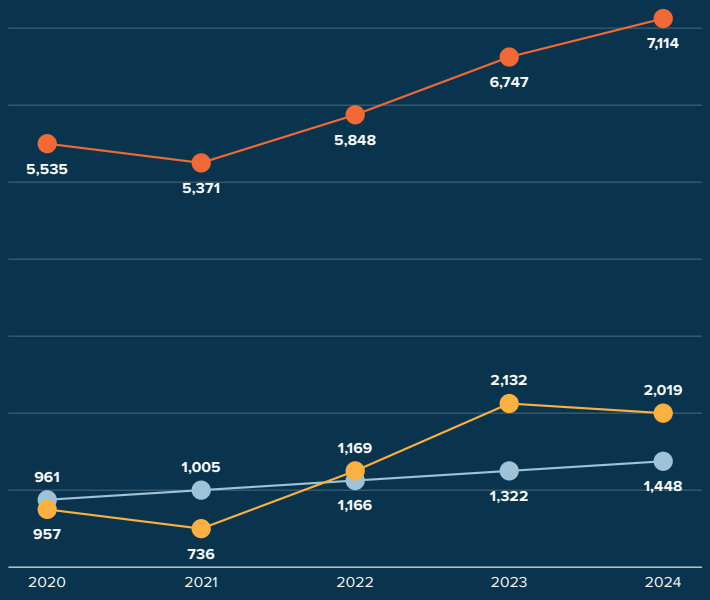


Figure 4: Number of Households Served, by Program Model Category, 2020-2024



Prevention and Diversion | Crisis Response | Permanent Supportive Housing

The majority of households served in the CoC were served in Crisis Response programs designed for people experiencing homelessness in both unsheltered and emergency shelter settings (67% of household enrollments, n=7,114). Households in Prevention/Diversion and Permanent Housing made up 19% and 14% of enrollments (n=2,019 and n=1,448 respectively, **Figure 3**)

There was a 111% five-year increase in the number of households served in Prevention and Diversion, a 29% increase in Crisis Response and a 51% increase in Permanent Housing **(Figure 4)**

POSITIVE OUTCOMES AND EXIT DESTINATIONS

There were 118 programs in the CoC, listed in Appendix A. These programs fall under the program models adopted by the CoC. Desired exit destination for each program model varies depending on the target population (At-risk, Sheltered, or Unsheltered) and expected outcomes:

Permanent Housing

- Rental units (subsidized or not)
- Own home
- Living with friends or family on permanent basis

Temporary Settings

- Transitional housing
- Living with family or friends on a temporary basis
- Hotels/Motels not paid for by the CoC

Emergency Shelters

- Interim housing designated for people experiencing homelessness
- Hotels/motels paid for by the CoC

Institutional Settings

- Hospitals, mental health facilities
- Rehabilitation centers
- Foster care
- Long-term care facilities
- Detention

Unsheltered Settings

- Encampment
- Vehicles such as cars and RVs
- Uninhabitable buildings

There are two additional exit destination statuses:

1. **Still active** status occurs when a household has not yet exited a program. This is common for Permanent Housing programs where households remain housed and engaged in programming and for interim housing programs where households remain unhoused and engaged in shelter or Rapid Rehousing. Households that do not engage with programming are automatically exited after 90 or 120 days, depending on the program model.
2. **Missing data** for exit destination occurs when households stop engaging with CoC programs without providing their next destination or sleep setting (this includes households that are auto exited). This is common for households in Crisis Response as many households may find housing on their own, may move out of the area, or may simply stop accessing CoC programs, yet continue to experience homelessness.

Positive Outcomes from Prevention and Diversion

Prevention programs are designed for people close to losing their housing (some programs are specific to households that might lose their housing within the next two weeks). Diversion programs help households experiencing homelessness quickly exit CoC programs to permanent housing. The goal of Prevention and Diversion programs is to gain housing quickly with a Permanent Housing exit destination.

Positive Outcomes from Crisis Response

Street Outreach and Support Services provide resources and referrals for people sleeping outside who need access to basic living necessities and referrals to housing support. Positive outcomes for Outreach and Support Services entail further engagement in the CoC at shelters and/or referrals to housing services. Missing exit destination from Outreach and Support Services is common for the many people who stop engaging with these programs without formally exiting CoC programs.

However, other program models in Crisis Response, such as Rapid Rehousing and Rapid Exit, have a housing focus and help people experiencing homelessness achieve housing through case management and financial assistance. Data collection on exit destination is more complete for these types of programs, although some still exit the system without exit data.

Positive Outcomes from Permanent Housing

A positive outcome for Permanent Housing is simply maintaining housing through a Permanent Housing program or exiting to other Permanent Housing destinations (these outcomes are summarized below in **Table 2**).

Table 2: Positive Outcomes for Each Program Model Category

Program Model Category	Positive outcomes
Prevention and Diversion	Remain housed upon program exit
Crisis Response (other than Rapid Rehousing)	Temporary stay at a shelter, Transitional Housing, friend, or family member's home; Permanent Housing; long-term care setting
Crisis Response (Rapid Rehousing)	Exit to Permanent Housing, subsidized or not
Permanent Housing	Remain housed in Permanent Housing program or exit to other Permanent Housing

Exit destinations for households utilizing each of the program model categories are provided in **Table Three**. These outcomes should be judged based on the program model objectives, as described above and should not be compared across program model categories.

Table 3: Exit Destinations for Household Enrollments by Program Model Categories, 2024

Exit Destination	Prevention/ Diversion (n=2,019)	Crisis Response (all programs) (n=7,114)	Crisis Response (RRH only) (n=1,142)	Permanent Housing (n=1,448)
Permanent Housing	88%	13%	34%	98%
Temporary Setting	2%	6%	9%	<1%
Emergency Shelter	<1%	7%	2%	<1%
Institution	<1%	2%	1%	1%
Unsheltered	1%	31%	7%	<1%
Still Active	9%	23%	46%	N/A
Missing Data	<1%	18%	1%	1%

A description of each program model category is provided in the following section, along with the number of households served and demographic data during 2024. The program models are listed in order of program model category (Prevention and Diversion, Crisis Response and Permanent Housing). Crisis response has multiple program models. Data summaries are provided for those program models as well.

In addition to the housing exit destination for all enrollments, this section includes the proportion of households per program model that exited to Permanent Housing. This data run removes some of the duplication and provides a clearer understanding of housing rates for each program model.

This year's report reflects updates to our data collection and analysis methodology. Data throughout the report may not be comparable to previous years. These changes were made to better reflect service data by de-duplicating individuals who enter the same program model multiple times during a reporting period.

Prevention and Diversion

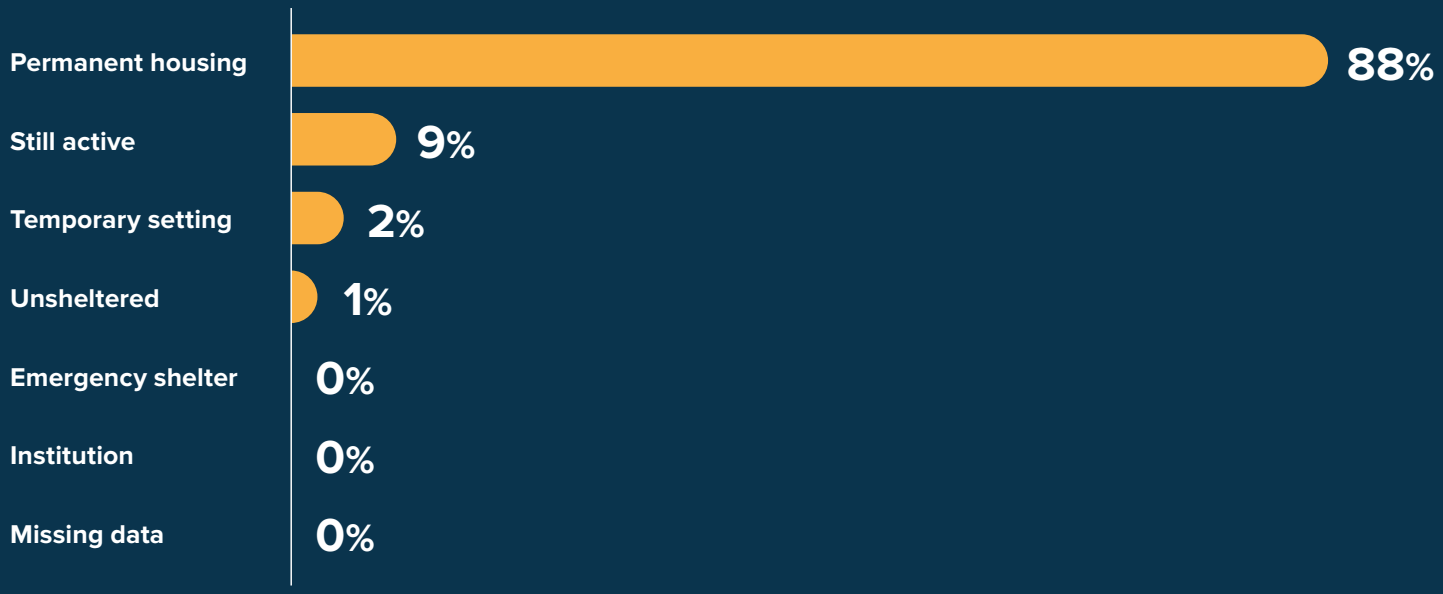
Outcomes

Outcomes for Prevention and Diversion focus on maintaining Permanent Housing. Almost ninety percent (88%) of household enrollments in Prevention and Diversion exited to Permanent Housing, 2% exited to a Temporary Setting and one percent exited to Unsheltered Settings. Nine percent were active at the time this report was generated **(Figure 5)**.

97%

of deduplicated households had a positive exit

Figure 5: Exit Destination for Households Accessing Prevention/Diversion, 2024



Prevention and Diversion

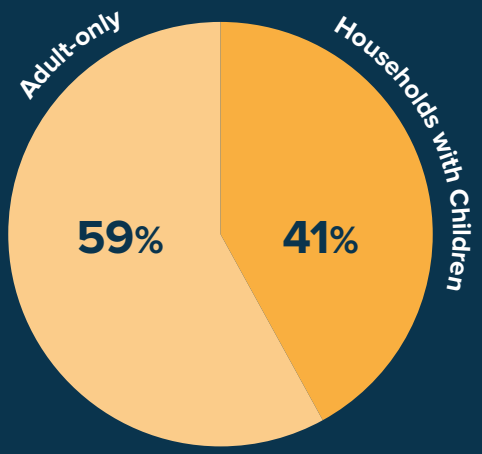
Utilization and Demographics

Prevention and Diversion programs provide short-term, one-time support for people at risk of homelessness or who have been homeless but recently accessed the system of care for the first time. Supports include conflict resolution between tenants and landlords or family members, financial assistance for utilities, rent, deposits, or fees related to housing and case management.

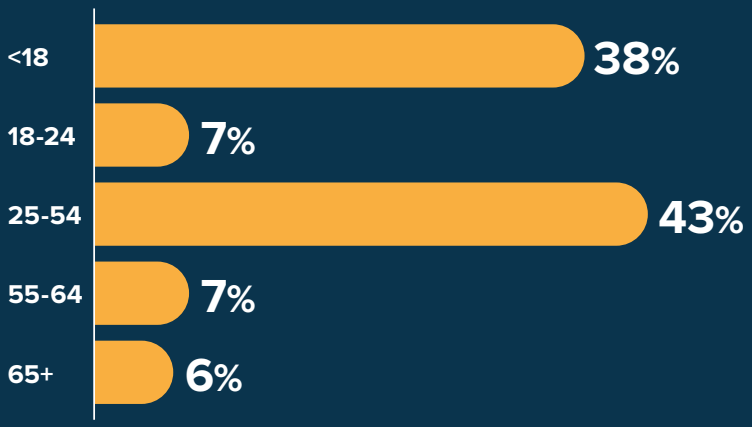
2,019
households served in 2024

Demographics for those served in Prevention and Diversion in 2024:

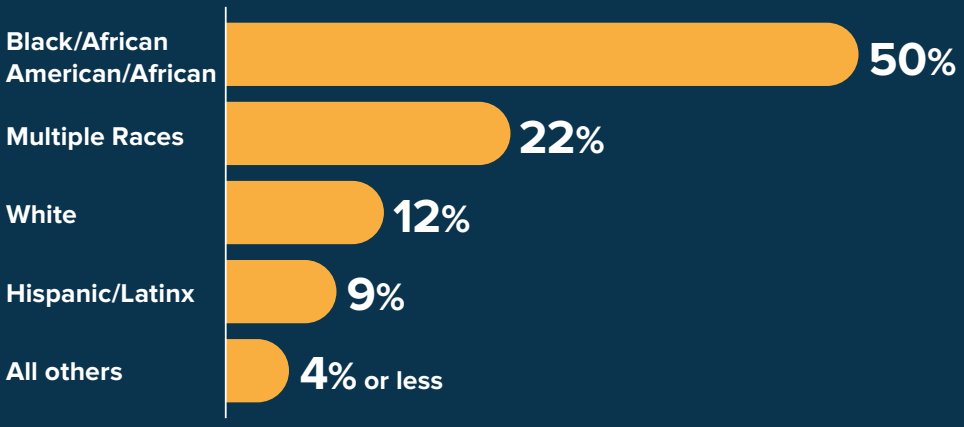
HOUSEHOLD TYPE



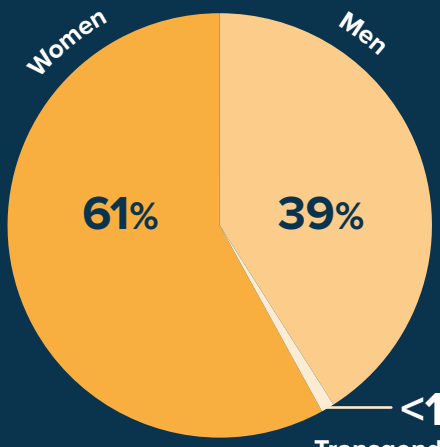
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

There are no chronically homeless in Prevention/Diversion programs

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Prevention and Diversion

SUCCESS STORY

*After years of homelessness due to family abuse, **Shay** [name changed to protect privacy] finally landed at Calli House shelter for transition aged youth (ages 18-24). After a year of stability at Calli house, where they successfully completed cosmetology school, Shay moved in with their sister. Unfortunately, physical and verbal abuse from their sister's partner drove them back into homelessness again.*

When CORE mobile outreach first met Shay in an encampment, they had just the clothes on their back and were struggling with severe mental health issues. CORE helped Shay get to much needed doctor appointments, apply for benefits like CalFresh and provided transportation to a Warming Center. With the stability provided by the Warming Center, Shay was soon able to find a job and stabilize their physical and mental health.

When Shay found housing and a job in Texas, CORE made sure the housing in Texas was stable and ensured Shay could stay at the Warming Center for the two weeks prior to their flight. CORE also helped Shay get a plane ticket, transferred their medical and food stamps to Texas and provided suitcases and transportation to the airport.

"Shay landed safely in Texas and started their full-time job with stable housing, a sense of well-being and hope for the future."

- Shay's CORE outreach worker



Crisis Response

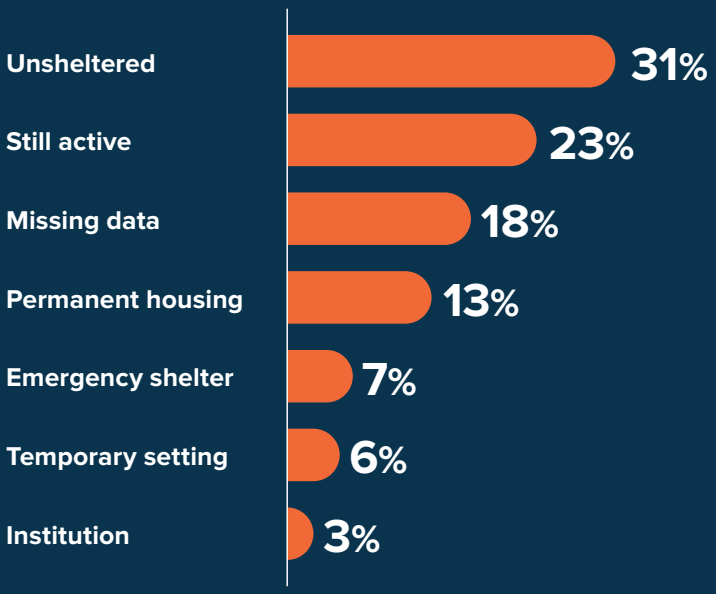
Outcomes

Thirteen percent exited Permanent Housing, while 31% exited to an Unsheltered Setting. Seven percent exited to an Emergency Shelter and another 6% to a Temporary Setting. Three percent exited to an institution and 18% had missing data. About 23% were still active at the time this report was analyzed **(Figure 6)**.

17%

of deduplicated households exited to permanent housing

Figure 6: Exit Destination for Households Accessing Crisis Response, 2024



Crisis Response

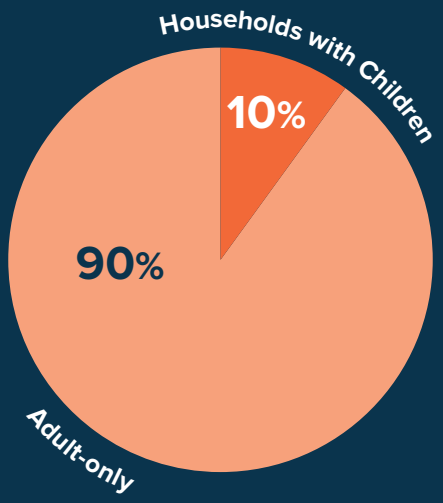
Utilization and Demographics

Crisis Response includes all program models designed to serve people who are in Sheltered and Unsheltered Settings: Rapid Exit, Street Outreach, Support Services, Emergency Shelters, Transitional Housing and Rapid Rehousing. Demographic and outcome data specific to each program model are provided in the next section. However, it is helpful to aggregate data across all program models within Crisis Response to describe households that are literally homeless.

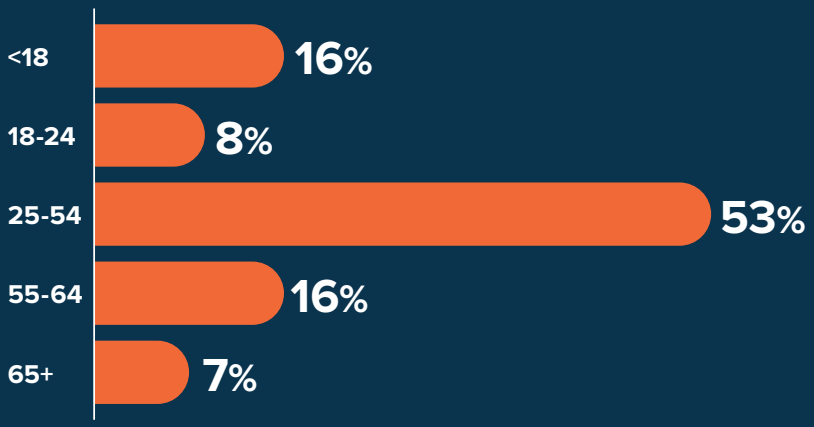
7,114
households served in 2024

Demographics for those served in Crisis Response in 2024:

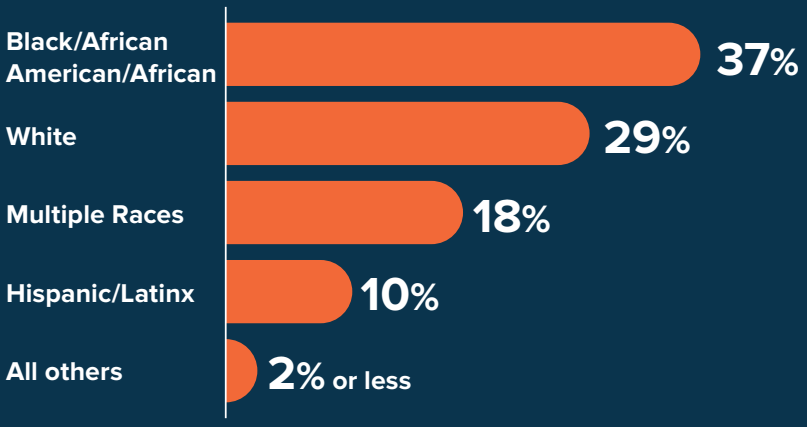
HOUSEHOLD TYPE



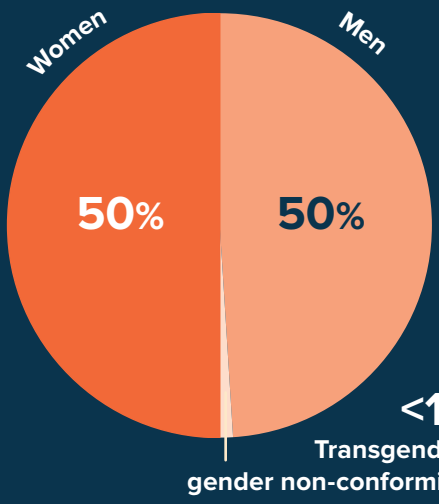
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

39% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Rapid Exit**

Outcomes

For the 99 households enrolled during 2024 in Rapid Exit, 98% exited to Permanent Housing. Two percent were still active at the time this report was analyzed **(Figure 7)**.

98%

of deduplicated households exited to permanent housing

Figure 7: Exit Destination for Households Accessing Rapid Exit, 2024



Crisis Response | Rapid Exit

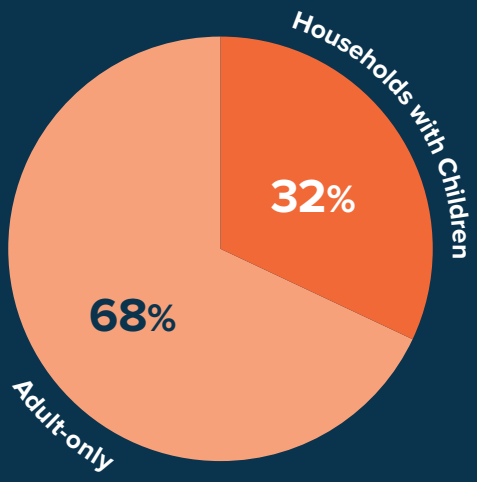
Utilization and Demographics

Rapid Exit is a program model designed for households that are newly homeless but not yet active in the CoC to prevent entry into Crisis Response or to quickly resolve a household's homelessness once they enter a shelter, Transitional Housing situation, or an Unsheltered situation.

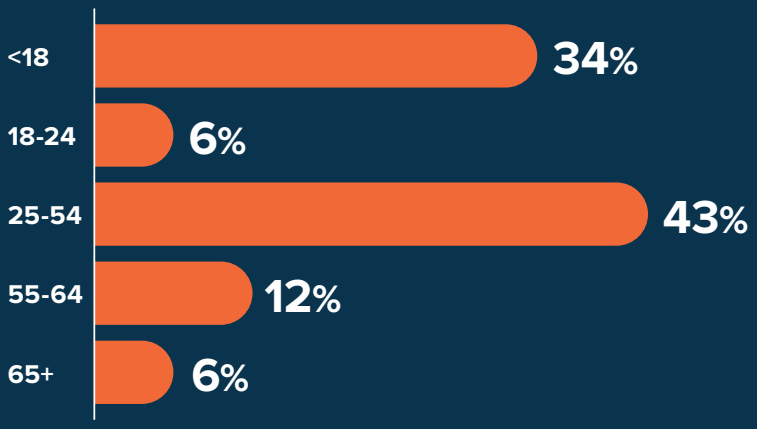
99
households served in 2024

Demographics for those served in Rapid Exit in 2024:

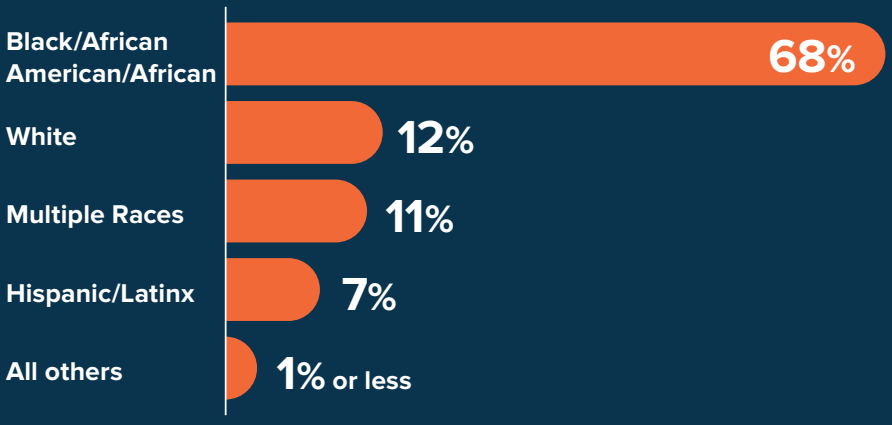
HOUSEHOLD TYPE



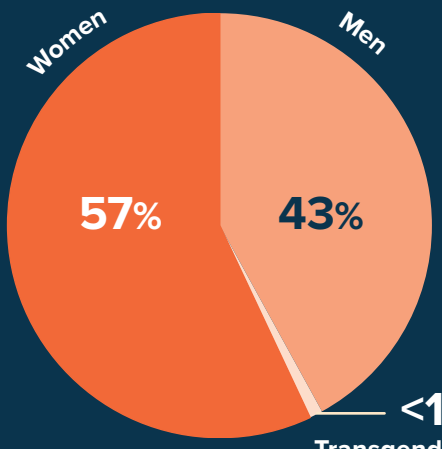
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

36% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Rapid Exit**

SUCCESS STORY

Frank *[name changed to protect privacy] had been homeless for 12 years when he first connected with CORE mobile outreach. He spent over a year at Brookside shelter where shelter case managers conducted a housing assessment, helped him get documents we would need for housing and got him connected to public benefits he qualified for. Healthcare for the Homeless provided Frank with the mental health services essential to help him stabilize.*

While in shelter, the Coordinated Entry System identified Frank as a candidate for an open Permanent Supportive Housing unit designated for people with severe mental health needs experiencing chronic homelessness. Shelter staff helped with the application process and meetings with property management for the leasing process and connected him to the Rapid Exit program with Hope Solutions to provide deposit assistance and first month rent once his housing process started moving.

The team was able to get Frank housing despite his unique and complex barriers by providing consistent and coordinated support. Thanks to the help of this team, Frank is now living in housing with the financial and social supports he needs to remain housed ***PERMANENTLY!***



"Rapid Exit provided the final piece of financial support Frank needed to secure housing. It's a simple but powerful investment that helps end homelessness faster."

- Coordinated Entry Manager

Crisis Response | Street Outreach

Outcomes

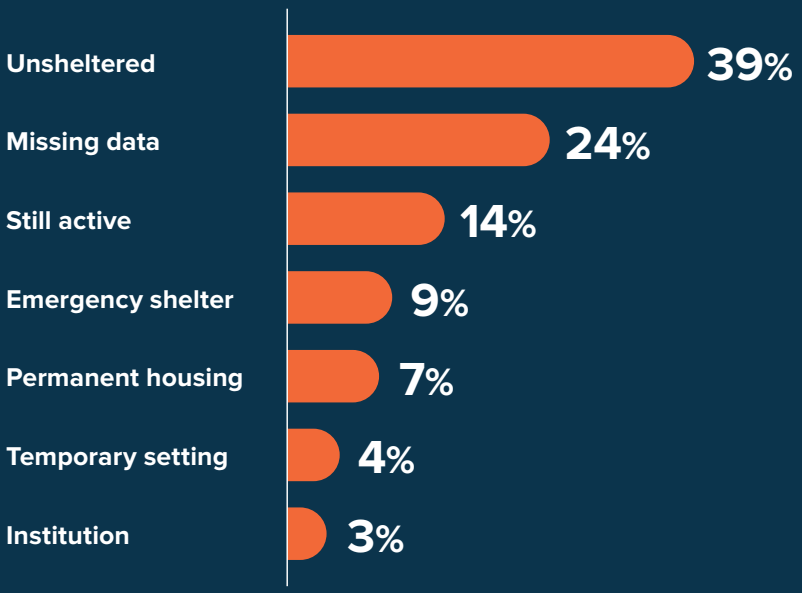
The purpose of Street Outreach is to engage with people sleeping in Unsheltered Settings and refer them to supports that might lead to shelter, Temporary housing, or Permanent Housing.

Thirty-nine percent of individuals exited to an unsheltered setting. Additionally, 9% exited to Emergency Shelter, 7% to Permanent Housing, 4% to a Temporary Setting and 3% to an Institutional Setting. Twenty-four percent had missing data and 14% remained active at the time this report was analyzed **(Figure 8)**.

8%

of deduplicated households exited to permanent housing

Figure 8: Exit Destination for Households Accessing Street Outreach, 2024



Crisis Response | Street Outreach

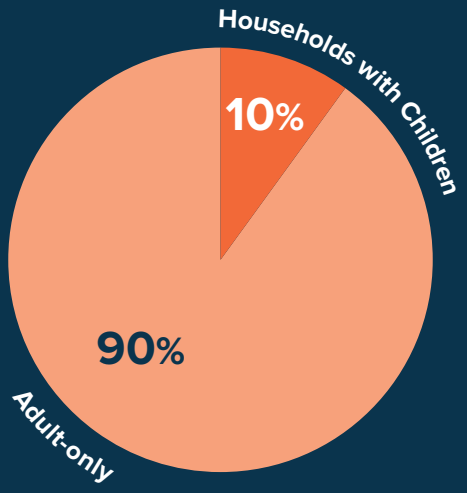
Utilization and Demographics

Street Outreach is provided in the community to link people experiencing unsheltered homelessness with basic needs (including but not limited to food, water and hygiene kits) as well as referrals and connections to service providers within the CoC.

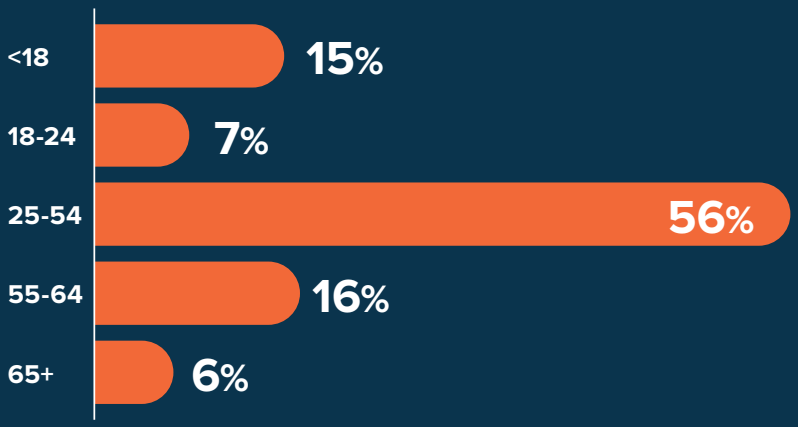
4,918
households served in 2024

Demographics for those served in Street Outreach in 2024:

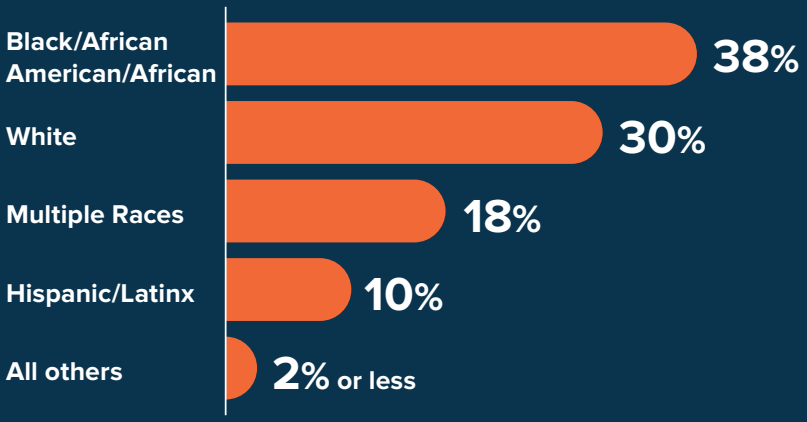
HOUSEHOLD TYPE



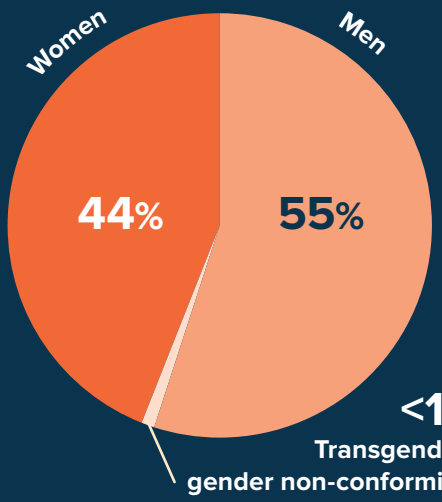
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

46% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Street Outreach**

SUCCESS STORY

*When CORE mobile outreach met **James** [named changed to protect identity], the seventy-year-old was limping down the road in a wet blanket and dirty clothes, having just walked 21 miles from East County to the Central County neighborhood where he grew up. Robbed of his phone, EBT card, SSI card and wallet and abandoned on the side of the road by a relative after being discharged from the hospital, James was extremely upset and on the verge of breaking his hard-earned sobriety.*

CORE moved quickly to get him clean clothes, a shower, food and a bed at the Warming center for a night while they explored his options. The next morning CORE let James know that Bay Area Rescue Mission had a spot for him in their one-year program that included substance use services and a culinary training program. James was thrilled about both as he wanted to maintain his sobriety and had learned to love cooking while working in the kitchen during various stints in jail. CORE drove James to the Bay Area Rescue Misson, introduced him to the staff there and helped him get settled. He is filled with hope and excitement for this new start at life.

"James has been cooking for the Rescue Mission's Soup Kitchen for a few months now and wants to work as a chef when he graduates!"

- Bay Area Rescue Mission staffer

Crisis Response | Support Services

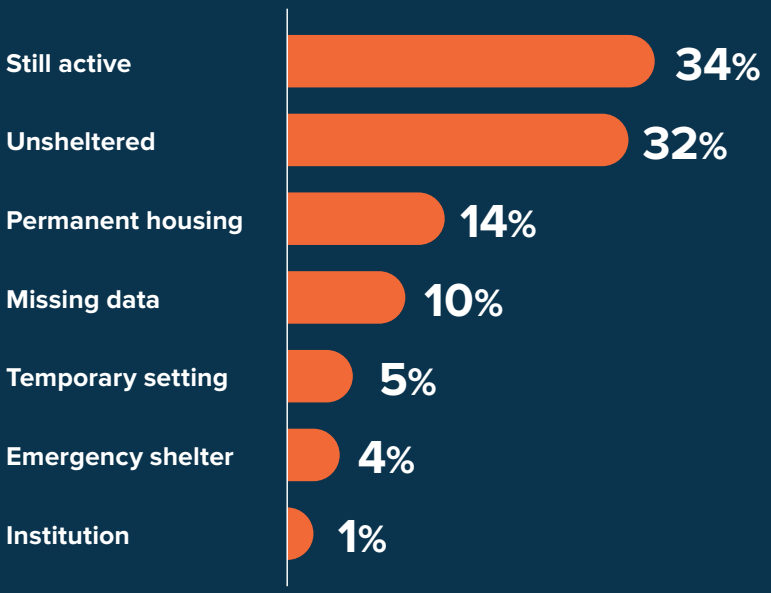
Outcomes

Fourteen percent of households exited to Permanent Housing, 32% exited to an Unsheltered Setting and 34% were still active when the data was analyzed. Five percent went to a Temporary Setting, four percent to an Emergency Shelter, one percent to an Institution and ten percent had missing data **(Figure 9)**.

15%

of deduplicated households exited to permanent housing

Figure 9: Exit Destination for Households Accessing Support Services, 2024



Crisis Response Support Services

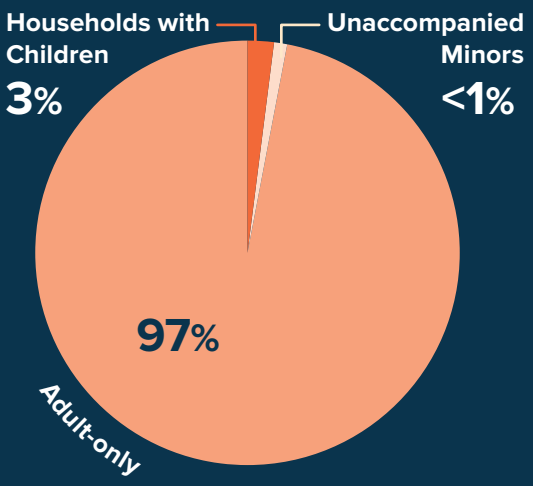
Utilization and Demographics

Some Support Services program models provide basic needs such as meals, showers, hygiene kits, mail service and referrals to other resources that might lead to shelter, Temporary housing, or Permanent Housing. Other Support Services focus on enrollment into benefits programs.

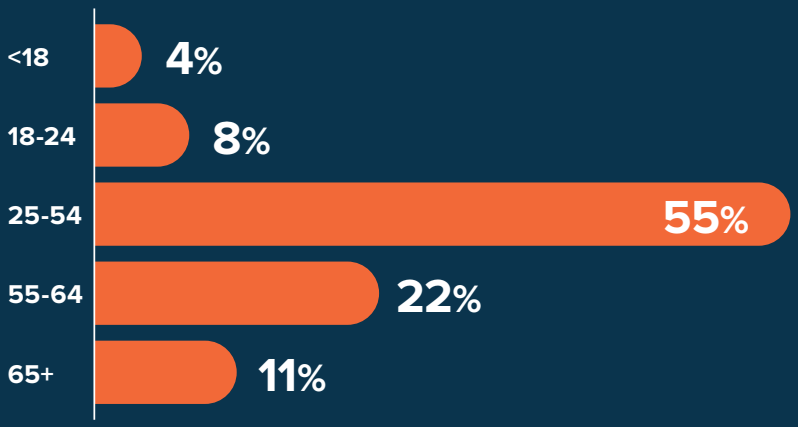
2,181 households served in 2024

Demographics for those served in Support Services in 2024:

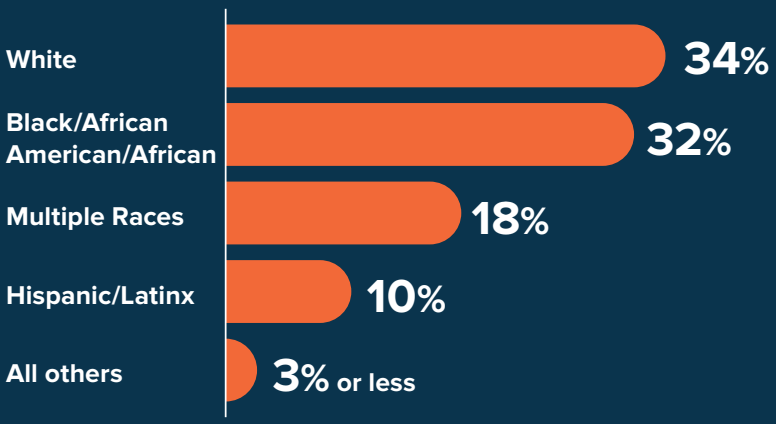
HOUSEHOLD TYPE



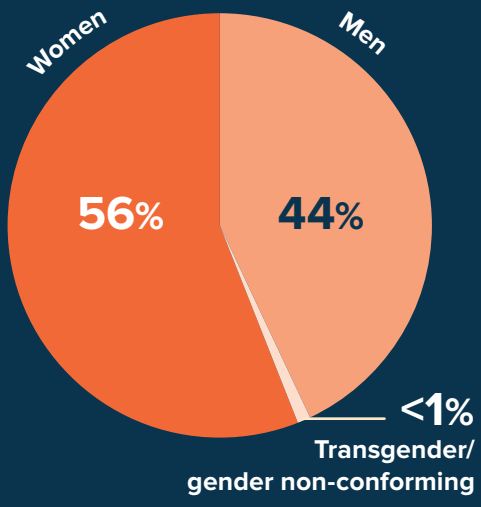
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

32% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Support Services**

SUCCESS STORY

***Angela**, a woman in her 60s, faced immense challenges after losing her job. With no family nearby to support her, finding employment proved difficult due to her age and the toll of a long-term substance use disorder on her health. After months of living in a tent, she decided to call 211 for help. CORE mobile outreach came to her tent and brought her to the Greater Richmond Interfaith Program (GRIP) Warming Center.*

Angela showed unwavering commitment by working with GRIP daily for 11 months. With the CARE Center's assistance, she accessed vital services such as mail, showers, laundry and meals, while dedicated staff helped her apply for SSI/SSDI benefits. CORE provided transportation to medical appointments and document drop-offs, while Healthcare for the Homeless offered critical medical support at GRIP. Through collaborative efforts, her case manager secured a room for rent, with Hope Solutions covering move-in costs. Angela's perseverance paid off as she transitioned from the streets to a warm, stable home. Today, Angela is thriving and deeply grateful to have a roof over her head.

"Angela has been one of our most amazing clients. Her optimistic energy spread through all of us."

- Case Manager

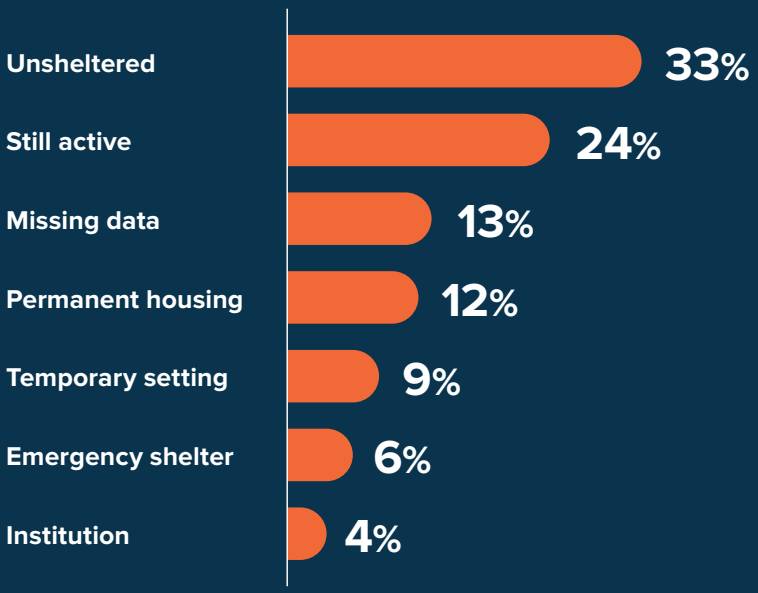


Outcomes

Emergency shelter aims to provide short-term and interim shelter until people find temporary or permanent housing resources.

Thirty-three percent of individuals exited to an unsheltered setting. Twelve percent exited to Permanent Housing, 9% to a Temporary Setting, 6% to an Emergency Shelter and 4% to an Institutional Setting. Thirteen percent had missing data and 24% of individuals were still active at the time this report was analyzed **(Figure 10)**.

Figure 10: Exit Destination for Households Accessing Emergency Shelter, 2024



Crisis Response | Emergency Shelter

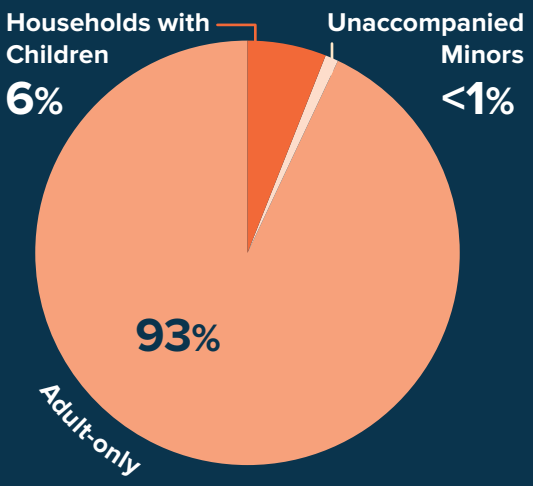
Utilization and Demographics

Emergency shelters provide interim housing for people who do not have safe and healthy sleep settings. People experiencing homelessness generally come from uninhabitable locations (encampments, streets, or vehicles), are fleeing domestic violence, or have lost their Temporary housing.

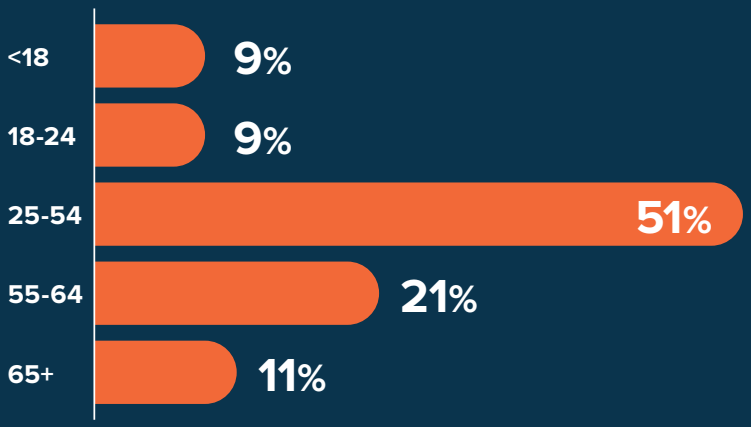
1,765
households served in 2024

Demographics for those served in Emergency Shelters in 2024:

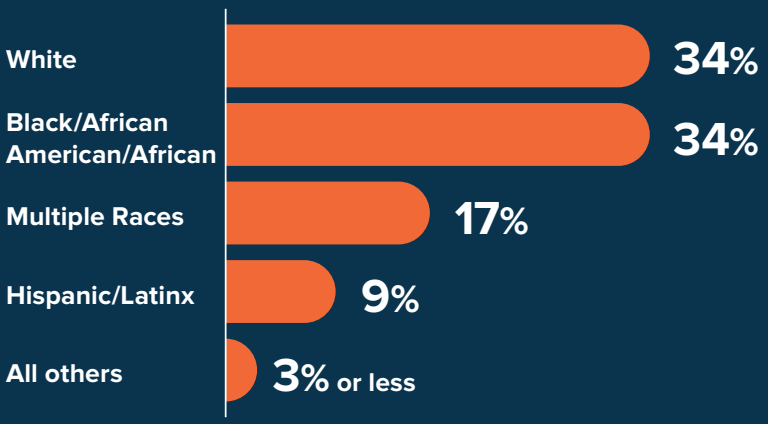
HOUSEHOLD TYPE



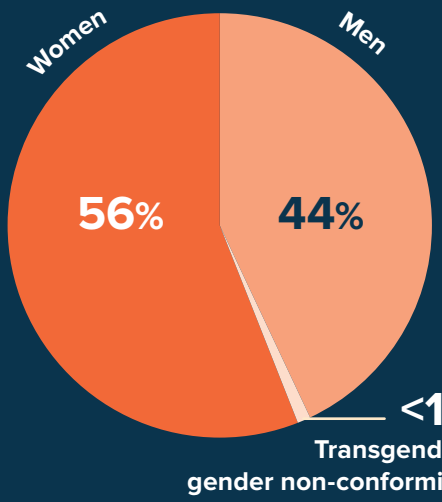
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

40% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Emergency Shelter**

SUCCESS STORY

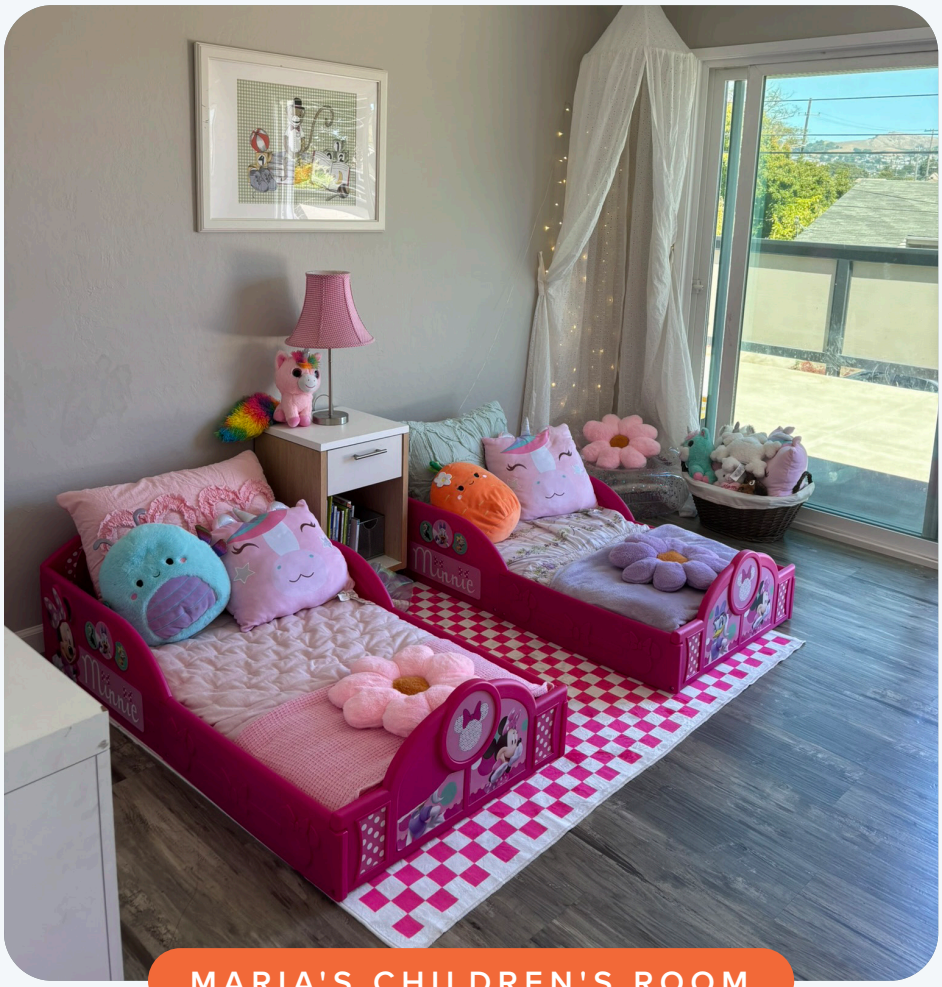
***Maria**, a single mother of three, faced homelessness after separating from her partner and losing her job, leaving her with no option but to live with her mother. When that situation deteriorated, she spent a week sleeping in her car with her children. A call to 211 resulted in a referral to GRIP's emergency family shelter.*

GRIP staff provided vital support, helping Maria achieve her GED, secure a full-time job at Safeway, enroll her children in school near the shelter and a daycare program and connect the family to mental health services. Through a Housing Stability Voucher and Bay Area Community Resources (BACR)'s housing navigator, she found permanent housing, with move-in costs covered by BACR. Make It a Home furnished her new place, creating a true home.

*By June 2024, Maria and her children had moved into their own home! Her kids are thriving in school, with their own rooms and Maria continues to work full-time at Safeway, maintaining stability. Maria said about the courage she needed to gather and the hard work she did to get housing, "**I'm not just doing it for me. I'm doing it for me and my kids.**"*

"Having the courage to take the first step can lead you to a whole new beginning."

- Maria



MARIA'S CHILDREN'S ROOM

Crisis Response | Transitional Housing

Outcomes

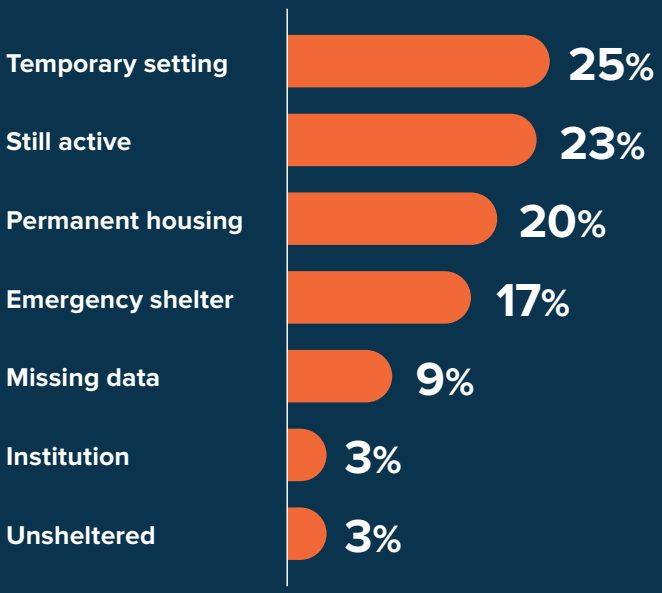
The primary goal of transitional housing is to move households from temporary housing to permanent housing.

Twenty percent of individuals exited to Permanent Housing, 3% to an Unsheltered Setting and 23% were still active at the time this report was analyzed. Twenty-five percent went to a Temporary Setting, 17% to an Emergency Shelter, 3% to an Institution and 9% had missing data **(Figure 11)**.

21%

of deduplicated households exited to permanent housing

Figure 11: Exit Destination for Households Accessing Transitional Housing, 2024



Crisis Response | Transitional Housing

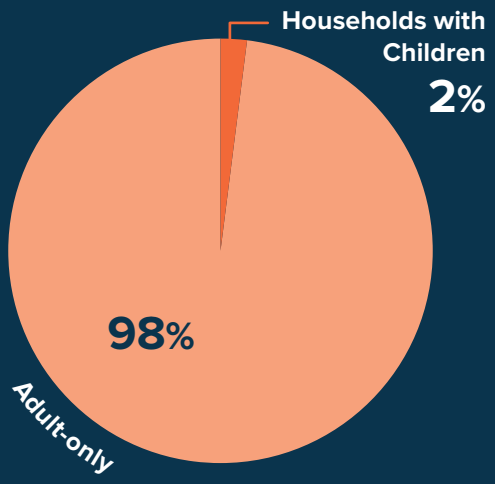
Utilization and Demographics

Transitional housing provides short-term housing to get households off the streets and into more stable living environments until Permanent Housing can be established. These programs are generally focused on specific sub-populations such as Transition Age Youth (18 to 24) and veterans.

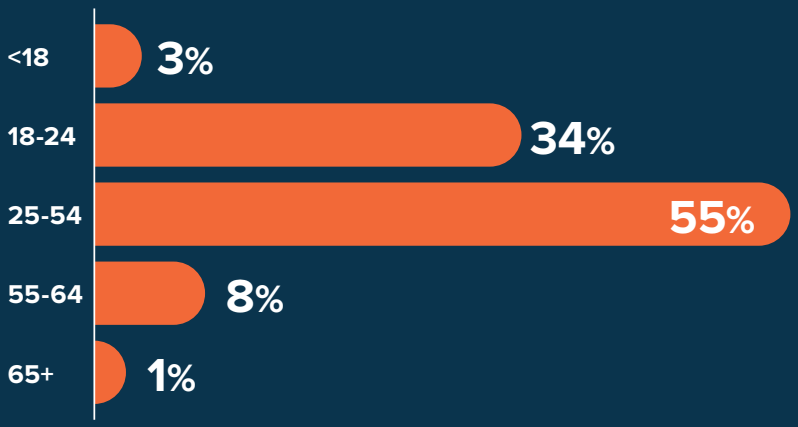
107
households served in 2024

Demographics for those served in Transitional Housing in 2024:

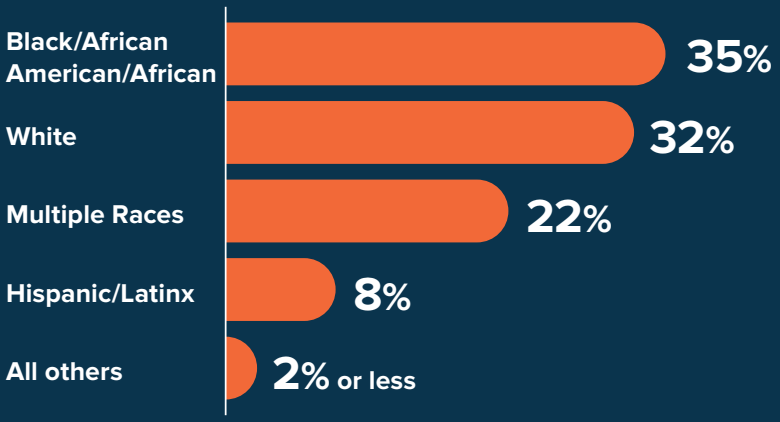
HOUSEHOLD TYPE



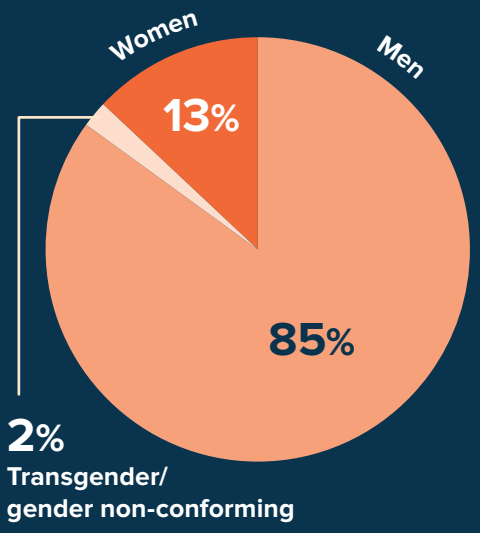
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

27% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Transitional Housing**

SUCCESS STORY

Lena, *a transition-age youth (TAY), was living with a family member when her uncle and his partner moved in. Conflict between Lena and the newcomers escalated to the point that she moved out and found herself homeless. She first stayed at the Bay Area Rescue Mission shelter and then found Calli House, a shelter designed specifically for TAY. Shortly thereafter, she moved into a Transitional Housing Program for TAY and started to stabilize.*

Unfortunately, while living there, Lena, an out lesbian, lost her job due to her sexuality and fell into a deep depression. With the support of a mental health clinician, Lena's mental health improved enough to find a new job, but, because the job was closer to Calli House, she asked to move back into the shelter to make the commute manageable.

With a new job and the support of Calli House staff, Lena began to thrive. Even though she was very nervous and didn't want to leave Calli House, her case manager encouraged her to consider living on her own. She had saved $4500 through the Youth Savings Program and her job was going well. When she found an affordable apartment, staff used the TAY Housing Security Fund to pay for her deposit and Lena managed the rest of the move in process on her own. Staff was right that she was ready and she's doing great.

"Lena has come back to visit a few times and is super happy, glowing, thriving. She's so positive and excited about her new life in her own apartment!"

- Lena's case manager



Crisis Response | **Rapid Rehousing**

Outcomes

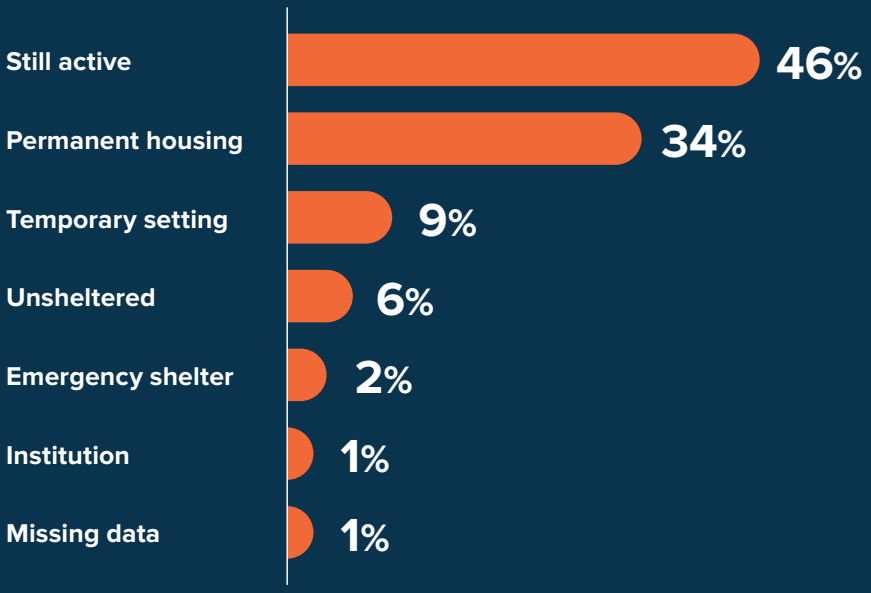
Households enrolled in Rapid Rehousing generally work with case managers to address barriers to obtaining housing and help identify appropriate housing opportunities. Households stay enrolled in Rapid Rehousing even after a move-in date until they can sustain housing on their own without support.

Nearly half (46%) of individuals were still active at the time this report was analyzed, while 34% exited to Permanent Housing. Nine percent exited to a Temporary Setting, 6% to an unsheltered location and 2% to Emergency Shelter. One percent exited to an Institutional Setting and 1% of records had missing data **(Figure 12)**.

46%

(Nearly half) of households accessing Rapid Rehousing were still active

Figure 12: Exit Destination for Households Accessing Rapid Rehousing, 2024



Crisis Response | Rapid Rehousing

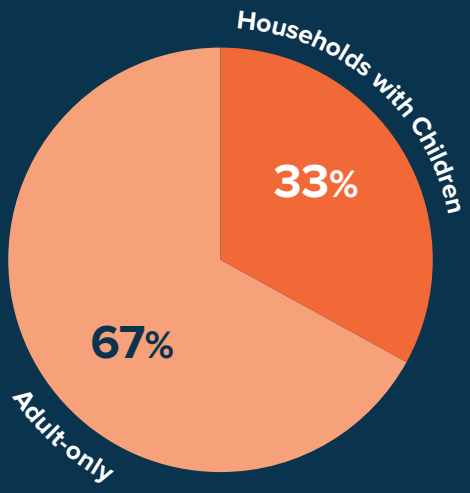
Utilization and Demographics

Rapid rehousing integrates short-term financial assistance with services and case management to help those experiencing homelessness get quickly re-housed and stabilized.

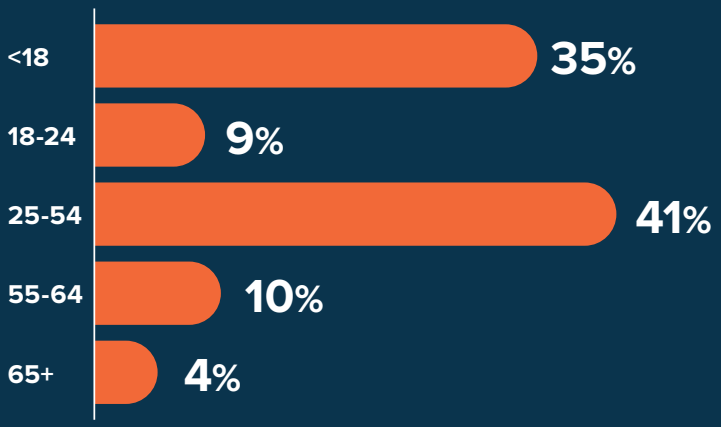
1,142 households served in 2024

Demographics for those served in Transitional Housing in 2024:

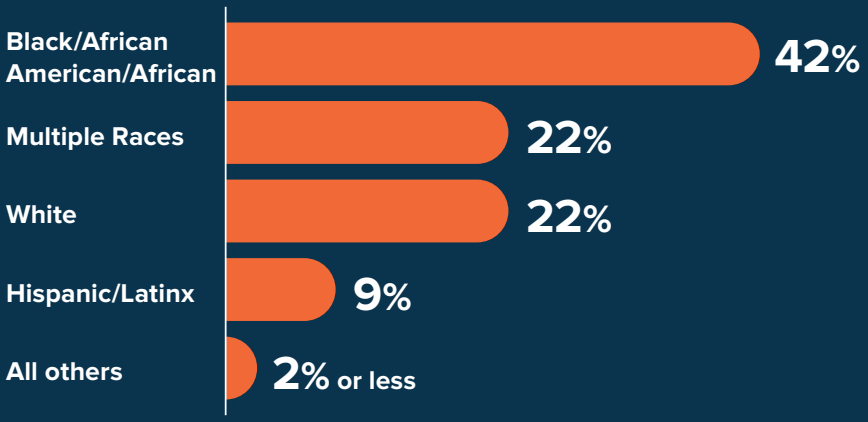
HOUSEHOLD TYPE



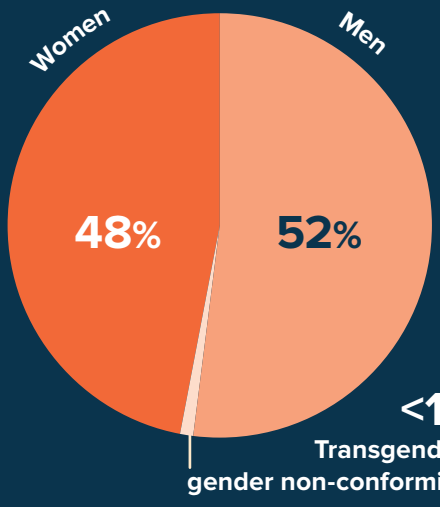
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

26% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Crisis Response **Rapid Rehousing**

SUCCESS STORY

Aaron *[name changed to protect privacy], a single father in his 40's, was working consistently until COVID hit. Without stable work, Aaron lost his housing and ended up living in his truck with his teenage son in East Contra Costa. When CORE mobile outreach connected with Aaron, they did a housing assessment and, through Coordinated Entry, he was soon referred to the SHELTER, Inc's Restored Hope Rapid Rehousing program. CORE supported Aaron with getting his necessarily documents and Restored Hope provided case management, wrap around services including housing navigation and employment services*

When Aaron first referred to the Restored Hope program he set a few goals: stable housing, improving his health and increasing his income with better work. With the right supports, Aaron was able to meet his goals and is building a stable life for himself and his son.

Aaron and his son now have steady housing in their own apartment, which was fully furnished through SHELTER, Inc's Extended Family Program. Aaron is working with a therapist to help manage his anxiety and after working with a SHELTER, Inc. Employment Specialist, he just received an offer from a security company and has plans to train as a truck driver. Kudos to Aaron and all the people and programs that helped support his journey towards a healthy and fulfilling life!



"Aaron is a determined individual who not only sets clear goals but actively works toward achieving them. Today, both he and his son are thriving, and he is deeply grateful for the opportunity to build a stable and loving home for them to share"

- Case Manager

Permanent Housing

Outcomes

Households in Permanent Housing programs generally remain housed until they are no longer able to live independently. At the time this report was generated, 95% of households in permanent supportive housing were still enrolled. An additional 3% exited to other Permanent Housing (resulting in 98% remaining housed), while 1% exited to an Institutional Setting and 1% had missing exit destination data. No households exited to an Unsheltered Setting, Temporary Setting, or Emergency Shelter **(Figure 13).**

98%

of deduplicated households exited to permanent housing

Figure 13: Exit Destination for Households Accessing Permanent Housing, 2024



Permanent Housing

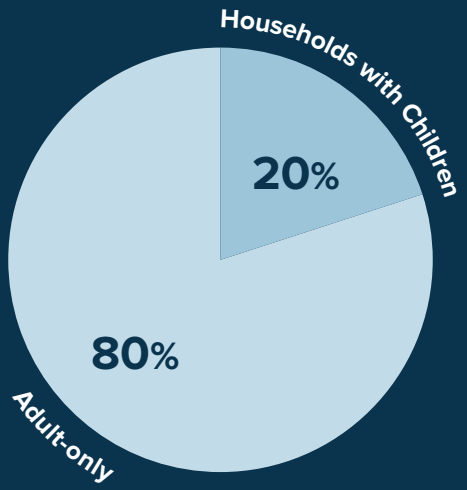
Utilization and Demographics

Permanent housing programs provide long-term financial support for housing for people who were previously homeless. Many include case management and wrap-around services. Most households stay housed in this program for many years.

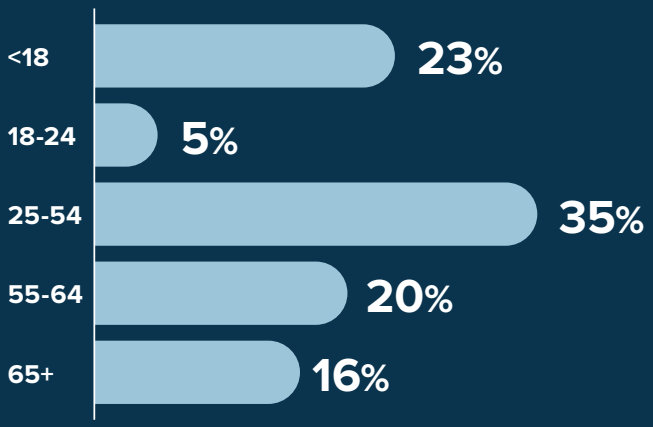
1,448
households served in 2024

Demographics for those served in Transitional Housing in 2024:

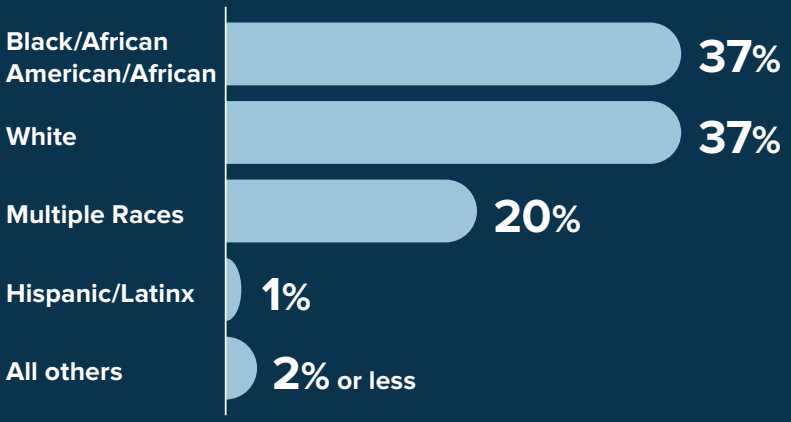
HOUSEHOLD TYPE



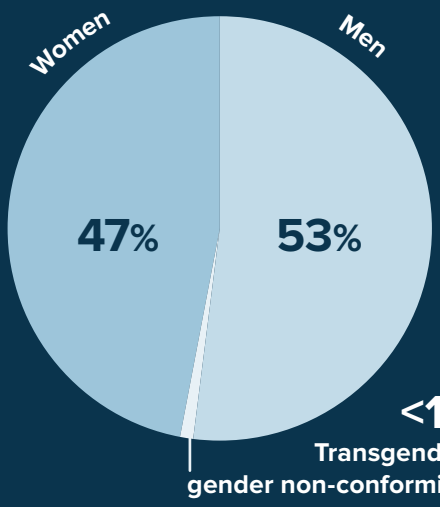
AGE



RACE/ETHNICITY



GENDER



CHRONIC HOMELESSNESS

45% of households experienced chronic homelessness

*Note: Individuals who selected multiple gender identities are counted in each gender category. Transgender/gender non-conforming data are suppressed due to low numbers.

Permanent Housing

SUCCESS STORY

After two years of homelessness—living in their car, parks and abandoned buildings—a vulnerable family with two disabled adults and two small children found hope and stability through a coordinated, multi-partner effort. Recognizing the urgent needs of the family after receiving communication from staff at the Pittsburg Unified School District (PUSD), the Contra Costa Coordinated Entry (CE) team quickly ensured that the family was connected to CORE mobile outreach. Once CORE completed an assessment, the family was placed at SHELTER, Inc's Mountain View Family Shelter and referred to an available spot in a Permanent Supportive Housing program run by Mercy Housing and Hope Solutions.

As the family settled into the shelter, CORE, Mercy Housing and the CE team worked diligently alongside the school district to continue the housing process, ensuring that the family's housing application was reviewed swiftly. Within 8 weeks, the family moved into their new two-bedroom apartment.

With this collaborative team supporting them, the family moved into a fully furnished apartment where they will receive ongoing case management and wrap-around services to ensure the support necessary for long-term stability. Through PUSD's partnership, the children remain in their school district, ensuring continuity in their education and setting them up for a stronger future.



"This is the first time my family has ever had a room to themselves with a bed and some privacy."

- Father on the first night in their new apartment

DEMOGRAPHICS

The CoC served 14,245 people in 9,995 households, all from different backgrounds, during 2024. This section of the report provides demographic data for individuals and households accessing the CoC during the report period.

Household Type

Household types in the CoC fall into three categories:

1. Households with adults and children (under 18)
2. Households with only adults (single or multiple adults)
3. Unaccompanied minors (households with no adult head of household)

This section summarizes the three household types, their characteristics, their program utilization and their outcomes.

Adult-only households made up 82% of the household enrollments in the CoC during 2024 and households with children made-up 18% **(Figure 14)**. There were 39 unaccompanied minors served at a youth program in the CoC, making up less than a tenth of a percent of all enrollments in the CoC. The number of unaccompanied minors is small and disaggregating in further analysis jeopardizes confidentiality and therefore is not included in further analyses in this report.

Adult-only households experienced a 31% increase from 2020 to 2024, while households with children increased by 79% **(Table 4)**. The increase in households with children can be largely attributed to an increase in programs serving this population. For more information, see details under “Leveraging Mainstream Benefit Programs” on page 16.

Figure 14: Proportion of Enrollments in the CoC, by Household Type, 2024

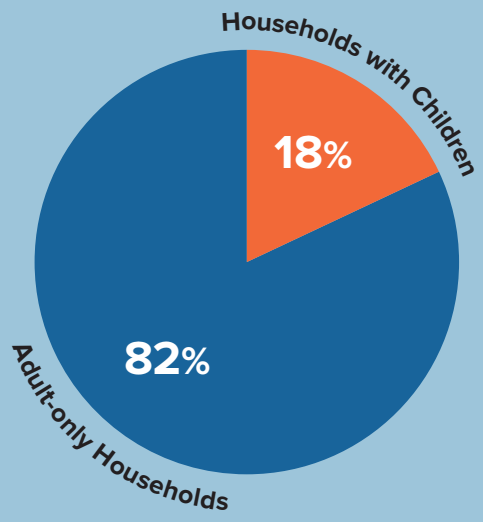
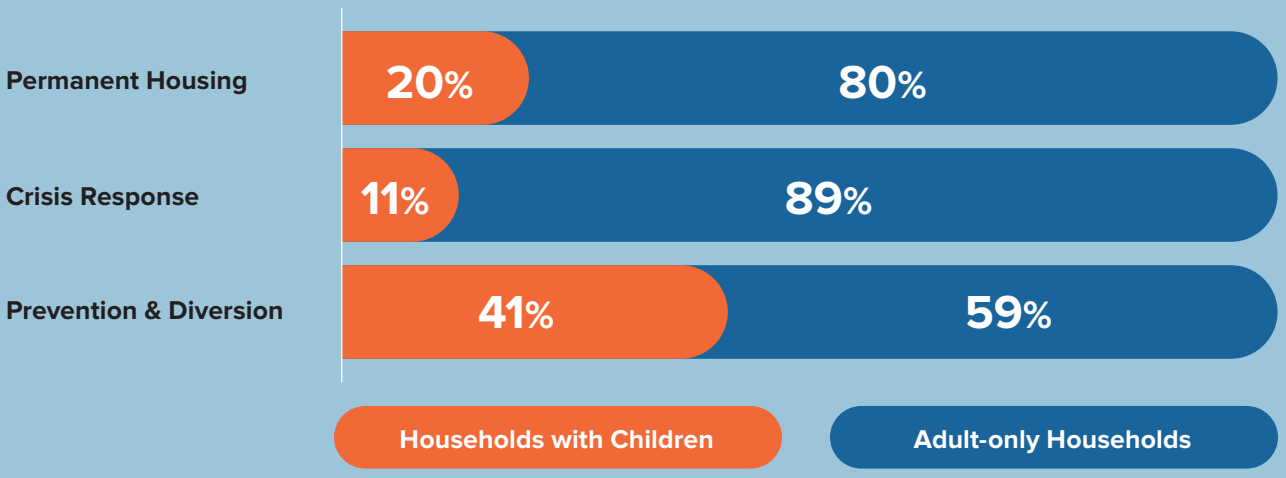


Table 4: Number of Households, by Household Type, Served in the CoC, 2020-2024

	2020	2021	2022	2023	2024	5-year % change
Adult-Only Housing	6,391	5,994	6,651	7,854	8,348	31%
Households with Children	1,031	1,075	1,314	1,878	1,845	79%
Total (Unique) Households	7,153	6,825	7,723	9,632	9,995	40%

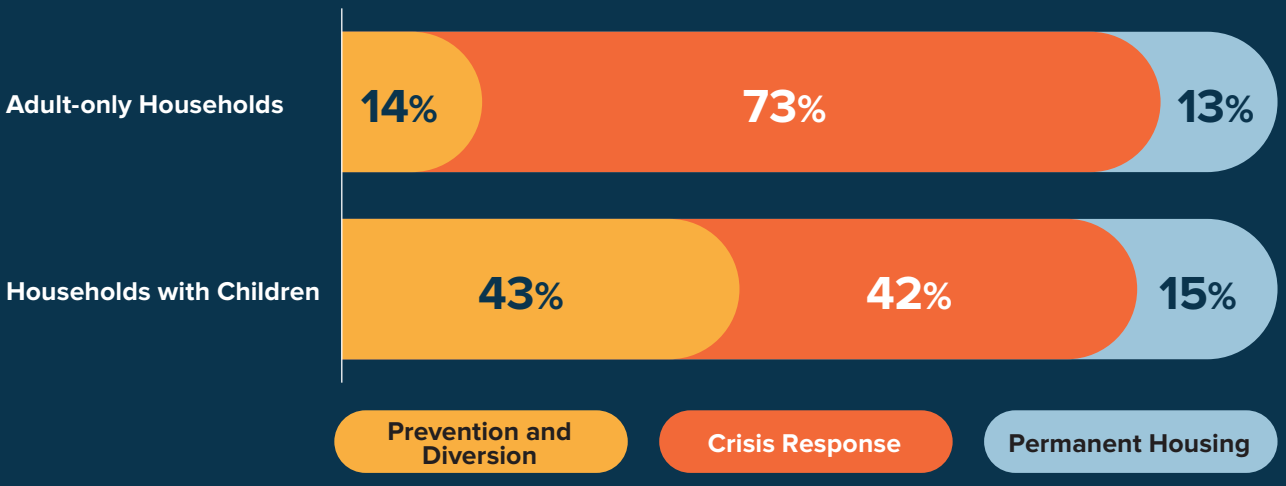
Adult-only households were the largest household type accessing all three program model categories; more than half of households served in Prevention and Diversion (59%, n=1,202), 89% among Crisis Response (n=6,397) and 80% among Permanent Housing (n=1,164, **Figure 15**).

Figure 15: Program Model Category, by Household Type, 2024



Program utilization varied considerably for households with children compared to adult-only households. A greater proportion of households with children accessed Prevention and Diversion (43% of households with children) than adult-only households (14% of adult-only households). A lower proportion of households with children (42%) accessed Crisis Response than adult-only households (73%). Rates for accessing permanent supportive housing were relatively the same (15% of households with children and 13% of adult-only households, **Figure 16**).

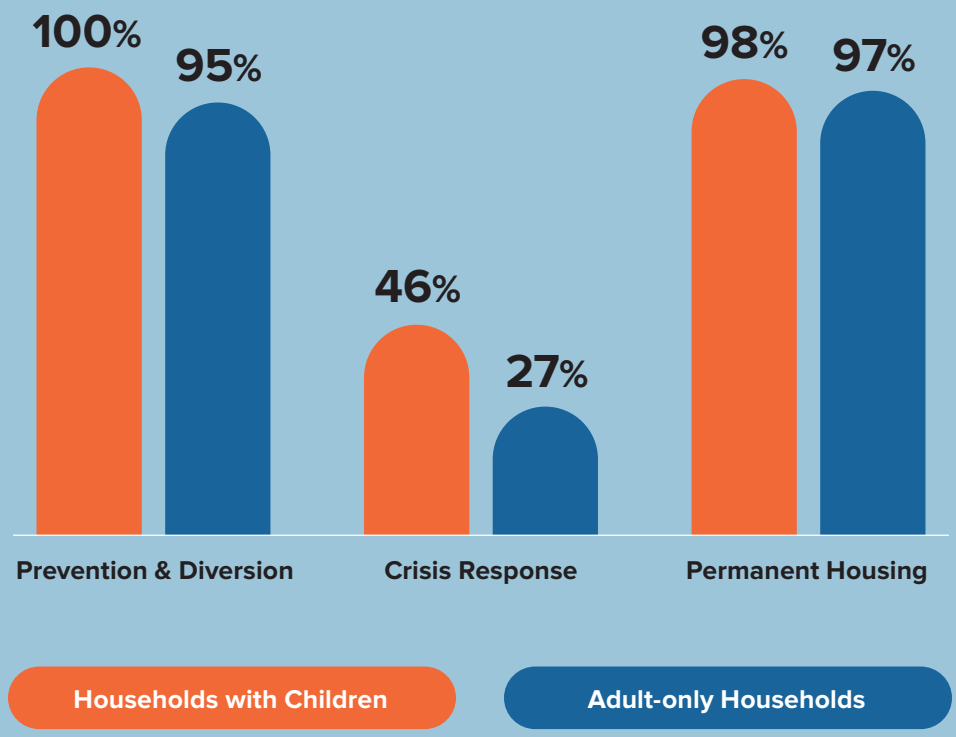
Figure 16: Program Model Category Utilization, by Household Type, 2024



Exits to Permanent Housing by Household Type

Households with children had higher exit rates to Permanent Housing from all three program model categories than adult-only households during 2024. Among Prevention and Diversion, households with children had a 100% exit rate to housing compared to 95% for adult-only households. Forty-six percent of households with children exited to Permanent Housing from Crisis Response compared to 27% of adult-only households and 98% of households with children, compared to 97% of adult-only households, retained housing or exited to Permanent Housing from Permanent Housing programs **(Figure 17)**.

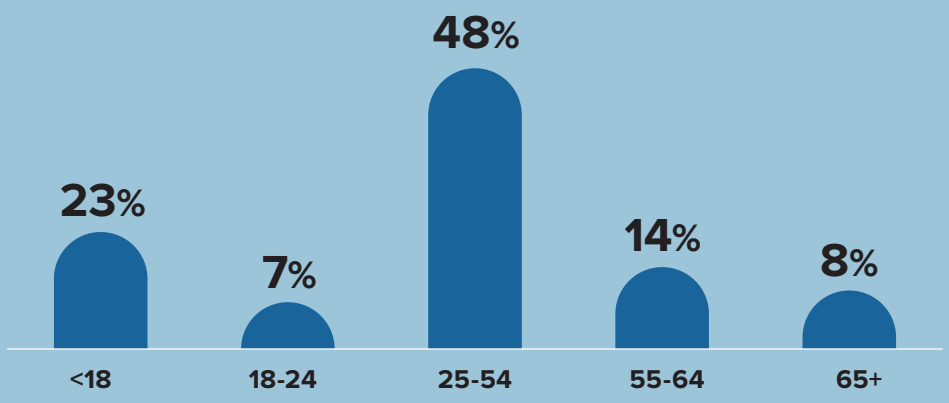
Figure 17: Percent of Exits to Permanent Housing, or Retained Housing, by Household Type, 2024



Age Groups

Adults ages 25 to 54 years old made-up almost half (48%) of all people accessing services in the CoC during 2024, followed by minors (ages 0 to 17, 23%). Older adults (55 to 64 years of age) made up 14%, seniors (ages 65 and older) made up 8% and transition-age youth (TAY, 18 to 24) made up 7% **(Figure 18)**.

Figure 18: Age Distribution for All People Experiencing Homelessness Served by the CoC, 2024



Over the last five years, the CoC has experienced shifts in the number of people within most age groups. These changes reflect the CoC's prioritization to serve those most at-risk to experience adverse health impacts, with a focus on older adults, seniors and people with chronic health conditions. Programs serving households with children have also increased, resulting in more minors. There was a 73% increase among minors from 2020 to 2024, a 69% increase in the number of seniors 65+, a 55% increase among TAY, a 39% increase among 25 to 34 year-olds and an 18% increase among 55 to 64 year-olds **(Table 5)**.

Adults between the ages of 25 and 54 made up the largest age group accessing Prevention and Diversion, Crisis Response and Permanent Housing **(Table 6)**.

Table 5: Five-year Percent Change (2020-2024) Among Age Groups

	<18	18-24	25-54	55-64	65+
5-Year % Change	73%	55%	39%	18%	69%

Table 6: Number of Each Age Group Served in Program Model Category, 2024

	<18	18-24	25-54	55-64	65+
Prevention & Diversion	1,558	270	1,729	266	244
Crisis Response	1,482	693	4,771	1,449	627
Permanent Housing	488	108	726	425	341

SUCCESS STORY

*After decades of stability in Danville, **Mindy**, never imagined losing everything. She and her husband had built a comfortable life, traveling and enjoying each day—but they hadn't prepared for the future. When he passed away, she discovered hidden debt that cost her their home, leaving her uncertain of how to survive.*

For eight months, she navigated homelessness, using her savings to stay afloat. Through word of mouth, she learned about 211 and made the call that changed everything. CORE mobile outreach was dispatched to visit Mindy and, recognizing her status as a disabled older adult, quickly secured her placement in the Concord Shelter.

*Adjusting to shelter life was tough for Mindy, with new faces, sleeping on an unfamiliar bed and the overwhelming uncertainty, but she says, **"the Concord shelter staff made it easier for me to start putting my life back together."** When she was offered permanent supportive housing unit at El Portal she happily took it and is settling in well. She says, **"I was scared of this whole system because I thought it would be a certain way but people here are very respectful."** To people who may be hesitant to reach out for support she says, **"Just know that there are good people out here that can help you."***

" Now I have the opportunity to make something of my life."

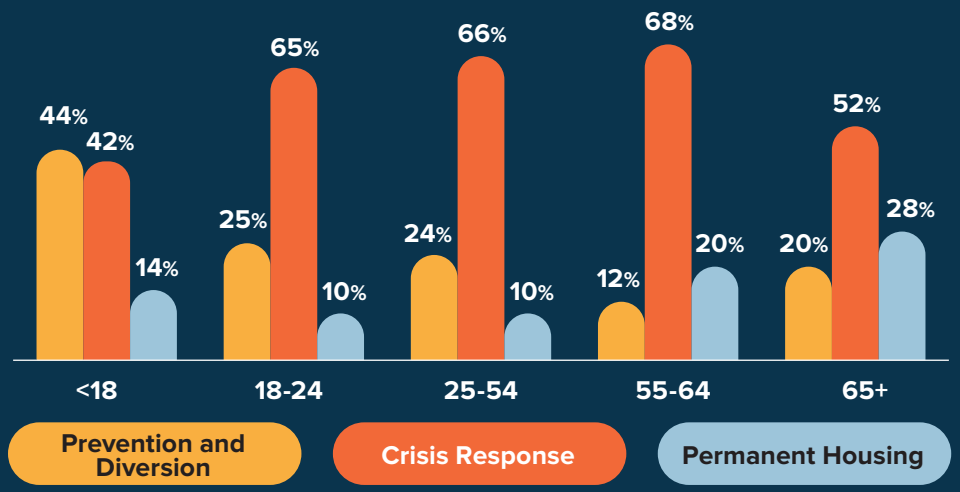
- Mindy



Different age groups access program models at different rates:

- A higher proportion of minors accessed Prevention/ Diversion than any other age group (44% of minors) due to the high utilization of the program by families with minor children and the lowest proportion was 55 to 64 year-olds with 12% accessing Prevention/Diversion.
- 55 to 64 year-olds had the highest proportion who accessed Crisis Response (68%), followed closely by 25 to 54 year olds (66%) and TAY (65%). Minors had the lowest proportion amongst those accessing Crisis Response (42%).
- Seniors 65 and older had the highest proportion who accessed Permanent Housing programs (28%) and both TAY and 25 to 54 year olds had the lowest (10%, **Figure 19**).

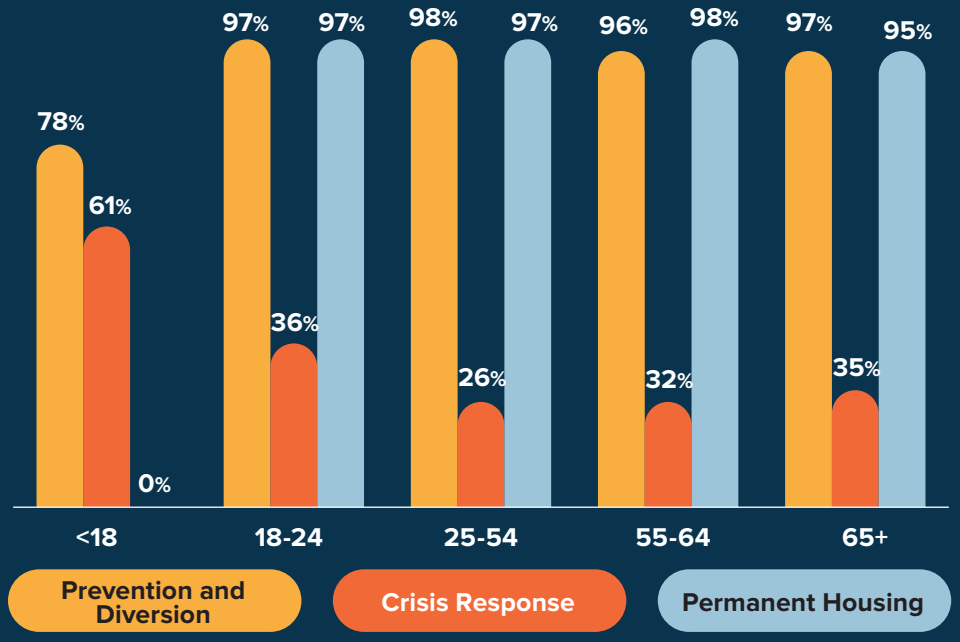
Figure 19: Program Utilization for All People for Each Program Model Category, by Age Group, 2024



Age Group Exits to Permanent Housing

Minors had the highest exit rates to, or retention in, Permanent Housing from Crisis Response than any other age group. Exits to Permanent Housing from Crisis Response ranged from 61% among minors to 26% among adults ages 25 to 54. Exits to Permanent Housing from Prevention/Diversion ranged from 98% among 25 to 54 year olds to 78% among minors. All household types had a housing retention rate in Permanent Housing of 95% or higher with the exception of minors which had no clients exit to, or retain in, Permanent Housing in 2024 **(Figure 20).**

Figure 20: Percent of Exits to, or Retention in, Permanent Housing, by Program Model Category and Age of Head of Household, 2024



Race and Ethnicity

Race and ethnicity data is generally analyzed for the head of household. Much of the data in this section is for the head of household unless otherwise stated. Until September 30th, 2023, Race and Ethnicity were separate data elements per HUD definition[2]; and people who are Hispanic/Latinx may self-report any race. The two data fields were replaced October 1st, 2023 as one Race category with Hispanic/Latinx included as an option. Across all three program model categories (Prevention and Diversion, Crisis Response and Permanent Housing), Black/African American/African households made up the largest race category (39%, n=4,117), followed closely by White households (31%, n=3,210), people with Multiple Races (17%, n=1,776), Hispanic/Latinx households made up 8% (n=833), Asian/Asian American (3%, n=265) and 1% for each American Indian/Alaska Native/Indigenous and Native Hawaiian/Pacific Islander (n=143 and 133, respectively, **Figure 21**).

Compared to the racial composition of all Contra Costa residents (2024 U.S. Census estimates), White, Asian American/Asian and Hispanic/Latinx were underrepresented in the CoC, while Black/African American/African and people with Multiple Races were over-represented. American Indian/ Alaska Native/Indigenous and Native Hawaiian/Pacific Islander households were relatively equal. Census data are available for individuals and not head of households, thus the proportions in the following graphic are for individuals and does not match the head of household proportions above.

White individuals represented 62% of the county population and only 25% of the CoC and Asian American/Asian made up 21% of the county population and 3% of the CoC. Conversely, Black/ African American/African people represented 40% of the CoC had only 9% of the county population (four times higher) and people with Multiple Races were 19% of the CoC and only 6% of the county (slightly three times higher, **Figure 22)**.

*County census data is available at: → **https://www.census.gov/quickfacts/contracostacountycalifornia**. Race distribution for Figures Twenty-One and Twenty-Two are different because census data is run at the individual level, not household, therefore, the CoC data was run at individual level for **Figure 22**.

[2] → **https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual-2024.pdf**

Figure 21: Racial Distribution of Heads of Households Across the CoC, 2024

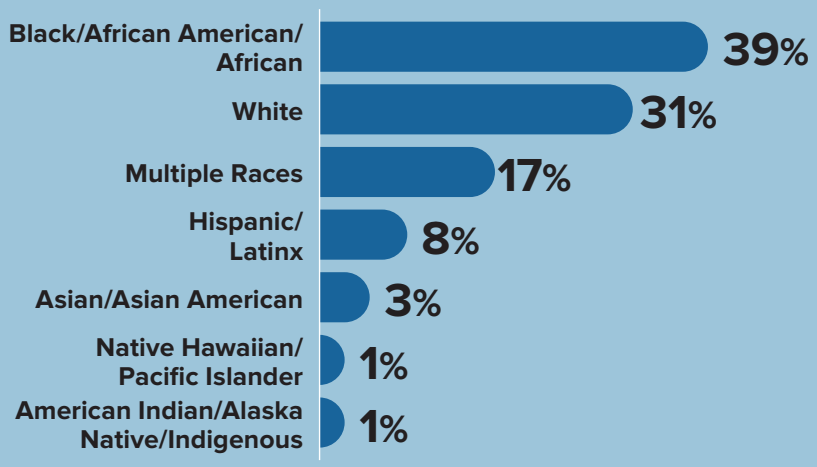
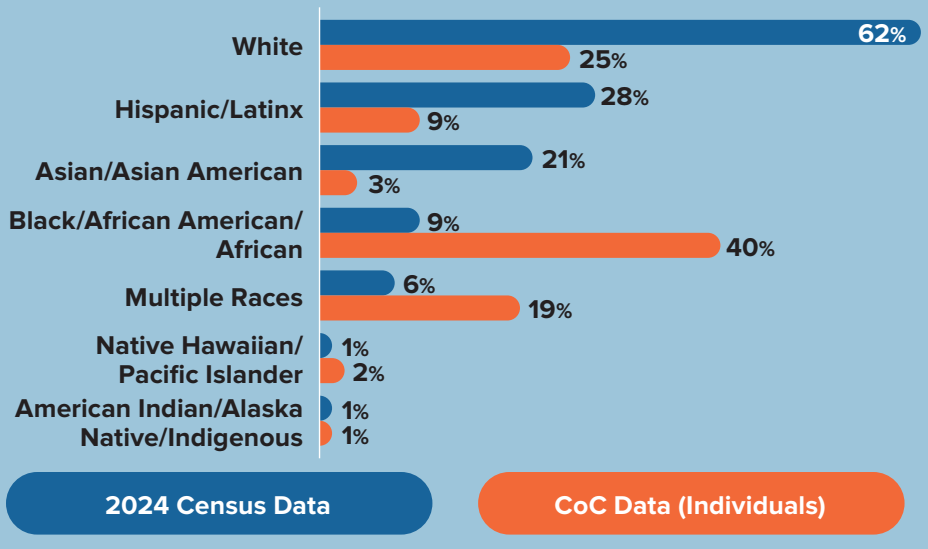


Figure 22: Race Distribution in the CoC* Compared to 2024 County Census Data Estimates



Household type varied across races and ethnicities. American Indian/Alaska Native/Indigenous had the lowest rate of households with children (1% of households), followed by Native Hawaiian/Pacific Islander (2%) then Asian/Asian American (3%). Households with a head-of-household that was Black/African American/African had the highest proportion of households with children (49%, **Figure 23**)

The proportion of households accessing the three program model categories also varied by race and ethnicity distribution.

- **Prevention and Diversion:** Black/African American/African households were more likely to use Prevention and Diversion (25%), followed by Native Hawaiian/Pacific Islander (24%). American Indian/Alaska Native/Indigenous were least likely to access Prevention and Diversion (9% of households).[3]
- **Crisis Response:** The proportion of American Indian/Alaska Native/Indigenous households who accessed Crisis Response (80%) was higher than all other races/ethnicities, followed by Hispanic/Latinx (79%). Black/African American/African households were least likely (62%).
- **Permanent Housing:** White individuals were most likely to access Permanent Housing (18%), followed by Asian American/Asian (14%). Hispanic/Latinx households were least likely to utilize Permanent Housing programs (2%, **Table 7**).

[3] This is likely an overcount due to changes in HUD data standards described on p. 63

Figure 23: Proportion of Households with Children in the CoC, by Race and Ethnicity, 2024

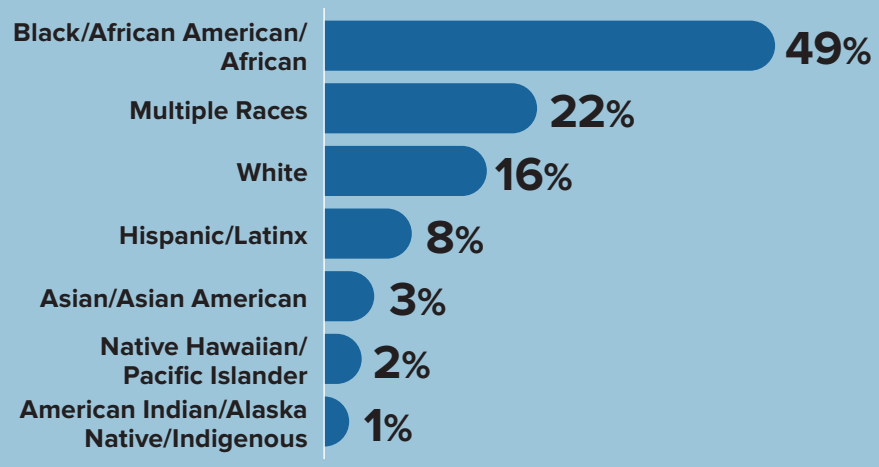


Table 7: Proportion of Households Served in Each Program Model Category, by Head of Household's Race/Ethnicity, 2024

Race/Ethnicity	Prevention & Diversion	Crisis Response	Permanent Housing
American Indian/Alaska Native/Indigenous (n=139)	9%	80%	10%
Asian American/Asian (n=253)	22%	64%	14%
Black/African American/African (n=3,865)	25%	62%	13%
Hispanic/Latinx (n=812)[4]	19%	79%	2%
Multiple Races (n=1,666)	20%	67%	13%
Native Hawaiian/Pacific Islander (n=126)	24%	63%	13%
White (n=3,033)	10%	72%	18%
Across CoC, Regardless of Race/Ethnicity (n=9,995)	19%	68%	14%

[4] This is likely an undercount due to changes in HUD data standards described on p. 63

Permanent Housing Outcomes

Permanent housing exit destinations from Prevention, Crisis Response and Permanent Housing varied slightly across race and ethnicity. The number of households for each race with exits to Permanent Housing are provided in **Table 8**.

- **Prevention and Diversion Outcomes:** Head of households who identified as American Indian/Alaska Native/Indigenous had the highest rates of exits to Permanent Housing from Prevention and Diversion (100%) than any other race/ethnicity. Native Hawaiian/Pacific Islander had the lowest exit rate to housing from Prevention and Diversion (94%).
- **Crisis Response Outcomes:** Asian American/Asian households had the highest rates of exits from Crisis Response to Permanent Housing (32%) followed by American Indian/Alaska Native/Indigenous households (31%). Native Hawaiian/Pacific Islander had the lowest (19%).
- **Permanent Housing Outcomes:** Native Hawaiian/Pacific Islander and Hispanic/Latinx households had the highest housing retention in Permanent Housing programs (100% respectively). Asian American/Asian households had the lowest rate of sustaining Permanent Housing (89%, **Table 8**).

Table 8: Number and Proportion of Households with Exits to, or Retention in, Permanent Housing from Each Program Model Category, by Race/Ethnicity, 2024

Race/Ethnicity	Prevention & Diversion		Crisis Response		Permanent Housing	
	n	% exited to permanent housing	n	% exited to permanent housing	n	% exited to permanent housing
American Indian/Alaska Native/Indigenous	13	100%	36	31%	14	93%
Asian American/Asian	56	95%	53	32%	33	89%
Black/African American/African	1,007	98%	731	29%	520	98%
Hispanic/Latinx	156	97%	181	28%	15	100%
Multiple Races	344	97%	352	30%	215	97%
Native Hawaiian/Pacific Islander	30	94%	16	19%	17	100%
White	311	96%	614	27%	529	97%
Across CoC, Regardless of Race/Ethnicity	1,956	97%	2,003	28%	1,361	97%

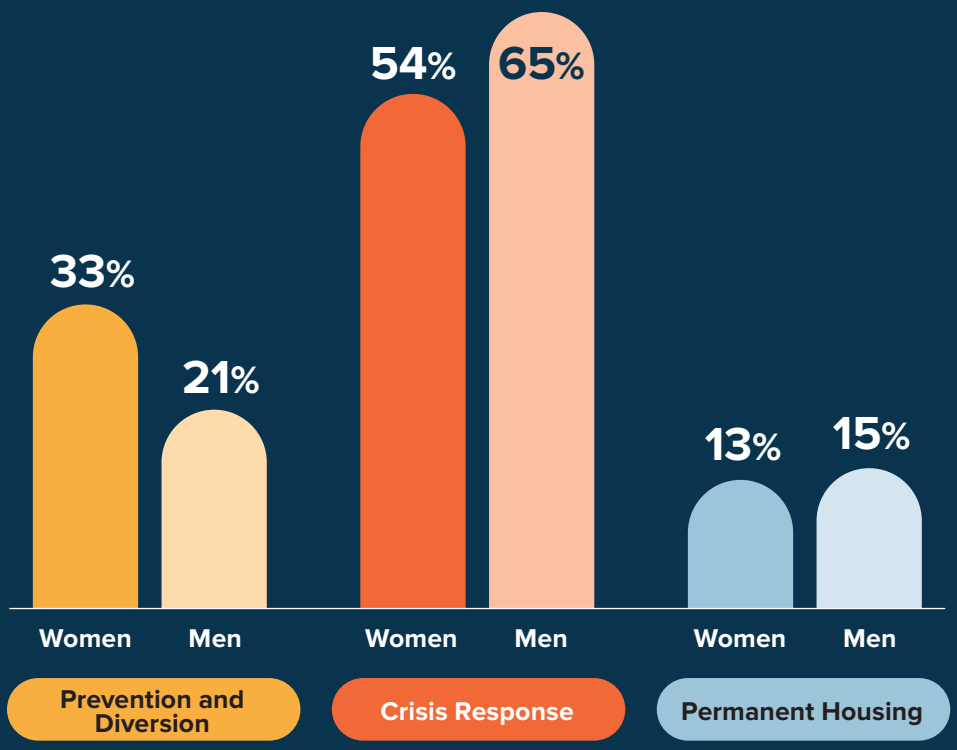
Gender

The CoC served slightly more men (50%) than women (49%) and less than 1% of people accessing services identified as transgender or gender non-conforming. Given the small number of people in the CoC who identified as transgender or gender non-conforming, their data was suppressed from this report and not disaggregated at the program model category to protect the confidentiality of those individuals.

Women were more likely than men to access Prevention and Diversion programs (33% of women served in the CoC compared to 21% of men served); men were more likely to access Crisis Response (65% versus 54%). Both genders accessed Permanent Housing at similar rates (13% of women and 15% of men, **Figure 24**).

Women were more likely to be in households with children; 15% of women compared to 3% of men **(Figure 25)**.

Figure 24: Program Model Category, by Gender, 2024



* Less than 1% reported transgender or gender non-conforming. Data suppressed to protect confidentiality.

Figure 25: Household Type, by Gender, 2024

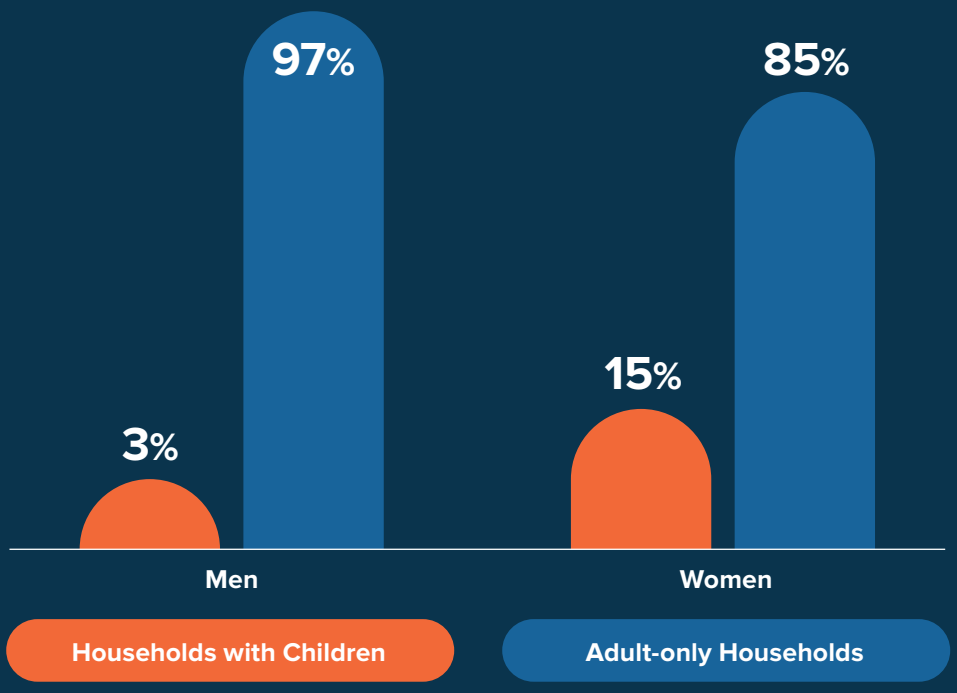
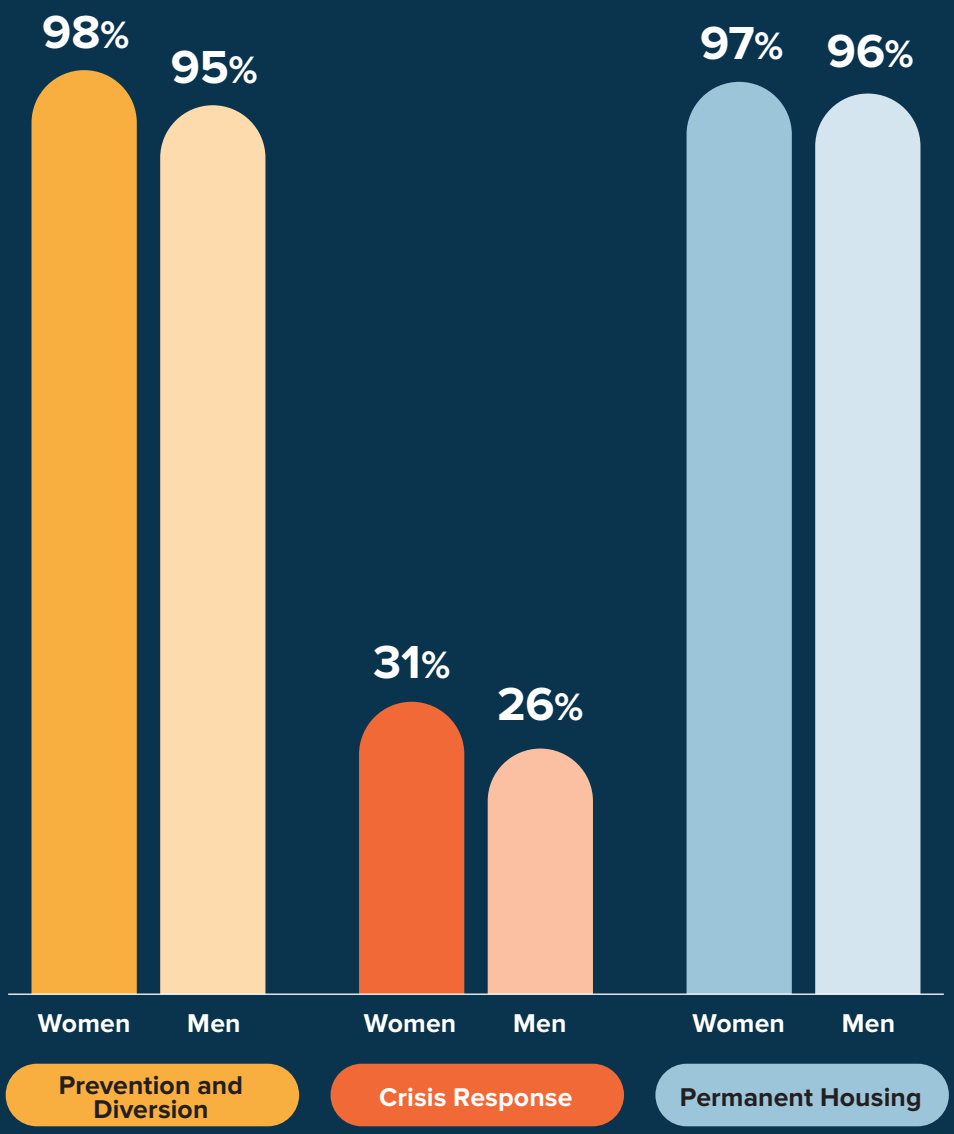


Figure 26: Proportion of Households with Exits to, or Retention in, Permanent Housing, by Program Model Category and Gender, 2024



Permanent Housing Outcomes

Women had better Permanent Housing rates compared to men for all program model categories. For Prevention and Diversion, 98% of women versus 95% of men exited to Permanent Housing. Thirty-one percent of women in Crisis Response exited to Permanent Housing, compared to 26% of men. Nearly all women (97%) in Permanent Housing program retained housing compared to 96% of men **(Figure 26)**.

Disabling Conditions

Sixty-eight percent of households across all CoC programs reported having a disabling condition. The HUD definition of a disabling condition is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug use, post-traumatic stress disorder (PTSD), or brain injury that is expected to be long-term and impacts the individual's ability to live independently, a developmental disability, or HIV/AIDS. Over three-quarters (79%) of households served in Crisis Response reported having a disabling condition, 73% of households in Permanent Housing programs and 41% in Prevention and Diversion **(Figure 27)**.

Mental health was the most common disabling condition among households served in the CoC with 48% of households served having a member with a mental health condition. Over one-third of households had a chronic health condition (39%) and/or a physical disability (39%). Thirty percent reported a substance use disorder and another 15% reported a developmental disability **(Figure 28)**.

Figure 27: Proportion of Households with at Least One Disabling Condition, by Program Model Category, 2024

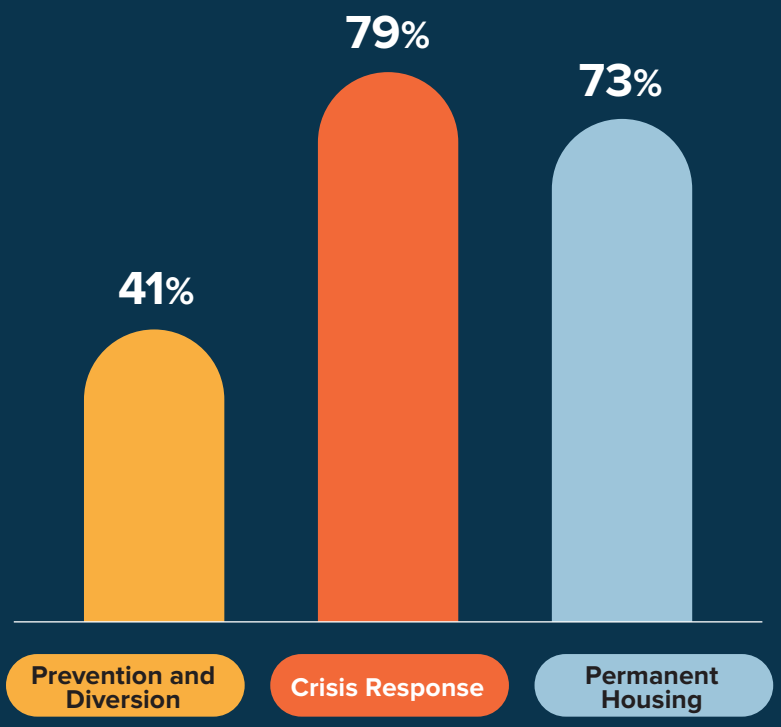
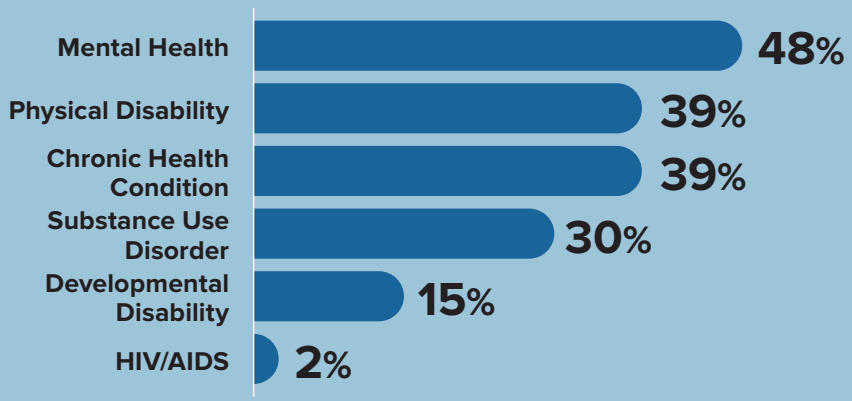


Figure 28: Proportion of Households with Disabling Conditions, 2024



Permanent Housing Outcomes

Households for people without a disabling condition had slightly better housing rates than households with people with a disabling condition.

- **From Prevention,** 98% of households without a disabling condition exited to Permanent Housing compared to 96% of households with disabling conditions.
- **From Crisis Response,** 35% percent for those without disabling conditions exited to Permanent Housing compared to 27% of those with a disabling condition.
- **From Permanent Housing,** 100% of households without a disabling condition exited to Permanent Housing compared to 97% of households with a disabling condition **(Figure 29)**.

DISABLING CONDITIONS SUCCESS STORY

*In October 2023, CORE mobile outreach connected with **John K**, a man in his early 60s living in a school bus on the streets of Rodeo with a number of beloved pets. Years of homelessness followed a divorce that left him without housing, compounded by significant health issues. After turning down a shelter that wouldn't allow his animals, John demonstrated his commitment to his pets and himself by buying a second motorhome where his pets could live (with his daughter providing their daily care) so he could pursue permanent housing.*

CORE supported John in obtaining key documents, such as a certification of disability and his birth certificate, enabling him to secure housing. In 2024, he became one of the first residents of El Portal. Now, John enjoys his new home—a space he affectionately calls his "man cave." He has his beloved pet with him and his vehicle, which he uses to assist others.

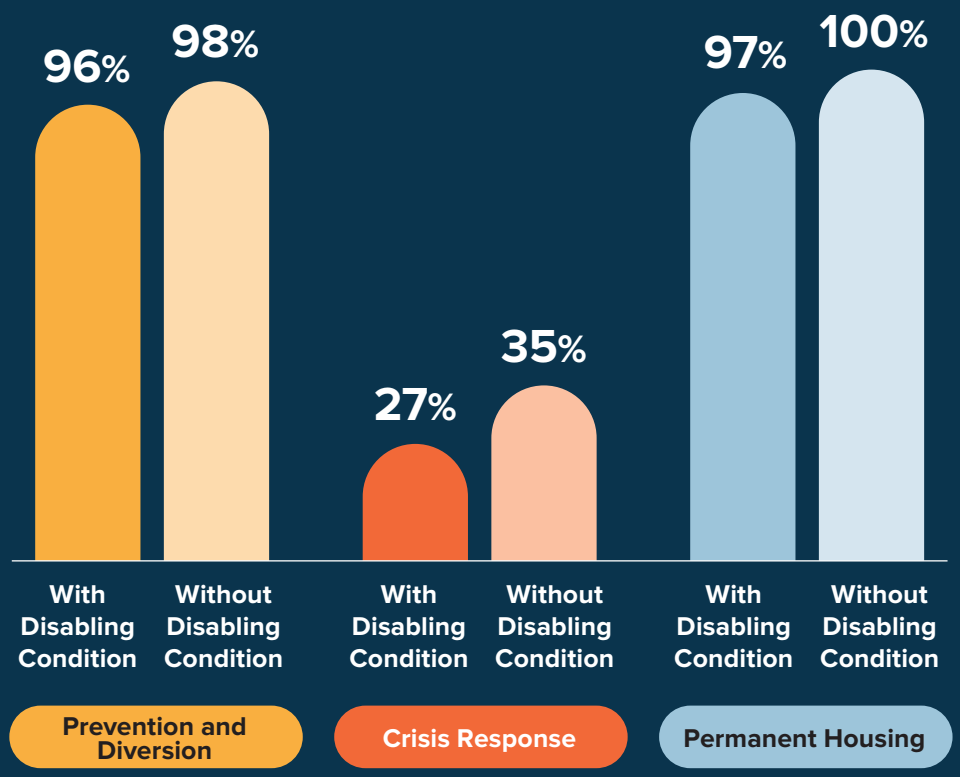
A retired bus driver, John is a dedicated advocate for unhoused individuals in Rodeo, often referred to as the "grandfather" of his former encampment community. He maintains close ties with Freewill Baptist Church, which was a vital support during his time of need. With a stable income, food stamps and help from a mental health case manager, John's story highlights resilience, compassion and the transformative power of community collaboration.



"This program has allowed me to pick my pride back up."

- John K

Figure 29: Proportion of Households with Exits to, or Retention in, Permanent Housing, 2024



Chronic Homelessness

An individual is defined by HUD as Chronically Homeless if they have a disabling condition and have lived in a shelter or place not meant for human habitation for 12 continuous months or for 4 separate occasions in the last three years (must total 12 months). These individuals are a subset of those with a disabling condition and were served in Crisis Response or Permanent Housing; Prevention programs do not serve Chronically Homeless individuals.

Over one third of all households served in Crisis Response during 2024 were Chronically Homeless (43%, n=3,067). From Crisis Response, the proportion of exits to Permanent Housing for Chronically Homeless (15%) is lower than the proportion for households who are not Chronically Homelessness (20%).

Survivors of Domestic Violence

History of domestic violence data is collected during program enrollment into Crisis Response programs and less consistently for people enrolling in Prevention and Diversion or Permanent Housing programs. This section includes data only on people accessing Crisis Response services.

Approximately one out of five of adults (22%) who accessed Crisis Response programs reported experiencing domestic violence at some time in their lives; for women, 38% had experienced domestic violence. Over one-third of those people (39%) were fleeing domestic violence at the time they enrolled into the program.

The majority of survivors of domestic violence were women (77%); 1% identified as transgender or gender non-conforming. Twenty-two percent of people in Crisis Response who were survivors of domestic violence exited to Permanent Housing.

Domestic violence data from STAND, SHELTER Inc. and Shepherd's Gate is not included in the report to protect the confidentiality of participants. Protecting their privacy is important in building trust and creates a safe space for survivors.

SUCCESS STORY

Sharon *[name changed to protect privacy], a 43-year-old single mother of five, overcame immense challenges with the dedicated support of various community partners. Initially homeless and living in an SUV in Richmond, Sharon and her family faced the lingering effects of domestic violence and lacked essential documents like birth certificates and Social Security cards. CORE mobile outreach and Coordinated Entry played vital roles in addressing these immediate barriers, paving the way for stability.*

The turning point came when the Contra Costa Housing Authority and Hope Solutions collaborated to secure a Housing Stability Voucher (HSV) for Sharon and her children. These organizations ensured all move-in costs were covered, enabling the family to transition seamlessly into a four-bedroom unit in October 2024. The landlord's generosity, including waiving application fees and covering utilities like water, sewer and garbage, further eased their financial burden. Additionally, the Employment & Human Services Department (EHSD) and family court resolved documentation issues and disputes, stabilizing the family's situation. With counseling support and the children now attending school regularly, the family has embraced a fresh start, showcasing the transformative power of community partnerships and coordinated care.



Sexual Orientation

Three percent of adults served in Crisis Response, identified as lesbian, gay, bisexual, transgender, or questioning/queer (LGBTQIA+). There is a large amount of missing data on sexual orientation among Prevention/Diversion and permanent housing and this report does not include those outcomes. Twenty-two percent of people who were LGBTQIA+ were between the ages of 18 and 24. Twenty-four percent of those served in Crisis Response who were LGBTQIA+ exited to Permanent Housing.

Veterans

The CoC served 912 veterans during 2024 (8% of the adult population served). There were more veterans in Permanent Housing than in Crisis Response or Prevention and Diversion programs during 2024 (552 in Permanent Housing programs, 402 in Crisis Response and 141 in Prevention/Diversion). Veterans made up 5% of adults served in Prevention/Diversion, 5% of adults served in Crisis Response and 34% of adults served in Permanent Housing programs **(Figure 30)**. The increase in Veteran's served across these programs can be attributed in part due to the Department of Veteran Affairs' continued support of Homeless Programs, such as the Supportive Services for Veteran Families and HUD-VASH programs, their 2022 initiative of placing 38,000 Homeless Veterans into Permanent Housing, increased outreach to the Veteran community and increased collaboration efforts between Contra Costa's Veteran Service Providers, the Coordinated Entry System and the larger network of providers in the CoC.

Ninety-four percent of veterans exited Prevention to Permanent Housing in 2024. More than half (54%) of veterans in Crisis Response exited to Permanent Housing (higher than any other sub-population in the CoC). Almost all (95%) remained in their Permanent Housing program or exited to another Permanent Housing destination **(Figure 31)**.

Figure 30: Percent of People Accessing Each Program Model Category who are Veterans, 2024

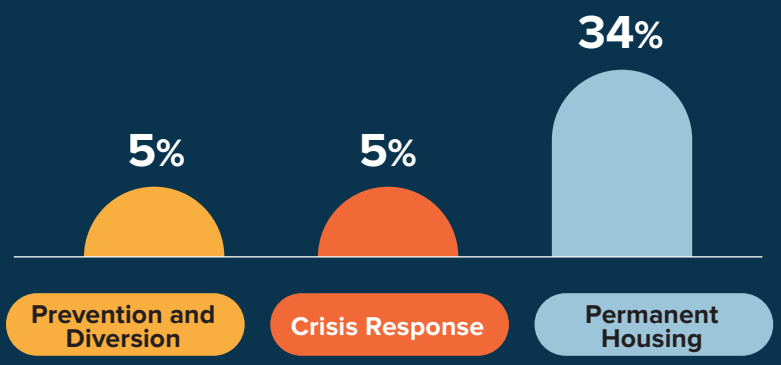
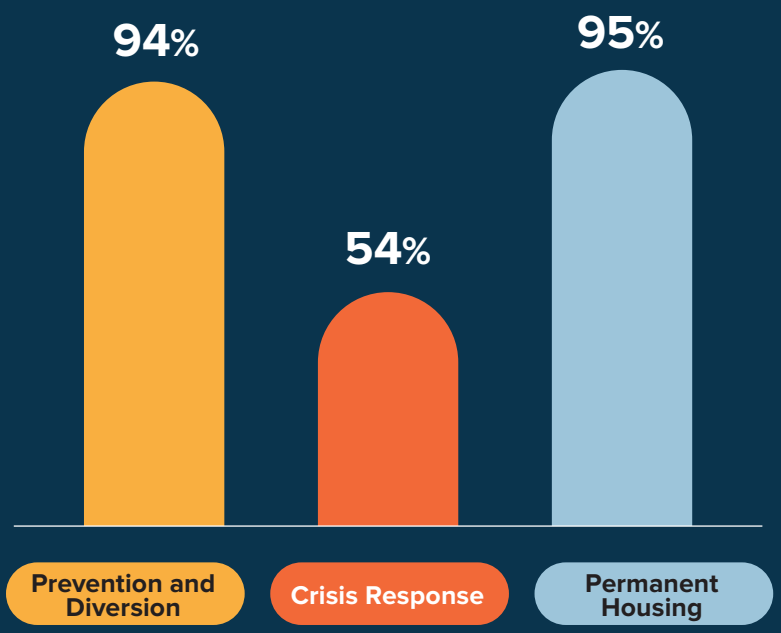


Figure 31: Percent of Veterans who Remain Housed or Exited to Permanent Housing, by Program Model Category, 2024



SUCCESS STORY

***Joe** [name changed to protect privacy], a U.S. Navy veteran, faced years of chronic homelessness in West Contra Costa County after losing his job and housing. As his health declined, daily survival grew increasingly difficult. His life changed when he connected with the CORE mobile outreach, which helped link him to the Insight Housing Supportive Services for Veteran Families (SSVF) program. This connection was a turning point — for the first time in years, Joe had access to the benefits and supportive services he had earned through his military service.*

Joe was prioritized for permanent supportive housing through the Coordinated Entry System and referred to Hacienda Heights, a senior housing site operated by Mercy Housing and Hope Solutions. Stable housing in a furnished unit and wraparound services transformed Joe's health and provided a sense of belonging. He often shares how much it means to him to remain in West County — the place he knows and loves.

The strong coordination among Continuum of Care providers, the Coordinated Entry System and Veteran Service providers showcases the role of partnership in housing veterans with dignity and care.



HACIENDA HEIGHTS

HOUSING OUTCOMES SUMMARY

Nearly one-third (29%, n=2,939) of all households served in the CoC during 2024 were housed on exit or maintained housing. Outcomes across sub-populations vary for those exiting from Prevention and Diversion and those exiting from Crisis Response while the proportion of people maintaining Permanent Housing or exiting to other Permanent Housing is consistent across all sub-populations.

Table 9 presents the percent of households (HH) or individuals (Ind) served during 2024 with exits to Permanent Housing from Prevention and Diversion and Crisis Response programs. This data was provided in previous sections and is now presented together for easy comparison. The overall exit rate to Permanent Housing for the CoC from Prevention and Diversion was 97% and 20% from Crisis Response.

Among race and ethnic groups, three groups had the highest exits to housing from Crisis Response: Black/African American/African (23%), Multiple Races (21%) and Asian American/Asian (19%). Native Hawaiian/ Pacific Islander and American Indian/Alaska Native/Indigenous (17% respectively) and Hispanic/Latinx (16%) had the lowest. Among other sub-populations, Veterans had the highest rates of exits to Permanent Housing (42%) from Crisis Response, followed by Households with Children (39%). Chronically Homeless households had the lowest rates (15%, **Table 9**).

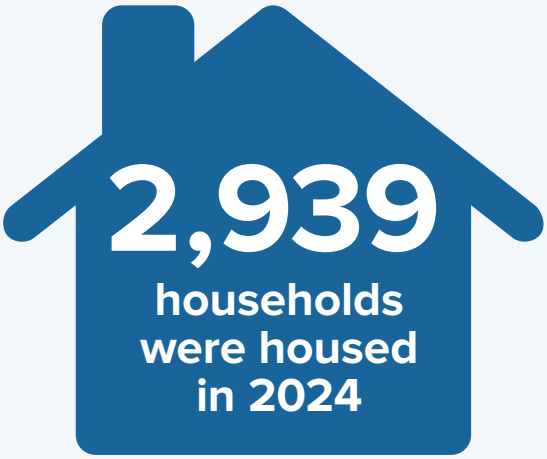




Table 9: Housed on Exit Rates by Sub-Populations, 2024 (excluding those still active)

Population	From Prevention (n=1,791)	From Crisis Response (n=1,219)
General Population	**97%**	**20%**
Race/Ethnicity		
American Indian/Alaska Native/Indigenous (HH)	100%	17%
Asian American/Asian (HH)	95%	19%
Black/African American/African (HH)	98%	23%
Hispanic/Latinx (HH)	97%	16%
Multiple Races (HH)	97%	21%
Native Hawaiian/Pacific Islander (HH)	93%	17%
White (HH)	95%	18%
Other Sub-Populations		
Chronically Homeless (HH)	N/A	15%
Households with Children (HH)	100%	39%
Households with Disabling Condition (HH)	95%	19%
LGBTQIA+ (Ind)	96%	24%
Survivors of Domestic Violence (Ind)	90%	22%
Veterans (Ind)	90%	42%

REGIONAL AND CITY DATA

People receiving services were asked in which city they lost housing and in which city they slept in the night before enrollment into a program. This provides city and regional data to help understand where people lost their housing and identify a greater need for Prevention services. Thirty-eight percent (n=3,786) of households accessing a program lost their housing in East County, 24% (n=2,415) in West County, 22% (n=2,174) in Central County and 14% (n=1,430) outside of Contra Costa County **(Figure 33)**.

When comparing the region where households lost housing with the region they slept in the night prior to enrolling into programming, it appears there is movement across the county. The proportion of households that lost housing in West County (24%) and Central County (22%) was lower than the proportion of households that slept in those regions the night prior to program enrollment (28% and 30%, respectively). In East County, when comparing the proportion of households that lost housing in the region to those who slept in the region before enrollment, the same outcome was reported (38% respectively, **Figure 34**).

Figure 33: Proportion of Households Losing Housing by Region, 2024

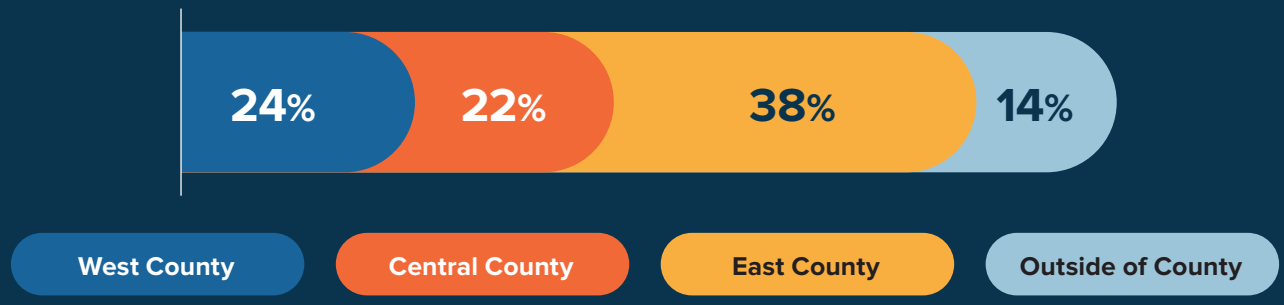
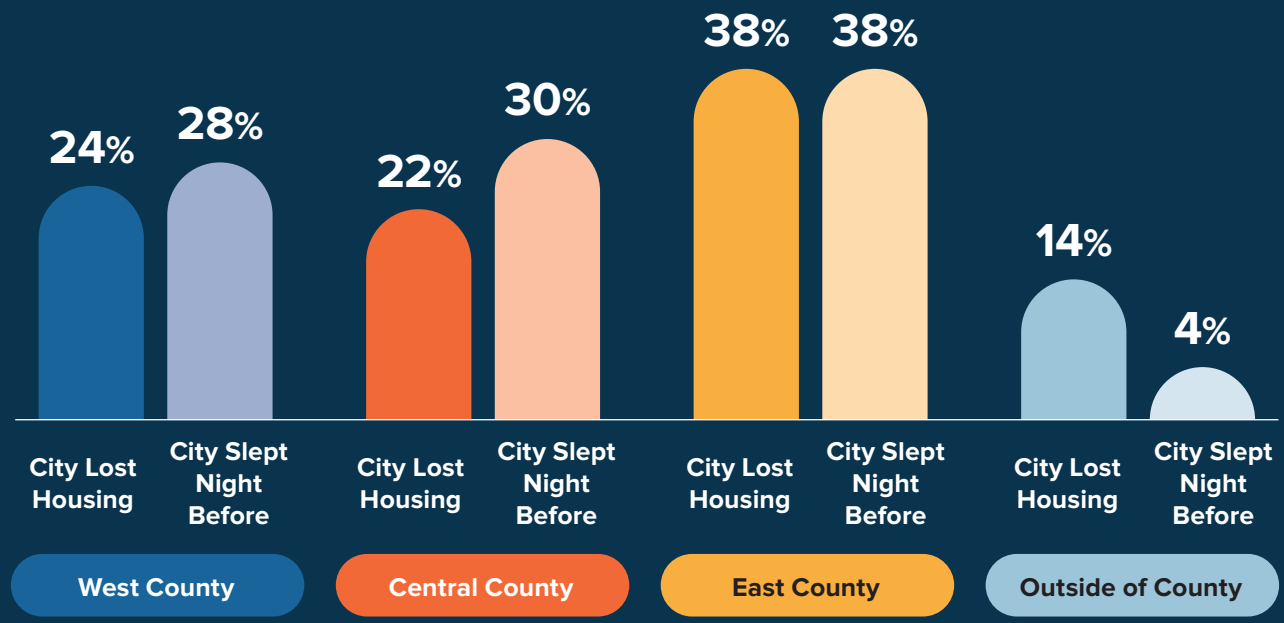


Figure 34: Where Households Lost Housing and City Where Slept Before Enrollment, by Region, 2024



The city data for where households lost their housing is provided in **Table 10**.

Table 10: Contra Costa Cities Where Households Lost Their Housing, 2024

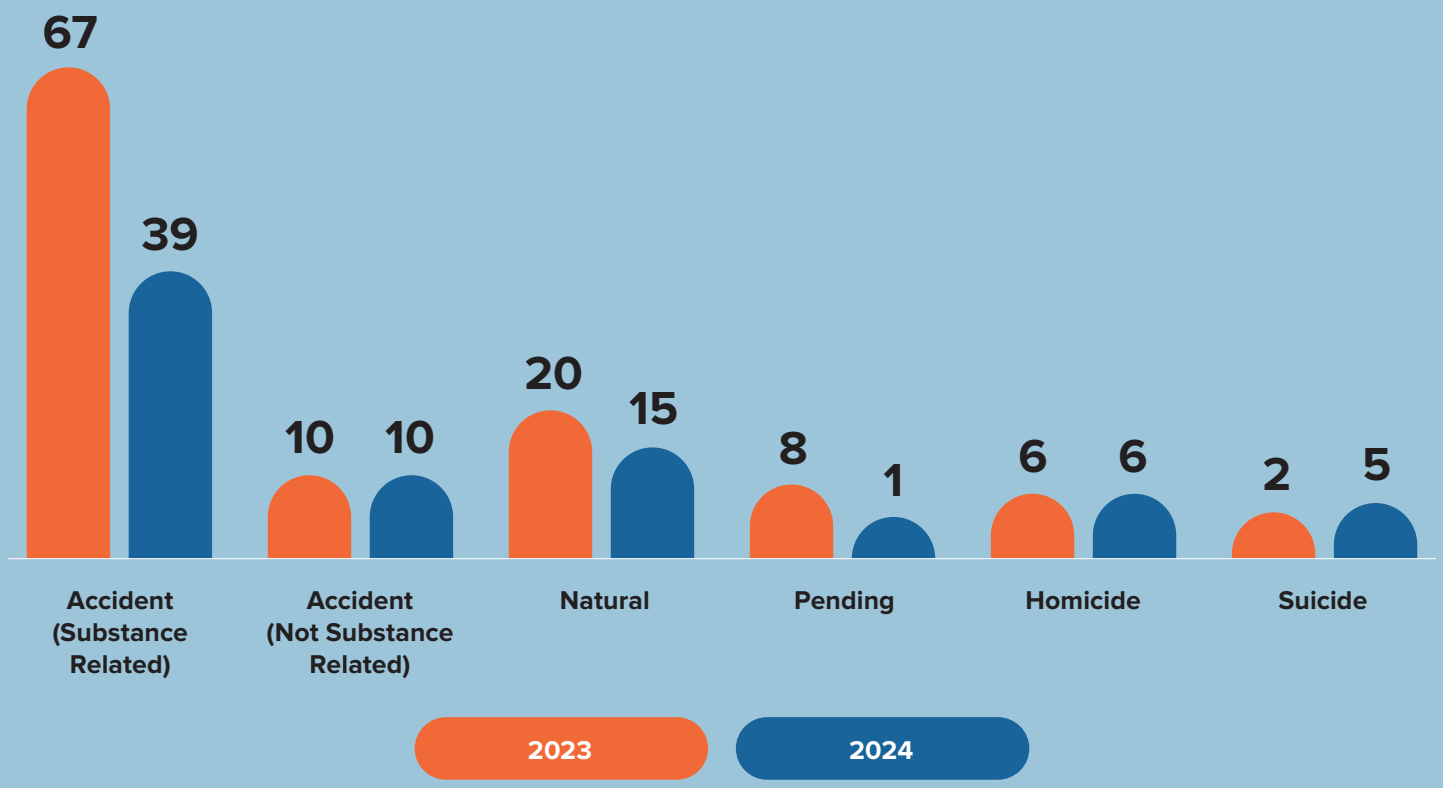
West County		Central County		East County		Outside of County	
Richmond	1,716	Concord	1,251	Antioch	2,049	County Not Listed	766
San Pablo	328	Martinez	385	Pittsburg	1,120	Alameda Co.	324
El Sobrante	112	Walnut Creek	232	Bay Point	301	Solano Co.	196
Rodeo	87	Pleasant Hill	195	Oakley	215	San Francisco Co.	85
Pinole	72	San Ramon	80	Brentwood	194	Sonoma Co.	22
El Cerrito	65	Pacheco	32	Bethel Island	53	Santa Clara Co.	22
Hercules	54	Clayton	23	Discovery Bay	27	Marin Co.	21
North Richmond	30	Danville	20	Byron	16	San Mateo Co.	18
Crockett	20	Lafayette	20	Knightsen	<5	Santa Cruz Co.	8
Port Costa	6	Alamo	13			Napa Co.	7
Kensington	<5	Moraga	12			Monterey Co.	<5
		Orinda	6				
		Clyde	<5				
		Blackhawk	<5				
Total	**2,492**		**2,272**		**3,979**		**1,470**

CAUSE OF DEATH PER CORONER

Our Continuum of Care marked Homeless Persons' Memorial Day (December 21st), with a community event to give dignity to those who lost their lives while still struggling with a housing crisis. Data from the Contra Costa County Coroner's Office is provided to Contra Costa Health to identify causes and trends in death rates among individuals experiencing homelessness. The coroner reported 76 people experiencing homelessness who died during calendar year 2024, a 33% decrease from 2023.

There was an 11% increase in the number of drug and alcohol related accidental deaths between 2020 and 2024. This increase in drug and alcohol related deaths coincides with an increase among the general population across the county. Conversely, there was a 42% decrease in the number of drug and alcohol related accidental deaths between 2023 and 2024 **(Figure 35)**.

Figure 35: Cause of Death Recorded by Coroner for People Experiencing Homelessness, 2023-2024



OTHER COC DATA

This annual report provides a comprehensive summary of the people and households that access the CoC and is meant to raise questions, identify successes and inform future programing and policies. Additional data sources help the CoC understand the population, needs and program successes.

System Performance Measures (SPMs)

System Performance Measures (SPMs) were established in 2015 by HUD Department of Housing and Urban Development (HUD) to help communities gauge their progress in preventing and ending homelessness. The seven measures focus on data captured during the federal fiscal year, October 1st through September 30th and look at entire system, not individual programs or project types. This data is used to help determine funding for the CoC at the federal level and is used at the local level to identify trends, understand impacts from program or policy changes and to guide decision-making. One limitation is that this source does not allow for understanding differences across subpopulations.

A full report on the SPMs is published by HUD annually and is available online → **HUDCoCSystemPerformanceMeasures | Tableau Public**

Point -in-Time (PIT) Count

The U.S. Department of Housing and Urban Development (HUD) requires all communities receiving federal dollars for their Homeless Continuum of Care (CoC) conduct a Point-in-Time (PIT) count every other year. This count of sheltered and unsheltered people experiencing homelessness on a single night in January helps the federal government measure homelessness across the Country and can help communities plan services and programs, measure progress and identify strengths and gaps in a community's current homelessness assistance system. Limitations include variations in methodology across communities, potentially excluding people who were not visible the night of the count and limited ability to capture survey data.

A PIT infographic and StoryMap are available on the H3 website at → **Health, Housing and Homelessness Data Reports | Contra Costa Health (cchealth.org)**.



MEMORIAL EVENT

APPENDIX A: PROGRAM NAMES AND AGENCIES, 2024

Agency	Program	# of Individuals	# of Households
EMERGENCY SHELTER			
Bay Area Community Services	Opportunity Village	102	87
Bay Area Community Services	Delta Landing	320	248
Bay Area Community Services	Don Brown Shelter	115	115
Bi Bett	Bi-Bett VA Residential CRS Program	8	8
City of Richmond - Encampment Resolution	ERF2 - Emergency Shelter	64	58
Contra Costa Behavioral Health(BH)	BHBH - Emergency Shelter (Interim Housing)	6	6
Contra Costa Health: H3	Brookside Shelter	98	98
Contra Costa Health: H3	Concord Shelter	167	166
Contra Costa Health: H3	Calli House	57	57
Contra Costa Health: H3	Concord Warming Center	664	664
Contra Costa Health: H3	Philip Dorn Respite Center	102	102
Greater Richmond Interfaith Program (GRIP)	GRIP Family Emergency Shelter	132	44
Greater Richmond Interfaith Program (GRIP)	GRIP Warming Center	342	316
Northern California Family Center	Northern California Family Center-Emergency Shelter	16	16
SHELTER, Inc.	Mountain View Family Shelter	84	31
Trinity Center	Trinity Center Evening Program	51	51
Winter Nights Family Shelter, Inc.	Winter Nights Family Shelter	77	27
RAPID EXIT			
Hope Solutions	Coordinated Entry Rapid Exit	181	99

*Note: Programs marked with an asterisk * began in 2024

Agency	Program	# of Individuals	# of Households
SERVICE ONLY (SSOs)			
City of Richmond - Encampment Resolution	ERF1 – Castro Encampment Transition Care Program	61	57
City of Richmond - Encampment Resolution	ERF2 – Brookside (Services Only)	3	3
Contra Costa Health: H3	Concord Service Center	614	614
Contra Costa Health: H3	Cal AIM - Outside Referrals	407	379
Contra Costa Health: H3	CORE Aftercare/Non-Homeless	85	78
Fresh Lifelines for Youth	Stay Fly	5	5
Greater Richmond Interfaith Program (GRIP)	West County CARE Center	249	228
Contra Costa Health: H3	HDAP- CORE Aftercare	140	139
Hope Solutions	Housing Navigation for Transition Age Youth	28	23
Hope Solutions	Housing Navigation for HDAP [5]	15	15
Hope Solutions	Holistic Intervention Partnership (HIP)-Homeless	135	135
Hope Solutions	Housing Navigation for HDAP Prevention*	34	34
Hope Solutions	Home Safe (Homeless)	44	41
Hope Solutions	TAY FYI Voucher Housing Navigation	66	42
Housing Consortium of the East Bay	Castro Housing Navigation Program	2	2
SHELTER, Inc.	HVRP Employment Services	30	30
Trinity Center	Trinity Center (CARE Center)	488	484
Trinity Center	Young Adult Program	58	58
Trinity Center	Trinity Center Post-housing Aftercare	31	31
Veterans Accession House	Legal Services for Veterans (LSV-H)	2	2
Winter Nights Family Shelter, Inc.	Winter Nights Safe Parking Program - Pittsburg	67	45
Winter Nights Family Shelter, Inc.	Winter Nights Safe Parking Program - Antioch	58	44

[5] Ended June 2024

*Note: Programs marked with an asterisk * began in 2024

Agency	Program	# of Individuals	# of Households
TRANSITIONAL HOUSING			
Bi Bett	Uilkema House	62	62
Contra Costa Health: H3	Mary McGovern	18	18
Contra Costa Health: H3	Pomona Apartments	25	22
Contra Costa Health: H3	Pomona RHY TLP	4	4
Hope Solutions	Hope Solutions - Probation Pre-Trial Program*	9	9
STREET OUTREACH PROGRAMS			
Contra Costa Health: H3	CORE Mobile Outreach	6,116	4,925
Contra Costa Health: H3	Contra Costa ERF3 - Street Outreach*	13	13
City of Richmond - Encampment Resolution	ERF2 - Street Outreach*	70	63
RAPID REHOUSING			
Bay Area Community Services	BACR HHAP4 Rapid Rehousing for Families*	147	45
Caminar	Bringing Families Home - Rapid Rehousing	324	93
City of Richmond - Encampment Resolution	ERF2 – Rapid Rehousing (Rental Assistance)*	38	38
Hope Solutions	City of Concord Rapid Rehousing	79	28
Hope Solutions	HDAP Rapid Rehousing*	132	132
Hope Solutions	HousingWorks	428	148
Hope Solutions	Parole Housing RRH Program	24	24
Hope Solutions	Probation Housing RRH Program	141	140
Hope Solutions	Probation TAY RRH	46	46
Hope Solutions	Singles RRH*	2	2
Hope Solutions	TAY Rapid Rehousing	67	40
Insight Housing (formerly Berkeley Food and Housing)	Insight Housing SSVF Rapid Rehousing	221	158

*Note: Programs marked with an asterisk * began in 2024

Agency	Program	# of Individuals	# of Households
Lao Family Community Development	Lao Family Measure X Rapid Rehousing	66	61
SHELTER, Inc.	ESG (County) RRH	15	6
SHELTER, Inc.	ESG (State) RRH	9	5
SHELTER, Inc.	Positive Futures Rapid Rehousing	28	26
SHELTER, Inc.	Rental Assistance (Homeless)*	22	11
SHELTER, Inc.	Restored Hope for Families	98	54
SHELTER, Inc.	SSVF Rapid Rehousing	148	113

PREVENTION AND DIVERSION

Bay Area Community Resources	Family Prevention	66	32
Bay Area Community Services	Shallow Subsidy*	21	21
Bay Area Community Services	Measure X Prevention*	103	100
Bay Area Community Services	Measure X Pilot Prevention	152	140
Caminar	Bringing Families Home - Eviction Prevention	80	26
Caminar	Prevention for Families*	180	55
Catholic Charities of the East Bay	Singles Prevention	175	133
Catholic Charities of the East Bay	Catholic Charities Prevention Program*	24	24
HDAP	HDAP Prevention*	34	34
Hope Solutions	HDAP Prevention	28	27
Hope Solutions	Coordinated Entry Family Prevention	398	153
Hope Solutions	Holistic Intervention Partnership (HIP) Prevention	51	51
Hope Solutions	Home Safe Prevention	127	120
Hope Solutions	HousingWorks Eviction Prevention	101	43
Hope Solutions	Parole Housing Prevention	10	10
Hope Solutions	Probation Housing Prevention	15	15

*Note: Programs marked with an asterisk * began in 2024

Agency	Program	# of Individuals	# of Households
Insight Housing[6]	Insight Housing Homeless SSVF Prevention	136	77
Northern California Family Center	Northern California Family Center-Prevention	23	23
SHELTER, Inc.	Rental Assistance (Prevention)	2,527	1,029
SHELTER, Inc.	SSVF Prevention	80	53

PERMANENT HOUSING

Contra Costa Health: Behavioral Health	Veterans Square- HOPWA Units - PSH	2	2
Contra Costa Health: Behavioral Health	Veterans Square- No Place Like Home (NPLH) - PSH	12	8
Contra Costa Health: H3	Permanent Connections - PSH	13	13
Contra Costa Health: H3	Destination Home - PSH	14	12
Contra Costa Health: H3	HUMS - PSH	34	34
Department of Veterans Affairs	HUD VASH	627	508
Hope Solutions	CoC Rental Assistance Program (RAP) Ohio Street - PSH	8	6
Hope Solutions	Rental Assistance Program (RAP) PBRA*	17	15
Hope Solutions	CoC Rental Assistance Program (RAP) Tenant-Based Rental Assistance Program - PSH	414	266
Hope Solutions	CoC Rental Assistance Program (RAP) Villa Vasconcellos - PSH[7]	5	5
Hope Solutions	El Portal Place*	5	5
Hope Solutions	El Portal Place (HSV Units)*	18	18
Hope Solutions	ACCESS - PSH	49	49
Hope Solutions	Families in Supportive Housing (FISH) - PSH	82	22
Hope Solutions	Garden Park Apartments - PSH	70	29
Hope Solutions	Lakeside Apartments - PSH	30	11
Hope Solutions	Hacienda – PSH	28	26

[6] Formerly Berkeley Food and Housing
[7] Separate from RCD Villa Vasconcellos units

*Note: Programs marked with an asterisk * began in 2024

Agency	Program	# of Individuals	# of Households
Housing Authority of Contra Costa County	EHV Voucher	286	189
Housing Authority of Contra Costa County	FYI Vouchers	59	35
Housing Authority of Contra Costa County	Housing Stability Vouchers (HSV)*	45	12
RCD-Choice In Aging	Berrellesa Palms	58	53
RCD-Jewish Family and Community Services	Villa Vasconcellos - HOPWA units	3	3
RCD-Jewish Family and Community Services	Villa Vasconcellos (non-HOPWA)	19	19
RCD-Lifelong Medical	Idaho Apartments - HOPWA units - PSH	12	12
RCD-Lifelong Medical	Idaho Apartments - Non-HOPWA units - PSH	19	19
RCD-Trinity	St. Pauls Commons	19	16
Satellite Affordable Housing Associates	Columbia Park Manor	2	2
SHELTER, Inc.	Project Thrive - PSH	41	25
SHELTER, Inc.	Project Thrive 2.0 - PSH	105	38
SHELTER, Inc.	Tabora Gardens - PSH	2	2
SHELTER, Inc.	Tabora Gardens (MHP/VHHP) - PSH	12	11

*Note: Programs marked with an asterisk * began in 2024

CONTRA COSTA
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Homeless Services Annual Report CY2024

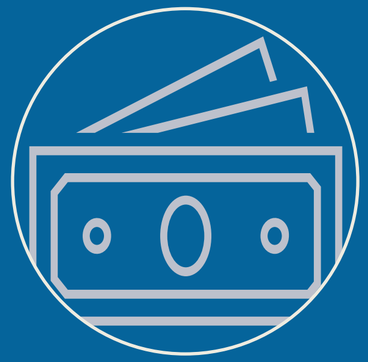
Christy Saxton, Director
CCH: Health, Housing and Homeless Services (H3)

April 14, 2026

CONTRA COSTA HEALTH

cchealth.org

Context



Workers need to earn **$45.50/hour** to afford a 2-bedroom apartment in Contra Costa

CONTRA COSTA COUNTY 2025 Affordable Housing Needs Report



Cost of housing is the biggest factor in a community's rate of homelessness

Colburn, G., & Aldern, C. P. (2022). *Homelessness is a housing problem: How structural factors explain U.S. patterns.* University of California Press



2,118 people experienced homelessness in Contra Costa on a given night in 2025

2025 Point in Time Count Report:

CONTRA COSTA HEALTH

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Contra Costa Health Roles



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Contra Costa Health Homeless Services

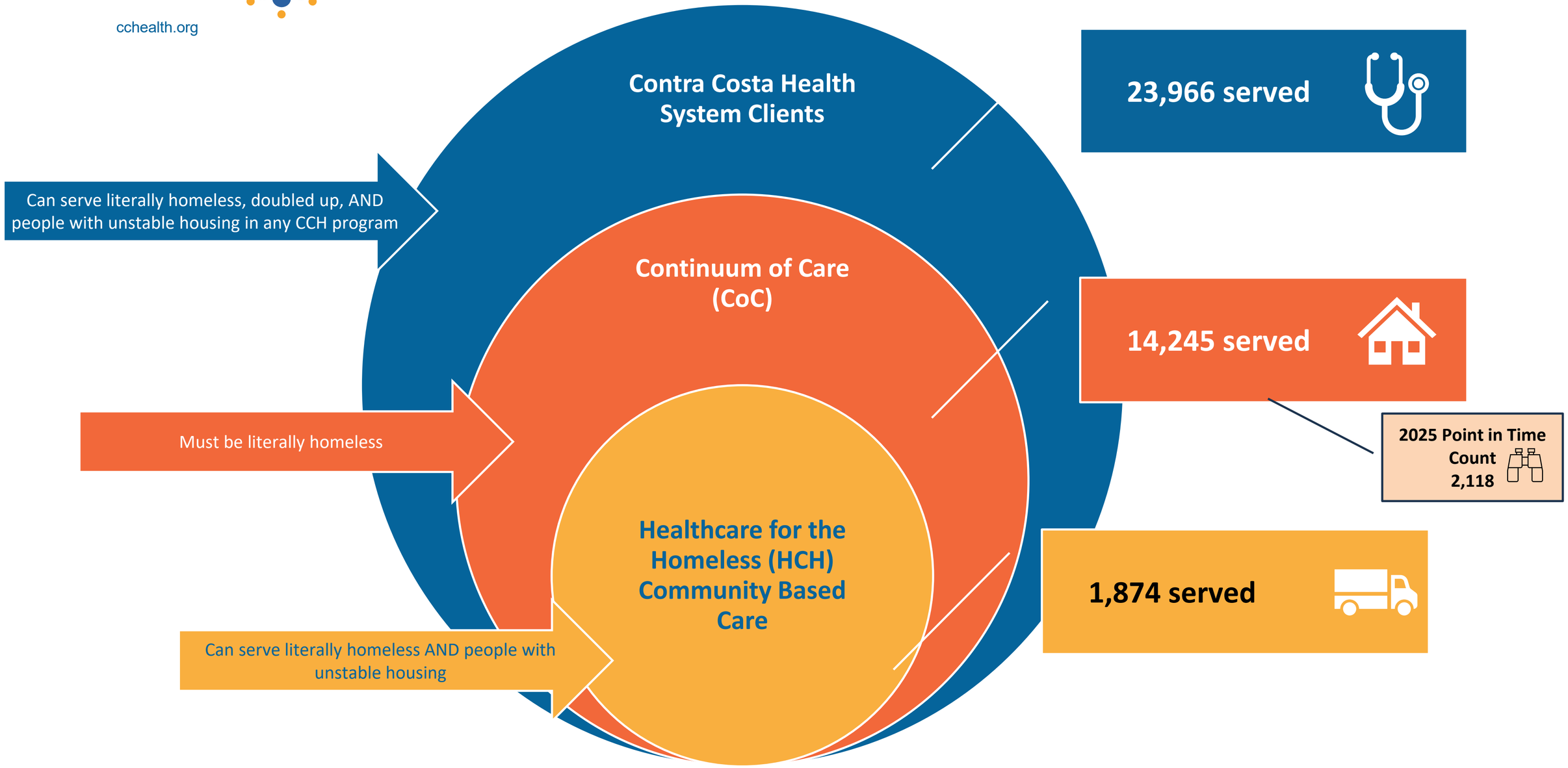


- Street Outreach
- Street Medicine
- Drop in Centers
- Clinic Services
- Homelessness Prevention
- Emergency/Interim Housing
- Permanent Housing

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Individuals Served in 2024



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Contra Costa Health Impact in 2024

Healthcare for the Homeless

1,874 individuals had 7,896 total health visits

(HCH Medical, Dental, Mental Health)

91.4% (1,713) of the 1,874 had health insurance.

Continuum of Care

97% of households receiving prevention services retained or exited to permanent housing (n=1,791)

98% of the 1,448 households served in permanent housing programs retained housing

Source: 2024 Contra Costa Continuum of Care Annual Report and EPIC electronic health record reporting

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Sylvia's Journey



Unsheltered

- 10+ years homeless
- Senior with chronic physical and mental health conditions



Street Outreach

- CCH: Healthcare for the Homeless
- CCH: CORE
- SoS Richmond



Shelter

- CCH: Brookside Shelter
- CCH: CalAIM Community Supports



Housing

- Permanent Supportive Housing
- East Bay Asian Local Development Corporation

Collaboration, Case Management, and Care

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Federal Programs in Upheaval

HOUSING AND URBAN ISSUES

Housing Groups Confounded by Last-Minute HUD Funding Changes

HUD recently changed the eligibility criteria for grants to support the Trump administration's positions on a range of issues, from immigration enforcement to gender identity. The move bars applicants from most states.

September 22, 2025 • Jared Brey



The Washington Post
Democracy Dies in Darkness

POLICY & LEGISLATION

CoC Funding Shift Threatens Housing for 170,000 Households

By **Donna Kimura** · Nov 24, 2025 11:37am

Department of Housing and Urban Development | CSH | LeadingAge | National Low Income Housing Coalition



(John M. Chase/Getty Images)

NEWS

APR 1, 2026

Appeals Court Rejects Latest Trump-Vance Administration Attack on Funding for Solutions to Homelessness

Court Continues to Block Unlawful Grant Restrictions that Would Push Nearly 200,000 Americans into Homelessness

Contact: press@democracyforward.org

URBAN WIRE

Evidence Shows Permanent Supportive Housing Helps People Exit Homelessness. A Proposed Funding Change Would Cut Those Programs.

Samantha Batko, Pear Moraras

November 18, 2025

Judge rules that HUD effort to change criteria for homeless funding is unlawful

A federal judge in Rhode Island has ruled that the Trump administration's effort to change the criteria for using tens of millions of dollars in funding to aid homeless people was unlawful

Yesterday at 7:17 p.m. EDT

NATIONAL ASSOCIATION of COUNTIES NACo

/ NEWS

HUD's Continuum-of-Care faces program changes and funding uncertainty

NOV 14, 2025 Share

Nonprofit & Nonpartisan News | CALMATTERS | About Us | Newsletters

HOMELESSNESS

California braces for 'devastating' expected cuts to federal homeless housing funds

BY MARISA KENDALL
OCTOBER 6, 2025

Republish

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Funding



Federal funding impacts from HR 1 and Continuum of Care changes endanger critical programs



State budget cycles introduce uncertainty



Local investments, like Measure X Housing Fund, are crucial to mitigating federal and state budget threats

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Impact of Catastrophic Cuts to Federal Funding

- Contra Costa residents at risk of losing their homes
- Service providers, landlords, and residents in limbo
- Contra Costa Health is acting quickly to protect residents

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Building on what works

Further Integration

- Contra Costa Health
- County Departments
- Cities/Towns

Sustaining Housing Capacity

- CalAIM Services – Transitional Rent began January 1, 2026
- Interim Housing – Brookside campus expansion
- Permanent Supportive Housing

Building Trust

- Harm Reduction
- Self-Determination
- Consistent Contact

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HEALTH

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Thank You

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1469 **Agenda Date:** 4/14/2026 **Agenda #:** D.6.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Medi-Cal and CalFresh Update on HR1 and State Budget Impacts

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Annual Medi-Cal and CalFresh Update from the Employment and Human Services Department as referred by the Family and Human Services Committee.

FISCAL IMPACT:
There is no immediate fiscal impact. The report identifies potential unfunded mandates should the Legislature and the Governor fail to including resources in the FY26/27 state budget to fund new CalFresh and Medi-Cal eligibility requirements from H.R.1.

BACKGROUND:
This annual Medi-Cal and CalFresh Update was presented to the Family and Human Services Committee on March 9, 2026, and is referred by the Committee to the full Board.

CONSEQUENCE OF NEGATIVE ACTION:
This report will not be received.

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES



Annual Medi-Cal and CalFresh Update

HR1 and State Budget Impacts

Presentation to the Board of Supervisors

Marla Stuart, MSW PhD, Director
EHSDInfo@ehsd.cccounty.us | (925) 608-4800

April 14, 2026

Support provided by Angela Bullock-Hayes, Ann Barrett, Erick Untal, Eric Brown, and their teams

Presentation Order



1. Abbreviations 3
2. Eligibility Work is Holistic Case Management 4
3. CalFresh and Medi-Cal Trends 5
4. HR1 and State Budget CalFresh and Medi-Cal Changes 9
5. Responses 12
6. Eligibility Costs 20
7. Recommendation 25
8. Appendices 26

Abbreviations

ABAWD = Able Bodied Adult Without Dependents

ACA = Affordable Care Act

ACL = All County Letter

ACWDL = All County Welfare Directors Letter

BOS = Board of Supervisors

CalAIM = California Advancing and Innovating Medi-Cal

CalFresh = California's Supplemental Nutrition Assistance Program (SNAP)

CalSAWS = California Statewide Automated Welfare System

CalWORKs = California Work Opportunity and Responsibility to Kids (California's Temporary Assistance to Needy Families TANF program)

CAO = County Administrator's Office

CCH = Contra Costa Health

CDSS = California Department of Social Services

CF = CalFresh

CWDA = County Welfare Directors Association

DHCS = California Department of Health Care Services

EBT = Electronic Benefit Transfer card

EHSD = Employment & Human Services Department

FTE = Full Time Equivalent

HR1 = House of Representatives Bill 1

MC = Medi-Cal

Medi-Cal = California's Medicaid program

NCC = Net County Cost

SAMHWORKs = Substance Abuse Mental Health Work Opportunity & Responsibility to Kids

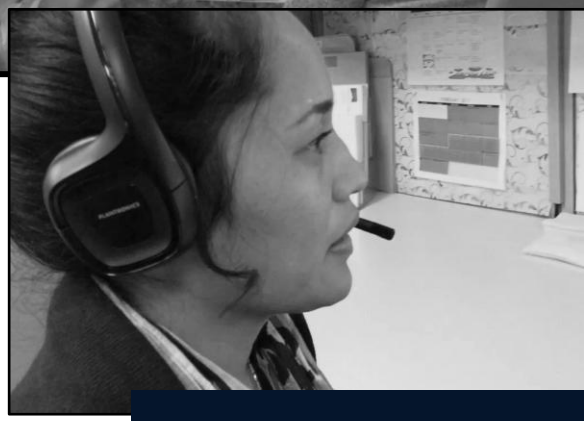
UIS = Unsatisfactory Immigration Status

Eligibility is Holistic Case Management









It includes …

- sending and receiving vital **mail**
- scheduling and conducting **interviews**
- making and receiving **phone calls**
- collecting and **documenting** information
- **determining** new and continued eligibility
- processing household **changes**
- **researching** regulations
- answering client **questions**
- **transferring** cases
- solving client **problems**
- responding to **complaints**
- identifying and responding to **fraud**
- reviewing case **accuracy** and
- **connecting** clients to other community resources

First Responders to Poverty

And because people only apply for CalFresh and Medi-Cal at a point of crisis, our eligibility teams are trained to do this work from a trauma-informed perspecti[illegible].

See Appendix 3 for CalFresh and Medi-Cal application and renewal flow charts.

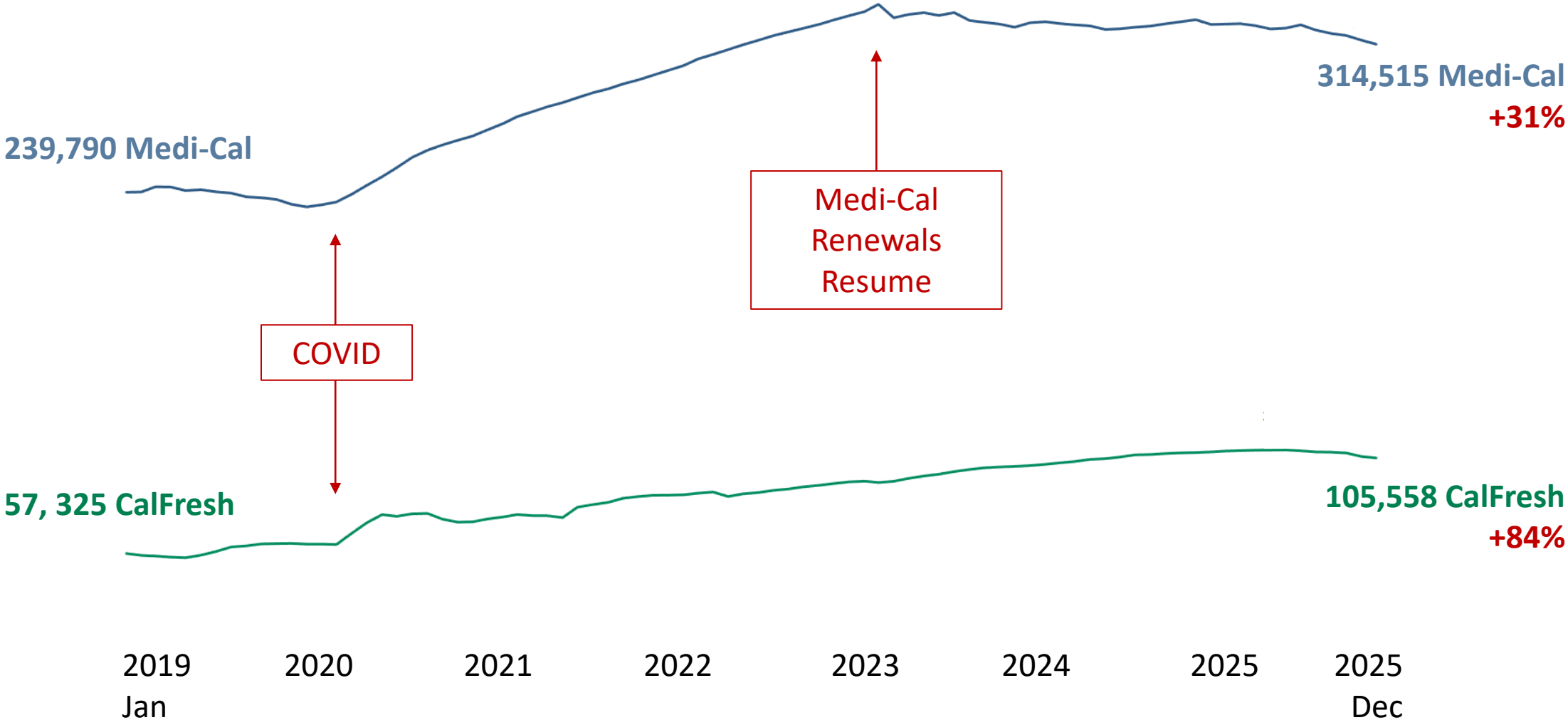
CalFresh and Medi-Cal Trends

Individuals Served by Program

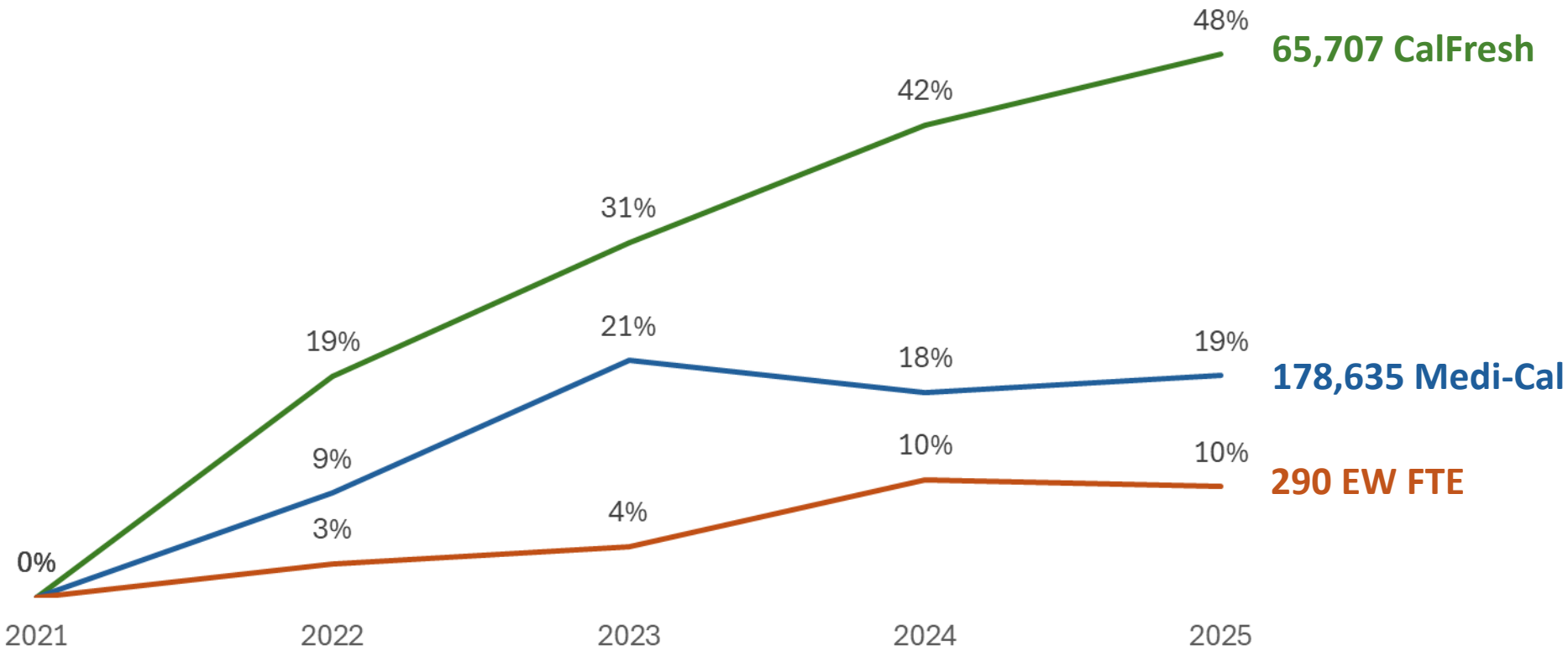
Caseload Workforce Misalignment

Client Service (Performance) Now Slipping

Number of Individuals Served



Misaligned Households and Workforce Growth



41,983 CalFresh
148,584 Medi-Cal
264 EW FTE

65,707 CalFresh

178,635 Medi-Cal

290 EW FTE

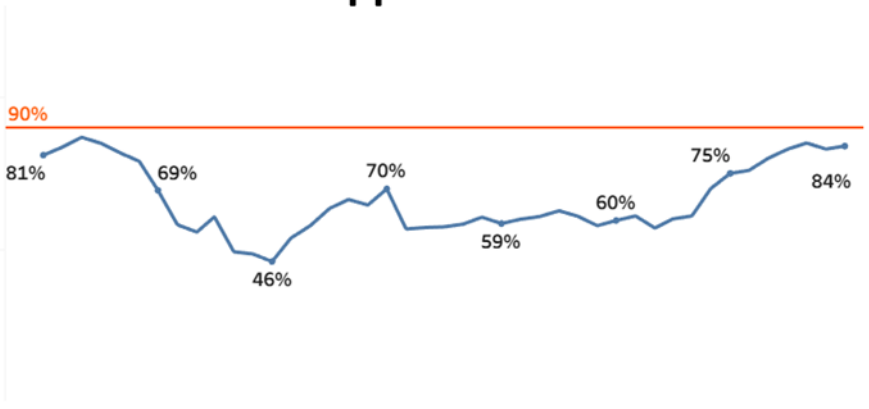
Client Service (Performance) Now Slipping

MC Applications
--Jun 2023 MC/CF dual applications increased efficiency
--Jul 2025 vacancy reduction achieved

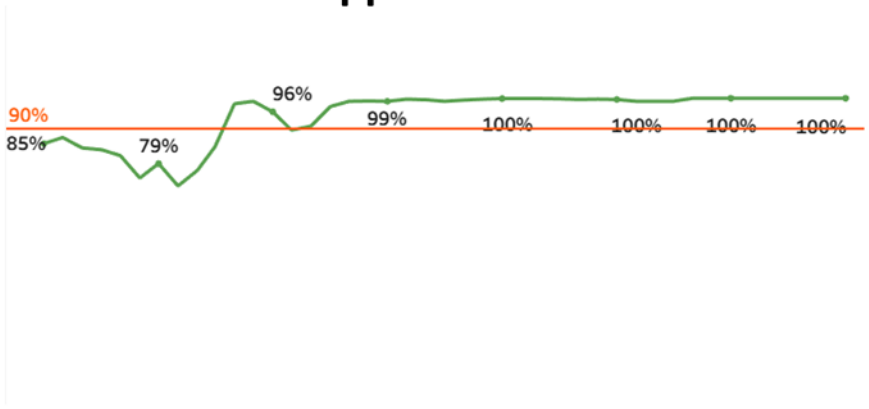
CF Applications
--We prioritize food access

MC and CF Renewals
--Jul 2025 auto renewals reduced from 75% to 30% impact both MC and CF

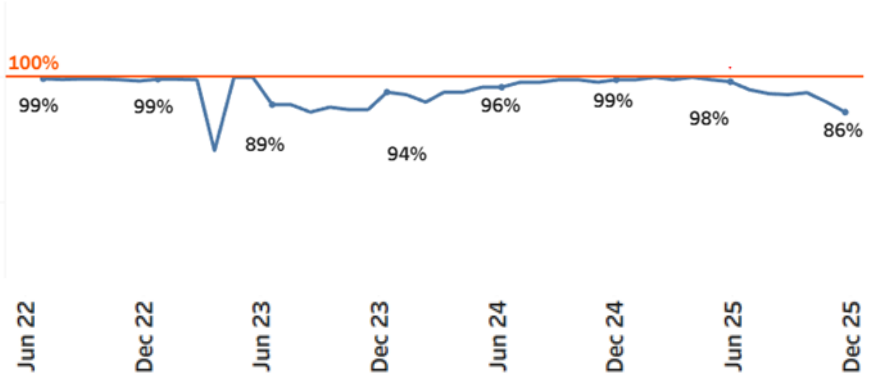
Medi-Cal Application Timeliness



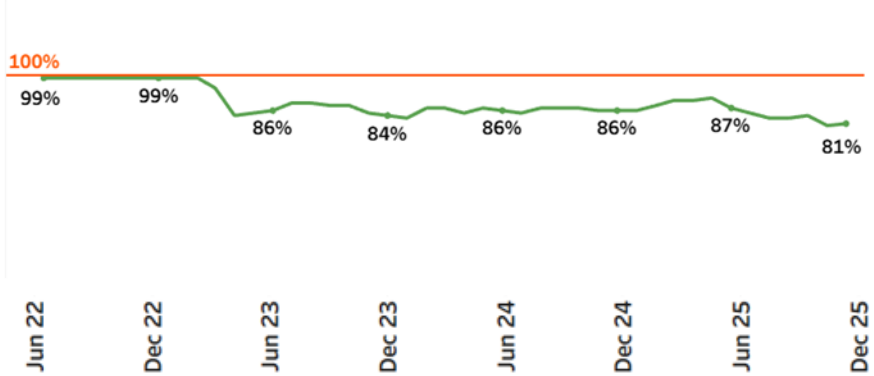
CalFresh Application Timeliness



Medi-Cal Renewal Timeliness



CalFresh Renewal Timeliness

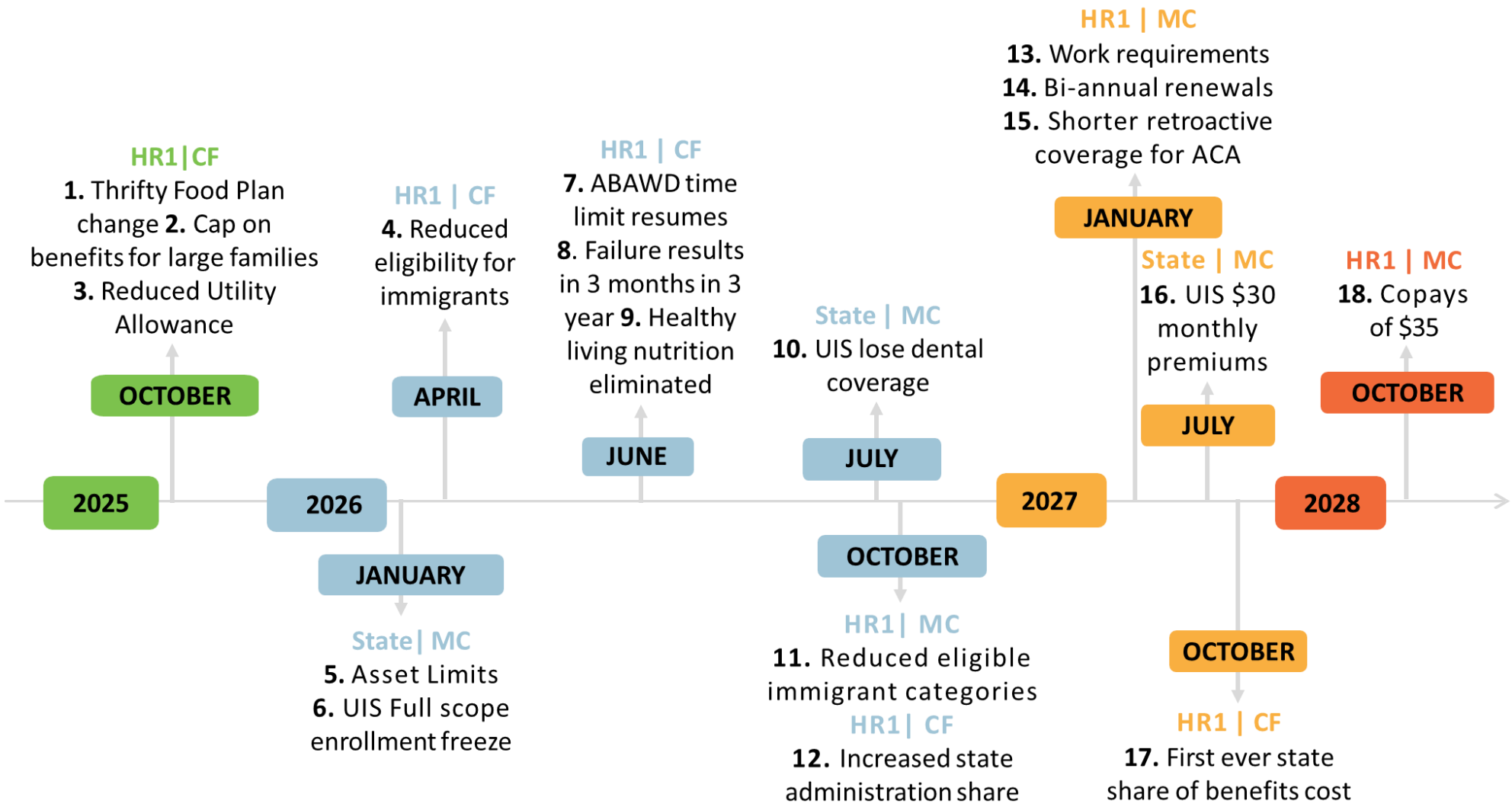


HR1 and State Budget
CalFresh and Medi-Cal Changes

Timeline

Most Consequential HR1 Changes for EHSD

HR1 Implementation Timeline



Most Consequential HR1 Changes for EHSD

Program	Date	Detail	Impacted	Client Impacts	Worker | County Impacts
CF	6.1.26	**7. Able-Bodied Adults 18-64 Without Dependents (ABAWD) without exemptions must meet work requirement**	~51,313	Increased required documentation to provide verification of work or volunteer or school; loss of benefits if noncompliant	Significant increased work to identify recipient exemptions; additional CalSAWS screens to complete; if no exemptions refer to work programs; tracking participation time-clock; increased calls and appeals
CF	6.1.26	**8. Restricts eligibility to 3 in 36 months if failure to meet work requirements**	~51,313	Loss of benefits, increased food insecurity	Increased work to verifying exemptions and/or engagement compliance and to monitor 36-month time-clock
CF	10.1.26	**12. Federal share of CF administration drops to 25% from 50%**	~$12.2 M annually	Should state and counties not be able to absorb increased cost, outreach may end and services may be delayed (calls, EBT issuance, case changes, application and renewals)	Increased costs may reduce funding available for staffing creating major strains on time per client, case processing accuracy, and timeliness
MC	1.1.27	**13. ACA expansion adults 19-64 must meet work or exemption requirements**	~67,719	Loss of full scope health coverage if failure to comply; emergency coverage continues	Significant increased work to identify recipient exemptions, and if none to refer to work programs; increased calls and appeals
MC	1.1.27	**14. Renewals increase from once to twice annually for ACA expansion adults**	~110,669	More frequent renewals leads to higher risk of benefits loss due to procedural burden	Doubles renewal workload adding 1.2 hours per adult per year

Responses

CDSS and DHCS Instructions to Date

Planning Workgroups

Training

Legislative Advocacy

CDSS CalFresh Instructions To Date

Number	Date Issued	Title
ACL 25-93	12-31-2025	HR1: Changes to Time Limit for Able-Bodied Adults Without Dependents Policy
ACL 25-92	12-31-2025	HR1: Changes to Noncitizen Eligibility Policy
ACL 25-79	11-07-2025	One-Year Able-Bodied Adults Without Dependents Time Limit Waiver for Colusa, Imperial, and Tulare Counties
ACL 25-50E	08-26-2025	Erratum To CalFresh Impacts Due to HR1
ACL 25-50	07-14-2025	CalFresh Impacts Due to HR1

DHCS Medi-Cal Instructions to Date

Number	Date Issued	Title
ACWDL 25-30	12-30-2025	Work and Community Engagement Requirements for New Adult Group
ACWDL 25-31	12-30-2025	Six-Month Renewals for New Adult Group
ACWDL 25-33	12-30-2025	Monthly Premiums for Adult Members with Unsatisfactory Immigration Status
ACWDL 26 07	3-12-2026	Policy Changes to Retroactive Medi-Cal Coverage Periods

Department of Health Care Services states these ACWDLs represent preliminary guidance and are subject to change based on developing federal policy guidance and state legislative changes.

Planning Workgroups: Local

CAO | EHSD | CCH

1. Biweekly meetings

EHSD

1. CalFresh Program Policy Committee
2. CalFresh Quality Assurance/Program Integrity Workgroup
3. CalFresh Error Citation Workgroup
4. CalFresh Oversight Meeting
5. ABAWD Workgroup
6. Data Council
7. Workforce Services Bureau Team Meeting

EHSD | CCH

1. Medi-Cal Enrollment and Retention Workgroup
2. CalAIM Pre-Release Workgroup
3. CalAIM Leadership Workgroup
4. Basic Health Collaboration Meeting
5. Minor Consent Applications Meeting
6. SAMHWORKs Services Meeting
7. Detention Health Medi-Cal Applications Review Meeting
8. Local Medi-Cal Advisory Committee

EHSD | Community

1. HR1 – Multi-Sector

Planning Workgroups: Regional and State

CWDA

1. Self Sufficiency
2. CalFresh
3. CalWORKs/Welfare-to-Work/Child Care
4. Medical Care
5. Regional Meetings to discuss CWDA topics – all programs

BASSC

1. Self Sufficiency

State

1. CDSS CalFresh ABAWD Policy Office Hours
2. CalFresh All Stakeholder Webinar (quarterly)
3. DHCS County Support Call
4. DHCS HR1 Federal Medi-Cal Changes County Workgroup
5. DHCS Medi-Cal Immigration-focused County Workgroup
6. CalSAWS Systems Workgroups

Training

1,098 hours to develop 126 modules
24 hours to train 1 worker | 555 workers to train

Impacts

Diverts works from casework and increases overtime costs

Reduces resources and time for other trainings: refresher, error reduction, staff development, reinforcement, new employee, promotion


Thank you to Managers, Supervisors, Staff!

State Budget Advocacy

Program	CWDA	Estimated CCC Share	CSAC	BOS
1. **CalFresh** prepare for and implement ABAWD work requirements	FY25-26 $20 million GF FY25-26 $9.3 million GF FY26-27 $102.8 million GF Ongoing $57.9 million GF	$446,000 $207,390 $2,292,440 $1,291,170	Same as CWDA	**Letters:** • Honorable Akilah Weber Pierson, Senate Health Committee • Honorable Caroline Menjivar, Senate Budget & Fiscal Review Subcommittee 3 • Honorable Corey Jackson, Assembly Budget Subcommittee 2 • Honorable Dawn Addis, Assembly Budget Subcommittee 1 • Honorable John Laird, Senate Committee on Budget and Fiscal Review • Honorable Monique Limon, Senate President Pro Tempore • Honorable Roger Niello, Senate Committee on Budget and Fiscal Review • Governor Gavin Newsom **Office Visits:** • Senator Jesse Arreguín **CWDA CF ABAWD Budget champion** • Senator Tim Grayson • Senator Chris Cabaldon • Asm. Anamarie Avila Farias • Asm. Rebecca Bauer Kahan • Asm. Buffy Wicks • Asm. Lori Wilson
2. **CalFresh** administration cost shift	Authorize a CalFresh Match Waiver to draw full state funds if counties cannot increase match	CCC meets match	Supports CWDA	
3. **CalFresh** Payment Error Rate (PER) penalty	Hold counties harmless from Pre-H.R. 1 federally-driven Payment Error Rate (PER) fiscal sanctions	Would depend on situation	Supports CWDA	
4. **Medi-Cal** implement work requirement and bi-annual renewal	FY26-27 $230.9 million GF FY27-28 $304.7 million GF FY28-29 $175.9 million GF Ongoing $114.1 million GF	$6,257,390 $8,257,370 $4,766,890 $3,092,110	Same as CWDA	
5. **Medi-Cal** Consumer Price Index (CPI) increase	FY26-27 $39.3 million GF Ongoing	$1,065,030 Per CPI	Same as CWDA	
6. **Medi-Cal** enrollment freeze for UIS	Reverse enrollment freeze and oppose adding Medicaid work requirements to UIS population		Supports CWDA	

CCC share of state CF allocations = 2.23%; CCC share of state MC allocations = 2.71%

Eligibility Costs

Medi-Cal and CalFresh Revenue and Expenditure Trends

HR1 Created New Unfunded Mandates

Perfect Storm

MC & CF Revenue and Expenditure Trends

	Fiscal Year	State Allocation	Federal Allocation	1991 Realignment Utilized	2011 Realignment Utilized	Net County Cost Utilized	Total Revenue to Cover Expenditures	Number of Claimed FTE
Medi-Cal (MC)	FY20/21		61,129,714		-	-	61,129,714	154.2
	FY21/22		53,165,382		-	-	53,165,382	135.9
	FY22/23		52,139,949		-	-	52,139,949	139.4
	FY23/24		70,717,050		-	5,476,932	76,193,982	157.9
	FY24/25		70,512,125		56	6,084,173	76,596,354	165.0
	FY25/26 **Budget**		68,341,855		-	-	68,341,855	169.9
	FY26/27 **Budget**		74,374,645		7,540,457	-	81,915,102	167.6
CalFresh (CF)	FY20/21	16,362,292	21,669,177	966,481	-	4,801,966	43,799,916	109.7
	FY21/22	19,551,162	25,660,092	839,421	-	7,263,760	53,314,435	135.7
	FY22/23	19,616,594	27,043,329	856,975	-	7,142,169	54,659,067	136.3
	FY23/24	24,016,552	32,618,862	788,917	-	8,644,118	66,068,449	134.1
	FY24/25	21,978,952	29,651,021	4,402,825	-	4,114,219	60,147,017	125.1
	FY25/26 **Budget**	21,858,230	29,352,181	1,057,575	-	7,121,849	59,389,834	124.0
	FY26/27 **Budget**	34,438,514	20,567,206	-	8,599,785	-	63,605,505	130.0
Both	**FY26/27 Budget**	**34,438,514**	**94,941,851**	**-**	**16,140,242**	**-**	**145,520,607**	**297.6**

HR1 Created New **Unfunded** Mandates

EHSD has no capacity to independently generate revenue

	CalFresh	Medi-Cal	Total
1. FY26/27 Eligibility Worker FTE[1]	130.0	167.6	**297.6**
2. FY26/27 Budgeted State and Federal Revenue	$63,605,505	$81,915,102	**$145,520,607**
3. Current Work	Bi-Annual Renewal	Annual Renewal	
4. Added Work with HR1 **Unfunded Mandates**	Assessing and monitoring work requirements and exemptions (average of 3 hours per year per client, per CWDA state-wide survey)	Assessing and monitoring work requirements and exemptions (average of 3.5 hours per year per client, per CWDA state-wide survey) Second Annual Renewal (average of 1.2 hours per year, per CWDA state-wide survey)	
5. Estimated New FTE Required[2]	86 -- 177	208 -- 268	**294 - 445**
7. Estimated New Unfunded Annual Funding Required[3, 4]	**$31,172,764 -- $64,157,898**	**$78,201,344 -- $100,759,424**	**$109,374,108 -- $164,917,322**

NOTES: [1]FY26/27 budget includes the 12 new eligibility workers approved by the Board on March 3, 2026 for current year. [2]Estimates as we currently understand new rules and per CWDA state-wide survey, although state guidance has not yet been published for all new rules. [3]Annual costs will increase with cost of doing business. [4]Detailed analysis provided in Appendix 2, slide 33.

Perfect Storm

Increasing cases

Misaligned staffing

Slipping performance

Huge unfunded workload

↓

Disenrollment



Recommendation

Accept this report and provide guidance to the Employment & Human Services Director.

Appendices

1. Summary of HR1 and State Budget Changes
2. New Unfunded Eligibility Cost Scenarios
3. Medi-Cal and CalFresh Application and Renewal Flowcharts

Appendix 1

Summary of HR1 and State Budget Changes

Summary of HR1 and State Budget Changes

Source	Program	Date	Detail	~Number Impacted	Client Impacts	Worker | County Impacts
HR1	CF	10.1.25	1. Only cost-neutral Thrifty Food Plan changes except for inflation	All CalFresh individuals	Annual increases may be lower	Understanding the change and answering recipients questions.
HR1	CF	10.1.25	2. Cap on benefits for households > 18 members	0	Large families may see lower benefits	Understanding the change and answering recipients questions.
HR1	CF	10.31.25	3. Limits LIHEAP-based Standard Utility Allowance (SUA) qualification to households with an elderly/disabled member	~929	May result in reduction in benefits if evidence of expense not provided	Deeper reviews to determine SUA eligibility; increased calls and questions; increased appeals

Summary of HR1 and State Budget Changes

Source	Program	Date	Detail	~Number Impacted	Client Impacts	Worker | County Impacts
State	MC	1.1.26	4. Seniors, disabled, and long-term care residents must report assets	~24,280	Increased reporting burden and possible elimination of eligibility	Additional asset verification requests; more appeals and calls; less ex-parte reviews
State	MC	1.1.26	5. UIS enrollment freeze for full-scope	~28,387	New enrollees and existing enrollees who fail to timely renew will only receive emergency care;	Increased need to explain changes; increased need to explore alternate coverage options
HR1	CF	4.1.26	6. Many lawfully present immigrant groups lose eligibility	~1,114	Loss of benefits and increase food insecurity	Increased need to explain changes to clients and discontinue the case.
HR1	CF	6.1.26	7. Able-Bodied Adults 18-64 Without Dependents (ABAWD) without exemptions must meet work requirement	~51,313	Increased required documentation to provide verification of work or volunteer or school; loss of benefits if noncompliant	Significant increased work to identify recipient exemptions; additional CalSAWS screens to complete; if no exemptions refer to work programs; tracking participation time clock; increased calls and appeals

Summary of HR1 and State Budget Changes

Source	Program	Date	Detail	~Number Impacted	Client Impacts	Worker | County Impacts
HR1	CF	6.1.26	8. Restricts eligibility to 3 in 36 months if failure to meet work requirements	~51,313	Loss of benefits, increased food insecurity	Increased work to verifying exemptions and/or engagement compliance and to monitor 36-month time-clock
HR1	CF	6.30.26	9. Eliminates CalFresh Health Living nutrition education	~5,000	Loss of nutritional education for seniors; loss of contract for vendor	None
State	MC	7.1.26	10. UIS adults lose dental coverage	~28,387	Decreased access to dental care	Increased call volume and referrals to other available resources needed
HR	MC	10.1.26	11. Expands UIS to include refugees, asylees, parolees, DV and trafficking survivors, etc.	~8,465	Loss of access to full-scope health coverage (emergency coverage remains)	Increased call volume and referrals to other available resources needed; increase in appeals

Summary of HR1 and State Budget Changes

Source	Program	Date	Detail	~Number Impacted	Client Impacts	Worker | County Impacts
HR1	CF	10.1.26	12. Federal share of CF administration drops to 25% from 50%	~$12.2 M annually	Should state and counties not be able to absorb increased cost, outreach may end and services may be delayed (calls, EBT issuance, case changes, application and renewals)	Increased costs may reduce funding available for staffing creating major strains on time per client, case processing accuracy, and timeliness
HR1	MC	1.1.27	13. ACA expansion adults 19-64 must meet work or exemption requirements	~67,719	Loss of full scope health coverage if failure to comply; emergency coverage continues	Significant increased work to identify recipient exemptions, and if none to refer to work programs; increased calls and appeals
HR1	MC	1.1.27	14. Renewals increase from once to twice annually for ACA expansion adults	~110,669	More frequent renewals leads to higher risk of benefits loss due to procedural burden	Doubles renewal workload adding 1.2 hours per adult per year

Summary of HR1 and State Budget Changes

Source	Program	Date	Detail	~Number Impacted	Client Impacts	Worker | County Impacts
HR1	MC	1.1.27	15. ACA adults limited to 1 month retroactive coverage and all others to 2 months (compared to 3 months now)	TBD	Reduced protection against retroactive medical bills for client; reduced revenue for health provider if client cannot pay	More calls and more appeals
State	MC	1.1.27	16. UIS adults must pay $30 monthly premium for full-scope coverage	~24,439	Increased financial burden and loss of full scope coverage if unable to pay, or if pays late	More client questions, increased tracking and actions related to payments
HR1	CF	10.1.27	17. First-ever state share of benefits, initially tied to 2025-2026 Payment Error Rate (PER)	~106,225	Benefit interruption to all recipients if state cannot afford and opts out of SNAP	Major pressure to reduce county over / under issuances; share of state-paid benefits will be limited to the counties within the 19 Performance Measurement Counties(PMC) based on error rates
HR1	MC	10.1.28	18. ACA adults with incomes 100-138% FPL must pay up to $35 for certain services	TBD	Increased out-of-pocket costs; decreased use of care.	More client questions and billing clarification needs; increased tracking and actions if clients do not pay

Appendix 2

New Unfunded Eligibility Cost Scenarios

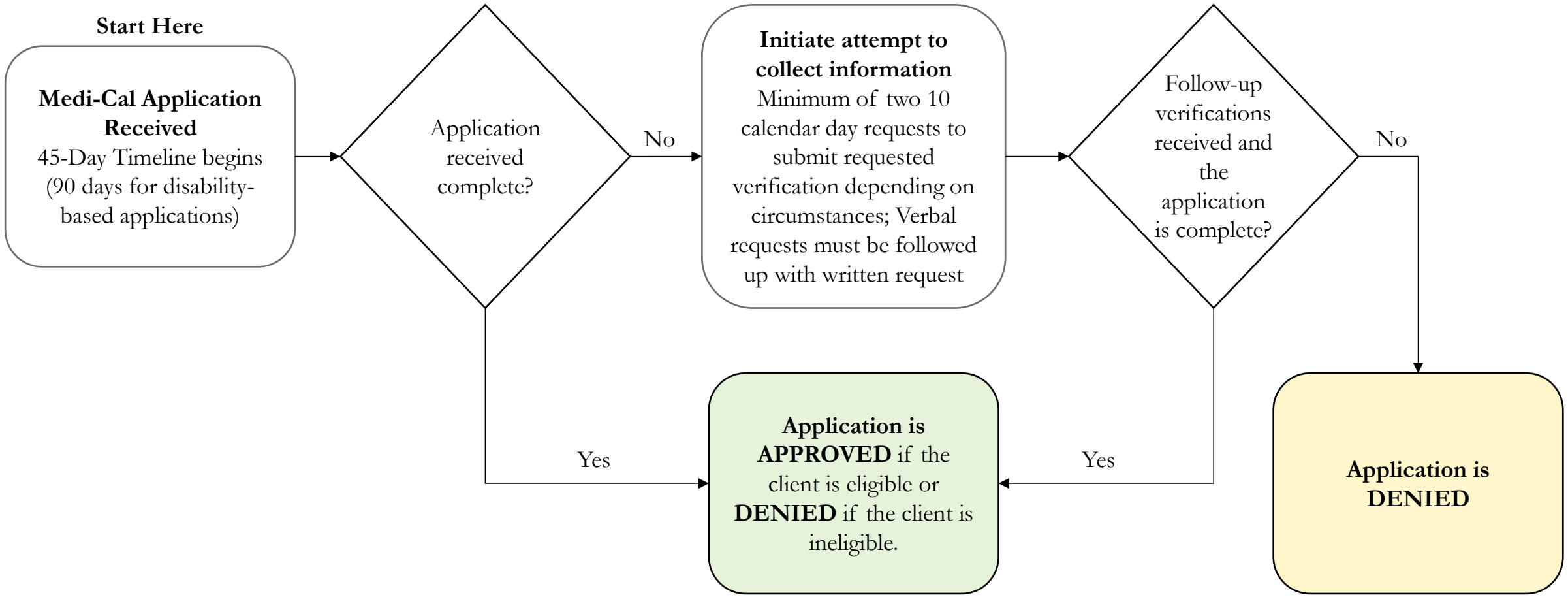
New Unfunded Eligibility Cost Scenarios

		Scenario 1 CWDA Estimate w/ No Automation	Scenario 2 CWDA Estimate w/ Partial Automation
MC: Additional Hours for Work Requirement			
A	Additional hours per ACA client per year to assess exemptions	1	1
B	Number of ACA clients	110,669	110,669
C	Additional hours per ACA client per year to manage work requirements	2.5	2.5
D	Number of ACA clients subject to work requirements	110,669	67,719
E	Number of Additional Work Requirement hours needed (A*B) + (C*D)	387,342	279,967
MC: Additional Hours for Added Bi-Annual renewal			
F	Additional hours per ACA client per year for bi-annual renewals	1.2	1.2
G	Number of ACA clients subject to bi-annual renewals	110,669	110,669
H	% of renewals not auto-authorized	70.5%	70.5%
I	Number of bi-annual renewals hours needed (F*G*H)	93,626	93,626
MC: Additional FTE Required			
J	Total number of additional MC work hours needed per year (E+I)	480,968	373,592
K	Number of work hours per year per EW (2080-160 vacation, 88 holiday, 40 sick)	1,792	1,792
L	**Number of additional MC EW FTE (J/K)**	**268**	**208**
CF: Additional Hours and FTE Required for ABAWD			
M	Additional hours per client per year for ABAWD screening, compliance, verification, etc.	3	3
N	Number of clients subject to ABAWD	105,987	51,313
O	**Number of additional work hours needed per year (M*N)**	317,961	153,939
P	Number of work hours per year per EW (2080-160 vacation, 88 holiday, 40 sick)	1,792	1,792
Q	**Number of additional CF EWs needed (O/P)**	**177**	**86**
Total EW FTEs Needed (L+Q)		**445**	**294**
R	Fully Loaded Cost for MC Eligibility Worker	$375,968	$375,968
S	Fully Loaded Cost for CF Eligibility Worker	$362,474	$362,474
T	**Additional MC FTE Cost (L*R)**	$100,759,424	$78,201,344
U	**Additional CF FTE Cost (Q*S)**	$64,157,898	$31,172,764
V	**Total Annual Cost (T+U)**	**$164,917,322**	**$109,374,108**

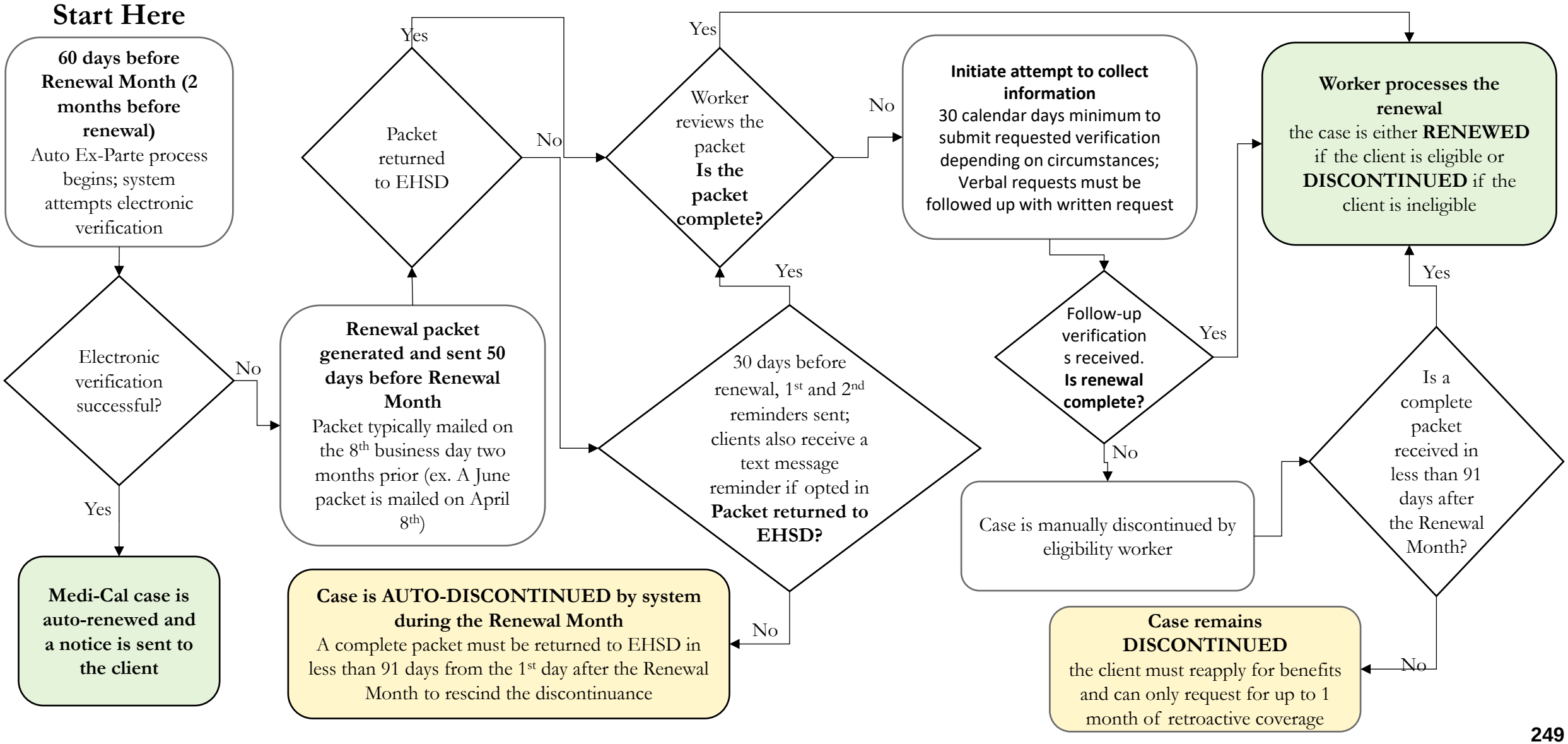
Appendix 3

Medi-Cal and CalFresh Application and Renewal Flowcharts

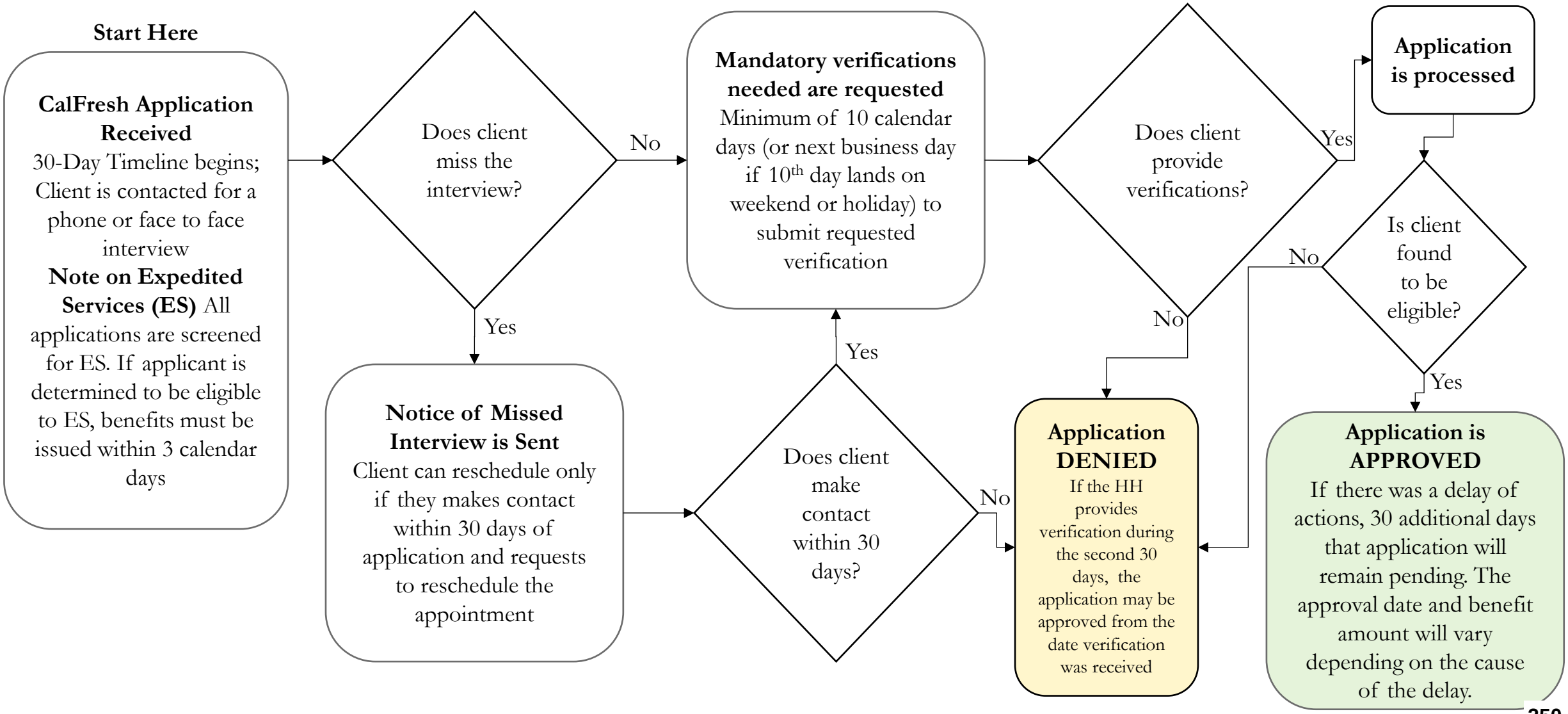
Medi-Cal Application Process



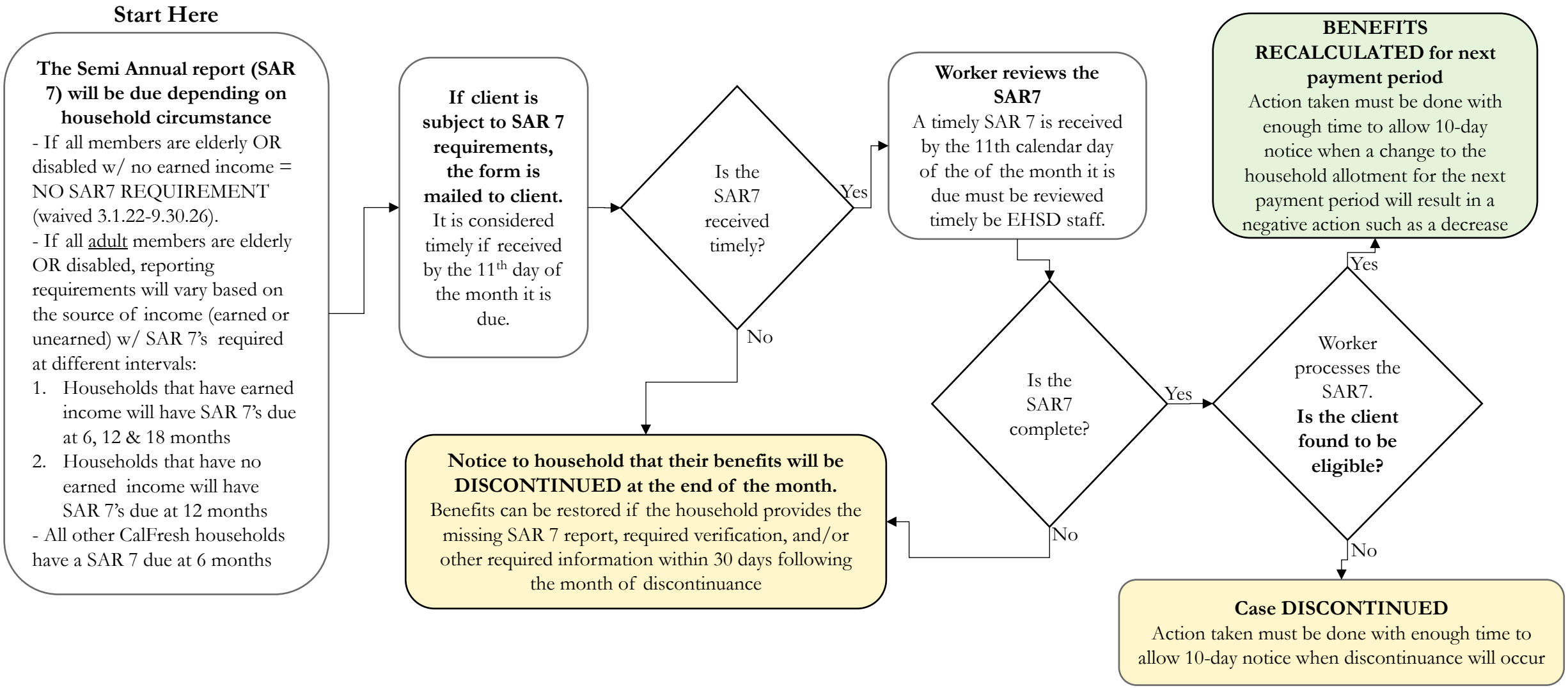
Medi-Cal Renewals Process



CalFresh Application Process



CalFresh Periodic Report Process



CalFresh Recertification Process

Start Here

The length of the Certification period will depend on household circumstances
- If all members are elderly OR disabled and have no earned income = 36 month certification period
- If all adult members are elderly OR disabled = 24 month certification
- All other CalFresh households = 12 month certification

Approximately 45 days prior to the end of a Certification period, Notice of Expiration (NEC) and Appointment Notices are mailed to the clients
Timing of the mailing of notices will depend on the household circumstances.

For households that require an interview, worker initiates attempts to conduct interview
At time specified in the Appointment Notice, worker makes at least two attempts 15 minutes apart to reach client
Note 1: Some circumstances (client/county/client and county) can cause a recertification to be delayed past the last day of the final month in the certification period. When these circumstances occur, staff will conduct the recertification interview and/or process timely and untimely applications for recertification received in the 30 days after the certification period ends.
Note 2: Most households are required to complete an interview

Does client either pick up the call or return the missed call?

No

If client does not return call and complete the interview, client is DISCONTINUED at the end of the month and a Notice of Missed Interview (NOMI) is sent
Client can make contact to reschedule their missed interview up to 30 days after the certification period ends

Yes

Worker conducts the interview

Are additional verifications needed to complete the recertification?

No

Client is CERTIFIED for a new payment period
The appropriate benefit amount as determined by the worker will be issued on the 1st month of the new certification period

Yes

Are additional verifications received by the 10th day?

No

Client is NOT certified and benefits will DISCONTINUE at the end of the certification month; HH has up to 30 days after the end of their certification period to complete process

Yes

Worker mails out a request to provide verifications within 10 days, or the next business day if the 10th falls on a weekend or holiday

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1470 **Agenda Date:** 4/14/2026 **Agenda #:** D.7.

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; and ACCEPT the FY25-26 Self-Assessment Report.

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 April 2026 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







April 14, 2026

Marla Stuart, MSW, PhD, EHSD Director and Head Start Executive Director
Sarah Reich, 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	Feb 2026	Feb 2026
Policy Council Actions	Mar 2026	
Budget	Feb 2026	Feb 2026
Monitoring	Feb 2026	Feb 2026
Official Funder Communication	Mar 2026	Mar 2026
Recommendation	✓	
Appendices	For Information	

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



Federal Environment Updates

Sources of Information

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

Categories of Impact

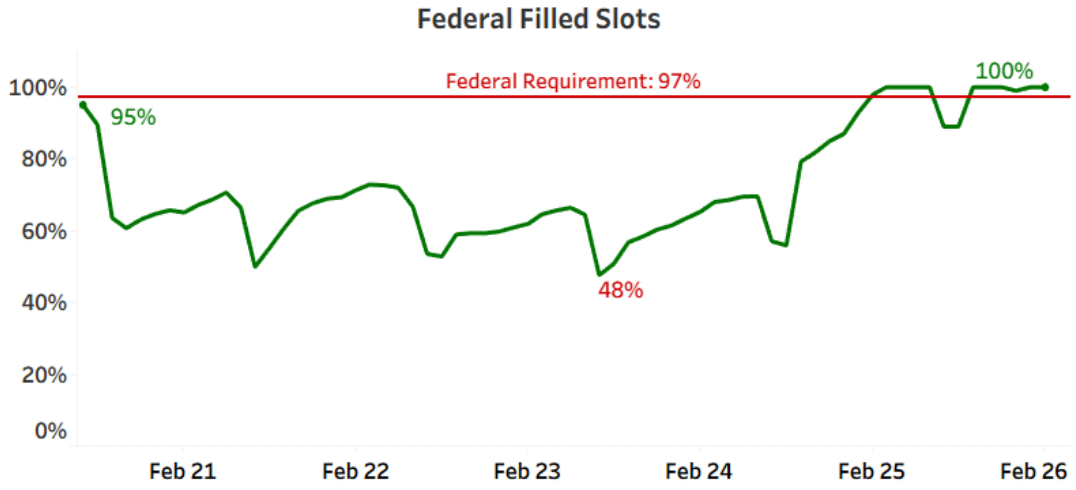
1. Potential Funding Reduction
2. Potential Funding Increase
3. Changes to Program Regulations
4. Change that may Impact Customers
5. Change that may Impact Contracts with Partners

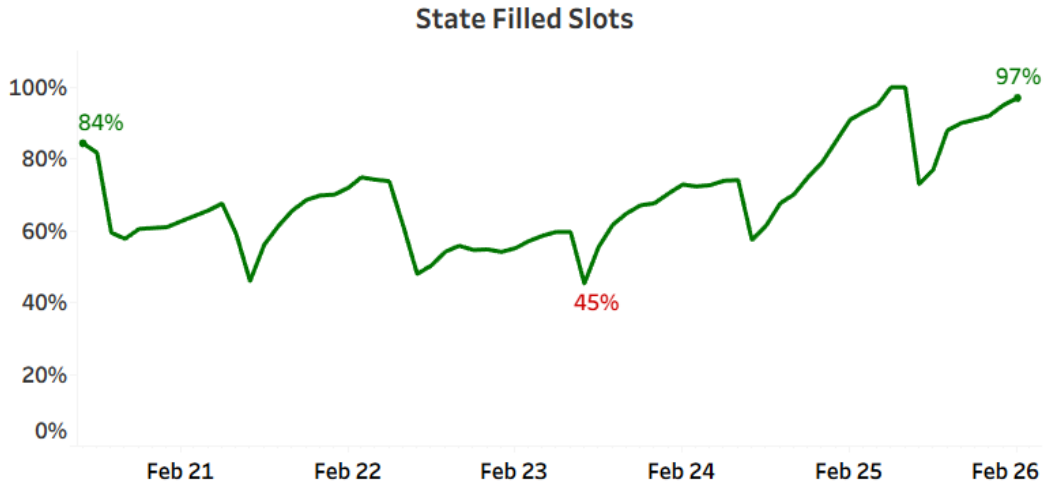
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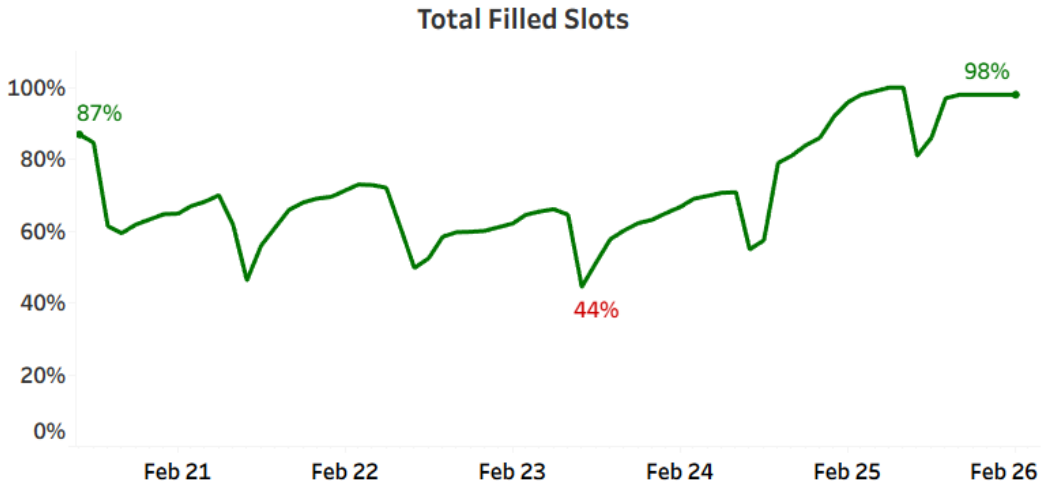


Building Brighter Futures Together

Center Enrollment Rates







Current Slot Allotments:

- Federal Slots (Head Start) = 1,201 (1,201 filled slots as of February 2026)
- State Slots (CDE and CDSS) = 764 (740 filled slots as of February 2026)
- Total Unique Slots = 1,345 (1,321 filled slots as of February 2026)

Current Enrollment Requirements:

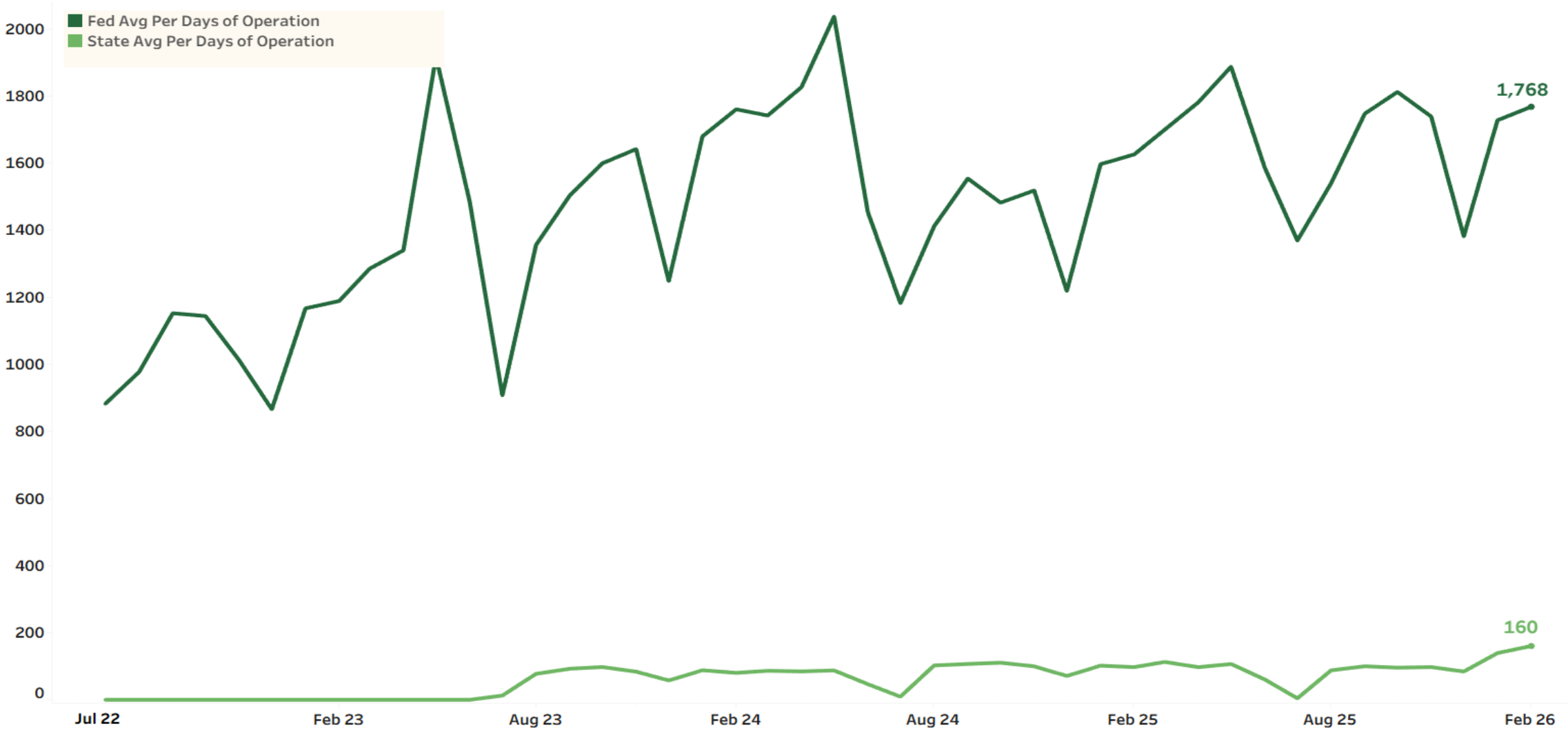
- Federally Funded = 97% slots filled
- State Funded = Currently "hold harmless" meaning no penalties for not filling all slots. When "hold harmless" ends in June 2026, we will no longer be funded for unfilled slots.

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Center Attendance Rates

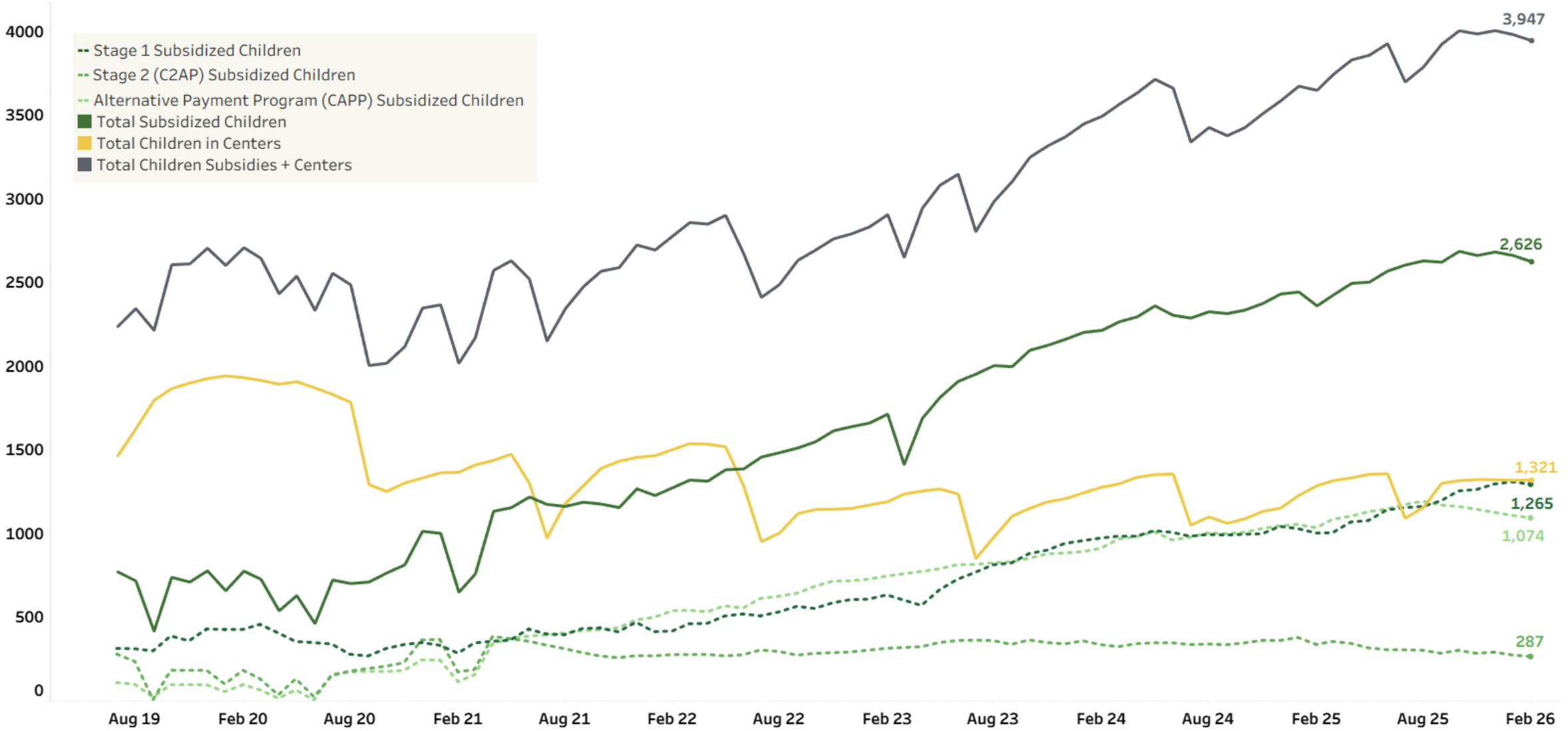
UNDER CONSTRUCTION

Average Center Meals & Snacks Per Day



Building Brighter Futures Together

Children Served in Child Care



"Total Children in Centers" includes children enrolled with federal (Head Start/Early Head Start) and state (CCTR, CSPP) funding sources.

Building Brighter Futures Together

Current ECE Data Management System

CLOUDS (Child Location Observation Utilization Data System) deployed in 2012 as the data management system for the County's Early Childhood Education (ECE) programs.

History

- 2009: Received Quality Improvement & Program Improvement Grant from Administration for Children and Families (ACF) to develop electronic child safety system.
- 2010: Launched as RFID child safety system.
- 2014: 1st electronic system in California to be approved by California Department of Education (CDE) to use electronic attendance and signature system. Relaunched as data management system in 2015.
- 2015: Received California State Association of Counties (CSAC) Merit Award for Innovative Systems.
- 2017: Presented at National Head Start Association (NHSA) Summit.
- 2019: Recognized by Office of Head Start as Innovative Safety System.
- 2020: Received CSAC Award for using technology to enhance communications with families during pandemic.

Procurement Process

Procurement Process

- Launched RFP #1211 in October 2024 and received 4 bids.
- Staff unanimously recommended KinderSystems following proposal reviews and demos.
- June 10, 2025: Board of Supervisors approved consent item C52 to execute a purchase order through June 2030

KinderSystems Overview

- Specializes in systems for subsidized child care, early education, and Head Start on a national scale.
- Offer collection of integrated off-the-shelf systems to support our full program, including
  - COPA – for managing center-based federal and state funded early childhood education services
  - CARE – for managing subsidized child care services
  - Learning Genie – for managing parent engagement and child outcome assessments
  - KinderCloud – umbrella system linking together COPA and CARE databases

KinderSystems Implementation Timeline

	Workstream	Categories	Jul-2025	Aug-2025	Sep-2025	Oct-2025	Nov-2025	Dec-2025	Jan-2026	Feb-2026	Mar-2026	Apr-2026	May-2026	Jun-2026	Jul-2026	Aug-2026	Sep-2026
		Project Launch			9/16/2025												
1	COPA Implementation- Data System for Head Start and State Preschool Programs	Super Admin Trainings & Configurations															
		COPA Data Conversion															
		COPA Manager Trainings															
		COPA End User Trainings															
		COPA Pilot/UAT Go Live							1/12/2026								
		COPA Full Implementation Go Live													7/1/2026		
2	CARE Implementation- Data System for Alternative Payment Programs	CARE Data Conversion															
		CARE Front End Configurations & Trainings															
		CARE Training															
		CARE Pilot/UAT Go Live										TBD					
		CARE Full Implementation Go Live													7/1/2026		
3	Learning Genie Implementation- Data System for Child Assessments	Kick-Off									3/10/2026						
		Data Conversion															
		Super User Training & Configuration															
		End User Trainings												6/10/2026			
		Pilot/UAT Go Live															
		Full Implementation Go Live													7/1/2026		
4	KinderCloud- Umbrella Data System Linking COPA & CARE	Prototype Development															
		Application Design															
		Quality Assurance															
		User Acceptance Testing															
		KinderCloud MVP Go Live									R1 Deploy					R2 Deploy	
5	On-Going Support	Support															

Building Brighter Futures Together

Currently

Classroom Video Camera Background

History of video cameras in the County centers

Spring 2025 Head Start Audit

Camera Discussions with Partners

Camera Benefits and Concerns

Current Classroom Video Camera Utilization

Agency	Video Camera Status	# Slots	# Classrooms	# Facilities	Contract End Date
Contra Costa County	Present	562	45	12	N/A
Crossroads	Present	20	4	1	6/30/27
Tiny Toes	Present	32	2	1	6/30/26
Little Angels[1]	Present	24	2	1	6/30/26
YMCA	Not Present	286	28	7	6/30/27
KinderCare	Not Present	152	18	4	6/30/26
Richmond College Prep[1]	Not Present	48	1	1	6/30/26
San Ramon Unified School District[1]	Not Present	48	2	2	6/30/26
We Care[1]	Not Present	24	1	1	6/30/26
Aspiranet[2]	N/A	149	N/A	N/A	6/30/27
Total With Cameras Present		638	53	15	
Total Without Cameras Present		558	50	15	

1. State funding only partner, does not receive federal funds.
2. Aspiranet is a home-based model without physical facilities or classrooms.

FY25-26 Community Assessment

Federal Requirement
Head Start Act (HSA) 640(g)(1)(C); Head Start Program Performance Standards (HSPPS) 1302.11(b), 1302.102(d)(2)

Purposes (summarized from HSPPS)

1. Identify populations most in need of services
2. Inform the program's design and to ensure service delivery reflects needs and diversity of the community
3. Inform the enrollment, recruitment, and selection process to prioritize the enrollment of those most in need
4. Identify community strengths and resources that can be leveraged for service delivery and partnership efforts
5. Identify the communication methods and modalities that best engage with prospective and enrolled families

FY25-26 Community Assessment Process

Timing

- Data updated in Fall/Winter 2025-26.

Data Sources

- Secondary data from the US Census Bureau's American Community Survey (ACS), 2023 California Child Care Portfolio published by California Child Care Resource & Referral Network, California Community Care Licensing Division, and other national, state, and local resources.
- Data disaggregated by cities within Contra Costa County.

Future

- RFP 1231 issued December 2025
- Received 6 proposals that are being vetted for a decision in Spring 2026

Community Assessment Highlights: Eligible Population

The number of children 0-5 years old has been declining since 2026, even while the county's overall population has been increasing.

	2016	2024	% Change 2016-24
1. Children Age 0-2	37,441	34,309	-8%
2. Children Age 3-5	41,893	38,167	-9%
3. Total Children 0-5	79,334	72,476	-9%
4. Overall Population	1,107,925	1,172,607	+6%
5. % Population 0-5	7%	6%	-1%

*Source: ACS 2024 1-Year Estimates and prior ACS 5- Year Estimates.

Community Assessment Highlights: Family Needs

- Monthly full-time child care costs have increased from 2019 to 2023.
- For families needing infant care, costs are about 30% more expensive using either center-based options or family home based options.
- It is even more for families needing preschool care, increasing by nearly 40% regardless of type of program.

Average Monthly Full-Time Costs:	2019	2021	2023	% Change 2019-23
1. Center-Based Infant Care	$1,622	$1,733	$2,088	+29%
2. Center-Based Preschool Care	$1,190	$1,295	$1,649	+39%
3. Family Home Based Infant Care	$1,045	$1,233	$1,381	+32%
4. Family Home Based Preschool Care	$996	$1,093	$1,386	+39%

*Source: 2019, 2021, and 2023 California Child Care Portfolio published by California Child Care Resource & Referral Network.

Community Assessment Highlights: Availability of Services

- Overall, more child care slots are available in 2025 compared to 2024, including licensed center-based and family homes serving at least 9 children.
- Still only enough slots for 44% of 0-5 years old population.

	2024	2025	Change
1. # of Preschool Care Slots	18,553	17,797	-4%
2. # of Infant Care Slots	2,275	2,212	-3%
3. # of Single License Care Slots	3,732	4,999	+34%
4. Total # Child Care Center-Based Slots	24,560	25,008	+2%
5. # Additional Family Home Care Slots	6,050	6,553	+8%

*California Community Licensing Division, as reported in December of each year. A single license allows centers to serve multiple age ranges. Family Home Care slots only include those that serve at least 9 children, since data is not publicly shared for those with fewer than 9 children.

- Federal Environment Updates
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Building Brighter Futures Together

March 2026 Policy Council Actions

The Head Start Policy Council convened on March 18, 2026. Key actions included:

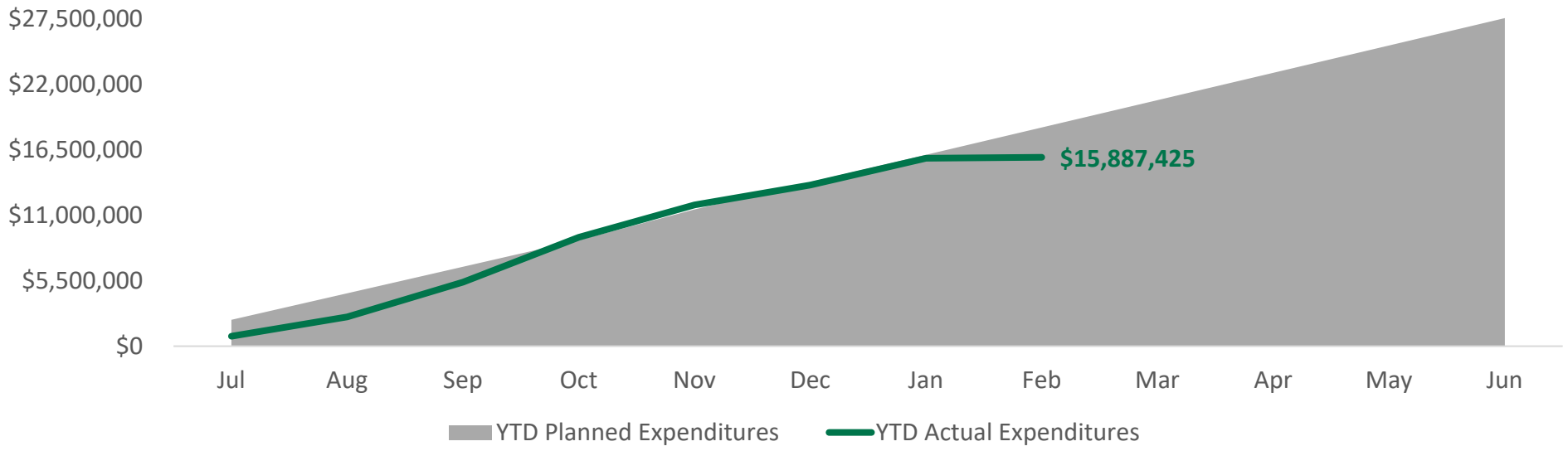
- Received standard monthly administrative, fiscal, and child nutrition reports
- Approved applying for and accepting FY26-27 Head Start grant (approved by the Board of Supervisors 3/17/26)
- Received presentations on Community Assessment results and Contra Costa County Library services
- No recommended actions for the Board of Supervisors

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Building Brighter Futures Together

Head Start Budget Expenditures

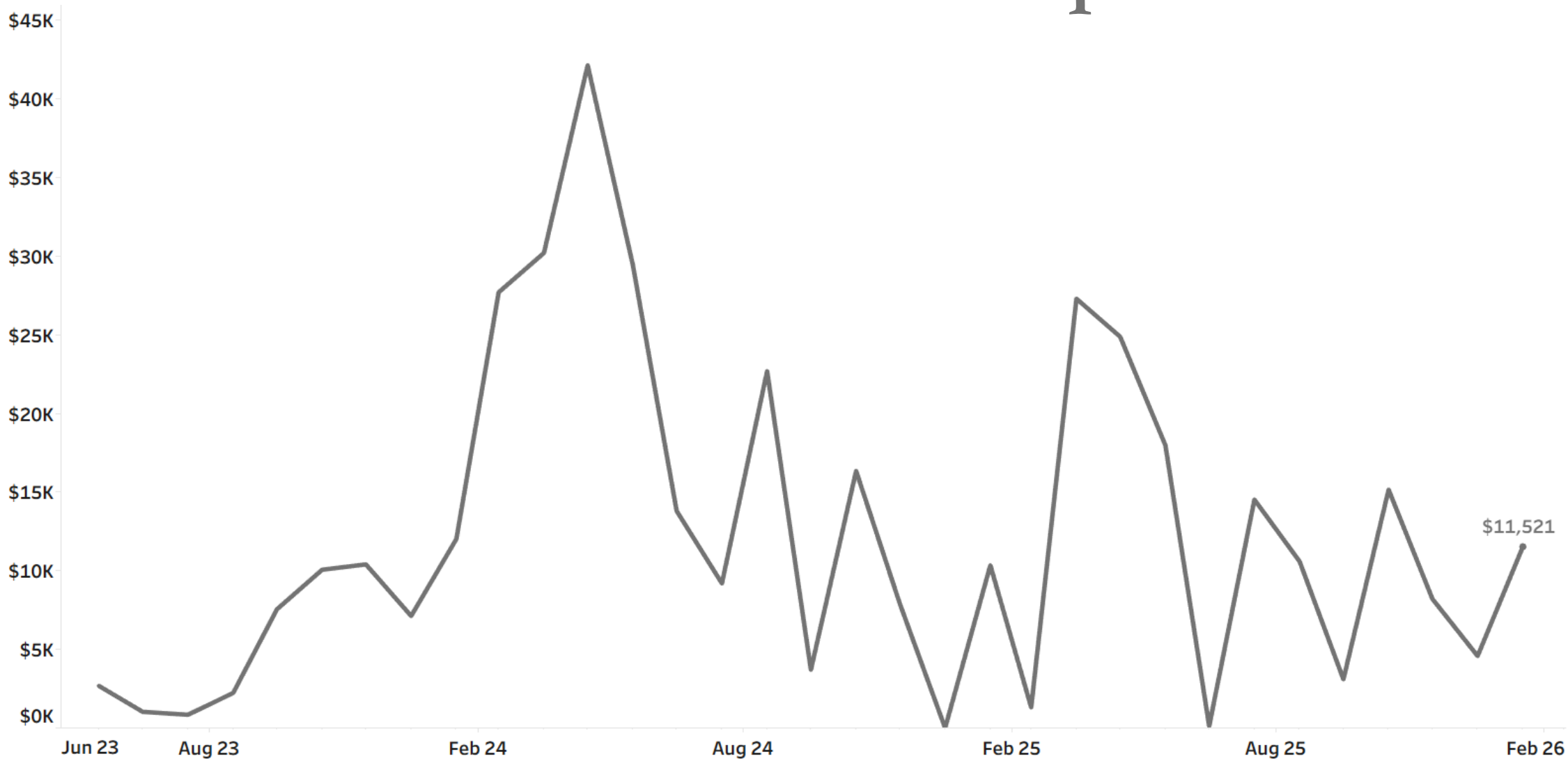


Category	FY25-26 Funding	Feb 2026 Expenditures	YTD Expenditures[2]	Remaining Balance
Total Federal Funding	$20,577,342	$1,059,080	$12,183,867	$8,393,475
Required Non-Federal Share	$5,144,336	$264,774	$3,366,738	$1,777,598
Measure X Overmatch[1]	$1,873,029	$43,622	$336,820	$1,536,209
Total Federal and Non-Federal	**$27,594,707**	**$1,367,476**	**$15,887,425**	**$11,707,282**

1. Includes roll over funds as of 1/20/26; updated 4/14/26 to reflect BDA-25-00156.
2. Reflects payroll adjustments for July-December 2025.

Building Brighter Futures Together

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

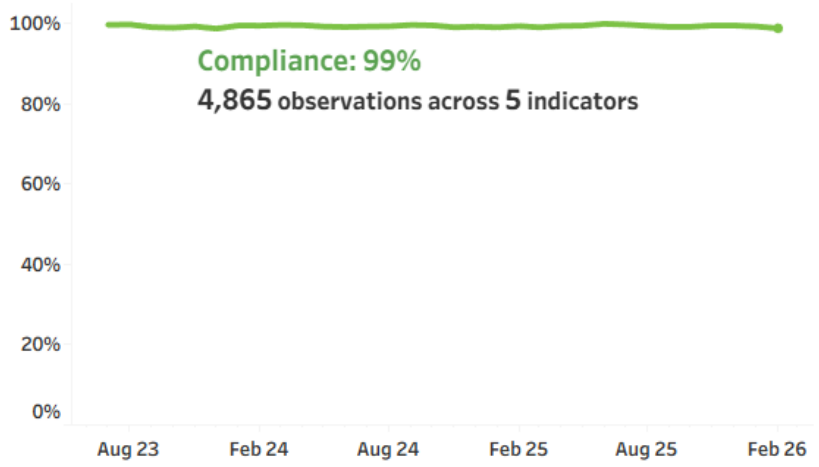
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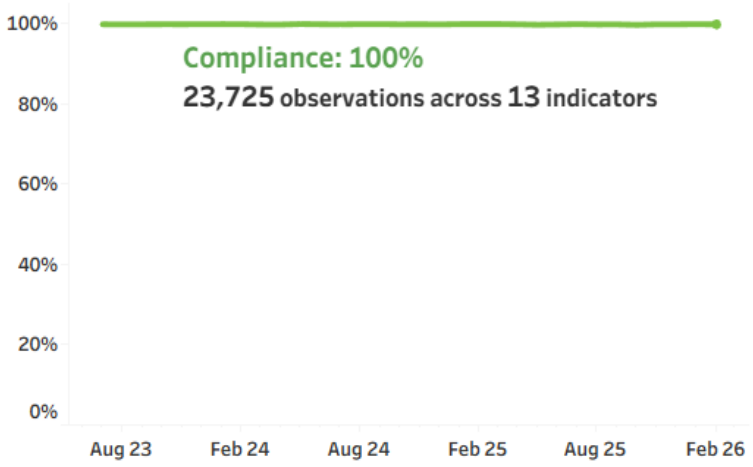
Building Brighter Futures Together

Health and Safety Compliance

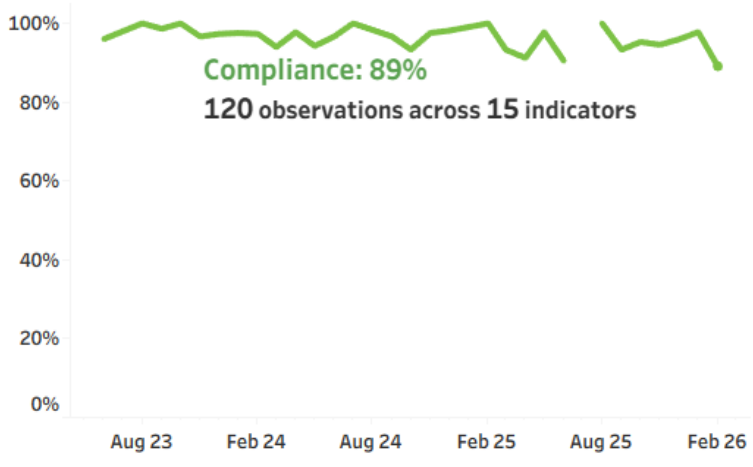
Daily Playground Safety



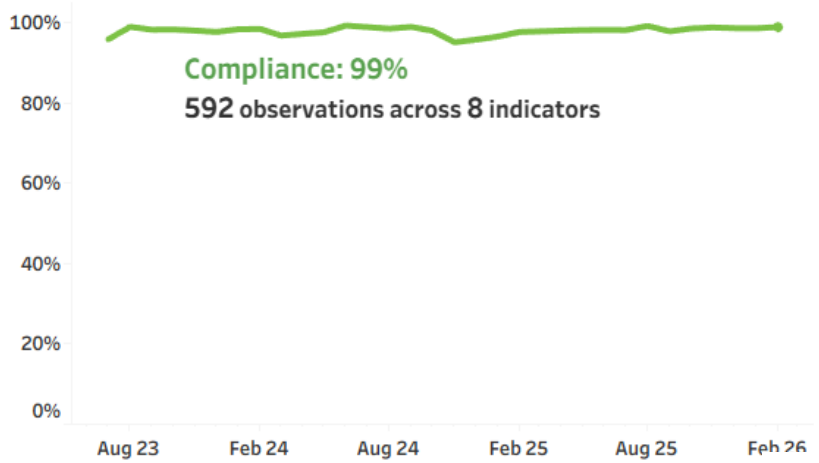
Daily Classroom Health & Safety



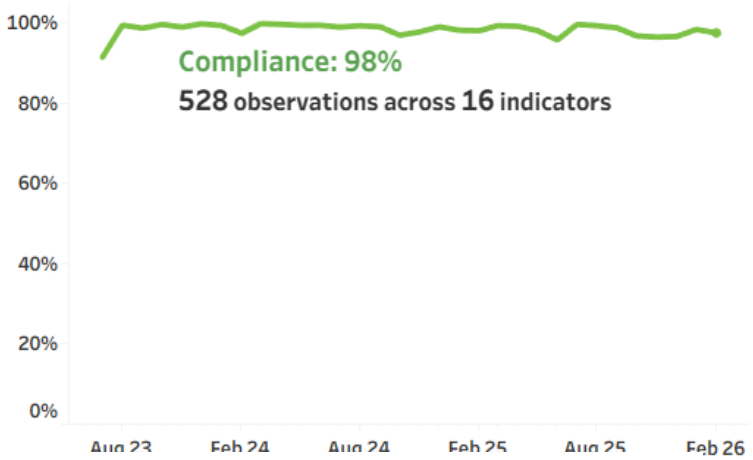
Child Transition & Safety



Weekly Facility Safety



Monthly Playground Safety

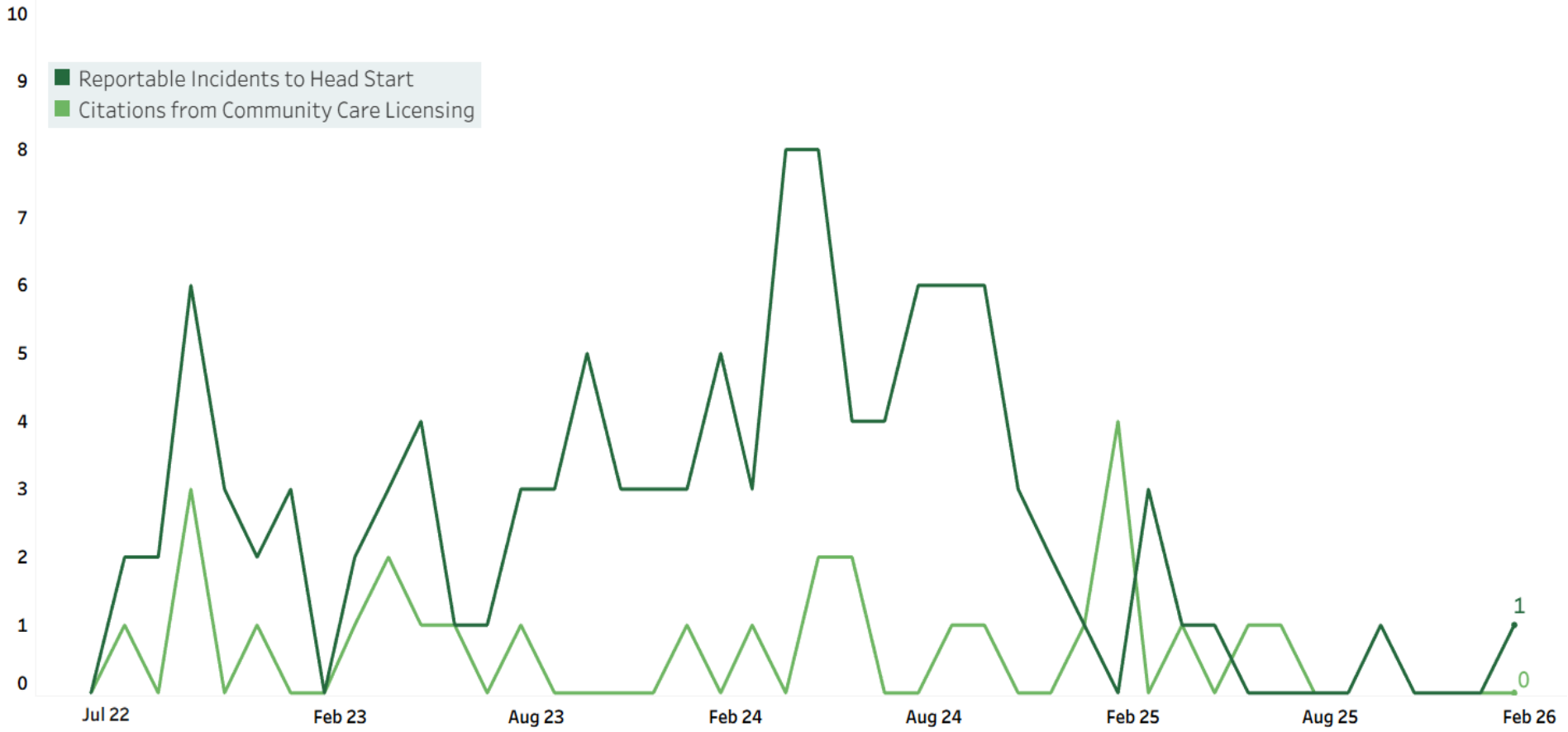


Indicators with non-compliance rates over 10% in Feb 2026:

1. Current lesson plan is posted and includes individualization activities and a Health & Safety component. (3/8 = 38%)
2. A review of the client concern log was completed and indicates that any concerns listed have been addressed. (3/8 = 38%)
3. Classroom Transition Tracking Sheet is used and reflects current children in the classroom or in transition. (2/8 = 25%)
4. Classroom schedules are posted and followed. (2/8 = 25%)
5. Classroom teachers can articulate methods of “active supervision”. (1/8 = 13%)
6. A review of the most recent Weekly Facility Tool, Daily Classroom Health & Safety Checklist, and Daily Playground Checklist reflect the findings in today’s observation. (1/8 = 13%)
7. A review of the most recent Onsite Content Area Monitoring Tool reflect the findings in today’s observation. (1/8 = 13%)

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Reportable 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.

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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

- Timing: November 18-26, 2025
- Focus: 4 areas included in Focus Area 1 Federal Review
    1. Supporting Safe and Healthy Learning Environments
    2. Program Design, Management, and Improvement
    3. Fiscal Infrastructure
    4. Eligibility, Recruitment, Selection, Enrollment, Attendance
- 67 classrooms representing all centers reviewed for Supporting Safe and Health Learning Environments
- 80 child eligibility files reviewed for Eligibility, Recruitment, Selection, Enrollment, Attendance
- 6 teachers interviewed for Program Design, Management, and Improvement
- 5 written narrative questionnaires completed across all 4 focus areas
- Board participation

1. FY25-26 Head Start Self-Assessment Report

Self-Assessment Summary of Key Findings

	Program Area Reviewed	Key Findings
1.	Supporting Safe and Healthy Learning Environments	70% of 67 classrooms reviewed scored 90% or higher on monitoring tool. The remaining 30% scored 80% or higher. All issues identified were addressed promptly and effectively. We are able to ensure hygienic practices and allergy information are being consistently communicated, posted, and updated across all sites and classrooms.
2.	Program Design, Management, and Improvement	The ongoing monitoring system is multi-layered and implemented through daily, monthly, quarterly, semi-annual, and annual review cycles. Monitoring data is analyzed and shared with management, senior leadership, Policy Council, and Board of Supervisors (governing body). Organizational structure and management roles are clearly defined and effective. The Policy Council and Board of Supervisors are actively engaged in oversight and decision-making.
3.	Fiscal Infrastructure	Workday is utilized to support accounting and financial management functions. County-approved systems including PeopleSoft, EcoTime, and Time Study Buddy are used to record and manage employee timekeeping. Fiscal monitoring is done through budget-to-actual analysis, monthly expenditure tracking, reconciliation, and separation of duties.
4.	Eligibility, Recruitment, Selection, Enrollment, Attendance	99% of the 80 eligibility files reviewed were compliant. The Centralized Enrollment Unit implements a robust verification process to confirm income and/or categorical eligibility of families prior to enrollment. The data management system serves as a real time database providing current data on waitlist, accepted enrollments, and program vacancies.

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

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CDSS Child Care Bulletin 26-04

Child Care Bulletin 26-04 issued: February 27, 2026

Subject: Program Self-Evaluation for Fiscal Year 2025-2026

Information: Describes the requirements for the Program Self-Evaluation (PSE) process for child care and development contractors due on June 1, 2026. This relates to our state-funded infant and toddler slots and our subsidized child care programs as an annual requirement to assess the areas in which we meet the standards of the contract requirements.

Action: Staff have begun collecting the required data and will submit ahead of the June 1, 2026 deadline.



CDSS Child Care Bulletin 26-05

Child Care Bulletin 26-05 issued: March 4, 2026

Subject: Best Practices to Support Utilization of Child Care Services in the California Work Opportunity and Responsibility To Kids (CalWORKs) Stage One Child Care Program

Information: Provides best practices to support utilization of child care services in the CalWORKs Stage One child care program. It is a response to reports of scenarios involving underutilization of services since contractors are not permitted to end services for Abandonment of Care. Their goal is to encourage families to use Stage 1 child care, assess why child care is not being used, and assist the family with barriers and challenges.

Action: No action needed. The Workforce Services Bureau administers the CalWORKs Stage 1 child care program and they are already implementing these best practices.

CDSS Child Care Bulletin 26-06

Child Care Bulletin 26-06 issued: March 11, 2026

Subject: Process for Contracting Agencies to Move From Provisional Contract to Clear Contract Status

Information: Provides child care and development contractors with the process of moving a contract from Provisional Contract Status to Clear Contract Status. This guidance applies to new agencies applying for contracts with CDSS or for existing agency contractors with a new type of contract.

Action: No action needed. Our contracts with CDSS are already in Clear Contract Status.

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

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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; and

ACCEPT the FY25-26 Self-Assessment Report.

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

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2026 Head Start Governance Updates Calendar

	Federal Requirement*	1/20/26	2/10/26	3/17/26	4/14/26	5/19/26	6/23/26	7/14/26	8/25/26	9/15/26	10/20/26	11/17/26	12/15/26
1. Monthly Program Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26
2. Monthly Financial Updates	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26
3. Funder Communications	HSA 642(d)(2) HSPPS 1301.2(b)(2)	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26
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 Community Needs Assessment	HSA 640(g)(1)(C) HSPPS 1302.11(b), 1302.102(d)(2)				Share Results								
8. Annual Self-Assessment	HSA 642(d)(2) HSPPS 1302.102(b)(2)				Approval Item								
9. Annual Selection Criteria and Recruitment Plan	HSA 642(c)(1)(E) HSPPS 1302.13, 1302.14(a)						Approval Item						
10. FY26-27 Planning Calendar	HSA 640(g)(1)(D) HSPPS 1302.11(b), 1302.102(d)(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	

As Needed

CSB Agency Policies (HSA 642(c)(1)(E)). Results from Head Start Monitoring Activities (HSA 641(A)(c)).

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

*Pending approval by Finance Committee of FY24-25 Single Audit.

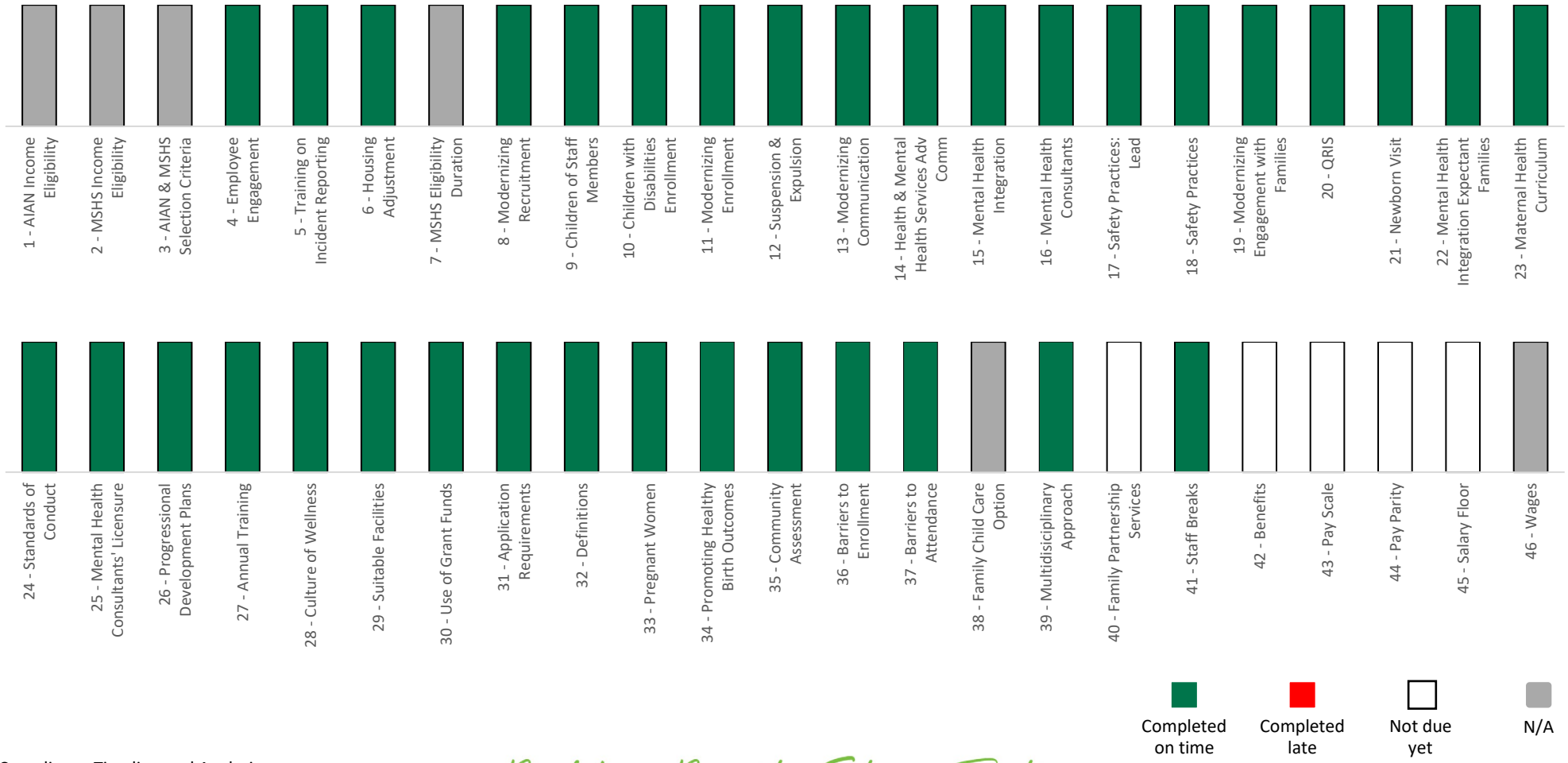
*#7 and #8 moved 1 month to align with Head Start Committee schedule.

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Planned

Completed

HSPPS Compliance Timeline Progress Chart



5. New HSPPS Compliance Timeline and Analysis

Building Brighter Futures Together

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

FY26 HEAD START SELF-ASSESSMENT

November 18 – 26, 2025

Background

The Head Start (HS) Self-Assessment is a required Head Start activity that provides a structured process for reviewing program activities and outcomes (45 CFR 1302.102(b)(2)). During this time, data is reviewed and discussed to determine the effectiveness of the Contra Costa County Head Start program in meeting internal program goals and compliance standards set forth by the Office of Head Start (OHS). The purpose of meeting program goals and requirements is to ensure that families in Contra Costa County can thrive with the support of a well-functioning, informed, collaborative Head Start program.

This assessment was scheduled strategically to prepare the agency for the Office of Head Start Focus Area 1 Federal Review scheduled for January 6-8, 2026. The HS Self-Assessment is completed to ensure full alignment of all program components, readiness of operations, and reinforcement of a unified vision that serving and supporting the community remains the program's highest priority.

Overview of Methods

The FY 2025-26 Self-Assessment was conducted November 18 – 26, 2025 and engaged a wide network of staff members, parents, and the Board of Supervisors to identify required systems and examine related procedures for effectiveness

This year the Self-Assessment focused on the following 4 program areas from the FY26 Focus Area One Monitoring Protocols:

- Supporting Safe and Healthy Learning Environments (SSHLE)
- Program Design, Management, and Improvement (PDMI)
- Fiscal Infrastructure
- Eligibility, Recruitment, Selection, Enrollment, Attendance (ERSEA)

For the SSHLE focus area, 100% of our sites (directly operated & partners) were reviewed. Review teams conducted on-site observations using a modified Health and Safety Screener. The modified screener assessed emergency preparedness, safety, hygiene practices, and instructional environments. Any observed issues were reported to team leaders who facilitated immediate corrective actions, resulting in no non-compliances.

Building on site-level observations under the focus area of SSHLE, the PDMI focus area centered on examining the systems, structures, and communication and documentation practices. In order to assess this to fidelity we developed a narrative-driven questionnaire for managers and analysts designed to document and evaluate existing systems. The respondents were required to not only complete the tool but validate their response with existing documentation. Questionnaires were also provided to parents, teachers, and members of Board of Supervisors to survey across the various groups to ensure communication is consistent and transparent. Additionally, this section examined personnel file tracking processes including background checks and staff qualifications.

For Fiscal, a narrative-based questionnaire designed to document and evaluate fiscal systems and controls was implemented. The Fiscal team was tasked to answer each question supported by applicable regulations, policies, or manual references, providing a comprehensive understanding of the systems in place for procurement, budgeting, payroll, recordkeeping, and internal controls to ensure compliance with County and Federal requirement.

For ERSEA, a total of 80 child files were reviewed. The ERSEA team assessed the County Head Start program's system for tracking eligible families from recruitment to waitlist, selection, and enrollment. In addition, a review of internal controls to protect against fraud occurring during the enrollment process was conducted. The review also assessed the timeliness and consistency of ERSEA staff training to ensure ongoing compliance with Head Start regulations.

Program Areas, Instruments, and Participants

Program Area	Instruments/Documents Reviewed	Sites/Staff Participating
FY26 Focus Area One Monitoring Protocol: Supporting Safe and Healthy Learning Environments	FA1: Supporting Safe and Healthy Learning Health and Safety Screener	Staff: - All Comprehensive Service Managers - All Comprehensive Service Assistant Managers
FY26 Focus Area One Monitoring Protocol: Supporting Safe and Healthy Learning Environments	FA1: Supporting Safe and Healthy Learning Written Narrative Form	Staff: - Julia Kittle-White - Michelle Mankewich - Jessie Black - Amy Wells - Jay Rivera
FY26 Focus Area One Monitoring Protocol: Program Design, Management, and Improvement	FA1: Program Design, Management, and Improvement Written Narrative Form	Staff: - Amy Wells - Sarah Reich - MJ Robb - Christina Castle-Barber
FY26 Focus Area One Monitoring Protocol: Program Design, Management, and Improvement	FA1: Program Design, Management, and Improvement Written Narrative Form	Board of Supervisors: - Supervisor Candace Andersen

FY26 Focus Area One Monitoring Protocol: Program Design, Management, and Improvement	FA1: Program Design, Management, and Improvement Teacher Interviews	Staff: - Linda Frazier-Stafford - Cathy Lucero - Julia Kittle-White Teachers: - Maria Buban (Riverview) - Blanca Torres (George Miller Concord) - Blanca Sanchez (George Miller III) - Jessica Murillo (YMCA Richmond Parkway) - Sara Castro (YMCA Lone Tree) - Ashley McNutt (Tiny Toes)
FY26 Focus Area One Monitoring Protocol: Eligibility, Recruitment, Selection, Enrollment, Attendance	FA1: Eligibility, Recruitment, Selection, Enrollment, Attendance Written Narrative Form	Staff: - Ellen De Senna - Kelly Chun
FY26 Focus Area One Monitoring Protocol: Eligibility, Recruitment, Selection, Enrollment, Attendance	FA1: Eligibility, Recruitment, Selection, Enrollment, Attendance File Review	Staff: - Ellen De Senna - Kelly Chun - Griselda Tovar De Magana - Qing Xu - Tina Ham - Yajara Gonzalez
FY26 Focus Area One Monitoring Protocol: Fiscal Infrastructure	FA1: Fiscal Infrastructure Written Narrative Form	Staff: - Navdeep Singh - Ernestine Cook - Alexandra Heinitz - Priyanka Vidushi - Ali Vahidizadeh

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU

FY26 HEAD START SELF-ASSESSMENT

November 18 – 26, 2025

Key Findings

Observations	
Supporting Safe and Healthy Learning Environment	• Observations were conducted at 100% of sites (partners and directly operated). • A monitoring tool was developed with 33 indicators focused on center health and safety. • Observations were conducted in 67 classrooms, of which 70% achieved a performance score of 90% or higher. • The remaining 30% scored 80%, and identified issues were addressed promptly and effectively. • Safety inspections are performed on a daily, monthly, semi-annual, and annual basis. • Systems such as Track-It support the documentation of corrective actions. • Active supervision is strengthened through tools, consistent monitoring, and staff training. • With the use of our data management system, we are able to ensure hygienic practices and allergy information are being consistently communicated, posted, and updated across all sites and classrooms.
Program Design Management and Improvement	• The CSB ongoing monitoring system is multi-layered and implemented through daily, monthly, quarterly, semi-annual and annual review cycles in an effective manner. • Monitoring data is analyzed and shared with management, senior leadership, Policy Council and the Board of Supervisors. • Findings are documented and tracked in CLOUDS and Track-it, thus demonstrating transparency and timely follow-through. • The Community Assessment findings inform program design decisions, including slot placement, service duration, and program offerings. • Organizational structure and management roles are clearly defined and effective. • Policy Council and Board Supervisors are actively engaged in oversight and decision-making. • CSB uses data, training, and reflective supervision to guide professional development and ensure we continue to better serve children and families. • Using database systems such as NeoGov has supported documentation management, communication, and transparency through the employee selection process.
Fiscal Oversight	• Systems such as GAAP and accrual process enable us to track and process accounts payable and receivables. • Workday is utilized to support accounting and financial management functions. • County-approved systems including PeopleSoft, EcoTime, and Time Study Buddy, are used to record and manage employee timekeeping. • Fiscal leadership includes a licensed CPA with 15+ years of accounting and auditing experience. • Fiscal Monitoring is done through budget-to-actual analysis, monthly expenditure tracking, reconciliation, and separation of duties. • Procurement is conducted in accordance with County Purchasing Policy and Head Start requirements.

Eligibility, Recruitment, Selection, Enrollment and Attendance	• Eighty (80) eligibility files were reviewed with an overall compliance rate of 99%. • The data management system serves as a real time database providing current data on waitlist, accepted enrollments, and program vacancies. • The Centralized Enrollment Unit (CEU) implements a robust verification process to confirm income and/or categorical eligibility of families prior to enrollment. • The CEU delivers annual training on current Head State and state eligibility requirements. • The CEU collaborates with school districts, the Special Education Local Planning Area (SELPA), and the Regional Center of the Eastbay to support enrollment of children with disabilities.

Opportunities for Growth	
Program Design Management and Improvement	• Monitoring personnel records at partner sites requires a higher degree of regularity. This assessment identified enhanced ongoing monitoring is necessary for us to maintain program-wide compliance, which is now in place.

Areas of Concern (Findings)	
None	• No areas have been noted as requiring a corrective action plan. While there are areas for improvement, compliance is met and plans already exist to address recommended improvements.

Action Plan	
None	• No areas have been noted as requiring a corrective action plan.

Overall Observation

- Overall, the FY 25-26 HS Self-Assessment demonstrated a strong and well-established system of oversight, and compliance. 100% of sites were observed using a comprehensive monitoring tool, with the average compliance rate being upwards of 90% and demonstrating that systems such as Track-it and the data management system support consistent documents and transparency. The monitoring data is analyzed and routinely shared with management, senior leadership, Policy Council, and the Board of Supervisors to inform program decisions.
- The assessment highlights CEU's ERSEA systems of real-time tracking of enrollment, vacancies, and waitlists. In addition, CEU's strict income and eligibility verification process, which is reinforced by ongoing staff training, represents a program strength. Fiscal operations are supported by experienced leadership along with county approved systems such as GAAP-aligned accounting practices, budget-to-actual analysis, and monthly reconciliations that meet the county and Head Start requirements.
- The assessment identified growth opportunities to enhance monitoring practices regarding personnel files to further align directly operated and partner documentation review. Additionally, this assessment identified an opportunity to formally document successful metrics and to use performance data to illustrate benefits of positive outcomes. This approach will allow more targeted training and strategic support of the program services, to create better outcomes for children and families in our community.

February 27, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-04

The purpose of this Child Care Bulletin is to describe the requirements for the Program Self-Evaluation for all child care and development contractors. Within the bulletin, guidance is provided on the submission requirements for the Fiscal Year 2025-26 Program Self-Evaluation (PSE) as well as a list of all the required documents to be maintained onsite by contract type.

CDSS

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

February 27, 2026

CHILD CARE BULLETIN (CCB) NO. 26-04

GUIDANCE TYPE: DIRECTIVE

TO: EXECUTIVE AND PROGRAM DIRECTORS OF CALIFORNIA DEPARTMENT OF SOCIAL SERVICES SUBSIDIZED CHILD CARE AND DEVELOPMENT PROGRAMS

SUBJECT: PROGRAM SELF-EVALUATION FOR FISCAL YEAR 2025-2026

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

REFERENCE: CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18279; CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18067(a)

Purpose

The purpose of this Child Care Bulletin is to describe the requirements for the Program Self-Evaluation (PSE) process for child care and development contractors. Within the bulletin, guidance is provided on the submission requirements for the Fiscal Year (FY) 2025-26 PSE as well as all of the required documents to be maintained onsite by contract type.

Background

The PSE process is an opportunity to strive for continuous improvement through identifying effective practices, assessing internal control procedures, pinpointing areas that need improvement, and developing an action plan to carry out the work.

Program Self-Evaluation Process

The requirements from 5 CCR 18279 are outlined below:

(a) Each contractor shall develop and implement an annual plan for its PSE process.

(b) The annual plan shall include the following:

(1) A self-evaluation based on the use of the Program Review Instrument.
(2) An assessment of the program by parents using the Desired Results Parent Survey.
(3) An assessment of the program by staff and board members as evidenced by written documentation.
(4) A review of the Program Review Instrument, including the Desired Results Developmental Profiles, the environment rating scales, and the Desired Results Parent Survey, together with all other self-evaluation findings.
(5) A written list of tasks needed to modify the program in order to address all areas that need improvement, as indicated in the analysis specified in subsection (b)(4).
(6) Procedures for the ongoing monitoring of the program to assure that areas of the program that are satisfactory continue to meet standards, and areas requiring modification pursuant to subsection (b)(5) are addressed in a timely and effective manner.

(c) The contractor shall submit a summary of the findings of the Program Self-Evaluation to the California Department of Social Services by June 1 of each year.

(d) The contractor shall modify its program to address any areas identified during the self-evaluation as needing improvement.

Guidance

To satisfy the PSE submission requirements, child care and development contractors will complete a survey on the Program Integrity Monitoring Tool.

Submission Requirements

PSE Survey

Submit **one survey, per contractor**, regardless of the number of contract types held. If your agency holds one or more of the contract types listed below you must complete the survey once.

- Alternative Payment Programs (CAPP)
- California Work Opportunity and Responsibility to Kids (CalWORKs) Stage Two (C2AP)
- CalWORKs Stage Three (C3AP)
- General Child Care & Development (CCTR)
- Family Child Care Home Education Networks (CFCC)
- Children with Severe Disabilities (CHAN)
- Migrant Alternative Payment Program (CMAP)
- Migrant Child Care and Development (CMIG)

Contractors are to respond to all questions in the survey that apply to the contract types held. If a survey question does not pertain to any of the contract types held, the contractor is to select the option within the survey that indicates it does not apply to any of the contract types held by the agency.

Submission Due Date

Pursuant to 5 CCR Section 18279(c), the PSE survey is due every year on June 1. The PSE Survey will be due Monday June 1, 2026, by 5:00 p.m.

Link to PSE Survey

FY 2025-26 PSE Survey:

The survey contains a “save and continue” feature and does not have to be completed in one session. When the submission is complete, you will receive a confirmation email stating that the submission has been received. The confirmation email will contain a PDF of the completed survey for the contractor’s records and for planning purposes.

Program Self Evaluation Documentation Maintained Onsite

For direct service contractors (CCTR, CMIG, CHAN, CFCC), the following documents shall be maintained onsite:

- Completed Environment Rating Scales
- Environment Rating Scale Classroom/Agency Summary of Findings
- Desired Results Parent Survey results and Summary of Findings

- Desired Results Developmental Profile Classroom/Site/Agency Summary of Findings.
- 5 CCR Section 18279 (b)(3) An assessment of the program by staff and board members as evidenced by written documentation.
- Documentation from the self-evaluation process used to develop a written list of tasks needed to modify the program in order to address all areas that need improvement.

All Desired Results forms are located here: **Program Self-Evaluation (PSE)**

For Alternative Payment Programs (CAPP, CMAP, C2AP, C3AP):

- Parent survey results and findings.
- 5 CCR Section 18279(b)(3) An assessment of the program by staff and board members as evidenced by written documentation.
- Documentation from the self-evaluation process used to develop a written list of tasks needed to modify the program in order to address all areas that need improvement.

Record Keeping Requirements

Pursuant to 5 CCR Section 18067(a), General Record Keeping Requirements: All records shall be maintained for a minimum period of five (5) years.

If you have any questions or need additional guidance regarding the information in this letter, please contact your assigned Child Care and Development Division Program Quality and Improvement Assigned Consultant.

Sincerely,

Original Document Signed By

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

March 4, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-05

The purpose of this Child Care Bulletin (CCB) is to provide best practices to support utilization of child care services in the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care program.

CDSS

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
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JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

March 4, 2026

CHILD CARE BULLETIN (CCB) NO. 26-05

GUIDANCE TYPE: INFORMATIVE

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

SUBJECT: BEST PRACTICES TO SUPPORT UTILIZATION OF CHILD CARE SERVICES IN THE CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS) STAGE ONE CHILD CARE PROGRAM

APPLICABLE PROGRAMS: CALWORKS STAGE ONE CHILD CARE PROGRAM

REFERENCE: ASSEMBLY BILL (AB) 1808; CHILD CARE BULLETIN (CCB) 23-34E; MANUAL OF POLICIES AND PROCEDURE (MPP) SECTION 47-440.17; SENATE BILL (SB) 120; SB 140; TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18066.5; WELFARE AND INSTITUTIONS CODE (WIC) SECTION 10227.5(d)(3), WIC SECTION 11323.2(a)(1)(B), WIC SECTION 10280

Purpose

The purpose of this Child Care Bulletin (CCB) is to provide best practices to support utilization of child care services in the California Work Opportunity and Responsibility to Kids (CalWORKs) Stage One Child Care program.

Background

Effective January 1, 2025, Assembly Bill (AB) 1808 extended 24-month child care eligibility to families receiving CalWORKs Stage One Child Care services. This change allows families to receive child care benefits for a minimum of 24 months before requiring re-certification, or until the family transfers to CalWORKs Stage Two Child Care, in accordance with Welfare and Institutions Code Section 11323.2(a)(1)(B). This bill is intended to provide the added stability of child care by extending the time a family is certified to support completion of Welfare-to-Work (WTW) goals, help maintain employment and economic stability, and alleviate the stress of frequent CalWORKs child care recertification or fear of losing child care benefits due to minor, temporary changes in circumstances.

Since July 1, 2020, Stage One Child Care providers have been reimbursed based on enrollment for the maximum authorized hours of care instead of attendance. In September 2023, these statutory reimbursement policies were extended through June 30, 2025, in accordance with Senate Bill (SB) 140 and, for family child care providers, the Memorandum of Understanding between the Child Care Providers United (CCPU) union and CDSS. On June 27, 2025, SB 120 amended Welfare and Institutions Code Sections Welfare and Institutions Code (WIC) Section 10227.5 (d)(3) and WIC Section 10280 to extend these policies through June 30, 2028.

Since implementation of this provision, CDSS has received reports of scenarios involving the non-utilization of child care reflected on submitted attendance sheets as described:

- A family approved for Stage One has been enrolled in child care but does not begin using the authorized child care.
- Families continually submit attendance forms with signatures but do not include documented hours of care, demonstrating a prolonged non-utilization of child care services.

Guidance

There are a variety of reasons why a family authorized to receive Stage One may not be attending a child care program after enrolling. These may include, but are not limited to, transportation issues, changes in child care needs, illness of the child or family member, family emergencies, or changes in the WTW activities.

Stage One administrators shall not end the authorization or stop payment to the child care provider due to the non-utilization of care reflected on signed attendance sheets. The Abandonment of Care provision referenced in 5 CCR Section 18066.5 does not apply to Stage One.

The following are best practices intended to support counties and contractors in continuing to engage families to encourage use of authorized child care services:

Counties and contractors may engage with families to encourage use of the child care services they are authorized for by following up with families when signed attendance sheets reflect a non-utilization of care for an entire month. Follow up may include, but is not limited to:

1) **Contact the family directly via email, phone call, text, or all three to:**
    - Determine whether the family's child care needs, including hours of care, have changed.
    - Identify reasons for the non-utilization of child care, such as changes in employment or WTW activities, transportation challenges, extended illness, personal differences with the provider, or family emergencies, etc.
    - Ask open-ended questions to allow the family to share what is happening for them.
    - Suggest the family contact their WTW worker to discuss any changed supportive service or plan change needs, or to alert the worker of family crisis needs.

2) **Offer alternative child care options:**
    - Inform families of their child care options and providers.
    - Offer support to the family in making necessary child care changes based on their unique circumstances.
    - Suggest that the parent/caretaker notify the worker of any child care changes without delay so they can assist the family in obtaining the best care that fits the family's needs as soon as possible.

3) **Ongoing engagement with families:**
    - Create shared goals and a plan of action for the child's care.
    - Ensure each family's unique child care needs continue to be met.
    - Document outreach efforts and family responses through detailed case noting, which will include pertinent information if there is a need to refer to investigation.

The goal is to encourage families to use Stage One or other forms of available child care, assess why child care is not being used, and assist the family with barriers and challenges. If after the county or contractor follows the above recommendations, and still does not reach the family, the county or contractor must continue to maintain the family's eligibility during the 24-month period and pay the child care provider based on the enrolled family's maximum authorized hours of care, regardless of attendance under WIC Section 10227.5(d)(3).

Pursuant to Manual of Policies and Procedures (MPP) Section 47-440.17, the CDSS reminds counties that suspected fraudulent overpayments shall be referred for investigation, subject to the county's criteria for fraud referrals.

If you are a Stage One Administrator and have questions regarding the information in this letter, please contact StageOneChildCare@dss.ca.gov.

Sincerely,

Original Document Signed By

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

March 11, 2026

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

CHILD CARE BULLETIN (CCB) NO. 26-06

The purpose of this Child Care Bulletin (CCB) is to provide information to Child Care and Development Contractors who are on Provisional Contract status. The information contained in this bulletin describes the programmatic and fiscal systems that must be implemented prior to agencies being moved by the Child Care and Development Division from a Provisional Contract to Clear Contract status.

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
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JENNIFER TROIA
DIRECTOR

GAVIN NEWSOM
GOVERNOR

March 11, 2026

CHILD CARE BULLETIN (CCB) NO. 26-06

GUIDANCE TYPE: INFORMATIVE

TO: ALL CHILD CARE CONTRACTORS

SUBJECT: PROCESS FOR CONTRACTING AGENCIES TO MOVE FROM PROVISIONAL CONTRACT TO CLEAR CONTRACT STATUS

APPLICABLE PROGRAMS:
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CALWORKS) STAGE 2 (C2AP),
CALWORKS STAGE 3 (C3AP),
CALIFORNIA ALTERNATIVE PAYMENT PROGRAM (CAPP),
GENERAL CHILD CARE AND DEVELOPMENT (CCTR),
CHILDREN WITH SEVERE DISABILITIES (CHAN),
FAMILY CHILD CARE HOME EDUCATION NETWORKS (CFCC),
MIGRANT CHILD CARE AND DEVELOPMENT PROGRAM (CMIG),
CALIFORNIA MIGRANT ALTERNATIVE PAYMENT PROGRAM (CMAP)

REFERENCES: WELFARE AND INSTITUTION CODE (WIC) 10271, WIC 10380 WIC 10380.5, WIC 10397, TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS (5 CCR) SECTION 18056, 5 CCR 18068, 5 CCR 18071, 5 CCR 18072, 5 CCR 18073, 5 CCR 18273, 5 CCR 18274; 5 CCR 18275, 5 CCR 18278, 5 CCR 18279,5 CCR 18281, 5 CCR 18303, FUNDING TERMS AND CONDITIONS (FT&C's)

Purpose

The purpose of this Child Care Bulletin (CCB) is to provide Child Care and Development Contractors with the process of moving a contract from Provisional Contract Status to Clear Contract Status.

Background

The Provisional Contract designation applies to any newly awarded contract for Child Care and Development programs under the purview of the Child Care and Development Division. The Provisional Contract designation applies to an agency's first contract, or to the contract of an existing agency for a new, modified, or different type of contract, for a Child Care and Development program.

The timeframe of a Provisional Contract is at the discretion of the California Department of Social Services (CDSS) to ensure that the contractor can demonstrate fiscal and programmatic compliance before the contract is designated as a clear contract. The contract status shall be reviewed annually.

For purposes of eligibility for funding, a contract is considered to be on provisional status if the contracting agency was awarded a child care and development contract in the prior year's child care and development expansion application cycle, regardless of whether a contract has been executed.

The CDSS will notify a contractor of a change in contract status.

Guidance

The Program Quality Improvement Branch (PQIB) will onboard, support, and conduct monitoring of Provisional Contracts in collaboration with Child Development Fiscal Services. The PQIB may provide some or all of the following assistance to contractors with provisional contracts depending on a contractor's level of need: targeted coaching and technical assistance through the Initial Visit, training, virtual and onsite coaching, Continuous Improvement Plans, and follow-up visits.

The PQIB will review the new contractor's compliance with all applicable laws and contractual provisions prior to making a recommendation regarding contract status. The monitoring review for Provisional Contracts is called an Initial Visit.

The following **programmatic requirements** must be met for CDSS to consider moving a contract from provisional status to clear status:

- Providing subsidized child care for at least three months before the PQIB conducts an Initial Visit.

- Contractor complies with Funding Terms & Conditions and Program Requirements.
- Timely and accurate submission of the annual Continued and Expansion Funding Application.

Initial Visit Review

- The PQIB will utilize the Program Integrity Monitoring Tool during the Initial Visit. A summary of the key areas a contractor must meet include demonstration of:
    - Procedures in place for enrolling qualified families in priority order as described in WIC 10271.
    - Evidence documenting families enrolled in the contractor's program must meet eligibility and need requirements.
    - Evidence parents have been provided with information on their due process rights, including how to submit an appeal.
    - Procedures ensuring Parent Handbook and/or written information contains all the elements from the Program Integrity Monitoring Tool (Appendix A).
    - Inclusion of a staff development component in accordance with 5 CCR 18274.
    - Completion of applicable annual parent survey.
    - Evidence that a contractor's asset management and procurement procedures meet Funding Terms and Conditions requirements.
    - Timely completion and submission to CDSS of a Program Self Evaluation by June 1 of each year in accordance with 5 CCR 18279.
    - **In addition to the above, direct service center based programs and Family Child Care Home Education Networks (FCCHEN), a demonstration of:**
        - Compliance with WIC 10380 and 10380.5 and 5 CCR 18290
        - Parent Involvement and Education component in accordance with 5 CCR 18275.
        - A nutrition component in accordance with 5 CCR 18278.
        - Classrooms and homes meet the Environment Rating Scale subscales of "good" in accordance with 5 CCR 18281.
        - The Desired Results System has been implemented including Desired Results Developmental Profile, Environment Rating Scale, Parent Survey, and Program Self-Evaluation.
        - Sites and service providers meet Community Care Licensing requirements. Any citations must be responded to timely and resolved in accordance with the corrective actions identified on the notice of deficiency.
        - An educational component in accordance with 5 CCR 18273.

    - Implementation of suspension and expulsion prevention procedures in accordance with CCB 23-24 and CCB 24-23.

- **FCCHEN and Alternative Payment Programs:** The PQIB will also review evidence of the following for compliance: provider payments, written information, and provider agreements aligned with program requirements.

The following **fiscal requirements** have been met for CDSS to consider moving a contractor from a Provisional Contract to a Clear Contract:

- Timely monthly submissions of child development fiscal reports.
- Accurate enrollment and attendance reporting.
- Implementation of technical assistance provided by assigned fiscal analyst on fiscal requirements.
- Fiscal reporting is accurate and follows the accrual basis guidelines.

The following Child Development Data Collection, **CDSS – Child Development Management Information System** requirements have been met:

- Compliance with the CDD-801A Monthly Child Care Population Report, the CDD-801B Sample Report, and the Subsidized Provider Report (SPR), submitted electronically in accordance with instructions from the CDSS.
- Promptly updating administrative information to include Program Director, Executive Director, and Facility Information (Sites, Offices, and FCCHs) listed in the agency profile.

The following **audit requirements** have been met:

- Contractors shall submit to the CDSS, Office of Audit Services (OAS), an acceptable annual financial and compliance audit in accordance with 5 CCR 18071, 5 CCR 18072, and 5 CCR 18073.

Ongoing Training and Technical Assistance (WIC 10397(c))

Assigned consultants and fiscal analysts regularly communicate with assigned contractors. Contractors should reach out to their assigned consultant and fiscal analyst when support is needed with implementation of programmatic, audit and fiscal requirements. Technical assistance shall be provided to any contracting agency that submitted a written request for technical assistance to its assigned consultant or administrator within sixty (60) days of receipt of the request.

Annual Review of Contract Status

In accordance with 5 CCR 18303, the CDSS shall review contract performance annually to determine contract status recommendations by April 1 for the upcoming fiscal year. The PQIB will review all contractors on Provisional Contract status annually. Contractors that have demonstrated fiscal and programmatic compliance, including compliance with Funding Terms and Conditions and Program Requirements, may be recommended for Clear Contract status to take effect July 1 of the new fiscal year.

Contractors who have one or more Provisional Contracts and are unable to demonstrate fiscal and programmatic compliance may receive a Conditional Contract or No Offer of Continued Funding. Contractors will be notified of the reasons for the proposed change in contract status by April 7 of the fiscal year.

Resources

Program Quality Improvement Consultant

Fiscal Analyst Contacts and Resources

Contractor Resources

- Program Requirements
- Funding Terms and Conditions

Desired Results

Contracting Agencies Audit Guidelines and Resources

Child Care and Development Forms

Child Care Bulletins

If you have any questions or need additional guidance regarding the information in this letter, please contact your assigned Program Quality Improvement Consultant.

Sincerely,

Original Document Signed By

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

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.

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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
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.

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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
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.

*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
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.

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

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1471 **Agenda Date:** 4/14/2026 **Agenda #:** C.1.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Temporarily Eliminate Fuel Flowage Fees for Unleaded Aviation Gas

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the temporary elimination of fuel flowage fees for Unleaded Aviation Gas at Buchanan Field and Byron Airport, as recommended by the Airport Committee and AUTHORIZE the Director of Airports to reinstate such fees at his/her discretion.

FISCAL IMPACT:
The action would result in an annual reduction of fuel flow fees collected by the Airports Division of approximately $7,200.

BACKGROUND:
The Airports Division has been working with Pacific States Aviation (PSA), one of its Fixed Base Operator (FBO) tenants at Buchanan Field, so they can offer unleaded aviation gasoline (avgas) in addition to the traditional leaded avgas. In accordance with Federal Law, airports similar to those in Contra Costa County, Buchanan Field and Byron Airport must continue to provide leaded avgas until December 31, 2030, or until a commercially viable and feasible unleaded avgas is approved by the Federal Aviation Administration (FAA). Offering an unleaded option is not currently a requirement, but a choice being made by PSA and supported by the Airports Division.

Because this relatively new unleaded option can't be used in all piston aircraft, supply and demand is causing the wholesale cost of the unleaded avgas to be higher than that of the traditional leaded avgas. If the price gap between lead and unleaded avgas is large, the sales of unleaded fuel are expected to remain low.

Similar to automobile gas stations, retailers of avgas (i.e., FBOs) pay state and federal taxes, as well as local fees that get passed on to consumers. Like most other airports, Contra Costa County charges a Fuel Flow Fee to all entities that dispense fuel at the airport. Through its lease agreement with the County, PSA currently pays the Airport $0.12 per gallon of avgas delivered to their site.

To help lower the retail cost of unleaded fuel as a way to encourage aircraft operators to purchase the unleaded option, the Director of Airports is recommending the elimination of fuel flow fees for unleaded avgas until a commercially feasible and viable fuel is approved by the FAA, and leaded avgas is no longer dispensed at County airports. This concept was unanimously approved by both the Aviation Advisory Committee and the Airport Committee.

Because there are a number of variables to consider when determining exactly when leaded avgas can't be dispensed at airports, the Director of Airports is requesting the Board's approval to have discretion over determining when fuel flow fess will be implemented for unleaded fuel.
Based on initial projections of unleaded fuel sales at Buchanan Field, the annual reduction in fuel flow fees collected by the Airports Division would be approximately $7,200. Because the unleaded option cannot be used in higher performance aircraft, a conservative high-end estimate would be 75% of all fuel sales would be unleaded, which would result in a fuel flow fee reduction of $13,500.

CONSEQUENCE OF NEGATIVE ACTION:
There would be less economic benefit to the purchase of unleaded avgas over leaded avgas which would lead to low demand and, therefore, limited environmental benefit.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1472 **Agenda Date:** 4/14/2026 **Agenda #:** C.2.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Authorization to Execute a Consulting Services Agreement with Mead & Hunt for Engineering and Planning for the Buchanan Field Pavement Management Study Project

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a Consulting Services Agreement with Mead & Hunt, for a term of April 1, 2026 to January 31, 2027, in the amount of $203,047 to perform the engineering and planning for the Buchanan Field Pavement Management Plan Study.

FISCAL IMPACT:
The total contract cost for the Buchanan Field Airport Pavement Management Study Project is $203,047, which will be funded initially by the Airport Enterprise Fund. An FAA grant has been awarded to the County for up to 95% of the total contract costs (or approximately $192,894.65). The 5% balance of the costs (approximately $10,152.35) will be funded by the Airport Enterprise Fund.

BACKGROUND:
On December 18, 2018, the Board of Supervisors approved and authorized the Director of Airports, or designee, to submit to Federal, State and local agencies applications for grants valued at $1 million or less that relate to the design, planning, or construction of airport improvements, or the acquisition of equipment to be used at an airport. On May 1, 2025, an application for FAA grant funding was submitted for the Buchanan Field Airport Pavement Management Plan (PMP) Study and the grant was awarded on August 22, 2025.

In 2020 the County issued a Request for Statement of Qualifications (SOQ) for engineering, planning, and environmental firms to assist the Airports Division with anticipated projects for a five-year period. The County interviewed and ranked the consultants that responded to the SOQ. As a result, there are five (5) on-call consulting contracts. Mead & Hunt, Inc., was subsequently chosen to perform the PMP Study at Buchanan Field Airport. The PMP Study will make recommendations as to the five most critical pavement maintenance projects with their associated cost estimates in conformance with FAA guidance. Further, the PMP Study will help guide Airport staff in budgeting and anticipating grant availability to perform the critical pavement maintenance.

CONSEQUENCE OF NEGATIVE ACTION:
If the Mead & Hunt, Inc. contract is not approved it will delay and prevent an update of the Buchanan Field Airport PMP and loss of FAA grant funding.

CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

This consulting services agreement ("Agreement") is dated April 1, 2026, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: (*check one*)

☒ Contra Costa County for its Department named below
☐ Contra Costa County Flood Control and Water Conservation District
☐ Contra Costa County Fire Protection District
☐ Housing Authority of the County of Contra Costa
☐ Contra Costa County Redevelopment Agency

(i) Department (*if applicable*): Public Works – Airports Division

(ii) Department Head means the individual named below or his or her designee (*check one*):

☐ Director of General Services
☒ Public Works Director/Chief Engineer
☐ Fire Chief
☐ Housing Authority Executive Director
☐ Director of Department of Conservation and Development

(iii) Agency Mailing Address: Contra Costa County PW-Buchanan Field
181 John Glenn Drive, Ste. 100
Concord, CA 94520
Attn: Greg Baer

(b) Consultant's Name & Address: Mead & Hunt, Inc.
1360 19th Hole Drive, Ste. 200
Windsor, CA 95492
Attn: Alex Radovanovich

(i) Type of Business Entity: Corporation
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: Wisconsin

(ii) Federal Taxpayer I.D. or SSN: 39-0793822

(iii) License Number: C880814

2. Project Name, Number, & Location: AIP 3-06-0050-034-2025 Buchanan Field Pavement Management Plan Study

3. Term. The effective date of this Agreement is April 1, 2026. It terminates on January 31, 2027, unless sooner terminated as provided herein.

4. Payment Limit. Payments under this Agreement cannot exceed: $ 203,047.00.

5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- ☐ Health and Safety Code Section 13861 (*Fire Protection District*)
- ☐ Health and Safety Code Section 34314 (*Housing Authority*)
- ☐ Health and Safety Code Section 33125 (*Redevelopment Agency*)
- ☐ Other (*Specify*)

6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

- ☒ General Conditions (*always attached*)
- ☐ Special Conditions (*optional*)
- ☒ Appendix A: Scope of Services (*always attached*)
- ☒ Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

7. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

SIGNATURE A
Consultant's Name:
Mead & Hunt Inc., a Corporation

By _____
(Signature of individual or officer)
Jeff Leoanrd, Vice President
(Print name and title, if applicable)

SIGNATURE B
Consultant's Name:
Mead & Hunt, Inc., a Corporation

By _____
(Signature of individual or officer)
Dave Schlidt, Chief Financial Officer
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

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 _____)

On _____ (Date),

before me, _____ (Name and Title of Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL

_____
Signature of Notary Public

AGENCY

(a) **If Agreement is approved by Agency governing body (required if Payment Limit exceeds $200,000):**

AGENCY,

By _____
Board Chair/Designee

ATTEST: Clerk of the Board of Supervisors

By _____
Deputy

(b) **If Agreement is approved by County Purchasing Agent:**

AGENCY,

By _____
County Purchasing Agent or Designee

COUNTY APPROVALS

RECOMMENDED BY DEPARTMENT

By _____
Designee

FORM APPROVED BY COUNTY COUNSEL

By _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.

9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds $5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.

10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.

(a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of $1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of $25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of $5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.

(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.

(c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.

(d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.

(a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b) – (d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.

(b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.

(c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.

(d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.

(e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.

(f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.

(g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than $5,000 and not more than $10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.

12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.

13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.

14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.

16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.

17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.

18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.

19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.

20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.

21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.

22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.

23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.

25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.

26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.

27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.

28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.

29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or

termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.

31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.

32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.

33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.

34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.

35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.

36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.

37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.

38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.

39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.

41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

The following provisions apply only to projects using US Department of Transportation funds.

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.

43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31: (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.

44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of $100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:

(a) Certification. To the best of Consultant's knowledge and belief:

(i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

Section 44 be included in all contracts with subconsultants that exceed $100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

Special Conditions
(Consulting Services Agreement)

Consultant and Agency agree that the following Special Conditions modify the General Conditions and are part of this Agreement.

As used in this Agreement, the terms "Consultant" and "Contractor" both mean Mead & Hunt, Inc.

As used in this Agreement, the terms "Agency", "Local Agency", "Sponsor" and "County" all mean Contra Costa County.

As used in this Contract, the terms "Owner" means Contra Costa County.

As used in this Agreement, the term "Contract" has the same meaning as "Agreement" (as defined in the first paragraph of this Agreement).

As used in this Contract, the term "Agreement" has the same meaning as "Contract."

1. No payment will be made prior to Agency's approval of any work, nor will Contractor perform any work prior to Agency's approval of this Contract.

2. California Labor Code Section 1771.1(a) is hereby incorporated into the Agreement as if fully set forth herein. Subject to the limited exceptions for bid purposes under Labor Code Section 1771.1(a), no contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5, and no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

3. Section 10(b) (Certificate of Insurance): of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

   "(b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Contra Costa County Public Works Department (Department) certificates of insurance evidencing the coverage required herein. Additionally, no later than five days after Consultant's receipt of (i) a notice of cancellation or a notice of an intention to cancel any of Consultant's insurance coverage required by this Agreement, or (ii) a notice of a material change to Consultant's insurance coverage required by this Agreement, Consultant will provide Department a copy of such notice of cancellation, or notice of intention to cancel, or notice of material change. Consultant's failure to provide Department the notice as required by the preceding sentence is a default under this Agreement. If Consultant renews any of the insurance policies or acquires any new insurance policies or amends the coverage through an endorsement to any policy at any time during the term of this Agreement, then Consultant shall provide current certificates to Department."

4. Section 11(f) Payment Retention of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

   "(f) Payment Retention: Agency will not retain any funds."

5. Section 16 (Ownership of Documents): of the CSA General Conditions is hereby amended by adding the following to the end of the section:

"Agency's alteration of Consultant's work product or its use by Agency for any purpose not related to this Agreement shall be at the Agency's sole risk, and without liability to Consultant."

6. Section 21 (Assignment) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains consent to such subcontracting as required by Article X (Subcontracting) below, prior to entering into any subcontract. The LOCAL AGENCY'S Contract Administrator may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void. Notwithstanding the provisions of this Section 21, LOCAL AGENCY hereby consents to Consultant subcontracting with its subcontractor: (i.) Terracon Consultants, Inc., (ii.) RDM International, Inc. (the "Subcontractor"); provided that no Subcontractor contract will include payment provisions greater than the amounts such Subcontractor is to be paid according to Attachment 1 to Appendix B of this Agreement. Consultant may request changes in the Subcontractor(s) set forth in this Section 21, and in the Subcontractor rates set forth in Attachment 1 to Appendix B to this Agreement. Consultant shall provide County with at least thirty (30) days advance written notice of a proposed change in Subcontractors and/or Subcontractor rates. The requested change will become effective upon the execution of an administrative amendment by Consultant and County pursuant to Special Condition 32.1 (Administrative Amendments) of this Agreement. Any changes to Subcontractors or Subcontractor rates shall not result in any increase in the payment limit specified in Section 4 (Payment Limit) of this Agreement."

7. Section 32 (Amendments) of the CSA General Conditions is hereby amended by adding a new Section 32.1 (Administrative Amendments) immediately following Section 32 (Amendments) as follows:

"32.1. Administrative Amendments. Attachment 1 to Appendix B (Payment Provisions) of this Agreement and the approved Subcontractors under Section 21 (Assignment), as modified by these Special Conditions, may be amended by an administrative amendment to this Agreement executed by Consultant and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Agreement or reduce the services Consultant is obligated to provide pursuant to this Agreement."

8. Federal Funding. Sections 42-44 (as amended herein) of the CSA General Conditions are applicable. This project is partially or fully funded by US DOT funds.

9. Disadvantaged Business Enterprise (DBE) Requirements. Contractor shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Contract by reference. In addition, in performing services under this Contract, Contractor shall utilize all DBEs listed in Contractor's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Contract. Contractor shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Contractor shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.

10. Contract Assurance (§26.13). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate.

11. Prompt Payment (§26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from Agency. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Agency. This clause applies to both DBE and non-DBE subcontractors.

12. **ARTICLE IV PERFORMANCE PERIOD**

A. This AGREEMENT shall go into effect on April 1, 2026, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on January 31, 2027, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration date of the AGREEMENT to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

13. **ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Edited for Project Specific CM Agreement)** The first paragraph of Section 11 (Payment) of the CSA General Conditions and Section 11(a) (Billing Statements) are hereby deleted in their entirety and replaced with the following:

a. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment 1 to Appendix B). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal.

Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

Progress payments will be made monthly in arrears based on services provided and actual costs incurred.

CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than 30 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be

reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Contra Costa County Public Works Department
Airports Division
181 John Glenn Drive, Ste. 100
Concord, CA 94520

The total amount payable by LOCAL AGENCY shall not exceed the amount specified in Section 4 (Payment Limit) of the Basic Terms, unless authorized by contract amendment.

The total amount payable by LOCAL AGENCY shall not exceed the amount specified in Section 4 (Payment Limit) of the Basic Terms. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement.

CONSULTANT and LOCAL AGENCY agree that the Indirect Cost Rate (ICR) as indicated in CONSULTANTS Cost Proposal shall be applicable for the full duration of this Agreement and any subsequent amendments to this Agreement until such a time that both parties agree in writing to modify the ICR.

14. **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS .** Section 43 (Federal Cost Principles and Procedures) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

A. The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply. "

15. **ARTICLE VIII RETENTION OF RECORDS/AUDIT** Section 17 (Record Retention and Auditing) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

"For the purpose of determining compliance with Gov. Code §8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audit Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audit, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation."

16. **ARTICLE IX AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTS, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

17. **ARTICLE X SUBCONTRACTING**

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

1. CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to

a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

2. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

1. The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant. (Choose either Method 1, Method 2, or Method 3 below and delete the other two.)

   a. Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

   b. Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

   c. Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

2. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit

or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

18. ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

19. ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities, and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

   c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

   d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor
Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices
1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

20. **ARTICLE XIII CONFLICT OF INTEREST** Section 28 (Conflicts of Interest) of the CSA General Conditions is hereby amended by adding the following language to the end of the section:

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT, or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT; or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. CONSULTANT hereby certifies that neither CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract, or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership or otherwise."

21. **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate this AGREEMENT without liability; to pay only for the value of the work actually performed; or to deduct from this AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

22. **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING.** Section 44 (Prohibition of Expending Local Agency State or Federal Funds for Lobbying) of the CSA General Conditions is hereby deleted in its entirety and replaced with the following:

A. The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No State, Federal or LOCAL AGENCY appropriated funds have been paid or will be paid by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subagreements, which exceed one hundred thousand ($100,000), and that all such subrecipients shall certify and disclose accordingly."

23. **ARTICLE XVI STATEMENT OF NON-DISCRIMINATION CLAUSE AND COMPLIANCE**

A. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

D. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq) the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth and 2 CCR §§ 8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 ((42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally- assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5 including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

24. ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
   2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
   3. Does not have a proposed debarment pending; and
   4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by the FHWA.

25. **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

Without in any way limiting Consultant's obligations under Section 42 (Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only)) of the CSA General Conditions, Consultant shall comply with the following DBE Special Condition:

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is undetermined. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment and Form-SR attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, CONSULTANT shall complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance.
Under 49 CFR 26.13(b):
CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.
Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants:

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent.

CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the Agreement, termination of a DBE may be allowed for the following justifiable reasons with prior written authorization from the LOCAL AGENCY, including, but not limited to:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons. Simultaneously send a copy of the written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. The written notice to the DBE must also include tracking documentation.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
   a. One or more justifiable reasons along with supporting documentation.
   b. CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
   c. The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a written request to replace a DBE with other forces or material sources to the LOCAL AGENCY which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    i. Description of scope of work and cost proposal
    ii. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    iii. Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm and submitted documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE, CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. As part of this request, CONSULTANT shall submit documentation of actions taken to find a DBE replacement firm, such as:
    i. Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    ii. Solicitations of DBEs for performance of work identified
    iii. Correspondence with interested DBEs that included contract details and requirements
    iv. Negotiation efforts with DBEs that reflect why an agreement was not reached
    v. If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work or why the price quote was unreasonable or excessive
    vi. Copies of each DBE and non-DBE price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts
    vii. Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

1. The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.
2. The LOCAL AGENCY shall request CONSULTANT to:
    a. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
    b. Provide this notification before starting the affected work
    c. Maintain records including :
        i. Name and business address of each 1st-tier subconsultant
        ii. Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
        iii. Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

3. If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

4. If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change, and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

5. Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

6. In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

CONSULTANT must perform a CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal; this includes performing a CUF evaluation at the beginning of the DBE's work and continuing to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the Local Public Agency the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

a. Subcontract agreement with the DBE
b. Purchase orders
c. Bills of lading
d. Invoices
e. Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY these quarterly evaluations and validations by the 5th of the following months for the previous three months of work:

Quarterly Evaluations and Validations Due Date:	**For the preceding months of:**
5th of April	January, February, March
5th of July	April, May, June
5th of October	July, August, September
5th of January	October, November, December

CONSULTANT must notify the LOCAL AGENCY immediately if it reasonably believes the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field

observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

a. Proof of ownership or lease and rental agreements for equipment
b. Tax records
c. Employee rosters
d. Certified payroll records
e. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

N. LAPM Exhibits 10-I, 10-O1, 10-O2, and 17-F and Form-SR are attached to this Agreement and incorporated herein.

26. ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to void the AGREEMENT under the 30-day termination clause pursuant to Article VI, or by mutual to amend the AGREEMENT to reflect any reduction of funds.

27. ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT, without prior written approval by LOCAL AGENCY's Contract Administrator.

28. ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT, that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

29. ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is

required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

30. **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

31. **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

32. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

33. **CIVIL RIGHTS - GENERAL**

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

34. **CIVIL RIGHTS (1964) - TITLE VI ASSURANCE**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with Title VI List of Pertinent Nondiscriminiation Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities
(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252,) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601,) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

35. **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

36. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in

such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

   The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

4. Subcontractors.

   The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

37. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

38. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

39. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

40. **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The cCntractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect

the interests of the United States.

41. **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and parttime workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

42. **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

43. **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

44. **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

45. **TERMINATION OF CONTRACT**

Without in any way limiting County's rights under Article VI (Termination) of these Special Conditions, Contractor agrees to the following:

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot

reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

46. **TRADE RESTRICTION CLAUSE**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTRor
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Appendix A to Consulting Services Agreement
Scope of Services

A. Overview and General Requirements

1. Agency intends to perform an Airport Pavement Management System (APMS) Study at Buchanan Field and to perform other related work as more fully described below. Professional engineering design skills and services are essential for the proper and satisfactory execution of this project. For this reason, Agency is entering into this Agreement with Consultant.

2. As provided in Section 26 of the Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency's Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.'

3. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, applicable State and Federal codes and regulations, and the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

B. Project Description

The project is described as follows: The work to be performed includes engineering services required to complete the Airport Pavement Management Systems (APMS) Study at Buchanan Field Airport for the County of Contra Costa. The term APMS can be used interchangeably with "pavement management program" (PMP) and "pavement maintenance-management program" (PMMP). The methods and techniques used in preparation of the APMS shall be in conformance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5380-7B, Airport Pavement Management Program (PMP). The APMS is a set of defined procedures for collecting, analyzing, maintaining, and reporting pavement data. Federally obligated airports should perform a detailed inspection of airports every year, or every three years if a Pavement Condition Index (PCI) survey is performed. The APMS study will cover Airport-owned and FAA-funded pavement at the Airport.

FAA guidance requires public-use airports with bearing strengths of 12, 500 lbs. or greater to establish and perform a Pavement Classification Rating (PCR) analysis, which will be included as part of the APMS study. The PCR analysis will be conducted on all runway, taxiway, and apron pavements. To determine a reliable PCR, it is critical to have an accurate record of existing pavement sections, subsurface soil strength information, or pavement strength data collected from non-destructive testing (NDT).

For pavement sections that are not included in the NDT analysis, the Consultant will utilize available geotechnical reports and record information to derive PCR values. In areas for which record information is not available, or the pavement section information is limited or variable, the Consultant will determine PCR numerical values based on the "Using Aircraft Method." For this method, the County, if provided information on the aircraft fleet mix for the specific pavements. PCR calculations will be performed using the FAA FAARFIELD 2.1 program in accordance with FAA AC 150/5335-5D, Standardized Method of Reporting Airport Pavement Strength – PCR.

C. Time

Consultant understands and agrees that time is of the essence in this Agreement and that the services shall start immediately upon full execution of this Agreement. Consultant shall perform the services expeditiously and with adequate forces and shall complete the services within the time specified in Sections 3 and 13 of the Agreement.

D. SCOPE OF SERVICE

The Consultant will assign a Project Manager (PM) to this Project to monitor continuity through each task, as described in this scope. The PM will be responsible for work performed by the Consultant team. The Consultant team will consist of civil engineers and administrative staff.

TASK 1 DRAFT APMS STUDY

1.1 TASK 1 PROJECT MANAGEMENT AND COORDINATION

Project management tasks during Task 1 will consist of the following:

1.1.1 Execute Contract and Project Setup
The PM and administrative staff will execute the contract between the Consultant and the County. The PM will establish a work breakdown structure to track task-level progress. Administrative staff will create the internal project database for finance tracking and internal project directory.

1.1.2 Prepare Project Management Plan
The PM will prepare a Project Management Plan (PMP) that will address the following project elements: Project Team Roles and Responsibilities, Document Distribution Plan, Communications Plan, Quality Control Milestone Summary, and Scope Change Management Plan.

1.1.3 Prepare Schedule
The PM will prepare a design schedule upon receiving the fully executed contract from the County. Schedule will be updated as design progresses, adjusting for review times by the County.

1.1.4 Coordinate Internal Design Team
The PM will assign a design team to the Project. Once a design team is established, the PM will implement a task coordination program to assign specific responsibility to team members. Throughout the design, the PM will coordinate and monitor internal work progress.

1.1.5 Coordinate Subconsultants
The PM will prepare subcontracts/work orders for the subconsultants employed by Consultant for the Project upon receiving the fully executed contract from the County. One subcontract/work orders are executed; the PM will coordinate subconsultant work efforts. The PM will coordinate with the County for subconsultant field activities and monitor subconsultants work progress.

1.1.6 Quality Control Program
The PM will create and implement a quality control (QC) program. As part of this program, the PM will assign both QC and quality assurance (QC) team members to the Project. The PM will prepare a detailed QC checklist that will be shared with the internal design team.

1.1.7 Project Controls
The PM will maintain a project budget spreadsheet to track design costs weekly. At the beginning of each month, the PM will review accrued costs from the previous month and work with accounting staff to prepare invoices for the County. The invoices will be submitted per the County's invoice

requirements. The invoice will reference the percent complete on each task based on the work breakdown structure and this scope. The PM will review subconsultant invoices.

1.1.8 Scope Development

The Consultant will develop a scope of services and fee proposal for the Project and negotiate a scope of services, fee proposal, and agreement for subconsultants. The Consultant will submit the initial project scope of services electronically to the County and the FAA for review and comment. The Consultant will revise the scope of services and send it electronically along with a blank fee spreadsheet in Excel format to the County for establishment of an independent fee estimate as required by Section 300 – Procurement of Professional Services, of the AIP Sponsor Guide. Transmittal to an optional third-party consultant for the independent fee estimate (IFE) will be the responsibility of the County under a separate contract.

Once an IFE is complete, the Consultant will provide the cost proposal and the PM will work with the County to clarify the scope and fee if the project, or any task, is outside the 10% standard margin as defined in FAA AC 150/5100-14E, Architectural, Engineering, and Planning Consultant Services, Section 2.14.3.

Owner shall keep a record of negotiations as required by FAA AC 150/5100-14E

1.2 TASK 1 PROJECT MEETINGS AND COMMUNICATION

The Consultant will participate in meetings and phone calls during Task 1. Meetings and communication items will include:

1.2.1. Internal Project Kickoff Meeting

The PM will conduct a meeting, of up to one hour, with the internal design team to present the Project, project budget, design schedule, major project elements, and internal protocol.

1.2.2 Project Kickoff Meeting with County

The Consultant will prepare for and conduct a virtual meeting via Microsoft Teams, of up to 1 hour with the County and FAA to present the Project, including introductions, design schedule and major project elements. Up to three members from the Consultant team will attend. Consultant will prepare an agenda and exhibits to support the meeting. Consultant team will collaborate to create meeting minutes and distribute via email to all that attended the meeting.

1.2.3 Monthly Internal Progress Meetings

The PM will conduct monthly meetings of up to one hour with the internal design team to discuss the project schedule and work progress. Up to three members from the Consultant team will attend each meeting.

1.2.4 Progress Meetings with County

The consultant will conduct virtual meetings of up to one hour with the County to discuss the project schedule, work progress and coordination items. These meetings will be scheduled as needed during the development of the project. Up to two members from the Consultant team will attend each meeting. Meetings may be held virtually. The Consultant will provide an agenda and minutes for each meeting.

1.2.5 Present Draft Submittal to Owner

The Consultant will prepare for and conduct a virtual meeting of up to one hour with the County to present the draft submittal. Up to three members from the Consultant team will attend. The Consultant will prepare an agenda, exhibits and minutes to support the meeting.

1.2.6 General Communication with County

The Consultant will communicate with the County throughout Task via phone calls or email in addition to the meetings listed herein.

1.3 UPDATE EXISTING PAVEMENT INVENTORY

The Consultant will update the inventory of existing pavement and obtain pavement construction history from the previous APMS report or available Airport records. The County shall make available all pertinent pavement record information to Consultant to include:

a. Identification of all runways, taxiways, taxilanes, and aprons divided into sections having similar properties. Landside pavements to include Airport Access Road and Parking Lot.

b. Dimension and areas of pavements and pavement sections

c. Type of pavement surface

d. Year of construction and most recent rehabilitation (if found).

1.4 VISUAL CONDITION SURVEY

The Consultant will conduct a visual condition survey of all Airport-maintained pavement areas of the airfield \ to identify and quantify pavement distresses.

a. Survey will consist of measuring length and area of various distresses as defined in the distress manuals provided with FAA AC 150/5380-7B. Measurements will be taken within sample units for each area of differing condition, which will be used as the basis for calculating the Pavement Condition Index.

   i. Sample units will be determined in accordance with ASTM D5340-24, Standard Test Method for Airport Pavement Condition Indes Surveys.

   ii. Up to two members from the Consultant's Team will perform the visual condition survey, which the visual survey is anticipated to be conducted over two days.

   iii. In addition to the actual field time for the visual condition survey, this task also includes preparation for the visual condition survey which includes: dividing the airport pavements to be inspected into sample units of equal size, identifying sample units to be inspected during the visual condition survey, and preparing exhibits and support material that will be used during the visual condition survey.

1.5 GENERATE PAVEMENT CONDITION INDEX VALUES

The Consultant will generate the current Pavement Condition Index (PCI) value for each paved area based upon the visual condition survey and the Consultant's judgement of the pavement condition.

a. The Consultant Team will utilize the FAA PAVEAIR PMP software to perform PCI calculations. PAVEAIR is a free, web-based solution that meets the requirements of FAA AC 150/5380-7B.

1.6 MAJOR MAINTENANCE, REHABILITATION, AND REPAIR RECOMMENDATIONS

Based upon the results of the pavement inspection and analysis, the Consultant project team will prepare pavement maintenance, rehabilitation, and reconstruction recommendations for five most critical maintenance projects based on the PCI values calculated. The recommendations will be provided to the County for review as part of the draft APMS report submittal. Itemized cost estimates will be prepared as part of the final APMS report submittal.

1.7 DRAFT APMS REPORT

The Consultant Team will prepare a draft report detailing analysis and recommendations and submit an electronic copy of the draft report the County for review. The Contents of the APMS report will be as follows:

i. Pavement History

ii. Visual Condition summary, including distress descriptions and photos for each area

iii. Pavement condition summary, including PCA ratings for each area

iv. Pavement maintenance recommendations (without itemized cost estimates)

Exhibits will also be attached to the report, which will include the following:

i. Pavement feature map

ii. Pavement section history table

iii. Pavement distress table

iv. Pavement condition map

v. Maintenance history and programming table

vi. Recommended projects map

vii. NDT and Analysis Report (if NDT Analysis is completed at the time of the Draft Submittal)

viii. Summary of Pavement Cores (if Pavement Cores are completed at the time of the Draft Submittal)

1.9 PREPARE DRAFT SUBMITTAL

1.9.1 Internal QA Review

The QA staff assigned by the PM, as part of the quality control program will perform an internal review of the deliverables. The review will be performed using Bluebeam software. The PM will review the QA markups, determine the corrective action, and direct the changes. The QA reviewer will backcheck resolution of comments before release of deliverables.

1.9.2 Submit Preliminary Deliverables to County

The Consultant will finalize assembly of the deliverables and submit to the County for review. Deliverable will be submitted electronically using Newforma file transfer software. Deliverables include:

a. Kickoff Meeting Agenda and Minutes - Electronic Submittal

b. Draft APMS Report - Electronic Submittal

TASK 2 FINAL APMS STUDY AND PCR ANALYSIS

2.1 TASK 2 PROJECT MANAGEMENT AND COORDINATION

Consultant project management tasks during Task 2 will consist of the following:

2.1.1 UPDATE PMP
The PMP created during Task 1 will be updated to incorporate the latest project protocols.

2.1.2 Update Schedule
The PM will update the schedule created during Task 1 throughout the design based on review times by the County and FAA.

2.1.3 Coordinate internal design Team
The PM will continue to coordinate and monitor internal work progress during Task 2.

2.1.4 Coordinate Subconsultants
The PM will continue to coordinate and monitor subconsultant work progress during Task 2.

2.1.5 Quality Control Program
The PM will continue to review the QC checklist, and the design team will continue to update the design log during Task 2. The PM and assigned QC team members will regularly review work performed by the design team.

2.1.5 Project Controls
The PM will continue to track costs weekly, and prepare invoices as defined in Task 1.

2.2 TASK 2 PROJECT MEETINGS AND COMMUNICATION

The Consultant will participate in meetings and calls during Task 2. Meetings and communication items will be as follows:

2.2.1 Internal Progress Meetings
The PM will conduct meetings with the internal design team to discuss the project schedule and work progress. Up to three members from the Consultant project team will attend each meeting.

2.2.2 Progress Meeting with County
The Consultant will conduct virtual progress meetings with the County to discuss the project schedule, work progress, and coordination items. Up to two members from the Consultant team will attend each meeting.

2.2.3 General Communication with County

The Consultant will communicate with the County throughout Task 2 via phone calls or emails in addition to the meetings listed herein.

2.3 PREPARE ITEMIZED COST ESTIMATES FOR MAJOR MATINENANCE, REHABILITATION, AND REPAIR RECOMMENDATIONS

After the County has provided feedback on the proposed major maintenance recommendations included in the Draft APMS report, the Consultant will develop planning-level cost estimates for each of the major recommended maintenance projects. These estimates aim at assisting the County with planning of the proposed improvements in the Airport Capital Improvement Program (ACIP). Detailed design and construction cost estimates for the proposed maintenance projects are not included in this Scope of Services.

Preparation of itemized cost estimates will consist of the following:

2.3.1 Calculate Estimated Maintenance Projects Quantities
The Consultant will calculate necessary quantities for the various work items. Quantities will be consistent with FAA specification items and acceptable quantity calculation practices.

2.3.2 Prepare Maintenance Projects Cost Estimates
The Consultant will provide planning-level cost estimate based on record cost data and similar work using the calculated quantities. In addition to construction costs, the Consultant will estimate total eligible project costs including design, County Administration, resident engineer services, and materials testing. The additional costs will be provided to support the County in the grants planning process.

2.4 PREVENTIVE MAINTENANCE RECOMMEDNATIONS AND COSTS

Major maintenance projects often require significant federal funding to be completed. As the timeline to award federal funding for these projects is subject to FAA funding limitations, the County may be required to perform more immediate preventive maintenance to reduce the rate of deterioration and prolong the life of the pavement until federal funding is awarded.

The Consultant will provide measures that the County can implement to improve or maintain the condition of pavement. These measures include crack sealing, surface treatments, or localized pavement repairs. The Consultant will also provide planning-level costs for the preventive maintenance measures identified. These costs will assume that the preventive maintenance will be performed by the County and will be based on fixed unit costs for linear foot of crack seal, square yard of surface treatment performed, or square food of pavement repaired. The Consultant will provide preventive maintenance recommendations and costs for up to 20 pavement branches.

2.5 PCR ANALYSIS AND REPORT

The Consultant will prepare a PCR Analysis consisting of the following:

2.5.1 UPDATE AIRCRAFT FLEET MIX
The Consultant will work with the County to update the aircraft fleet mix developed for the recent PCR calculation on Runway 1L-19R. The fleet mix shall be used for the analysis on Runways 14L-32R and 1L-19R and respective parallel taxiways and then modified/reduced as necessary for the ancillary pavement areas and based on actual use.

2.5.2 PCR CALCULATIONS

The Consultant will prepare a report detailing the fleet mix, pavement sections information, PCR calculations, and analysis of what the PCR values represent. The report will include the FAARFIELD reports for all the PCR calculations performed. The PCR report will be provided as an Exhibit of the Final APMS report.

2.6 FINAL APMS REPORT

After County's review of the Draft APMS Report, the Consultant will incorporate the County's comments and finalize the report. In addition to the items indicated in paragraph 1.8, the Final APMS Report will include the itemized cost estimates for the proposed major maintenance projects, preventive maintenance recommendations and costs and the PCR report.

2.7 PREPARE FINAL SUBMITTAL

2.5.1 Internal QA Review
The QA staff assigned by the PM as part of the quality control program will perform an internal review for final submittal deliverables listed below. The review will be performed using Bluebeam software. The PM will review the QA markups, determine the corrective action, and direct the changes.

2.5.2 Submit Final Deliverables to County
The Consultant will finalize assembly of the final deliverable listed below and submit to the County for review. The deliverables will be submitted electronically using Newforma file transfer software. T

TASK 2 DELIVERABLES

1. Final APMS Report – Electronic submittal

TASK 3 NDT ANALYSIS AND PAVEMENT CORING

3.1 NDT ANALYSIS (Subconsultant – RDM)

As part of the Sub-task, RDM will perform the following:

- Record Review
  RDM will review pertinent records for pavements included in the scope of the NDT. These records are expected to include construction plans and records, available geotechnical information (including core data and soil testing results) and previous Pavement Condition Index (PCI) inspections

- Falling Weight Deflectometer (FWD) Testing
  RDM will perform FWD testing using equipment and methods meeting the requirements of FAA AC 150/5370-11B, capable of simulating in magnitude and duration the loads imparted to an airfield pavement by a moving aircraft tire. The fleet mix developed for the Runway 1L-19R PCR calculation will be modeled for the FWD testing. RDM will use FWD configuration and testing patterns in accordance with FAA AC 150/5370-11B. The FWD testing will be performed on Runway 1L-19R, Runway 14L-32R, and associated parallel taxiways and taxiway connectors.

It is anticipated that the field work can be performed during daytime closures of taxiways and that nighttime testing will be required for the runways and pavement areas inside the Runway Safety Areas.

- FWD Data Analysis
  RDM will analyze the FWD data to determine pavement layer properties. Specific results that will be generated from this testing program include normalized deflections, elastic modulus (E) of individual pavement layers, and subgrade support conditions. RDM will back-calculate the modulus of the pavement layers and subgrade support conditions in accordance with FAA AC 150/5370-11B.

- Pavement Structural Evaluation
  RDM will prepare a pavement structural evaluation analysis for the pavement sections included in the NDT analysis. The pavement structural evaluation will be performed in accordance with FAA AC 150/5320-6G and 150/5370-11B. The structural evaluation analysis will identify pavement sections that require strengthening to support the current and anticipated aircraft traffic.

- Draft Report
  RDM will prepare a detailed report that summarizes the results of the FWD testing, data analyses, and pavement structural evaluation analysis. The report will present the comprehensive NDT testing and evaluation conducted during the project and provide the outcome of the pavement structural evaluation analysis. The Draft report will be submitted electronically for review and discussion.

- Final Report
  Based on comments from the Consultant and County, RDM will prepare and submit an electronic copy of the final report. The final report will be included as one of the Exhibits in the Final APMS Report.

3.2 PAVEMENT CORING (Subconsultant – TERRACON)

As part of this Sub-task TERRACON will perform the following activities:

- Pavement Coring Field Work
  TERRACON will perform coring of the existing asphalt concrete pavement and underlying aggregate base layers to the full depth of the pavement for a total of 20 locations. The locations will be determined based on the outcome of the FWD testing. TERRACON will backfill core holes with non-shrink grout for the thickness of the asphalt concrete layer and with pea gravel for layers below the asphalt concrete.

  It is anticipated that this field work will be performed during daytime closures of taxiways. Nighttime work will be required for the runways and pavement areas inside the Runway Safety Areas.

- Pavement Cores Summary Report
  TERRACON will provide a letter-style report including the following items:

  a. Thickness of the existing asphalt concrete pavement and aggregate base layers using graphic logs
  b. Photographs of the cores.
  c. Map showing the locations of the cores performed

  This report will be included as one of the Exhibits in the Final APMS Report.

E. Schedule of Completion

TASK 1

1. The estimated duration to complete the Draft APMS Study is 50 working days after full execution of this Agreement

TASK 2

1. The estimated duration to complete the Final APMS Study and PCR Analysis is 30 working days after receipt of the County's comments on the draft final submittal.

2. As findings from the NDT analysis will be used in the determination of the PCR codes for the major runways and respective parallel taxiways, submittal of the Draft NDT Report will be required to complete the PCR Analysis. Completion of the PCR Analysis will require 15 working days from the submittal of the Draft NDT Report.

TASK 3

1. The estimated duration to complete the NDT Analysis and Pavement Coring is 80 working days after full execution of this Agreement.

2. The Draft NDT Report will be provided within 30 working days after completion of the field work.

Appendix B to Consulting Services Agreement
Payment Provisions, Project Personnel and Billing Rates

I. PAYMENT PROVISIONS

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Vendor and County have agreed that the Consulting Service Agreement will be for a Fixed Fee: $203,047.00 (100% of Payment Limit)
2. : $ (% of Payment Limit)
3. : $ (% of Payment Limit)
4. : $ (% of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

Geographic information or GPS systems, reproductions, travel to and from the job site (including company or personal car mileage, air transportation, lodging and sustenance, mileage, tolls, and rental car), and other directe expenses that are appoved by the Agency in advance and in accordance with Special Conditions Section 11(B) and 11(C).

E. All other expenses (*i.e.,* those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its

subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

NOTE: This is a Fixed Fee contract, therefore no billing rates are included. See paragraph at the end of this Section II regarding proper invoicing.

Mead & Hunt

- Clerical
- Technical Editor
- Accounting, Administrative Assistant
- Technician I, Technical Writer
- Technician II, Surveyor - Instrument Person
- Techician III
- Technician IV
- Senior Technician
- Engineer I, Scientist I, Architect I, Interior Designer I, Planner I
- Engineer II, Scientist II, Architect II, Interior Designer II, Planner II
- Engineer III, Scientist III, Architect III, Interior Designer III, Planner III
- Construction Resident Project Representative (RPR)
- Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager
- Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner,
- Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner
- Senior Associate, Principal, Senior Client / Project Manager

TERRACON

- Project Manager
- Administrative
- AC/Soils
- Field Engineer/Logger

RDM International Inc.

- Project Manager
- Senior Pavement Engineer
- Pavement Engineer
- Construction Engineer
- Quality Control Engineer
- Non-Destructive Testing Technician
- CADD Technician
- Administration

Consultant shall provide monthly invoices detailing the work completed along with the percentage of the CSA completed. Each progress payment amount will be based upon the percentage completed of the Consulting Service Agreement (e.g. if the first invoice details that 25% of the work has been completed, then Consultant shall be paid 25% of total the contract for that invoice. If the next invoice shows 40% completed, then the consultant will be paid an additional 15% of work completed to a total paid of 40%). Each progress payment is subject to County staff review and approval.

DUE WITH EACH INVOICE SUBMITTAL

FORM SR

SUBCONTRACTING AND DBE REPORT

Primary Contractors Name: Mead & Hunt, Inc.

Primary Contract Amount: $203,047

Information for Period Ending:

Summary Information to Date

Subcontractor's Name	NACIS ID	Type of Work	Subcontract Value	Subcontract Modifications	Revised Subcontract Amount	Payments to Date	DBE (Yes/No)	DBE Payments to Date
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
				$ -	$ -			$ -
Totals to Date			$ -	$ -	$ -	$ -		$0
No. of Subcontracts		-						
Total Value of Subcontracts		$ -						
No. of Subcontracts awarded to DBE Firms		-				Orig. Contract		
			DBE Goal =	#DIV/0!				
Total Value of DBE Subcontracts		$ -	#DIV/0!	DBE Participation To Date				
Effective DBE Value (60%) of DBE Material and Supplies		$ -	#DIV/0!					
Total Effective Value of DBE Subcontracts, Materials and Supplies		$ -	#DIV/0!			Cont AdjCont Adj		
						Adj Contract Value $ -		
Monthly Progress Report -	January 0, 1900	Project Completion %						

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1473 **Agenda Date:** 4/14/2026 **Agenda #:** C.3.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Contract with John Muir Land Trust

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with John Muir Land Trust (JMLT) to pay the County an amount not to exceed $7,000 to provide services to treat invasive weeds in assigned locations from April 1, 2026, through March 31, 2027.

FISCAL IMPACT:

The County will be reimbursed in an amount not to exceed $7,000 for providing supplies and labor to control invasive weeds in assigned locations for JMLT; 100% General Fund Revenue.

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 our range lands and our 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. 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 in assigned districts for the John Muir Land Trust. 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 #: 26-1474 **Agenda Date:** 4/14/2026 **Agenda #:** C.4.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Amendment to Pest Detection Trapping contract with the California Department of Food and Agriculture

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an amended contract with the California Department of Food and Agriculture to receive additional funds of $6,000 for a total reimbursement in an amount not to exceed $720,511 for the County to provide pest detection and trapping services for the period of July 1, 2025, through June 30, 2026.

FISCAL IMPACT:

The State will reimburse the County for expenses incurred in an amended amount not to exceed $720,511. This revenue has been budgeted in Fiscal Year 2025/2026. 100% State, no County match.

BACKGROUND:

The original contract in the amount of $714,511 was approved by Board of Supervisors on August 5, 2025, for the same time period as mentioned above.

The County shall 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 Fruit Fly, Melon Fly, Gypsy Moth, and Japanese Beetle. This 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 service term is July 1, 2025, through June 30, 2026. This 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.

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 #: 26-1475 **Agenda Date:** 4/14/2026 **Agenda #:** C.5.

To: Board of Supervisors

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: Amended Contract High Risk Pest Exclusion with the California Department of Food and Agriculture

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an contract amendment with the California Department of Food and Agriculture to receive additional funds of $144,966.55 for total reimbursement in an amount not to exceed $243,379.99 for the County to provide pest exclusion inspections, with no change to the term through June 30, 2026.

FISCAL IMPACT:

The State will reimburse the County for expenses incurred in an amended amount not to exceed $243,379.99. This revenue has been budgeted in Fiscal Year 2025/2026. 100% State, no County match.

BACKGROUND:

The original contract was not required to receive Board approval due to the amount being $98,413.44, under the requirement threshold.

The goal of Pest Exclusion is to keep exotic agricultural and environmental pests out of the State of California and to prevent or limit the spread of newly discovered pests within the state. The Agricultural Commissioner's Department oversees enforcement of quarantines, inspections of packages at parcel carriers with help of Canine teams, as well as phytosanitary certification of exports.

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 #: 26-1476 **Agenda Date:** 4/14/2026 **Agenda #:** C.6.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Accept Board members meeting report for March 2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT Board Districts III & IV meeting reports for March 2026. 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.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

Supervisor Ken Carlson - March 2026 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
3-Mar	Board of Supervisors	Martinez	Decision on Agenda Items
4-Mar	Behavioral Health Board Meeting	Martinez	Decision on Agenda Items
9-Mar	Meeting with County Administrator, Monica Nino	Martinez	Monthly Briefing
10-Mar	Contra Costa County Legislative Delegation	Sacramento	Briefings Day
16-Mar	Equity Committee Meeting	Martinez	Decision on Agenda Items
17-Mar	Board of Supervisors	Martinez	Decision on Agenda Items
24-Mar	Contra Costa Television	Martinez	Tour
25-Mar	Sacramento-San Joaquin Delta Conservancy	West Sacramento	Decision on Agenda Items
31-Mar	Board of Supervisors	Martinez	Decision on Agenda Items
31-Mar	East County Services Center Ground Breaking	Brentwood	Ground Breaking Ceremony

* Reimbursement may come from an agency other than Contra Costa County

Supervisor Diane Burgis - March 2026 AB1234 R

(Government Code Section 53232.3(d) requires that members legislative
attended for which there has been expense reimbursement (mileage,

port
odies report on meetings
meals, lodging, etc).

Date	Meeting Name	Location	Purpose
3-Mar	Board of Supervisors	Martinez	Meeting
10-Mar	CCC Sacramento Legislative Briefing Day	Sacramento	Meeting
11-Mar	LAFCO	Martinez	Meeting
12-Mar	TRANSPLAN	Antioch	Meeting
17-Mar	Board of Supervisors	Martinez	Meeting
18-Mar	CCTA	Walnut Creek	Meeting
21-Mar	Loaves and Fishes Gala	Concord	Event
25-Mar	Tri Delta Transit	Antioch	Meeting
26-Mar	East Bay Innovation Awards	Oakland	Event
31-Mar	Board of Supervisors	Martinez	Meeting
31-Mar	LIFT Summit Conference	Monterey	Event

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1477 **Agenda Date:** 4/14/2026 **Agenda #:** C.7.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: COMMUNITY IMPACT FUND ALLOCATION-SUPERVISORIAL DISTRICT IV

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE allocation of Supervisorial District IV Community Impact Funds in the amount of $5,000 to Contra Costa Senior Legal Services to facilitate service delivery coordination efforts with community-based organizations within District IV.

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

FISCAL IMPACT:

This action will result in a new allocation of Community Impact Funds to Contra Costa Senior Legal Services of $5,000, which is funded by the Supervisorial District IV Community Impact Fund.

BACKGROUND:

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

Contra Costa Senior Legal Services will play a facilitation role in engaging with other community-based organizations on how to best coordinate the delivery of services to residents within District IV.

CONSEQUENCE OF NEGATIVE ACTION:

The Community Impact Fund allocation sponsored by Supervisorial District IV will not be formally approved by the Board.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1478 **Agenda Date:** 4/14/2026 **Agenda #:** C.8.

To: Board of Supervisors

From: Supervisors Diane Burgis and Shanelle Scales-Preston

Report Title: **Community Impact Fund - District III & V Allocations**

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE allocations of Supervisorial District III Community Impact Funds in the amount of $35,000 as described in Attachment A.

2. APPROVE allocation of Supervisorial District V Community Impact Funds in the amount of $20,000 as described in Attachment A.

3. APPROVE and AUTHORIZE the District Supervisor, or designee, identified in Recommendation Nos. 1 and 2 above to enter into contracts related to the allocation of Community Impact Funds identified in Attachment A.

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.

Today's action requests that the Board authorize Community Impact Fund allocations in District III in the amount of $35,000 and in District V in the amount of $20,000.

BACKGROUND:

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 directions 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 directions 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 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 directions 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.

CONSEQUENCE OF NEGATIVE ACTION:
The Community Impact Fund allocations sponsored by Supervisorial Districts III and V will not be formally approved by the Board.

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
District 3 & 5	East Contra Costa Transportation Authority (Tri-Delta Transit)	5/1/2026	4/30/2027	$ 40,000	Allocation to be $20k from D3 and $20k from D5. Ridership has increased from 2024 having 827 rides to ridership in 2025 was 19,557. An increase of 2265%.	The Youth Ride Free Pass provides free transit services for youth for June and July in East County	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	New Generation Equity	5/1/2026	4/30/2027	$ 15,000	STEM In-Living Color is a free, hands-on community STEM event designed to bring families together for a day of exploration, creativity, and discovery. Through hands-on booths led by educators, community organizations, and industry partners, students participate in activities such as robotics, engineering challenges, coding, and science demonstrations. The event transforms STEM into something tangible, fun, and accessible.	Hosted in Antioch and serving surrounding District 3 communities—including Bethel Island, Brentwood, Byron, Discovery Bay, Knightsen, and Oakley—the event provides students with engaging, interactive STEM experiences.	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**
	Total			**$ 55,000**			

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1479 **Agenda Date:** 4/14/2026 **Agenda #:** C.9.

To: Board of Supervisors

From: Matt Brega, Child Support Services Director

Report Title: Purchase Order with Bay Area Parent

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Director of Child Support Services, a purchase order with Bay Area Parent in an amount not to exceed $24,812 to provide advertising services for the period June 1, 2026, through May 31, 2027.

FISCAL IMPACT:

This purchase order will be fully funded by allocations from the Federal Government at 66% and State of California at 34%.

BACKGROUND:

The Department of Child Support Services utilizes Bay Area Parent to post targeted advertisements across various online platforms. These types of directed advertisements will help increase awareness for Child Support Services available in Contra Costa County.

The Terms and Conditions of the purchase order include a Limitation of Liability and Indemnification provision approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Department will have difficulty reaching customers who may not know about Child Support Services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-107 **Agenda Date:** 4/14/2026 **Agenda #:** C.10.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: RECOGNIZE April 14, 2026 as Nepal Day in Contra Costa County.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECOGNIZE April 14, 2026 as Nepal Day in Contra Costa County.

FISCAL IMPACT:

None

BACKGROUND:

Nepal Day is observed annually on or around April 14, 2026 to mark the Nepali New Year, a culturally significant occasion celebrated by Nepali communities worldwide. The United States established diplomatic relations with Nepal on April 25, 1947, reflecting a longstanding relationship between the two nations.

Contra Costa County is home to a diverse and growing population, including residents of Nepali descent who contribute meaningfully to the cultural, civic, and economic vitality of the community. Local Nepali community organizations play an important role in fostering cultural awareness, preserving traditional customs and values, and strengthening community connections throughout the County.

Members of the Nepali community in Contra Costa County have made notable contributions across a range of fields, including education, entrepreneurship, public service, arts and culture, and other professions. Observing Nepal Day provides an opportunity for the Board of Supervisors and the broader community to recognize these contributions and to celebrate the rich cultural heritage of Nepali and Nepalese American residents.

The proposed recognition of April 14, 2026 as Nepal Day in Contra Costa County aligns with the County's commitment to diversity, equity, and inclusion, and supports efforts to acknowledge and honor the cultural traditions of all communities within the County.

CONSEQUENCE OF NEGATIVE ACTION:

Nepal Day would not be formally recognized by the Board of Supervisors.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RECOGNIZING APRIL 14, 2026 AS NEPAL DAY IN CONTRA COSTA COUNTY.

WHEREAS, the United States of America established diplomatic relations with Nepal on April 25, 1947; and

WHEREAS, Nepal Day is observed on or around April 14 of each year as the Nepali New Year according to the Nepali calendar; and

WHEREAS, Contra Costa County is a diverse community that values inclusion and cultural heritage, and proudly recognizes the contributions of the Nepali community throughout the County; and

WHEREAS, Nepali community organizations throughout Contra Costa County serve residents by promoting cultural awareness, community connection, and preservation of Nepali traditions and values; and

WHEREAS, the Nepali community has contributed to the cultural and economic vitality of Contra Costa County through achievements in education, entrepreneurship, public service, arts, literature, music, cuisine, and many other fields; and

WHEREAS, this observance provides an opportunity to celebrate and reflect upon Nepali history and culture, and to recognize the many contributions of Nepali and Nepalese American residents to the broader American story; and

WHEREAS, Contra Costa County joins communities across the nation in celebrating the Nepali New Year and honoring the accomplishments and contributions of the Nepali community;

NOW, THEREFORE, BE IT RESOLVED: that the Contra Costa County Board of Supervisors hereby recognizes April 14, 2026 as Nepal Day in Contra Costa County and encourages all residents to acknowledge and celebrate the rich cultural heritage and contributions of the Nepali community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-108 **Agenda Date:** 4/14/2026 **Agenda #:** C.11.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Proclaim April 2026 as Sexual Assault Awareness Month.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution declaring April 2026 National Sexual Assault Awareness Month in Contra Costa County as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
No fiscal impact for this action.

BACKGROUND:
April is designated as National Sexual Assault Awareness Month, a time dedicated to raising awareness about the widespread and devastating issue of sexual assault.

This year's National Sexual Assault Awareness Month theme, "25 Years Stronger: Looking Back, Moving Forward," celebrates the resilience of survivors and the communities that have worked for change. This campaign honors the movement's history and growth while reaffirming our commitment to a safer future for all. Looking back, we remember the survivors and advocates who laid the foundation for change. Moving forward, we renew our focus on prevention, healing, and action.

CONSEQUENCE OF NEGATIVE ACTION:
None.

CHILDREN'S IMPACT STATEMENT:

This resolution supports all five 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."

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Proclaiming April 2026 as National Sexual Assault Awareness Month

WHEREAS, National Sexual Assault Awareness Month promotes awareness and educates communities about preventing sexual violence; and

WHEREAS, the 2026 theme "25 Years Stronger: Looking Back, Moving Forward" celebrates the resilience of survivors and the communities that have worked for change; and

WHEREAS, for 25 years, the Contra Costa Alliance to End Abuse has advanced the Board of Supervisors' policy to end sexual violence in Contra Costa County by building cross-sector partnerships that promote awareness, support innovative prevention and intervention efforts, and address inequities to ensure survivors can access needed services; and

WHEREAS, for more than 51 years Community Violence Solutions has provided support services to child and adult survivors of sexual assault and their families, and in 2025, reported 1,275 calls to the Rape Crisis Center's crisis line, completed 36 sexual assault forensic exams, served 147 clients through its HOPE Therapy Services, and conducted 414 forensic interviews through its Children's Interview Center in collaboration with the Contra Costa District Attorney's Office; and

WHEREAS, Community Violence Solutions educated 4,557 participants through trainings at schools, churches, and civic organizations, as well as educated personnel in the medical, mental health, law enforcement, education, and criminal justice fields on sexual assault and exploitation prevention and intervention; and

WHEREAS, Contra Costa County community volunteers work together tirelessly to assist sexual assault survivors, by responding to emergency calls through 24-hour crisis hotlines and offering support, comfort and advocacy during forensic exams, criminal proceedings, and throughout the healing process; and

WHEREAS, in 2025, the Contra Costa County District Attorney's Office filed 129 cases with crimes related to sexual assault; its Felony Sexual Assault and Domestic Violence Units convicted 10 defendants in jury trials of crimes related to sexual assault; and its Victim Witness Assistance Program provided support to 418 sexual assault survivors both in and out of court; and

WHEREAS, Contra Costa Health's Center for Abuse/Assault Response and Evaluation (CARE) Program provides medical evaluation, treatment, education, and prevention services for adults, children, and families who have been exposed to violence, abuse, and neglect, has expanded its services and conducted 196 forensic medical sexual assault examinations in 2025; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County joins the Contra Costa Alliance to End Abuse partners and anti-sexual violence advocates in the belief that all community members can help end sexual violence and work toward a society where all persons can live in peace, free from violence and exploitation, and thereby proclaim April 2026 as Sexual Assault Awareness Month.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-109 **Agenda Date:** 4/14/2026 **Agenda #:** C.12.

To: **Board of Supervisors**

From: Diane Burgis, District III Supervisor

Report Title: ADOPT Resolution No. 2026- Recognizing the 50th Anniversary of CoCoKids, as recommended by Supervisors Burgis and Andersen.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution No. 2026- Recognizing the 50th Anniversary of CoCoKids, as recommended by Supervisors Burgis and Andersen.

FISCAL IMPACT:
None

BACKGROUND:
None

CONSEQUENCE OF NEGATIVE ACTION:
None

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF OF RECOGNIZING COCOKIDS ON THEIR 50 TH ANNIVERSARY CELEBRATION

WHEREAS, for 50 years, CocoKids has been Contra Costa County's leading champion for children, families, and early educators.

WHEREAS, they were founded in 1976 as the Contra Costa Child Care Council, the organization has grown from a small Child Care Resource and Referral agency into a comprehensive nonprofit serving thousands of families, early educators, and community partners each year.

WHEREAS, rooted in its mission "to champion and advance quality child care and early education," CocoKids offers a wide range of free services that ensure children are safe, healthy, and ready to thrive in school and life.

WHEREAS, their services include child care referrals for all families, parent support and education, financial support for child care costs for at-risk and low-income households, health and nutrition programs, inclusion support, and extensive professional development for the early learning workforce.

WHEREAS, with offices in Concord, Richmond, and Antioch, CocoKids strengthens the county's early learning ecosystem by equipping early educators with the tools they need to deliver high-quality, developmentally appropriate care.

WHEREAS, its long-standing commitment to equity and inclusion ensures that every child regardless of background can reach their fullest potential.

NOW, THEREFORE, BE IT RESOLVED, CocoKids stands as a trusted and steadfast partner to the community, a true "Childhood Champion" uplifting families, supporting the early learning workforce, and ensuring that Contra Costa County's children have a solid foundation for lifelong success. The Board of Supervisors expresses its deep appreciation for the work that

CocoKids has provided to Contra Costa County over the last 50 years.

File #: RES 2026-110 **Agenda Date:** 4/14/2026 **Agenda #:** C.13.

To: **Board of Supervisors**

From: Diane Burgis, District III Supervisor

Report Title: A resolution honoring April as National Volunteer Month, for the Food Bank of Contra Costa and Solano Counties, as recommended by Supervisor Diane Burgis

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution honoring April as National Volunteer Month, for the Food Bank of Contra Costa and Solano Counties, as recommended by Supervisor Diane Burgis

FISCAL IMPACT:
None

BACKGROUND:
None

CONSEQUENCE OF NEGATIVE ACTION:
None

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF A resolution honoring April as National Volunteer Month, for the Food Bank of Contra Costa and Solano Counties, as recommended by Supervisor Diane Burgis

WHEREAS, the month of April has been designated "National Volunteer Month," the Food Bank of Contra Costa and Solano requests Contra Costa County's support in recognizing the impact that volunteers have on leading the fight to end hunger within our community;

WHEREAS, last year, the Food Bank of Contra Costa and Solano County hosted over 5,600 volunteers who provided more than 110,000 service hours, equal to approximately 50 full-time employees;

WHEREAS, the Food Bank of Contra Costa and Solano would not be able to serve the community without the support of dedicated volunteers;

WHEREAS, everyone needs nutritious food to thrive, and in every community in America, people are working hard to provide for themselves and their families. With the support of volunteers, the Food Bank of Contra Costa and Solano distributes more than 2,700,000 meals monthly to our neighbors in need;

WHEREAS, the volunteers of the Food Bank of Contra Costa and Solano support staff with inspecting, sorting, and packing food, bagging produce in their Concord warehouse, and distributing food to neighbors in need each month;

WHEREAS, Contra Costa County is committed to working with the Food Bank of Contra Costa and Solano, a member of the Feeding America® nationwide network of food banks, in educating people about the role and importance of food banks in addressing hunger and how they can join the Food Bank in leading the fight to end hunger in Contra Costa County through volunteering;

WHEREAS, The Food Bank of Contra Costa and Solano will celebrate volunteers throughout the month of April to bring awareness to the impact that volunteering with the Food Bank has on the Food Bank's mission in leading the fight to end hunger in our community;

NOW, THEREFORE, BE IT RESOLVED, Contra Costa County hereby recognizes April 2026 as NATIONAL VOLUNTEER MONTH in honor of the dedicated volunteers of the Food Bank of Contra Costa and Solano, and I call this observance to the attention of our citizens.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-111 **Agenda Date:** 4/14/2026 **Agenda #:** C.14.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: National Crime Victims' Rights Week April 19-25, 2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution No. 2026/XXX proclaiming April 19th through April 25th, 2026 as National Crime Victims' Rights Week in promotion of victims' rights and to recognize crime victims and those who advocate on their behalf, as recommended by the District Attorney.

FISCAL IMPACT:
None

BACKGROUND:
In April 1981, President Ronald Reagan proclaimed the first national "Crime Victims Week." National Crime Victims' Rights Week offers an opportunity to renew our commitment to crime victims by strengthening our partnerships and creating new ones, upholding the constitutional mandates of Marsy's Law and mobilizing organizations and their leaders to continue the commitment to crime victims and the safety of our community. This year's theme is "Listen. Act. Advocate. Protect Victims, serve communities" which is a call to action to recognize and support victims of crime. Victims' Rights Week recognizes prosecutors, support staff, law enforcement, crime victims and community members who have overcome so much to make our community safer.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF National Crime Victims' Rights Week 2026

WHEREAS, the term “victim” is more than just a label and has legal standing and protections that go along with it under Marsy’s Law;

Whereas crime victims’ rights acts passed here in California and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;

Whereas crime affects individuals, families and communities in profound and varied ways, often leaving lasting physical, emotional and social challenges;

Whereas the right to provide an impact statement ensures that victims’ voices are considered in court during the sentencing and, when applicable, restitution is ordered;

Whereas including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust;

Whereas engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

Whereas the concept of protecting victims and serving communities underscores the need for victim centered processes and highlights the shared strength among survivors;

Whereas National Crime Victims’ Rights Week provides an opportunity to recommit to respecting the experience of crime survivors in every space where decisions are made that could impact them; and

Whereas Contra Costa County is hereby dedicated to amplifying the voices of victims and creating an environment where victims have the confidence that they will be heard, believed, and supported.

NOW, THEREFORE, BE IT RESOLVED: the Board of Supervisors proclaims the week of April 19th -25th,

2026 as National Crime Victims' Rights Week, reaffirming the County's commitment to creating a victim service and criminal justice system response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find victim-centered assistance, support, justice, and peace.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-112 **Agenda Date:** 4/14/2026 **Agenda #:** C.15.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Proclaim April 2026 as Child Abuse Prevention Month

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution declaring April 2026 as Child Abuse Prevention Month in Contra Costa County, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
There will be no fiscal impact for this action.

BACKGROUND:
April is Child Abuse Prevention Month, a time to come together to promote the well-being of children, strengthen families, and elevate prevention-focused efforts across California.. Throughout the year in Contra Costa County, the Child Abuse Prevention Council, EHSD, and community partners promote awareness of the issue and work together to support child and family well-being by implementing effective strategies that support families and prevent child abuse and neglect.

The 2026 statewide theme, **"Strong Families, Safe Futures,"** underscores that when families are supported and empowered, children thrive and communities experience long-term well-being. The tagline, "When we care together, families thrive," reiterates our shared responsibility and the power of collective action and community connection.

Community members can further show support for child abuse prevention by wearing blue on Friday, April 10, 2026. Blue represents hope and solidarity for children and families.

CONSEQUENCE OF NEGATIVE ACTION:
Contra Costa County will not recognize Child Abuse Prevention Month and leverage the opportunity to increase awareness.

CHILDREN'S IMPACT STATEMENT:

This resolution supports all five 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."

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming April 2026 as Child Abuse Prevention Month in Contra Costa County:

WHEREAS, child abuse and neglect affect children of all ages, races, and income, and it is our collective responsibility to provide support to families, caregivers, and community members who can help prevent child maltreatment and ensure early intervention; and

WHEREAS, every child deserves to grow up in a safe, nurturing environment free from abuse, neglect, and exploitation, and

WHEREAS, the 2026 theme for Child Abuse Prevention Month is "Strong Families, Safe Futures," promoting the well-being of children, strengthened families, and elevated prevention-focused efforts, and underscoring that when families are supported and empowered, children thrive and communities experience long-term well-being; and

WHEREAS, in Contra Costa County, the Child Abuse Prevention Council (CAPC) and Child Protective Services (CPS), a program of Children & Family Services (CFS) within the Employment & Human Services Department (EHSD), collaborate to continue protecting children through preventive services, response, intervention, and investigation; and

WHEREAS, during Fiscal Year 2024-25, the number of reports to the CPS hotline in Contra Costa County was 20,540 with timely completion of CPS investigations occurring 97% of the time, higher than the state average, and, during the same year, CFS coordinated services for 842 children in foster care or guardianship, and had 1,237 open cases; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families, and these collaborations help eliminate child maltreatment, giving our children hope, security, and safety.

NOW, THEREFORE, BE IT RESOLVED, that the Contra Costa County Board of Supervisors hereby proclaims April 2026 as Child Abuse Prevention Month, urging all residents, community organizations, educators, healthcare professionals, law enforcement agencies, and government officials to dedicate themselves to improving the quality of life for all children and families, and to prevent child abuse in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-113 **Agenda Date:** 4/14/2026 **Agenda #:** C.16.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: Click or tap here to enter text.ADOPT Resolution No. 2026- to recognize and celebrate the 100th Anniversary of the Martinez Kiwanis Club, as recommended by Supervisor Scales-Preston and Supervisor Carlson.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution No. 2026- to recognize and celebrate the 100th Anniversary of the Martinez Kiwanis Club.

FISCAL IMPACT:

N/A

BACKGROUND:

Founded in 1926, the Kiwanis Club of Martinez has served the community for 100 years as a dedicated volunteer organization committed to improving the lives of children and families. As part of Kiwanis International, a global organization focused on community service and youth development, the Martinez chapter has played a vital role in supporting local initiatives that promote education, leadership, and civic engagement.

Throughout its century of service, the Kiwanis Club of Martinez has contributed to numerous community programs, events, and partnerships that have strengthened the social fabric of the City of Martinez. The organization has supported youth through scholarships, mentorship opportunities, and sponsorship of service leadership programs, while also participating in community improvement efforts and charitable activities that benefit residents of all ages.

The 100th Anniversary of the Kiwanis Club of Martinez represents a significant milestone and provides an opportunity to recognize the organization’s longstanding commitment to service, its positive impact on the community, and the many volunteers who have dedicated their time and efforts over the past century. Celebrating this achievement honors both the club’s historical contributions and its continued role in fostering community spirit and service in Martinez.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this item would result in the 100th Anniversary of the Kiwanis Club of Martinez not being formally recognized by the board.

The Board of Supervisors of Contra Costa County, California

A RESOLUTION CELEBRATING THE 100TH ANNIVERSARY OF THE KIWANIS CLUB OF MARTINEZ AND COMMENDING A CENTURY OF SERVICE TO THE COMMUNITY

WHEREAS, the Kiwanis Club of Martinez celebrates its 100th Anniversary in 2026, marking a century of dedicated service to the residents of Martinez and the broader Contra Costa County community;

WHEREAS, founded in 1926, the Kiwanis Club of Martinez has been an integral part of the civic life of Martinez, contributing to the growth, resilience, and well-being of the community through consistent volunteerism and service;

WHEREAS, as a member of Kiwanis International, the Club is part of a worldwide network of volunteers committed to improving the lives of children and strengthening communities through service, leadership, and partnership;

WHEREAS, over the past century, the Kiwanis Club of Martinez has supported a wide range of local initiatives, including youth leadership programs, educational scholarships, community events, and service projects that uplift families and promote civic pride;

WHEREAS, the Club has played a vital role in mentoring young people and fostering the next generation of community leaders by encouraging values of service, responsibility, and leadership through programs that engage youth in meaningful ways;

WHEREAS, the Kiwanis Club of Martinez has collaborated with schools, local organizations, and community partners to address evolving community needs, demonstrating adaptability and a sustained commitment to public service;

WHEREAS, the contributions of Kiwanis members-past and present-reflect a deep and enduring spirit of volunteerism, generosity, and dedication that has had a lasting and positive impact throughout Contra Costa County;

WHEREAS, the Club's century of service represents not only a significant organizational milestone but also a legacy of community investment that continues to benefit residents and strengthen the social fabric of the region;

WHEREAS, the celebration of this centennial anniversary offers an opportunity to honor the history, achievements, and ongoing contributions of the Kiwanis Club of Martinez, while inspiring continued service for future generations;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby celebrates and congratulates the Kiwanis Club of Martinez on the occasion of its 100th Anniversary and expresses its deep appreciation for a century of outstanding service, leadership, and commitment to the

community;

File #: RES 2026-114 **Agenda Date:** 4/14/2026 **Agenda #:** C.17.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing Muslim Appreciation and Awareness Month - April 2026.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution recognizing Muslim Appreciation and Awareness Month - April 2026

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognizing Muslim Appreciation and Awareness Month - April 2026

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF *MUSLIM APPRECIATION AND AWARENESS MONTH - APRIL 2026*

WHEREAS, freedom of religion is an enshrined right and principle in this nation, which has molded much of the laws and ethics we uphold; and

WHEREAS, enriched by a remarkable tapestry of unique cultures, faiths, and traditions, Contra Costa County has long demonstrated a steadfast commitment to supporting individual religious freedoms and is strengthened by the rich diversity of its residents, including those who practice Islam; and

WHEREAS, Muslims have been part of U.S. history before its founding, contributing to the building of the nation's infrastructure, economy, and culture, as well as playing pivotal roles in advancing the civil rights movement; and

WHEREAS, more than 250,000 Muslims reside in the Bay Area, including over 11,000 in Contra Costa County, enriching our community with their culture and service; and

WHEREAS, American Muslims represent a rich mosaic of ethnicities and backgrounds and contribute meaningfully across all sectors of society-including healthcare, education, business, public service, science, technology, and the arts; and

WHEREAS, Muslims across our county serve as doctors, teachers, lawyers, entrepreneurs, and public servants, strengthening our economy and embodying the values of hard work, innovation, and compassion; and

WHEREAS, Muslim youth are increasingly active in civic life, education, and leadership, reflecting a deep commitment to shaping a more just, inclusive, and forward-thinking society; and

WHEREAS, mosques, Islamic centers, and Muslim-led organizations throughout the country-including local institutions such as the San Ramon Valley Islamic Center-provide vital community services which benefit people of all faiths and upbringings, including food and financial assistance, disaster relief, environmental stewardship, and educational outreach; and

WHEREAS, acknowledging the contributions and experiences of American Muslims helps combat harmful stereotypes, fosters understanding, strengthens the unity of our shared community, and celebrates the vast array of invaluable contributions of American Muslims in Contra Costa County and extends to them the respect and camaraderie every American deserves; and

NOW, THEREFORE, BE IT RESOLVED*,* that the County Board of Supervisors does hereby recognize April as Muslim Appreciation and Awareness Month and calls upon the people of the County of Contra Costa to observe this month with relevant programs, activities, and reflections to create a more inclusive, just, and prosperous community for all.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-115 **Agenda Date:** 4/14/2026 **Agenda #:** C.18.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: RECOGNIZE and CELEBRATE the 150th anniversary of the incorporation of the City of Martinez.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECOGNIZE and CELEBRATE the 150th anniversary of the incorporation of the City of Martinez.

FISCAL IMPACT:

None.

BACKGROUND:

The City of Martinez celebrates the 150th anniversary of its incorporation on April 1, 2026, providing an opportunity to reflect on the people, stories, and cultural influences that have shaped the community into the city it is today.

The origins of Martinez trace back to Don Ygnacio Martinez, the Mexican military commander whose 1824 land grant laid the foundation for the settlement that would later become the incorporated City of Martinez in 1876. The City's early growth was fueled by its waterfront, which emerged as a hub of commerce, ferry travel, and industry, drawing new residents and contributing to the vitality of both the City and the broader region.

Martinez's cultural legacy is reflected in its heritage as an Italian fishing community, the conservation leadership of John Muir, the legacy of baseball legend Joe DiMaggio, and its celebrated claim as the birthplace of the martini, each contributing to the rich cultural identity of the Bay Area.

Martinez's evolution into the county seat of Contra Costa County has positioned it as a center of governance, public service, and civic life, playing a vital role in shaping regional policy, community development, and public engagement.

This milestone anniversary invites residents, visitors, and all who value Martinez to celebrate its achievements, honor its history, and look forward to a vibrant and inclusive future.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this item would result in the 150th anniversary of the incorporation of the City of Martinez not being formally recognized by the Board.

IN THE MATTER OF CELEBRATING THE 150TH ANNIVERSARY OF THE INCORPORATION OF THE CITY OF MARTINEZ AND COMMEMORATING ITS PAST, PRESENT, AND FUTURE

WHEREAS, the City of Martinez celebrates the 150th anniversary of its incorporation on April 1, 2026, providing an opportunity to reflect on the people, stories, and cultural influences that have shaped the community; and

WHEREAS, the origins of Martinez trace back to Don Ygnacio Martinez, a Mexican military commander whose 1824 land grant laid the foundation for the community that would later incorporate as the City of Martinez in 1876; and

WHEREAS, the City's early growth was driven by its waterfront, which served as a hub of commerce, ferry travel, and industry, contributing to the development of the region; and

WHEREAS, Martinez's cultural legacy includes its heritage as an Italian fishing community, the conservation leadership of John Muir, the legacy of baseball legend Joe DiMaggio, and its widely recognized association as the birthplace of the martini, all of which contribute to its unique identity; and

WHEREAS, Martinez's role as the County seat of Contra Costa County has established it as a center of governance, public service, and civic engagement; and

WHEREAS, this milestone anniversary provides an opportunity to celebrate the City's achievements, honor its history, and recognize its continued growth and future;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby celebrates the 150th anniversary of the incorporation of the City of Martinez and commemorates its past, present, and future.

File #: RES 2026-116 **Agenda Date:** 4/14/2026 **Agenda #:** C.19.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution Honoring The Moraga Lions Club for Its Outstanding Service and Community Impact.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution Honoring The Moraga Lions Club for Its Outstanding Service and Community Impact.

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution Honoring The Moraga Lions Club for Its Outstanding Service and Community Impact.

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RESOLUTION HONORING THE MORAGA LIONS CLUB FOR ITS OUTSTANDING SERVICE AND COMMUNITY IMPACT

WHEREAS, the Moraga Lions Club, established in 1956, has demonstrated a longstanding commitment to serving the Moraga community and surrounding areas through volunteerism, philanthropy, and civic engagement; and

WHEREAS, the Moraga Lions Club continues to play a vital role in enriching community life by organizing and supporting local events, including the annual Pear Festival, Commons Concerts, the Moraga Commons Halloween Party, and partnerships with local fire departments and community service initiatives; and

WHEREAS, the Club has shown exceptional dedication to supporting youth, seniors, and families through scholarships, student recognition programs, leadership development via Leo Clubs, and service projects benefiting vulnerable populations; and

WHEREAS, the Moraga Lions Club actively contributes to regional and global causes through charitable giving, with over $51,000 in donations in 2025 supporting a wide range of organizations, including those focused on health, education, disability services, and humanitarian relief; and

WHEREAS, the Club's members have demonstrated compassion and hands-on service through initiatives such as Warm Winter Nights, community service projects, blood drives, and support for veterans and underserved individuals; and

WHEREAS, the Moraga Lions Club launched its innovative and impactful Lions Closet of Lamorinda program in 2025, partnering with local realtors to repurpose household goods, reduce waste, and distribute essential items to charitable organizations, thereby benefiting both the environment and the community; and

WHEREAS, this program has already resulted in the successful cleanout of dozens of homes, the diversion of usable goods from landfills, and meaningful support for nonprofit organizations and families in need, earning

recognition and commendation at the state level as a model for replication; and

WHEREAS, the Moraga Lions Club exemplifies the spirit of service, collaboration, and generosity, making a lasting and positive impact on the quality of life in Moraga, Lamorinda, and beyond;

Now, therefore be it resolved that the Board of Supervisors of Contra Costa County does hereby honor and congratulate

Moraga Lions Club

for decades of dedicated service, innovative programs, and unwavering commitment to improving the lives of others.

File #: RES 2026-117 **Agenda Date:** 4/14/2026 **Agenda #:** C.20.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution Honoring Ken Abrams upon his retirement from the Danville Girls Chorus

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution Honoring Ken Abrams upon his retirement from the Danville Girls Chorus

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution Honoring Ken Abrams upon his retirement from the Danville Girls Chorus

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RESOLUTION HONORING KEN ABRAMS UPON HIS RETIREMENT FROM THE DANVILLE GIRLS CHORUS

WHEREAS, Ken Abrams has dedicated 34 years of exceptional leadership, artistry, and service as Director of the Danville Girls Chorus, enriching the lives of countless young singers and their families; and

WHEREAS, prior to and during his tenure with the Danville Girls Chorus, Ken Abrams served as a dedicated music educator at San Ramon Valley High School, where he inspired and mentored generations of student musicians through his commitment to excellence in choral music education; and

WHEREAS, his years of teaching at San Ramon Valley High School reflected his deep passion for developing young talent, fostering a strong foundation in musical literacy, performance skills, and lifelong appreciation for the arts; and

WHEREAS, the Danville Girls Chorus, founded in 1993, was established to provide young singers in the San Ramon Valley with high-quality choral training and performance opportunities, and has since grown into a premier youth chorus serving hundreds of girls across multiple ensemble levels each year; and

WHEREAS, under his direction, the Danville Girls Chorus has flourished into a highly respected choral program known for its musical excellence, strong educational foundation, and commitment to developing confidence, discipline, and creativity in young performers; and

WHEREAS, Ken Abrams has inspired generations of students through his passion for music, mentorship, and unwavering belief in the potential of every child, leaving a lasting impact far beyond the stage; and

WHEREAS, his leadership has fostered a supportive and inclusive environment where young voices are empowered, lifelong friendships are formed, and a deep appreciation for the arts is cultivated; and

WHEREAS, throughout his tenure, Ken Abrams has strengthened the cultural fabric of the community by sharing the gift of music through performances, regional and international tours, and collaborations that have brought joy and inspiration to audiences near and far; and

WHEREAS, his legacy will endure through the many lives he has touched, the traditions he has built, and the continued success of the Danville Girls Chorus;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby

recognizes and honors

Ken Abrams

for his 34 years of outstanding service, dedication, and contributions to the community, and extends its deepest gratitude and best wishes for a fulfilling and joyful retirement.

File #: RES 2026-118 **Agenda Date:** 4/14/2026 **Agenda #:** C.21.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing Moraga Citizen Of The Year Ana Moon

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution recognizing Moraga Citizen of The Year Ana Moon

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognizing Moraga Citizen Of The Year Ana Moon

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RESOLUTION RECOGNIZING MORAGA

CITIZEN OF THE YEAR ANA MOON

WHEREAS, the Moraga Citizen of the Year Committee has recognized Ana Moon as Moraga's 46th honoree of this highest honor, celebrating her outstanding volunteer contributions to the Town of Moraga; and

WHEREAS, a product of Northern California public schools, Ana is a strong believer that every child deserves access to an excellent public education. Since moving to Moraga in 2010, she has been an active volunteer in local schools and the community. Ana holds a Bachelor of Science in Business Administration from Georgetown University and a Juris Doctor from UC Berkeley School of Law, reflecting her strong academic foundation and commitment to excellence; and

WHEREAS, Ana is widely known throughout the Moraga community for her exceptional leadership and service in local Parent Teacher Associations (PTAs), the Moraga Education Foundation (MEF), the Town of Moraga 50th Anniversary celebration, and community safety initiatives; and

WHEREAS, for nearly a decade, Ana has dedicated herself to the Moraga Education Foundation, serving in multiple volunteer leadership roles including President, Recording Secretary, and Director of Communications; and

WHEREAS, through her passion, vision, and expertise, Ana has helped raise millions of dollars in support of Moraga's public schools, significantly strengthening educational opportunities for local students; and

WHEREAS, in 2024, Ana provided exemplary leadership in guiding the Measure D campaign, which successfully secured $52 million in funding for critical school infrastructure improvements; and

WHEREAS, Ana played an integral role in the Town of Moraga's 50th Anniversary celebration, helping to organize community events including a parade, time capsule, and commemorative light pole banners; and

WHEREAS, Ana conceived and brought to life a remarkable Community Cookbook featuring hundreds of recipes submitted by Moraga residents and local officials, including Supervisor Andersen, which also included historical reflections, creating both a cherished community keepsake and an important fundraising success for the anniversary celebration; and

WHEREAS, in 2015, during community discussions on gun safety, Ana demonstrated courageous, thoughtful, and collaborative leadership that contributed to the Moraga Town Council's decision to adopt a gun safe storage ordinance; and

WHEREAS, Ana is distinguished by her unique ability to identify community needs, engage stakeholders, and mobilize collaborative solutions with creativity, inspiration, and deep knowledge of community building; and

WHEREAS, Ana is a devoted mother to two children, Andy, a second-year student at the University of Puget Sound, and Abigail, an 8th-grade student at Joaquin Moraga Intermediate School; and

WHEREAS, Ana has a passion for needlepoint and has created many beautiful and meaningful pieces for family and friends, often spending her free time with needle in hand, lovingly crafting special projects that reflect her creativity and care; and

WHEREAS, Ana and her husband, Eric, also an attorney, have proudly called Moraga home since 2010, contributing to the fabric and vitality of the community.

Now, therefore be it resolved that the Board of Supervisors of Contra Costa County does hereby honor

Ana Moon

as Moraga's 46th Citizen of the Year, expressing profound gratitude for her extraordinary service, leadership, and enduring contributions to the Moraga community.

DIANE BURGIS
District III Supervisor, Chair

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
District V Supervisor

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-119 **Agenda Date:** 4/14/2026 **Agenda #:** C.22.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: ADOPT resolution recognizing Symone Jewell as the 2026 Youth Hall of Fame Awardee for Teamwork as recommended by Supervisor Carlson.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT resolution recognizing Symone Jewell as the 2026 Youth Hall of Fame Awardee for Teamwork.

FISCAL IMPACT:
NONE

BACKGROUND:
See resolution for text

CONSEQUENCE OF NEGATIVE ACTION:
NONE

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing Symone Jewell as the 2026 Youth Hall of Fame Awardee for Teamwork

WHEREAS, Symone Jewell, a Junior at Northgate High School, is an exceptional student whose dedication to academic excellence is reflected in her outstanding 4.0 GPA, demonstrating discipline and a steadfast commitment to learning; and

WHEREAS, Symone has shown remarkable resilience in overcoming personal challenges while maintaining excellence in both her academic and athletic pursuits; and

WHEREAS, Symone is deeply committed to serving her community through volunteer efforts with her church, local food bank, and the Richmond Homeless Center, showing compassion, leadership and a strong sense of civic responsibility; and

WHEREAS, Symone serves with distinction as a Cadet with Contra Costa Fire Protection District, demonstrating her dedication to public safety and her aspiration to serve others in times of need; and

WHEREAS, Symone has achieved success in athletics as a standout wrestler, earning recognition as one of the top competitors in the state and nation, currently ranked 2nd in California and 6th nationally; and

WHEREAS, Symone serves as Captain of the Women's Wrestling Team at Northgate High School, where she leads by example, mentors younger teammates, and fosters a culture of excellence, teamwork, and perseverance; and

WHEREAS, Symone's achievements and character embody the highest ideals of leadership, service, and integrity, inspiring her peers and community alike.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Symone Jewell as the 2026 Youth Hall of Fame Awardee for Teamwork, and commend her for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-120 **Agenda Date:** 4/14/2026 **Agenda #:** C.23.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: ADOPT Resolution recognizing Claire Cho as the 2026 Youth Hall of Fame Awardee for Volunteerism, Rising Star.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing Claire Cho as the 2026 Youth Hall of Fame Awardee for Volunteerism, Rising Star.

FISCAL IMPACT:
NONE

BACKGROUND:
See resolution text

CONSEQUENCE OF NEGATIVE ACTION:
NONE

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing Claire Cho as the 2026 Youth Hall of Fame Awardee for Volunteerism, Rising Star

WHEREAS, Claire Cho, 8th grade student at Foothill Middle School, exemplifies generosity and an extraordinary dedication to serving others, completing more than 489 hours of volunteer work in support of her community, and

WHEREAS, Claire has contributed her time and talents to numerous organizations, including the Walnut Creek Korean School, Junior Athletes for Community, local food banks, homeless shelters, JiSung Taekwondo programs, and the Contra Costa United Methodist Church, demonstrating a commitment to uplifting those in need; and

WHEREAS, Claire goes above and beyond in her service by using her own allowance to purchase gifts and essential items for children and families, reflecting a deep level of compassion and selflessness; and

WHEREAS, Claire inspires her peers and strengthens her community through her unwavering dedication to helping others, serving as a shining example of kindness, leadership, and civic responsibility.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Claire Cho as the 2026 Youth Hall of Fame Awardee for Volunteerism Rising Star, and commend her for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers' Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-121 **Agenda Date:** 4/14/2026 **Agenda #:** C.24.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: ADOPT Resolution recognizing Pablo Cabrera as the 2026 Youth Hall of Fame Awardee for Teamwork, Rising Star.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing Pablo Cabrera as the 2026 Youth Hall of Fame Awardee for Teamwork, Rising Star

FISCAL IMPACT:
NONE

BACKGROUND:
See resolution text

CONSEQUENCE OF NEGATIVE ACTION:
NONE

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing Pablo Cabrera as the 2026 Youth Hall of Fame Awardee for Teamwork, Rising Star

WHEREAS, Pablo Cabrera, a 6th grade student at El Dorado Middle School, is an exceptional young leader whose actions reflect maturity, initiative, and a deep sense of responsibility to his school community; and

WHEREAS, Pablo was selected by his peers to serve on his school's Principal Leadership Team, where he collaborates with school administrators to analyze data, strengthen school culture, and represent the student voice with thoughtfulness and integrity; and

WHEREAS, Pablo demonstrated extraordinary initiative by translating the district's Local Control and Accountability Plan (LCAP) goals into student-friendly language, empowering his peers to better understand and engage with their school's vision and priorities; and

WHEREAS, Pablo is widely respected by staff and students alike for his insight, compassion, and commitment to civic responsibility, consistently leading by example and encouraging others to participate; and

WHEREAS, Pablo's leadership has made a meaningful and lasting impact on his school community, inspiring others through his dedication and collaborative spirit.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Pablo Cabrera as the 2026 Youth Hall of Fame Awardee for Teamwork Rising Star, and commend him for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers' Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-122 **Agenda Date:** 4/14/2026 **Agenda #:** C.25.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: ADOPT Resolution recognizing Soraya Dang as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement, Rising Star

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing Soraya Dang as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement, Rising Star

FISCAL IMPACT:
NONE

BACKGROUND:
See resolution text

CONSEQUENCE OF NEGATIVE ACTION:
NONE

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing Soraya Dang as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement, Rising Star

WHEREAS, Soraya Dang, 7th grade student at Pleasant Hill Middle School, is an outstanding student leader and the founder and president of her school's Community Service Club, which she established to create meaningful opportunities for students to improve both their campus and the surrounding community; and

WHEREAS, Soraya has led impactful initiatives including a campus beautification project, a school-wide food drive that collected hundreds of pounds of food for local families, and a Kindness Challenge that encouraged students to support and uplift one another; and

WHEREAS, Soraya continues to demonstrate visionary leadership by developing a program designed to support incoming 6th grade students as they transition into middle school, fostering a welcoming and inclusive environment; and

WHEREAS, Soraya exemplifies leadership through her initiative, compassion, and ability to mobilize her peers to take action, creating lasting and positive change within her school community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Soraya Dang as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement Rising Star, and commend her for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers' Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

Staff Report

File #: RES 2026-123 **Agenda Date:** 4/14/2026 **Agenda #:** C.26.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Recognizing Adya Gupta as the 2026 Contra Costa County Student Humanitarian For Innovation and Empowerment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Recognizing Adya Gupta as the 2026 Contra Costa County Student Humanitarian For Innovation and Empowerment

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Recognizing Adya Gupta as the 2026 Contra Costa County Student Humanitarian For Innovation and Empowerment

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RECOGNIZING ADYA GUPTA AS THE 2026 CONTRA COSTA COUNTY STUDENT HUMANITARIAN FOR INNOVATION AND EMPOWERMENT

WHEREAS, the Contra Costa County Board of Supervisors proudly recognizes outstanding youth whose leadership, compassion, and civic engagement strengthen communities throughout Contra Costa County; and

WHEREAS, Adya Gupta, a junior at Dougherty Valley High School, has demonstrated exceptional initiative and dedication to community service through innovative programs that empower both youth and seniors; and

WHEREAS, Adya is the founder of Impactt Kids, a nonprofit organization that empowers young people to create meaningful community change through technology, education, and service; and

WHEREAS, inspired by her grandmother's experience with scam calls, Adya launched initiatives to educate and protect seniors from fraud while restoring their confidence and trust; and

WHEREAS, through partnerships with organizations including Choice in Aging and Contra Costa Senior Legal Services, Adya has led scam-awareness workshops, educational programs, and community outreach efforts benefiting seniors and underserved populations; and

WHEREAS, what began as a local effort has grown into a broader movement reaching communities across the United States and internationally, inspiring youth volunteers to engage in service and civic leadership; and

WHEREAS, Adya's work focuses on expanding access to education and opportunity through programs in computer science, debate, fraud awareness, and intergenerational support, ensuring these programs are available at no cost so they remain accessible to all; and

WHEREAS, her leadership and impact have earned recognition from Mark DeSaulnier, Member of the United States House of Representatives, as well as national and international recognition for her commitment to service; and

WHEREAS, Adya Gupta exemplifies the spirit of innovation, compassion, and empowerment that inspires others to create positive change in their communities;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby

recognizes and congratulates

Adya Gupta

For being named the **2026 Contra Costa County Student Humanitarian for Innovation and Empowerment**, and commends her for her outstanding leadership, dedication to service, and commitment to improving the lives of others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-124 **Agenda Date:** 4/14/2026 **Agenda #:** C.27.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: ADOPT Resolution in the matter of: Recognizing Amadeus Castillo as the 2026 Youth Hall of Fame Awardee for Good Samaritan.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution in the matter of: Recognizing Amadeus Castillo as the 2026 Youth Hall of Fame Awardee for Good Samaritan.

FISCAL IMPACT:
None.

BACKGROUND:
None.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF: Recognizing Amadeus Castillo as the 2026 Youth Hall of Fame Awardee for Good Samaritan

WHEREAS, Amadeus Castillo is a dedicated and compassionate student who has demonstrated exceptional volunteerism and leadership through his various contributions to his school, local community, and beyond; and

WHEREAS, academically, Amadeus is a high-achieving student and has earned Honor Roll. He is member of Latinos Unidos, a cultural club at Freedom High School. He has shown an unwavering commitment to his school by leading fundraisers, providing resources to support cultural scholarships and student interactions, and participation within the campus community; and

WHEREAS, he is also a part of the Antioch Teen Council. He has tutored math and English to middle and high school student. Recognizing a critical need among multilingual students, he took the initiative to create a support program to help reduce failing grades; and

WHEREAS, in addition, he has volunteered with Global Glimpse, which helps build schools and homes in underserved communities while developing global awareness and leadership skills; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County does hereby recognize Amadeus Castillo as the 2026 Youth Hall of Fame Awardee for Good Samaritan for his longstanding dedication and contributions to those he serves in his school, community and beyond.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-125 **Agenda Date:** 4/14/2026 **Agenda #:** C.28.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: ADOPT Resolution in the matter of: Recognizing Camilla Rodriguez Cantwell as the 2026 Youth Hall of Fame Rising Star Awardee for Perseverance

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution in the matter of: Recognizing Camilla Rodriguez Cantwell as the 2026 Youth Hall of Fame Rising Star Awardee for Perseverance

FISCAL IMPACT:
None.

BACKGROUND:
None.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF Recognizing Camilla Rodriguez Cantwell as the 2026 Youth Hall of Fame Rising Star Awardee for Perseverance

WHEREAS, Camilla Cantwell is a dedicated and compassionate student who has demonstrated strong leadership, and resilience through her various contributions to her school, local community, and beyond; and

WHEREAS, with remarkable composure and professionalism, Camilla has taken initiative in recognizing emergency situations and promptly contacted emergency assistance by contacting 911; and

WHEREAS, despite the challenges she has encountered, she consistently demonstrated academic excellence by maintained Honor Roll status. Camilla is a member of the Kindness Club and the T.U.P.E Club (Tobacco Use Prevention Education), where she dedicates her lunchtime to educating fellow students about tobacco prevention and encouraging healthy decision-making. She is also actively involved in the school band; and

WHEREAS, in addition, she is dedicated in community service, generously volunteering with her Girl Scout Troop and the Discovery Bay Lions Club. Through these organizations, she has contributed to events such as the Special Needs Carnival, Thanksgiving meals for families in need, Cocoa with Santa, and many other meaningful and heartwarming community initiatives; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County does hereby recognize Camilla Rodriguez Cantwell as the 2026 Youth Hall of Fame Rising Star Awardee for Perseverance for her longstanding dedication, compassion, and contributions to those she serves in her school, community and beyond**.**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-126 **Agenda Date:** 4/14/2026 **Agenda #:** C.29.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: ADOPT Resolution in the matter of: Recognizing Samantha Pedraza- Lindsey as the 2026 Youth Hall of Fame Rising Star Awardee for Innovation & Empowerment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution in the matter of: Recognizing Samantha Pedraza- Lindsey as the 2026 Youth Hall of Fame Rising Star Awardee for Innovation & Empowerment

FISCAL IMPACT:
None.

BACKGROUND:
None.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF: Recognizing Samantha Pedraza- Lindsey as the 2026 Youth Hall of Fame Rising Star Awardee for Innovation & Empowerment

WHEREAS, Samantha Pedraza- Linsey is compassionate, motivated, and a supportive individual who continually looks for ways to assist others. Her warm and welcoming demeanor fosters a positive environment for those around her; and

WHEREAS, she demonstrates exceptional teamwork academically and socially. Samantha excels academically and is equally committed to helping those around her succeed; and

WHEREAS, Samantha demonstrates leadership, respect and collaboration in working with her peers, providing guidance to help them understand and succeed in their assignments; and

WHEREAS, she actively listens to others, values diverse perspectives and approaches challenges with a collaborative and constructive mindset; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County does hereby recognize Samantha Pedraza- Lindsey as the 2026 Youth Hall of Fame Rising Star Awardee for Innovation and Empowerment for her longstanding dedication, teamwork and leadership, to those she serves in her school, community and beyond.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-127 **Agenda Date:** 4/14/2026 **Agenda #:** C.30.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: Resolution for Eden Rosekind, Youth Hall of Fame Awardee for Rising Star, Good Samaritan.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing Eren Rosekind as the awardee for the 2026 Youth Hall of Fame, Rising Star: Good Samaritan Award

FISCAL IMPACT:
None

BACKGROUND:
Each year, the Contra Costa County Board of Supervisors honors a group of students as part of the Youth Hall of Fame Awards during the 32nd Annual Farmworkers' Rights Movement Celebration.

CONSEQUENCE OF NEGATIVE ACTION:
Eren Rosekind will not be recognized at the annual ceremony to honor a group of students as part of the Youth Hall of Fame Awards

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing Eden Rosekind as the 2026 Youth Hall of Fame Awardee for Rising Star, Good Samaritan

WHEREAS, Eden Rosekind, a Homeschooled seventh grader, has exemplified the qualities of leadership, good samaritan, and commitment to youth empowerment during her time as a community leader; and

WHEREAS, Eden's involvement encompasses a broad spectrum of initiatives, including contributions at the RYSE Youth Center, volunteering at Contra Costa homelessness awareness events, assembling hygiene kits for unhoused individuals, and supporting brunches for young parents through Monument Impact; and

WHEREAS, Eden demonstrated her leadership by founding and leading a graphic novel group, "for kids, by kids," which encourages young readers to explore literary themes and express themselves. Her leadership in local libraries at the age of eight has enriched programs and cultivated a welcoming environment for youth; and

WHEREAS, regardless of location, Eden consistently gives back to every community she becomes part of, offering support for children and care for horses, and a genuine commitment to the diverse communities she serves; and

WHEREAS, Eden passionately advocates at the Contra Costa County Board of Supervisor meetings to ensure that young people are heard and represented. Eden Rosekind is an extraordinary young leader whose dedication to community service and youth empowerment has positively touched many lives; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby recognizes Eden Rosekind as the recipient of the 2026 Youth Hall of Fame Award for Rising Star, Good Samaritan. Honoring her embodiment of the principles of service, integrity, kindness, activism, and leadership exemplified by the leaders of the Farmworkers Rights Movement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-128 **Agenda Date:** 4/14/2026 **Agenda #:** C.31.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: Resolution recognizing Morriah Crose as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Adopt Resolution recognizing Morriah Crose as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement.

FISCAL IMPACT:

N/A

BACKGROUND:

Morriah Crose is Junior at Pittsburg High School

CONSEQUENCE OF NEGATIVE ACTION:

N/A

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing Morriah Crose as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement

WHEREAS, Morriah Crose, a junior at Pittsburg High School, has demonstrated exceptional leadership, advocacy, and dedication to civic engagement through her service to her school, city, and peers; and

WHEREAS, Morriah has served as a Commissioner on the City of Pittsburg's Youth Advisory Commission, where she has provided valuable youth voice and perspective to the Pittsburg City Council while representing the interests and concerns of young people in her community; and

WHEREAS, Morriah has actively participated in the City of Pittsburg's Youth & Government program, where she has distinguished herself as a natural leader who supports and uplifts her peers while participating in a state -level government simulation designed to foster civic awareness and leadership skills; and

WHEREAS, Morriah made history for the City of Pittsburg by becoming the first participant from the city to receive a scholarship to attend the Youth & Government program, helping to open doors for future youth participants; and

WHEREAS, in recognition of her leadership and dedication, Morriah was elected to serve on the program's Supreme Court during the 2026 Youth & Government conference, demonstrating the trust and respect she has earned from her peers; and

WHEREAS, Morriah has shown remarkable commitment to advocacy through her work supporting youth-focused legislation, including a 2025 proposal to increase protections for students facing a 5150 mental health hold, raising awareness and mobilizing support among conference participants; and

WHEREAS, during that effort Morriah distributed more than 1,000 green and black ribbons representing social justice and mental health awareness**,** inspiring widespread participation among students, volunteers, and leaders throughout the conference; and

WHEREAS, Morriah's dedication to mental health advocacy led to her being recognized and hired by NAMI Contra Costa as a Youth Advocate at Pittsburg High School after sharing her passion and leadership with community partners; and

WHEREAS, Morriah continued her advocacy in 2026 by supporting legislation focused on incorporating

"Know Your Rights" and Immigration Law education into core curriculum classes, and despite the bill not advancing, she demonstrated perseverance by continuing to seek support from state legislators to bring the proposal forward; and

WHEREAS, Morriah's leadership, resilience, and commitment to civic participation exemplify the values of service, justice, and community empowerment; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Morriah Crose as the 2026 Youth Hall of Fame Awardee for Leadership & Civic Engagement, and commend her for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

File #: RES 2026-129 **Agenda Date:** 4/14/2026 **Agenda #:** C.32.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution Honoring Moraga Hardware and Lumber and Bill Snider for Outstanding Community Service and Business Leadership.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution Honoring Moraga Hardware and Lumber and Bill Snider for Outstanding Community Service and Business Leadership

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution Honoring Moraga Hardware and Lumber and Bill Snider for Outstanding Community Service and Business Leadership

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF RESOLUTION HONORING MORAGA HARDWARE AND LUMBER AND BILL SNIDER FOR OUTSTANDING COMMUNITY SERVICE AND BUSINESS LEADERSHIP

WHEREAS, Moraga Hardware & Lumber has been a trusted and enduring local business serving the Moraga community for over two decades, demonstrating resilience, strong business practices, and a steadfast commitment to quality service; and

WHEREAS, under the leadership of Bill Snider, who has owned and operated the business since May 2000, Moraga Hardware & Lumber has not only thrived through economic challenges, including the COVID-19 pandemic, but has remained a cornerstone of the local economy and community life; and

WHEREAS, Bill Snider, a Moraga resident since 1990, has exemplified a deep commitment to the community, raising his family locally and contributing his time, energy, and resources to numerous civic, educational, and youth-focused initiatives; and

WHEREAS, Moraga Hardware & Lumber has supported countless community events, school programs, scout projects, and local organizations, while also providing meaningful employment opportunities for local youth, including members of the neurodivergent community, helping develop valuable life and job skills; and

WHEREAS, Bill Snider has demonstrated outstanding leadership and volunteerism through his involvement with the Moraga Community Foundation, the Moraga Education Foundation, and Lafayette Moraga Youth Association sports, as well as key contributions to community projects; and through Moraga Hardware & Lumber and its adjacent store, "Across The Way," has consistently supported local schools, service organizations, and community groups, fostering a strong culture of giving; and

WHEREAS, Bill Snider is widely recognized as a welcoming and compassionate community member, a champion of local businesses, and a role model whose integrity, ethical business practices, and commitment to customer service have set a high standard in the community; and

WHEREAS, the mission and values of Moraga Hardware & Lumber reflect Bill Snider's dedication to

fostering a vibrant, connected, and supportive community in Moraga;

NOW, THEREFORE, BE IT RESOLVED, the Board of Supervisors of Contra Costa County does hereby honor and congratulate

Moraga Hardware and Lumber and Bill Snider

for outstanding contributions to the Moraga community, exemplary business leadership, and unwavering commitment to service.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-130 **Agenda Date:** 4/14/2026 **Agenda #:** C.33.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: Resolution recognizing Cesia Jesus Gonzalez as the 2026 Youth Hall of Fame Awardee for Perseverance.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

Adopt Resolution recognizing Cesia Jesus Gonzalez as the 2026 Youth Hall of Fame Awardee for Perseverance.

FISCAL IMPACT:

N/A

BACKGROUND:

Cesia Jesus Gonzalez is a sophomore at Oakland Technical High School.

CONSEQUENCE OF NEGATIVE ACTION:

N/A

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing Cesia Jesus Gonzalez as the 2026 Youth Hall of Fame Awardee for Perseverance

WHEREAS, Cesia Jesus Gonzalez, a Contra Costa County foster youth and dedicated student, has demonstrated outstanding leadership, perseverance, and commitment to civic engagement through her efforts to support her peers and strengthen her community; and

WHEREAS, Cesia has taken initiative at her high school by founding and leading a club for foster youth and their allies, creating a supportive space where students can connect, share experiences, and access peer encouragement and resources; and

WHEREAS, through this club, Cesia has worked to empower foster youth by fostering understanding, promoting awareness, and ensuring that students in foster care feel supported and represented within their school community; and

WHEREAS, beyond her school campus, Cesia has been actively involved with the Oakland Youth Commission, where youth leaders collaborate to advise the mayor and city officials on policies and issues that affect young people throughout Oakland; and

WHEREAS, as a member of the Oakland Youth Commission, Cesia has participated in community initiatives and volunteered at events, demonstrating her commitment to public service and youth advocacy; and

WHEREAS, Cesia has shown remarkable perseverance and resilience, overcoming the challenges associated with entering foster care at a young age while continuing to thrive academically and maintaining a grade point average above 3.5; and

WHEREAS, Cesia's academic curiosity and passion for storytelling have earned her acceptance into the Oaklandside Student Reporting Fellowship**,** a program designed to mentor students who are eager to learn the fundamentals of journalism and engage thoughtfully with their communities; and

WHEREAS, Cesia aspires to continue her education at a university after graduating from high school, further developing her leadership skills and commitment to advocacy and community engagement; and

WHEREAS, Cesia's determination, compassion, and dedication to uplifting others serve as an inspiration to her peers and reflect the power of youth leadership in shaping stronger communities; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Cesia Jesus Gonzalez as a 2026 Youth Hall of Fame Awardee for Perserverance, and commend her

for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-131 **Agenda Date:** 4/14/2026 **Agenda #:** C.34.

To: Board of Supervisors

From: Shanelle Scales-Preston, District V Supervisor

Report Title: ADOPT Resolution recognizing Marisela Villezcas as the 2026 Youth Hall of Fame Awardee for Volunteerism.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution recognizing Marisela Villezcas as the 2026 Youth Hall of Fame Awardee for Volunteerism.

FISCAL IMPACT:

N/A

BACKGROUND:

Marisela Villezcas is a Senior at Alhambra High School in Martinez, CA.

CONSEQUENCE OF NEGATIVE ACTION:

N/A

The Board of Supervisors of Contra Costa County, California

In the matter of recognizing Marisela Villezcas as the 2026 Youth Hall of Fame Awardee for Volunteerism

WHEREAS, Marisela Villezcas has demonstrated extraordinary dedication to community service and compassion through her volunteer work supporting families in need within the Martinez community; and

WHEREAS, Marisela began volunteering with the St. Catherine of Siena St. Vincent de Paul Food Pantry in 2020 as a seventh-grade student during the height of the COVID-19 pandemic, stepping forward to serve her community during a time of great uncertainty; and

WHEREAS, for more than six years, Marisela has consistently volunteered two to three Saturdays each month, dedicating hundreds of hours to assisting with food distribution and supporting neighbors experiencing food insecurity; and

WHEREAS, Marisela has demonstrated a deep commitment to service by prioritizing her volunteer work even during significant personal events, reflecting an extraordinary level of maturity and dedication to helping others; and

WHEREAS, Marisela plays an important role in ensuring all members of the community feel welcomed and supported through her bilingual abilities, frequently assisting Spanish-speaking families by translating during pantry check-in and distribution; and

WHEREAS, even in the fast-paced environment of serving dozens of households during each distribution, Marisela consistently demonstrates patience, kindness, and grace while supporting both the families being served and her fellow volunteers; and

WHEREAS, through her years of consistent service, compassion, and dedication, Marisela has become a trusted and valued volunteer who embodies the spirit of community service and inspires others to give back; and

NOW**,** THEREFORE**,** BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Marisella Villezcas as the 2026 Youth Hall of Fame Awardee for Volunteerism, and commend her for exemplifying the enduring values of service, integrity, kindness, activism, and leadership inspired by the Farmworkers Rights Movement and the many individuals who have dedicated their lives to advancing dignity, equity, and justice for others.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-132 **Agenda Date:** 4/14/2026 **Agenda #:** C.35.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Appointment Procedures for Independent and Advisory Bodies

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT a resolution amending governing requirements and policies for appointments to advisory and independent bodies.

FISCAL IMPACT:

No direct fiscal impact is associated with this action.

BACKGROUND:

In 2020, the Board of Supervisors approved Resolutions 2020/1 and 2020/2. Resolution 2020/1 pertained to advisory bodies and Resolution 2020/2 pertained to independent bodies. These resolutions provided a critical reference document on various policies for advisory and independent bodies. They delineated the appointment process for District and At-Large seats and aggregated various reporting requirements, such as the Annual Report and Triennial Review. The policies outlined in these resolutions form the basis for other resources, such as the advisory body handbook. Maintaining accurate policies and governing documents is critical to transparency and public participation in County government.

Over time, the lists of applicable bodies in both resolutions have evolved necessitating an updated resolution. Key updates include:

1) Combining the advisory and independent resolutions into one resolution that covers both types of bodies.
2) Updating the list of applicable advisory and independent bodies to account for various dissolutions and formations that have occurred, resulting in additions and deletions to the list.
3) Various administrative edits and formatting changes.

CONSEQUENCE OF NEGATIVE ACTION:

The outdated resolution will continue to be in effect, and the updated resolution will not be adopted.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF ADOPTING A POLICY GOVERNING APPOINTMENTS TO, FORMATION OF, AND REQUIREMENTS OF INDEPENDENT AND ADVISORY BOARDS, COMMITTEES , COMMISSIONS, AND SPECIAL DISTRICTS

WHEREAS, the Board of Supervisors makes appointments to boards, committees, and commissions that are advisory to and governed by the Board of Supervisors; and

WHEREAS, the Board of Supervisors makes appointments to independent and quasi-independent bodies not governed by the Board of Supervisors; and

WHEREAS, the Board of Supervisors wishes to encourage participation of interested members of the public in the course of decisions affecting this County; and

WHEREAS, a broad representation of existing concerns and views is desired; and

WHEREAS, the Board of Supervisors finds the appointment of members of the public to independent and advisory boards, commissions, or committees to be of value in promoting civic participation;

NOW, THEREFORE, BE IT RESOLVED that the following procedures governing the formation of, and appointments to boards, commissions, and committees that are advisory to the Board of Supervisors (hereinafter "advisory bodies") and independent and quasi-independent special districts, boards, commissions, and committees that are not governed by the Board of Supervisors (hereinafter "independent bodies") are adopted:

I. APPLICATION

A. The advisory bodies to which this Resolution applies are listed in Exhibit A, "Advisory Bodies", attached hereto.

B. The independent bodies to which this Resolution applies are listed in Exhibit B, "Independent and Quasi-Independent Bodies", attached hereto.

C. This Resolution supersedes Resolutions 2020/1 and 2020/2 in their entirety.

II. LOCAL APPOINTMENTS LIST

A. In accordance with the Maddy Local Appointive List Act of 1975 (Government Code Section 54970 et seq.), the Board of Supervisors (hereinafter "the Board") will include in the Local Appointments List prepared by December 31st of every year, a list of all regular and ongoing advisory and independent bodies that have members appointed by the Board. The Local Appointments List will be made available on the Contra Costa County website.

1. The Local Appointments List will include:

a) a list of all appointive terms that will expire during the next calendar year,

b) a list of all advisory and independent bodies whose members serve at the pleasure of the Board,

c) the name of the incumbent, if any,

d) the date of appointment for each filled seat,

e) the necessary qualifications for service in each seat, and

f) the date on which the term for the seat expires, if any.

III. APPOINTMENT PROCEDURES

A. The Board makes appointments to two types of seats on its advisory and independent bodies, including:

1. Type 1 - Supervisorial District Appointments: Applications may be delivered to either the Clerk of the Board or to the District Supervisor's office. Applications received by a Supervisor's office are to be sent to the Clerk of the Board, and a copy is to be retained by the Supervisor's office. The Clerk of the Board will ensure that the Supervisor has a copy of all applications originally filed with the Clerk of the Board. The Supervisor's office will typically place the appointment on a Board of Supervisors' agenda for full Board action.

2. Type 2 - At Large/Countywide Appointments: Applications are sent to the Clerk of the Board. The Clerk of the Board will distribute the applications to the appropriate interviewer. With the exception of the Contra Costa County Fire Protection District Fire Advisory Commission, Planning Commission, and Treasury Oversight Committee, bodies may generally conduct their own interviews of applicants, unless provided direction by a Board Standing Committee. When an advisory or independent body conducts interviews, the body's recommendation will typically be provided to a Board Standing Committee for further review, along with all applications received for the applicable seat. The Board Standing Committee will decide which applicants to nominate for full Board action.

B. A Board Standing Committee or an individual Supervisor may select a screening committee to assist in interviewing applicants for appointment. Membership subcommittees of advisory or independent bodies may also serve this purpose.

C. The Board shall strive to maintain a membership on advisory bodies that reflect diverse backgrounds and perspectives.

D. Except where federal, state, or county statutes or regulations dictate otherwise, or in exceptional circumstances, the following applicants generally should not be appointed to advisory or independent bodies:

1. An applicant who has a family member already serving on the same advisory or independent body.

2. An applicant who would be repeatedly required to recuse themselves from the body's business due to a conflict of interest.

3. An applicant with any of the conflicts of interest listed in Resolution 2021/234 or its successor.

E. Except for county officers and employees serving in an official or ex-officio capacity, all advisory body members shall have specific terms of appointment as prescribed by statute or as fixed by the Board. Unless otherwise specified, appointees shall serve four-year terms, and terms should be staggered to limit the number of scheduled vacancies at any one time.

F. All Board appointees to advisory bodies and independent bodies serve at the pleasure of the Board and may be removed during their terms of office by a majority vote of the Board at its pleasure, provided that such action is consistent with conditions imposed by law.

G. An unscheduled vacancy occurs when an appointee leaves or becomes ineligible for his/her seat before his/her term expires. Unscheduled vacancies in seats on advisory and independent bodies which are appointed by the Board will be listed on the Board's agenda within twenty (20) days after the vacancy occurs. The Board will declare the positions vacant and instruct the Clerk of the Board to post the unscheduled vacancies. The Clerk of the Board will create and post the unscheduled vacancy notice within one business day of being instructed to do so by the Board. The notice will be posted at the following locations:

1. In a conspicuous location at the Office of the Clerk of the Board; and
2. On the Contra Costa County website.

Additional outreach may be implemented by the Supervisorial District offices, and/or the advisory or independent body. Pursuant to Government Code section54974(a), the Board will not make a final appointment for a minimum of ten working days after the Clerk has posted the unscheduled vacancy notice. If the Board finds an emergency exists, it may fill the unscheduled vacancy immediately, but the appointee will only serve on an acting basis until the final appointment is made.

IV. FORMATION AND DISSOLUTION OF ADVISORY BODIES

A. The Board of Supervisors may form an advisory body for the purpose of rendering advice or recommendations to the Board on issues of importance. The Board of Supervisors may dissolve an advisory body at the Board's discretion, consistent with conditions imposed by law. Each advisory body shall be reviewed for compliance with a variety of policies regarding agenda publication, meetings, and training. This review will occur at least once every three years pursuant to a procedure established by the Board in Resolution 2012/261 or its successor.

B. When the Board creates an advisory body, the Board may determine whether the body is required to adopt a conflict-of-interest code.

V. RESPONSIBILITIES OF ADVISORY BODIES

A. Each advisory body shall:

1. Operate within its mandate as defined in the Board Order/Staff Report, Resolution, or Ordinance creating the body and any applicable law, and may establish specifically defined objectives within its mandate.
2. Elect a chairperson and notify the Clerk of the Board of said selection.
3. Establish regularly scheduled meeting times and inform the Clerk of the Board of such schedule.

4. Subject to limitations resulting from statutory requirements or as directed by the Board, determine whether to adopt a set of operating rules (bylaws) addressing attendance requirements for continuing membership, the election of officers, and the establishment of subcommittees composed solely of current members of the advisory body. The operating rules (bylaws) shall not be operative until they have been approved by the Board of Supervisors.

5. Maintain necessary records including agendas and meeting minutes (records of action) and ensure that these documents are made available to the public upon request.

6. Comply with the Ralph M. Brown Act (Gov. Code, §54950, et. seq.) and the County's Better Government Ordinance (County Ordinance Code Division 25).

7. Post meeting agendas on the County's webpage, in addition to the physical posting requirements specified in the Brown Act and Better Government Ordinance at least 96 hours ahead of any regular meeting.

8. Comply with the Board's policy against conflicts of interest, as required by state law and County policies, including but not limited to Resolution No. 2002/376 and Resolution 2021/234, or their successors.

9. Submit an Annual Report to the Board in December on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year, in December. A suggested template for the Annual Report can be found in the Advisory Body Handbook or can be obtained by contacting the Clerk of the Board.

Exhibit A
Advisory Bodies

Advisory Council on Aging
Advisory Council on Equal Employment Opportunity
Agricultural Advisory Task Force
Alamo Municipal Advisory Council
Alamo Police Services Advisory Committee (County Service Area P-2B)
Aviation Advisory Committee
Bay Point Municipal Advisory Council
Behavioral Health Board
Bethel Island Municipal Advisory Council
Byron Municipal Advisory Council
Contra Costa Commission for Women and Girls
Contra Costa County Fire Protection District Fire Advisory Commission*
Contra Costa County Planning Commission*
Council on Homelessness
County Service Area P-2A (Blackhawk Police Services) Citizens Advisory Committee
County Service Area P-5 (Roundhill) Citizens Advisory Committee
County Service Area P-6 (Discovery Bay Zones) Citizens Advisory Committee
Countywide Bicycle Advisory Committee
Crockett-Carquinez Fire Protection District Advisory Fire Commission
Diablo Municipal Advisory Council
East Richmond Heights Municipal Advisory Council
Economic Opportunity Council
El Sobrante Municipal Advisory Council
Emergency Medical Care Committee
Family & Children's Trust Committee
Fish & Wildlife Committee
Hazardous Materials Commission
Historical Landmarks Advisory Committee
Integrated Pest Management Advisory Committee
Iron Horse Corridor Management Program Advisory Committee
Juvenile Justice Coordinating Council
Keller Canyon Mitigation Fund Review Committee
Kensington Municipal Advisory Council
Knightsen Town Advisory Council
Library Commission

Local Planning and Advisory Council for Early Care and Education
Los Medanos Health Advisory Committee
Managed Care Commission
Marathon Community Benefits Agreement Review Panel
Measure X Community Advisory Board
Measure X Community Fiscal Oversight Committee
North Richmond Municipal Advisory Council
Pacheco Municipal Advisory Council
Phillips 66 Community Benefits Agreement Review Panel
Racial Justice Oversight Body
Rodeo Municipal Advisory Council
Sustainability Commission
Treasury Oversight Committee*

*Interviews for the Contra Costa County Fire Protection District Fire Advisory Commission, Planning Commission, and Treasury Oversight Committee will always be conducted by a Board Committee.

Exhibit B

Independent and Quasi-Independent Bodies

A. Decision-Making Bodies

Airport Land Use Commission
Alamo-Lafayette Cemetery District Board of Directors
Assessment Appeals Board
Byron-Brentwood-Knightsen Union Cemetery District Board of Trustees
Contra Costa County Employees' Retirement Association (CCCERA)*
First 5 Contra Costa Children and Families Commission
Housing Authority Board of Commissioners
Merit Board
Mosquito & Vector Control District Board of Trustees (Contra Costa County)
Resource Conservation District Board of Directors (Contra Costa County)
Tri-Delta Transit Authority Board of Directors
Western Contra Costa Transit Authority Board of Directors
Workforce Development Board (Contra Costa County)

B. Quasi-Independent Bodies

Affordable Housing Finance Committee
Community Corrections Partnership
Community Corrections Partnership Executive Committee
Contra Costa Transportation Authority Citizen Advisory Committee
Contra Costa Transportation Authority Bicycle and Pedestrian Advisory Committee
County Connection Citizens Advisory Committee
Countywide Redevelopment Successor Agency Oversight Board*
East Bay Regional Park District Park Advisory Committee
In-Home Supportive Service Public Authority Advisory Committee
Contra Costa Solid Waste Local Enforcement Agency Independent Hearing Panel
North Richmond Waste and Recovery Mitigation Fee Committee
Public Law Library Board of Trustees
Regional Measure 3 (RM3) Independent Oversight Committee*

*Interviews for the following will always be conducted by a Board Committee:
• Contra Costa County Employees' Retirement Association (CCCERA),
• Countywide Redevelopment Successor Agency Oversight Board, and
• Regional Measure 3 Independent Oversight Committee.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1480 **Agenda Date:** 4/14/2026 **Agenda #:** C.36.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the Advisory Council on Aging

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Sean Barry to the Alternate #1 seat with a term ending September 30, 2027 on the Advisory Council on Aging, 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 amendments governing appointments to boards, committees, and commissions that are advisory to the Board of Supervisors. Included in this resolution was a requirement that applications for at-large/countywide seats be reviewed by a Board of Supervisors committee.

The Advisory Council on Aging (ACOA) provides a means for county-wide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of this County. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

The Advisory Council on Aging consists of 40 members serving 2-year staggered terms, each ending on September 30. The Council consists of representatives of the target population and the general public, including older low-income and military persons; at least one-half of the membership must be made up of actual consumers of services under the Area Plan. The Council includes: 19 representatives recommended from each Local Committee on Aging, 1 representative from the Nutrition Project Council, 1 Retired Senior Volunteer Program, and 19 Members at-Large.

Pursuant to the ACOA Bylaws, the ACOA may recommend for appointment up to four (4) alternate Member-at-Large (MAL) members, who shall serve and vote in place of members (City or MAL) who are absent from, or who are disqualifying themselves from participating in a meeting of the ACOA.

The Area Agency on Aging, the ACOA and the Clerk of the Board, using Contra Costa TV (CCTV), assisted

with recruitment. Area Agency on Aging staff has encouraged interested individuals including minorities to apply through announcements provided at the Senior Coalition meetings and at the regular monthly meetings of the ACOA. The Contra Costa County Employment and Human Services Department (EHSD) website contains dedicated web content where interested members of the public are encouraged to apply. The website provides access to the Board of Supervisors' official application with instructions on whom to contact for ACOA related inquiries, including application procedures.

At the March 9, 2026 Family and Human Services Meeting, the Committee approved the appointments of Zee Handoush to the City of Pinole's local seat, Inderprit Sekhon to the Member at Large (MAL) #12 seat, and Sean Barry to the Alternate #1 seat with terms expiring September 30, 2027, on the Advisory Council on Aging. Zee Handoush subsequently withdrew/resigned their appointment prior to BOS approval. Inderprit Sekhon was approved by the BOS on March 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to appoint and reappoint members is likely to reduce public participation in advising policy development.

Print Form

Contra Costa County

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

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Sean
Last Name Barry
Home Address - Street
City Walnut Creek
Zip Code 94596
Phone (best number to reach you)
Email
Resident of Supervisorial District: IV

EDUCATION *Check appropriate box if you possess one of the following:*

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded
University of California, Berkeley	Political Science	■ Yes ☐ No
		☐ Yes ☐ No
		☐ Yes ☐ No

Other Training Completed:

Board, Committee or Commission Name Advisory Council on Aging
Seat Name At-Large

Have you ever attended a meeting of the advisory board for which you are applying?

■ No ☐ Yes If yes, how many? Planning to attend 10/15 meeting

Please explain why you would like to serve on this particular board, committee, or commission.

I have spent time in Contra Costa County at multiple stages of my life and now live in Walnut Creek. My mom grew up in Orinda and my uncle was a longtime resident of Concord. My grandmother retired at Rossmoor. I was a day camp counselor for the City of El Cerrito. I was also a staffer for Mark DeSaulnier. My personal use of public transit and professional background led me to successfully seek appointment to the County Connection Advisory Committee. Supporting multiple travel users and mobility for people of all ages is a longtime goal.

My professional work for the last 12 years has been in health care at both the state and federal level. I strongly opposed the recent cuts to the Medicaid program and want to work locally to mitigate the effects. I also have specific experience supporting programs for older adults in Washington, DC, and would bring that perspective.

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

I have intimate knowledge of the health delivery system (including Medicare and Medicaid) in my role as Regional Executive for the American Hospital Association. John Muir Health, Contra Costa Regional Medical Center, San Ramon Regional Medical Center and Kaiser Permanente and all members of the AHA with whom I have worked closely in recent years. I have also worked with leaders from post-acute and long-term care facilities who serve many older adults.

While at the Office of the Deputy Mayor for Health and Human Services in Washington, DC, I organized a recognition with the World Health Organization and produced two progress reports on Age-Friendly DC initiatives. Mayor Muriel Bowser later appointed me to the Age-Friendly DC 2023 Task Force. Working with the DC Office on Aging, I launched and hosted a monthly telephone town hall to share resources and updates with the community.

I also served on several boards and commissions in my hometown of Berkeley and was twice elected to a leadership role by peers.

I am including my resume with this application:

Please check one: ■ Yes ☐ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one: ☐ Yes ■ No

THIS FORM IS A PUBLIC DOCUMENT

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

Please check one: ■ Yes ☐ No

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

County Connection Advisory Committee Member At-Large, July 25-Present
Age-Friendly DC 2023 Task Force, Nov 2019-Dec 2023
Berkeley Planning Commission, April 2014-Sept 2014
Berkeley Community Health Commission, Nov 2013-Feb 2015 (Vice Chair, June 2014-Feb 2015)
Berkeley Waterfront Commission - Feb 2007-Aug 2009 (Chair, Feb-Dec 2008)

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

Please check one: ☐ Yes ■ No

If Yes, please identify the nature of the relationship:

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

Please check one: ☐ Yes ■ No

If Yes, please identify the nature of the relationship:

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

Signed: /Sean Barry **Date:** 10-6-25

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

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

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).

2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.

3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.

4. Meetings may be held in various locations and some locations may not be accessible by public transportation.

5. Meeting dates and times are subject to change and may occur up to two (2) days per month.

6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.

8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

SEAN BATTLE BARRY

Walnut Creek, CA | 510-847-0591 | seanbbarry@gmail.com

Experienced communications and member relations professional with a background in health care, nonprofits and government; lifelong knowledge of Contra Costa County and active in civic affairs.

WORK EXPERIENCE

American Hospital Association
Regional Executive Feb 2023 — Present

- Serve as primary regional contact for 400 hospital and health system chief executives in California and five nearby states; key local accounts include Contra Costa Regional, John Muir Health, San Ramon Regional and Kaiser.
- Secured $500,000 in new dues revenue through recruitment of non-member hospitals and systems.
- Maintained 99% average regional member retention annually and 100% during first year.
- Planned and organized eight Regional Policy Board 9 meetings that received average evaluation score of 4.8 out of 5; achieved 100% regional board participation in AHA political action committee three years in a row.
- Presented on AHA advocacy and resources at 30+ state hospital association board meetings and events.
- Received COVID service award from AHA CEO for contribution to 100 Million Mask Challenge.
- Aided member hospitals in crisis management following Change Healthcare cyberattack and IV solution shortage.

Senior Associate Director, Media Relations Mar 2019 — Feb 2023

- Led media strategies and advised senior leaders on high-profile issues affecting the hospital field, including rural health, price transparency, surprise billing, mergers and prior authorization abuse.
- Aided areas with high COVID hospitalization rates by promoting AHA Dynamic Ventilator Reserve.
- Built confidence in COVID vaccination by leading a federal grant-funded clinical ambassador program that reached millions of Americans with credible, geographically tailored messages.

DC Government, Office of Deputy Mayor for Health and Human Services Washington, DC
Communications Director Aug 2017 — Feb 2019

- Appointed by Mayor Muriel Bowser to oversee communications for nine health and human services agencies.
- Served on senior leadership team in deputy mayor's office, advised chief-of-staff and filled duties in his absence.
- Launched and hosted monthly Senior Telephone Town Hall to share resources with older DC residents.
- Produced two Age-Friendly DC progress reports and organized recognition event with World Health Organization.
- Helped lead interagency planning for DC's first Maternal and Infant Health Summit that drew 1,000 attendees.
- Led cross-government strategy to provide life-saving public health information about opioid use disorder.

Blue Cross Blue Shield Association Washington, DC
Director, Communications Jan 2017 — Aug 2017

- Prepared weekly legislative report and regular CEO updates; supervised online communications specialist.
- Led overhaul of inside-the beltway-focused website outlining federal advocacy agenda.

Blue Shield of California San Francisco, CA
Corporate Communications Manager Jul 2014 — Dec 2016
Media Relations Specialist Jun 2013 — Jul 2014

- Produced the first company-wide crisis plan, organized simulation exercises and launched crisis app.
- Hired, onboarded and supervised media relations specialist and managed millions in contracted work.

Director of Media Relations, Arbor Day Foundation. Lincoln, NE, Dec 2011 — Jun 2013
Communications Associate, Transportation for America. Washington, DC, Sept 2009 — Nov 2011
Deputy Field Director, Mark DeSaulnier for Congress. Walnut Creek, CA, Jul 2009 — Sept 2009

- Led team of ten field organizers focused on door-to-door canvass operation

CIVIC/VOLUNTEER EXPERIENCE

- **County County Advisory Board Member At-Large**. Concord, CA, July 2025 — Present
- **Age-Friendly DC Task Force Member.** Washington, DC, Nov 2019 — Dec 2023
- **Founder/Organizer, Trash On Tuesdays.** Washington, DC, Jun 2020 — Dec 2021
- **Candidate for Berkeley City Council.** Berkeley, CA, Jun — Nov 2014

EDUCATION

University of California, Berkeley. Bachelor of Arts, Political Science, City and Regional Planning Minor, May 2009

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1481 **Agenda Date:** 4/14/2026 **Agenda #:** C.37.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Appointment to the Integrated Pest Management Advisory Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Courtney Coon to the Fish & Wildlife Committee representative seat on the Integrated Pest Management Advisory Committee (IPMAC) to a term expiring December 31, 2028.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The IPMAC was established by the Board of Supervisors in November 2009. The Fish & Wildlife Committee has had a designated seat since 2010. Susan Heckly admirably served several consecutive terms from February 2014 until her most recent term ended on February 28, 2026. The seat is currently vacant.

On March 18, 2026, The Fish & Wildlife Committee unanimously voted to nominate Courtney Coon to represent them in this seat. The proposed term end date aligns with the nominees' current term on the Fish & Wildlife Committee in accordance with IPMAC bylaws.

Current IPMAC Membership:

Seat Title	Appointee Name	Area of Residence or Primary Work Location	Appointment Date	Term Expiration
Public Member 1 - At Large	Thomas Fenster	Richmond	February 27, 2024	December 31, 2027
Public Member 2 - At Large	Jutta Burger	Martinez	February 27, 2024	December 31, 2027
Public Member 3 - At Large	Susanna Thompson **Chair**	Brentwood	February 28, 2023	December 31, 2026
Environmental Organization - At Large Seat	VACANT			December 31, 2026
Sustainability Commission Representative	Kiara Pereira	North Richmond	May 20, 2025	March 31, 2027
Public Member - Fish and Wildlife Committee Representative	Courtney Coon (Pending BOS Action)	Pleasant Hill	April 14, 2026 (pending)	December 31, 2028
Public Works Director or Designee	Michelle Cordis	Martinez	October 21, 2025	None

County/Unincorporated County Stormwater Program Representative	Michele Mancuso	Martinez	February 28, 2023	None
Agriculture Commissioner or Designee	Gabriel Chan **Vice Chair**	Concord	March 19, 2024	None
County Pest Management Contractor	Carlos Agurto **Secretary**	Antioch	February 28, 2023	None
University of California Representative	Andrew Sutherland	Martinez	June 4, 2024	None

CONSEQUENCE OF NEGATIVE ACTION:
The appointee will not be formally appointed to the seat and the official roster will be out of date.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1482 **Agenda Date:** 4/14/2026 **Agenda #:** C.38.

To: Board of Supervisors

From: Kendra Carr & Peter Kim, Co-Directors Office of Racial Equity and Social Justice

Report Title: APPOINTMENT to Racial Justice Oversight Body Public Entity Seat

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Chief Melissa Klawuhn to the Local Law Enforcement Public Entity Seat on the Racial Justice Oversight Body with term ending December 31, 2027.

FISCAL IMPACT:
None

BACKGROUND:
The Racial Justice Oversight Body (RJOB) was established by the Contra Costa County Board of Supervisors to oversee the implementation of the recommendations made by the Racial Justice Task Force, and accepted, as specified, by the Board of Supervisors. RJOB members include Ex-Officio members who serve during their terms of office or appointment (i.e. Sheriff, District Attorney, Public Defender, Chief of Probation). Members of the Body also include those appointed by the Board of Supervisors (i.e., Public Entity Members, Community-Based Members, and Alternate Community-Based Members) who shall have two-year terms beginning on the date of appointment by the Board unless otherwise stated.

The RJOB has five (5) Appointed Public Entity Members, each appointed by their respective public institutions or organizations:

- One (1) representative from the Superior Court, as a non-voting member;
- One (1) representative from a local law enforcement agency, nominated by the Contra Costa County Police Chiefs' Association;
- One (1) representative from the Contra Costa County Office of Education;
- One (1) representative from a Local School District;
- One (1) representative from Contra Costa County Health Services Department.

Of these, there is one current vacancy, the representative from a local enforcement agency. This action is to appoint the individual to the seat representing a local law enforcement agency, in accordance with the RJOB bylaws. Chief Melissa Klawuhn from the Pinole Police Department has been recommended for this appointment by the Contra Costa County Police Chiefs' Association. If appointed, her term will expire December 31, 2027 along with all other Public Entity Representative Members.

CONSEQUENCE OF NEGATIVE ACTION:
If members are not appointed, Racial Justice Oversight Body meeting and activities may be delayed due to the open seats.

CONTRA COSTA COUNTY
RACIAL JUSTICE OVERSIGHT BODY

BY-LAWS
(Adopted by the Racial Justice Oversight Body on November 7, 2019)

Article I – Purpose

The Racial Justice Oversight Body (RJOB or Body) was established by the Contra Costa County Board of Supervisors to oversee the implementation of the recommendations made by the Racial Justice Task Force, and accepted, as specified, by the Board of Supervisors.[1]

Article II – Membership

A. Composition: The RJOB shall consist of the following 18 members[2]:

Ex-Officio Members:

1. The Sheriff or his designee;
2. The Chief Probation Officer or his designee;
3. The Public Defender or her designee;
4. The District Attorney or her designee;

Other Appointed Members:

5. A representative from the Superior Court, as a non-voting member;
6. A representative from a local law enforcement agency, nominated by the Contra Costa County Police Chiefs' Association;
7. A representative from the Contra Costa County Office of Education;
8. A representative from a Local School District;
9. A representative from Contra Costa County Health Services Department;

Appointed Members (appointed by the Board of Supervisors):

10. Nine community-based representatives, including:
    - two members of the Contra Costa Racial Justice Coalition,

[1] Item D.8. Contra Costa County Board of Supervisors Meeting. December 4, 2018.
Link 1:
http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=12&get_year=2018&dsp=agm&seq=35972&rev=0&ag=1165&ln=71059&nseq=35992&nrev=0&pseq=35929&prev=0#ReturnTo71059
Link 2 (pdf):
http://64.166.146.245/public//print/ag_memo_pdf_popup.cfm?seq=35972&rev_num=0&mode=CUSTOM

[2] Racial Justice Oversight Body webpage. https://contra-costa.granicus.com/boards/w/26cad49fec719903/boards/27221

- two individuals with prior personal criminal or juvenile justice system involvement,
- three representatives from community-based organizations (CBO) that work with justice involved populations, including at least one person who works directly with youth,
- one representative from a faith-based organization, and
- one representative that is either a school age young person, or from a CBO who provides services to school age youth.

B. Terms of Office: Ex-Officio and Other Appointed members shall serve during their terms of office or appointment. Members appointed by the Board of Supervisors shall have two-year terms beginning on the date of appointment by the Board, but shall serve at the pleasure of the Board of Supervisors and may be removed from office by a majority vote of the Board of Supervisors (See Board of Supervisors Resolution No. 2011/497).

C. Resignation: Any appointed member may resign by giving written notice to the Clerk of the Board of Supervisors.

D. Vacancies: The Body shall comply with the system for new appointments, resignations, and replacements for Appointed Members as specified by the Contra Costa County Board of Supervisors. Whenever an unscheduled vacancy occurs, the Board of Supervisors will fill the vacancy pursuant to Government Code Section 54974. The term for the incoming member will be to fill the vacancy for the remainder of the original term.

E. Absences: Members of the Body who have two (2) consecutive unexcused absences from the scheduled quarterly meetings or who have not fulfilled their duties for a three-month period may be declared inactive by the Body. This inactive seat may be declared vacant and filled by the Board of Supervisors.

F. Alternates: Ex-Officio and Other Appointed members of the Body may be represented by an alternate if the member is: (1) a County (or other public entity) officer; and (2) authorized to appoint deputies, pursuant to Government Code Section 24101 (or other applicable law). An alternate has all the duties, rights, and responsibilities of the member they represent.

G. Training Requirements:
   1. Members must view the following training videos within 60 days of appointment.
      - Brown Act and Better Government Ordinance Training Video[3]
      - Ethics Training[4]
   2. Members must complete "Training Certification for Members of a County Advisory Body".[5]
   3. Members must attend any future trainings deemed necessary by the Body or required by law.

[3] Link https://www.contracosta.ca.gov/7632/Training-Resources
[4] Link https://www.contracosta.ca.gov/7632/Training-Resources
[5] Contra Costa County Advisory Body Handbook. Contra Costa County Office of the Clerk of the Board. April 2012. Page 86. http://www.co.contra-costa.ca.us/DocumentCenter/View/7614/2102MACHandbook?bidId=

Article III – Structure

A. Officers: The Body shall have two co-chairs: one Ex-officio member and one Appointed member. The Co-chairs shall be elected by the members of the Body. The Co-Chair(s) will preside at all meetings and proceed with the business of the Body in a manner prescribed in these Bylaws. The Co-chairs will also decide questions of parliamentary procedure as needed. Co-chairs shall serve a term of two (2) years.

B. Other Committees: The Body may establish up to three Subcommittees to address specific issues or concerns.
    1. Subcommittees may only be composed of Body members.
    2. Subcommittees must report back to the Body at the Body's regularly scheduled meetings.
    3. Subcommittee decisions shall be made by vote and governed by voting and quorum rules set forth in these Bylaws. Decisions and voting tallies will be recorded in the meeting summary report.
    4. Subcommittees shall not engage in activities that are not within the purpose and responsibilities outlined in these Bylaws and the BOS approved recommendations from the Racial Justice Taskforce.
    5. The Subcommittees may recommend policies and decisions falling within their scope of authority to the full Body for approval, however the Subcommittees have no authority to establish policy, make decisions, or hold non-public meetings.
    6. Each Subcommittee will function with a Subcommittee Chair(s). The Subcommittees Chair(s) shall be responsible for conducting the Subcommittee's meetings, developing and distributing agendas, convening any necessary working groups, and ensuring compliance with the Bylaws of the Body. Subcommittee chairs will be elected by the Subcommittee.

Article IV – Meetings

A. Regular Meetings: Regular meetings of the Body and each Subcommittee shall be held at least once during each calendar year quarter based on a schedule adopted by the Body and that schedule may be changed as needed. In addition, regularly scheduled meetings may be canceled by a majority vote of the Body or, for lack of business or lack of a quorum, by the Chair(s).

B. Special Meetings: Special meetings of the Body or any other committees may be called by the Chair(s) at any time. Such meetings shall be called in accordance with the provisions of the Brown Act and the Contra Costa County Better Government Ordinance.

C. Quorum: A quorum of the Body shall be a majority of the members or their alternates. A quorum of a Subcommittee shall be a majority of the Body members or alternates assigned to the Subcommittee. A "majority" of the members means more than half of the authorized members, including any authorized alternates present for an absent member, whether or not all of the positions have been filled. No action shall be taken unless a quorum of members is present for a meeting. If a quorum is not present, the meeting must be adjourned to the next

regular meeting. If a quorum is lost during the course of a meeting, following the loss of the quorum the remaining members present must adjourn to the next regularly scheduled meeting.

D. Voting: Each member of the Body or any Subcommittee has one vote, and a majority vote of the members present at a meeting is needed to pass a motion. No action can be taken without quorum.

E. Conflict of Interest: A member of the Body must[6]
   1. Avoid even the appearance of a conflict of interest.
   2. Serve the needs and wishes of all citizens equally without regard for wealth.
   3. Perform duties fairly, free from bias caused by financial interests of one's self or supporters.
   4. As a general rule, no member shall participate as a member in any discussion or voting if doing so would constitute a conflict of interest.

F. Order of Business: The regular order of business of the Body or any other Subcommittee shall be:
   1. Call to order
   2. Public comment on unagendized items within the Body's (or Subcommittee's) jurisdiction
   3. Approve Record of Action from prior meeting
   4. Consideration and action on agenda items
   5. Adjournment

G. Public Access: All meetings of the Body and its Subcommittees shall be open and accessible to the general public and held in accordance with the Ralph M. Brown Act and the Contra Costa County Better Government Ordinance. Opportunity for public comment will be included in each agenda item. In the interest of facilitating the business of the Body or standing committee, the Chair(s) may set in advance of the presentation of public input reasonable time limits for oral presentation.

Article V – Administration

The Body shall obtain staff support from the County Administrator's Office of Reentry and Justice. The staff will be responsible for the compilation and distribution of Body and Subcommittee meeting notices and agendas. All records shall be maintained by appropriate staff.

Members of the Body shall serve without compensation and shall not receive reimbursement for any expenses incurred while conducting official business.

Article VI – Changes to Bylaws

The provisions of these Bylaws may be altered, amended or repealed by the Body, within the limitations imposed by the Brown Act, the Contra Costa County Better Government Ordinance and the policies of

[6] Resolution No. 2002/376: Board Policies Concerning Conflicts of Interest and Open Meeting Requirements (Appendix 5 of the Advisory Body Handbook)

the Contra Costa County Board of Supervisors. No such alteration, amendment or repeal shall be effective unless and until the change has been approved by the Board of Supervisors.

CONTRA COSTA COUNTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

Staff Report

File #: 26-1483 **Agenda Date:** 4/14/2026 **Agenda #:** C.39.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Appointment to the Emergency Medical Care Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Chris Cunningham, of Lafayette, CA 94549 to the Seat C5 Public Provider Field Paramedic Representative on the Emergency Medical Care Committee (EMCC) for the 2024-2026 term with an expiration date of September 30, 2026.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The EMCC is a multidisciplinary committee appointed by the County Board of Supervisors, to provide advice and recommendations on EMS-related matters to the Board, Health Services Director, and its EMS Agency. Membership consists of consumer representatives, and representatives of EMS-related organizations and groups.

The C5 seat was declared vacant on March 3, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, this position on the EMCC will not be filled.

Contra Costa County

Print Form

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

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name Christopher | **Middle Initial** L | **Last Name** Cunningham

Home Address - Street [redacted] | **City** [redacted] | **State** [redacted] | **Postal Code** [redacted]

Primary Phone (best number to reach you) [redacted] | **Email Address** [redacted]

Resident of Supervisorial District (if out of County, please enter N/A): 2 District Locator Tool

Do you work in Contra Costa County? ☑ Yes ☐ No **If Yes, in which District do you work?** 2

Current Employer San Ramon Valley Fire Protection District | **Job Title** Fire Captain / EMS Specialist - Safety | **Length of Employment** 19 years

How long have you lived or worked in Contra Costa County? 19 years

Board, Committee, or Commission Emergency Medical Care Committee | **Seat Name** C5 – Public Provider Field Paramedic

Have you ever attended a meeting of the advisory board for which you are applying?
Please check one: ☑ Yes ☐ No If Yes, how many? 1

EDUCATION

Check appropriate box if you possess one of the following:

☑ High School Diploma ☐ CA High School Proficiency Certificate ☐ G.E.D. Certificate

Colleges or Universities Attended	Degree Type/ Course of Study/Major	Degree Awarded	
Chemeketa Community College	Associate of Applied Science, Fire Suppression	☑ Yes	☐ No
Santa Rosa Junior College	Paramedicine	☑ Yes	☐ No
		☐ Yes	☐ No

Occupational Licenses Completed: Paramedic

Other Trainings Completed:	Certificate Awarded for Training?	
Firefighter I	☑ Yes	☐ No
Firefighter II	☑ Yes	☐ No

Do you have any obligations that might affect your attendance at scheduled meetings? ☐ Yes ☑ No

If Yes, please explain:

Would you like to be considered for appointment to other advisory bodies for which you may be qualified? ☐ Yes ☑ No

Are you a veteran of the U.S. Armed Forces? ☐ Yes ☑ No

THIS FORM IS A PUBLIC DOCUMENT

Please explain why you would like to serve on this particular board, committee, or commission.

To represent the San Ramon Valley Fire District and the communities of San Ramon, Danville and Alamo.

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

23 years as a Firefighter/Paramedic of which 19 years have been within Contra Costa County. Currently serving as a Captain/EMS Specialist with San Ramon Valley Fire District.

I am including my resume with this application:

Please check one: ☑ Yes ☐ No

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

Please check one: ☐ Yes ☑ No

If Yes, please list the Contra Costa County advisory board(s) on which you are **currently** serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have **previously** served:

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

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section on page 3 of this application or Resolution No. 2021/234).

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

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

Please check one: ☐ Yes ☑ No

If Yes, please identify the nature of the relationship:

THIS FORM IS A PUBLIC DOCUMENT

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

Signed: [redacted] **Date:** 03/19/2026

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

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

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships: (1) Mother, father, son, and daughter; (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter; (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter; (4) Registered domestic partner, pursuant to California Family Code section 297; (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner; (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

CHRISTOPHER CUNNINGHAM



OBJECTIVE

To attain a seat on the Emergency Medical Care Committee and accept the continued responsibility of serving Contra Costa County.

EXPERIENCE

EMS Specialist – Safety Jul. 2025 – Present
Fire Captain Feb. 2023 – Present
EMS Shift Coordinator Mar. 2022 – Jul. 2025
Firefighter/Paramedic May 2007 – Feb. 2023
San Ramon Valley Fire Protection District *San Ramon, CA*

Firefighter/Paramedic Oct. 2003 – May 2007
Bodega Bay Fire District *Bodega Bay, CA*

Paramedic Sep. 2003 – Jun. 2008
Sonoma Life Support *Sonoma, CA*

SPECIAL TEAMS AND COMMITTEE WORK

San Ramon Valley Fire Protection District HazMat Team and Rescue Team
Member of the SRVFPD Hazardous Materials and Rescue Teams. Lead of procurement for all supplies including EMS and air monitoring equipment.

GovAI Committee
Member of the GovAI Coalition enabling public sector AI to serve the public good through resource sharing, standards, and advocacy.

Behavioral Health Initiative Workgroup
Committee member charged with transforming the way behavioral health crises are managed in the prehospital environment through optimizing the patient care experience from call intake through transport to a facility capable of managing the needs of the community.

Deployment Committee
Assisting with other members of the committee to develop a strategized approach to the reduction in staffing, and the efficiency of the current deployment model utilized by the San Ramon Valley Fire District.

EMS Committee
Evaluation of EMS response matrix. Research, training and eventual implementation of new EMS equipment. Assisting with development of medical inventory control. Evaluation, implementation, and training of EMS initiatives.

Recruitment Team
Team member assigned to the EMS and candidate assessment scenarios as well as member of the Interview Panel for single role recruitment.

Wellness Fitness Initiative Development
Evaluating the efficiency of current SRVFD wellness fitness program, as well as research the IAFF/IAFC Wellness Fitness Initiative for future program improvement. Tasked with keeping all meeting minutes.

Mobile CAD Committee
Assist with development and implementation of new CAD software for use in all district vehicles. As a committee member I helped design the functional layout of the new mobile program and assisted in training personnel in its implementation online.

Accreditation Development
Working under Operations Group Supervisor, assisted with creating and writing of performance indicators for department self-assessment process.

EDUCATION

Associate of Applied Science, Fire Suppression Mar. 2002
Chemeketa Community College

Paramedicine Aug. 2003
Santa Rosa Junior College

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1484 **Agenda Date:** 4/14/2026 **Agenda #:** C.40.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: APPOINT Darin Ah Lan to the District 3 seat on the Emergency Medical Care Committee to complete the current term that will expire on September 30, 2026 and to a new two-year term that will expire on September 30, 2028 as recommended by Supervisor Diane Burgis.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Darin Ah Lan to the District 3 seat on the Emergency Medical Care Committee to complete the current term that will expire on September 30, 2026 and to a new two-year term that will expire on September 30, 2028 as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:
None.

BACKGROUND:
The District 3 seat has been vacant. We accepted applications and recommend the appointment of the above individual.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1485 **Agenda Date:** 4/14/2026 **Agenda #:** C.41.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: First 5 Commission Appointment & Resignation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Rocio Hernandez to the District I Alternate Commissioner Seat on the First 5 Commission, DECLARE a vacancy in the District I Commissioner Seat, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
none

BACKGROUND:
The First 5 Commission was developed pursuant to the California Children and Families First Act of 1998, an initiative Constitutional Amendment approved by the voters as Proposition 10. Contra Costa County established the First 5 Children and Families Commission with Board Resolution 98/46.

CONSEQUENCE OF NEGATIVE ACTION:
The First 5 - Contra Costa Children and Families Commission may not be able to conduct routine business.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1486 **Agenda Date:** 4/14/2026 **Agenda #:** C.42.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Declare Vacancy on the Integrated Pest Management Advisory Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignation of Roxana Lucero Keshmiry; DECLARE a vacancy in the Environmental Organization-At Large Seat on the Integrated Pest Management Advisory Committee (IPMAC) for a term ending December 31, 2026; and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The IPMAC was established by the Board of Supervisors in November 2009. The Board created The Environmental Organization-At Large Seat in November 2010. Roxana Lucero was appointed on February 28, 2023 and resigned via email to the County Integrated Pest Management Coordinator on January 14, 2026.

Once the seat is declared vacant, the IPM Coordinator will work with the Clerk of the Board to fill the vacancy.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will remain unfilled and the IPMAC may not be able to meet quorum to vote on items coming before them.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1487 **Agenda Date:** 4/14/2026 **Agenda #:** C.43.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Declare Vacancy on the Hazardous Materials Commission

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT resignation from Rohan Tyagi; DECLARE vacant the Environmental Organizations 2 Alternate Seat on the Hazardous Materials Commission effective April 14, 2026 for a term ending December 31, 2027; and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
The Hazardous Materials Commission was established in 1986 to advise the Board, County staff and the mayor's council members, and staffs of the cities within the County, on issues related to the development, approval and administration of the County Hazardous Waste Management Plan. Specifically, the Board charged the Commission with drafting a hazardous materials storage and transportation plan and ordinance, coordinating the implementation of the hazardous materials release response plan and inventory program, and to analyze and develop recommendations regarding hazardous materials issues with consideration to broad public input, and report back to the Board on Board referrals.

The bylaws of the Hazardous Materials Commission provide for two (2) representatives of environmental organizations, with all applicants to any of the two "Environmental Organizations" seats to be nominated by an environmental organization, but that no particular environmental organization will have an exclusive right to nominate an individual to any one of the two aforesaid seats or their alternates, and therefore, which environmental organizations are represented on the Hazardous Materials Commission rests with the Internal Operations Committee and ultimately the Board of Supervisors. The term of the seat expires on December 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would not be declared vacant, which would hinder the ability to recruit to fill the position and it will be more difficult for the Commission to achieve a quorum and the diversity of viewpoints in Commission deliberations will be diminished.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1488 **Agenda Date:** 4/14/2026 **Agenda #:** C.44.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: ACCEPT the resignations of Cheryl Cotton and Shauna Polk; DECLARE vacancies in the District III and At-Large #3 seats on the Contra Costa County Commission for Women and Girls for terms ending February 28, 2027, and February 28, 2030, respectively; and DIRECT the Clerk of the Board to post the vacancies.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignation of Cheryl Cotton; DECLARE a vacancy in the At-Large #3 seat on the Contra Costa County Commission for Women and Girls for a term ending February 28, 2027; and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator.

FISCAL IMPACT:
None.

BACKGROUND:
The Contra Costa Commission for Women and Girls (CCCWG) was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

The Commission consists of 15 members and one Alternate At-Large member including: five district representatives (one from each supervisorial district), ten At-Large members, and one Alternate. The five district representatives are nominated for a four-year term by each member of the Board of Supervisors. The ten At-Large members and the one alternate are nominated by the CCCWG Membership Committee and forwarded to the full CCCWG. The full CCCWG then makes appointment recommendations to the Family and Human Services Committee. All Commission seat terms are for a period of four (4) years with staggered expiration dates.

The At-Large #3 appointee notified the Commission of their resignation at their regular monthly meeting. The Commission thanks them for their time and dedication in supporting the advisory body’s goals and initiatives.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would not be declared vacant and a new appointment to the position could not be made.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1489 **Agenda Date:** 4/14/2026 **Agenda #:** C.45.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 2025 Advisory Council on Aging Annual Report

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the 2025 Annual Report of the Contra Costa County Advisory Council on Aging as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

On January 7, 2020, the Contra Costa County Board of Supervisors adopted Resolution No. 2021/1, which requires that each advisory board, commission, or committee report annually to the Board on its activities, accomplishments, membership attendance, required training/certification, and proposed work plan or objectives for the following year. The attached 2025 Advisory Council on Aging (ACOA) Annual Report is submitted to fulfill this requirement.

CHILDREN'S IMPACT STATEMENT:

None.

CONSEQUENCE OF NEGATIVE ACTION:

None.

ADVISORY BODY ANNUAL REPORT

Advisory Body Name: Advisory Council on Aging
Advisory Body Meeting Time/Location: Third Wednesday of Month, 500 Ellinwood, Pleasant Hill
Chair (during the reporting period): Lorna Van Ackeren
Staff Person (during the reporting period): Alicia Espinoza
Reporting Period: January 2025 - December 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.

Please see attached Contra Costa County Advisory Council on Aging Annual Report.

II. Accomplishments (estimated response length: 1/2 page)

Describe the accomplishments for the past year, particularly in reference to your work plan and objectives.

Please see attached Contra Costa County Advisory Council on Aging Annual Report.

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.

Please see attached Contra Costa County Advisory Council on Aging Annual Report.

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.

Please see attached Contra Costa County Advisory Council on Aging Annual Report.

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.

Please see attached Contra Costa County Advisory Council on Aging Annual Report.

CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING ANNUAL REPORT

JANUARY 2025 – DECEMBER 2025

CONTACT:

Tracy Murray, Aging and Adult Director
(925) 608-4805
tmurray@ehsd.cccounty.us

CONTRA COSTA COUNTY ADVISORY COUNCIL ON AGING

ACOA Officers:

▪ Lorna Van Ackeren	President	1st Term
▪ Michael Wener	Vice President	1st Term
▪ Michelle Hayes	Secretary/Treasurer	1st Term

Current Roster of Members as of November 20, 2025:

Roger Boaz
Chalo Buckman
Cate Burkhart
Deborah Card
Cesar Court
Kevin Donovan
Sheila Driscoll
Candace Evans
Marilyn Fowler
Holly Frates
Steven Freshman
Alan Goldhammer
Sarah Green
Michelle Hayes
Denise Kalm
Carol Kehoe
Jill Kleiner
Shirley Krohn
Gerry La Londe-Berg
Thomas Lang
Steve Lipson
Nicola Lopez
Shari Maxwell
Kathryn Monroy-Dexter
Richard Morisky
Brian O'Toole
Logan Robertson
Sam Sakai-Miller
Carol Schaefer
Indy Sekhon
Sonja Shepard
Terri Tobey
Lorna Van Ackeren
Michael Wener
Deobrah Wiener
Teresa Wright
Dennis Yee

Advisory Council Objectives

The Council shall provide a means for countywide planning, cooperation and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of this county. The Council provides leadership and advocacy on behalf of older people and serves as a channel of communication and information on aging issues.

The Council advises each: the Area Agency on Aging on the development of its Area Plan, the Bureau of Aging and Adult Services, Employment and Human Services and the Board of Supervisors. The basis of the Agency on Aging Area Plan is on unmet needs and priorities experienced by older people, as determined by assessments and input from the senior network throughout the County.

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In 2025, the Advisory Council on Aging (ACOA) remained highly active in its advocacy efforts on behalf of Contra Costa County's older adults. The Council focused on several critical issues, with particular attention to housing and food insecurity. Throughout the year, ACOA provided ongoing input into the implementation of California's Master Plan on Aging and continued its engagement as a Regional Coalition member of the California Collaborative for Long-Term Services and Supports.

ACOA participated in the March public hearing for the 2025–2026 Area Plan Update, and many of our members also attended the annual Senior Rally in May. ACOA and California Senior Legislature (CSL) representatives played an integral role in the passage of SB 239, related to the Brown Act, which was signed into law by the Governor in October. The Council also took a lead role in supporting the Area Agency on Aging (AAA) in the development and successful launch of the Age-Friendly initiative.

Below is a summary of key activities from ACOA Committees and Workgroups:

- **Planning Committee**
  The Committee continued its collaboration with AAA staff to provide guidance for the 2025 update of the 2024–2028 Area Plan. Members participated in the RFP review process, conducted onsite visits of several County-based organizations, and attended four community events highlighting available resources.
- **Membership Committee**
  The Committee prioritized recruitment, resulting in all Member-at-Large (MAL) and alternate seats being filled. A total of 24 applications were received and 18 interviews conducted. Vacancies among city/local seats were reduced to only two (San Pablo and San Ramon). Quorum was met for all meetings in 2025.
- **Housing Committee**
  The Committee continued to serve as a forum for examining housing trends, challenges related to affordability and availability, and the ongoing issue of homelessness. The "No Place to Call Home" infographic and slide deck were presented to 11 organizations throughout the County, including several city councils.
- **Health and Adult Abuse Awareness Committee**
  Formerly the Health Committee, the group expanded its scope and delivered several health-related presentations across the County.
- **Legislative Committee**
  The Committee monitored and tracked state legislation affecting older adults, providing updates to ACOA on key Assembly and Senate bills.
- **Transportation Committee**
  The Committee continued to advocate for accessible and dependable transportation options for seniors and adults with disabilities, including supporting state legislation that strengthens senior mobility programs.
- **Technology Committee**
  Members remained active participants in the Bay Area Digital Inclusion Coalition and

monitored emerging Artificial Intelligence (AI) technologies and their impact on older adults.

Training and Certifications

All ACOA members are required to complete the following trainings upon appointment:

- Brown Act & Better Government Ordinance
- Ethics for Local Government Officials
- Implicit Bias Training

Members must also renew the Ethics and Implicit Bias trainings every two years.

Recommendation

The Advisory Council on Aging respectfully recommends that the Board of Supervisors continue to allocate adequate resources to support essential senior services, including housing, food security, transportation, caregiver support, and other emerging needs affecting the County's older adult population.

During this period of significant funding uncertainty at the local, state, and federal levels, ACOA recognizes the critical importance of maintaining strong advocacy to ensure equitable distribution of resources within our County.

It has been my honor to serve as President of the Advisory Council on Aging.

Lorna VanAckeren
Executive Committee Chair
Advisory Council on Aging President

Planning Committee Roster

- Chalo Buckman
- Debbie Card
- Kevin Donovan
- Candace Evans
- Jill Kleiner (Chair)
- Dick Morisky
- Dennis Yee
- Jim Donnelly

EHSD staff members Tracy Murray, Alicia Espinoza, Cristina Ugaitafa, and Jennifer Gomes-Figueiroa strongly supported the Committee throughout 2025.

Committee's Role

The Committee has three primary roles:

- Work with the Area Agency on Aging (AAA) staff and the Advisory Council on Aging (ACOA) Committees to develop and provide an annual review and updates of the four-year Area Plan for Contra Costa County.
- Participate in the Request for Proposals (RFP) review process.
- Provides support to the AAA as requested.

Accomplishments

- Provided input for the 2025 update of the Area Plan for 2024-2028.
- Reviewed proposals for Organizational Capacity Building and Senior Nutrition Services.
- Facilitated and participated at 4 onsite community presentations led by Nhang Luong on accessing county resources.
- Determined approach for community-based organizations (CBO) site visits, since AAA ceased support request for monitoring of contractors.

2026 Work Plan

- Facilitate at least two onsite educational community presentations on topics of interest (e.g. Medicaid updates).
- Review and provide comments on the Annual Area Plan update for the March Public Hearing.
- Support the AAA with RFP processes.
- Coordinate at least two CBO site visits to enhance ACOA members' understanding of services provided in Contra Costa County.
- Provide support to the AAA as requested.

Jill Kleiner

Planning Committee Chair

Membership Committee Roster (Includes Nominating Committee Roster)

Name	District	Committee
Roger Boaz	III	Membership/Nominating
Denise Kalm	IV	Nominating
Jill Kleiner (Chair)	II	Membership
Thomas Lang	I	Membership/Nominating
Kathryn Monroy-Dexter	V	Membership/Nominating
Mike Wener	II	Nominating
Lorna Van Ackeren	IV	Membership

EHSD staff member Jenny Lam and Jennifer Gomes-Figueiroa strongly supported the Committee throughout 2025.

Committee's Role

To recruit and select Contra Costa County residents to serve as members of the Advisory Council on Aging. Conduct ten monthly meetings per year to review membership requirements, attendance, and recruitment activities. Form a Nominating Committee to prepare a slate of 2026 officer candidates for consideration. Assign and maintain a list of mentors for new members.

Accomplishments

- Strong focus on recruitment resulted in all Member-at-Large (MAL) and alternate seats being filled.
- Received 24 applications and conducted 18 interviews for Member-at-Large (MAL) and alternate positions.
- Local/city seat vacancies dramatically decreased to two seats (San Pablo and San Ramon).
- Achieved quorum for all meetings in 2025.
- Representation among districts improved, despite most members still coming from District 2.
- With the passage of new bylaws, the Senior Nutrition Council seat was eliminated, resulting in a total of 39 seats (20 MAL and 19 local/city seats) plus four alternate seats.

2026 Work Plan

- Recruit to fill any Member-at-Large (MAL) vacancies and support recruitment efforts for local/city seats.

- Encourage meeting attendance to ensure a quorum for conducting Council business.
- Monitor and manage membership requirements, providing regular updates to the Executive Committee and general membership.

Jill Kleiner
Membership Committee Chair

Housing Committee Roster

	Organization
Kevin Donovan, Co-Chair	Danville Parks Commission
Uche Uwahemu, Co-Chair	Center for Elders' Independence
Roger Boaz	Resources for Older Americans and Retirees (ROAR)
Marilyn Fowler	Concord Commission on Aging
Michelle Hayes	Richmond Commission on Aging
Logan Robertson	Front Porch – Home Match
Victoria Snyder	Contra Costa Senior Legal Services

EHSD staff member Nhang Long strongly supported the Committee throughout 2025.

Housing Committee Goals:

- Supports initiatives that address the shortage of adequate and affordable housing for older adults in Contra Costa County.
- Advocates for legislation that promotes the development and preservation of low- cost housing for older adults.
- Provides educational outreach to local officials, commissions on aging, and the community to raise awareness about housing issues affecting older adults.

Accomplishments

- 2025's Committee's focus was on continuing to provide a forum for the discussion of current housing trends, challenges impacting housing availability and affordability as well as the ongoing issue of homelessness. Additionally, the Committee provided advocacy for pending legislation and information to increase community awareness of the challenges facing low-income seniors and the disabled.
- The Committee actively presented the "No Place to Call Home" infographic and slide deck throughout the County. During 2025 the Committee presented the slide deck to eleven separate groups throughout the County.
- Committee meetings became a venue for housing focused groups, representatives of state legislators and county staff to share information and advocate for specific programs. During 2025 twelve presentations were made to the Committee.

2026 Work Plan

The "No Place to Call Home" infographic and slide deck will be updated and revised as needed. From its late 2024 completion the Committee presented the slide deck to seventeen separate groups throughout the County. We will continue to provide a forum for the discussion of housing and homeless issues and as requested provide support for the MPA Impact Committee's local playbook. Legislation impacting affordable housing and homelessness in Sacramento will continue to be monitored and support letters will be issued when warranted.

Kevin Donovan
Housing Workgroup Chair

HEALTH & ELDER ABUSE AWARENESS COMMITTEE REPORT January - December 2025

Health Workgroup Roster

- Alan Goldhammer
- Sarah Green
- Thomas Lang
- Nikki Lopez
- Shari Maxwell
- Brian O'Toole
- Carol Schaefer
- Dennis Yee
- Terri Tobey (Co-Chair)
- Michael Wener (Co-Chair)

EHSD staff members Cristina Ugaitafa and Jennifer Gomes-Figueiroa strongly supported the Workgroup in 2025.

Workgroup's Role

Review current and health-related programs and systems (physical, mental, and long-term care) that affect older adults who are residents of Contra Costa County. Advocate for and educate about quality, suitability, accessibility of these programs and systems.

Accomplishments

- Completed the main goal of presentations to the community. HWG/EA members Thomas Lang and Brian O'Toole presented to various older adult community groups on Bone Density Research and Medicare/Medical respectively.
- The following presented to ACOA HWG/EA and guests throughout the year: Amber Carroll, Senior Director, Front Porch Connection Program; Delinda Brown, Director of Outreach of Admissions, Hope Hospice and Health Services; Christina Irving, Client Services Director, Family Caregiver Alliance; Alan Goldhammer on elder abuse and mandated reporting; Denise Kalm on "Dignity and Dying: A Real Life Experience", Brian O'Toole, Attorney gave a Medi-Cal Update; and Thomas Lang, UCSF Health Researcher, on "Osteoporosis: The Disease, Its Diagnosis, and Treatment".
- The workgroup acquired several new ACOA members: Nikki Lopez, Sarah Green, and Shari Maxwell.
- One month the committee meeting was cancelled by AAA due to technical problems at the facility.
- The only goal that wasn't met this year was completing the "Aging in Place" brochure submission for AAA approval. The AAA Director (Tracy Murray) requested more vetting of resources and edits to follow. The chairs were not participants in its creation which took place 3 years ago so they didn't feel comfortable changing it. To their knowledge, none of the creators followed up vetting and editing the brochure.

2026 Work Plan

- Educate older adults about healthcare resources in the community through distribution of collateral material.
- Schedule a minimum of four presentations at monthly meetings delivered by subject matter experts/professionals on topics specific to the Master Plan on Aging's Health Reimagined goal to increase awareness about community resources and supports

for older adults.
- Facilitate four health-related informational presentations, including mental health, at Consta Costa Senior/Community Center.

Terri Tobey
Health and Elder Abuse Awareness Committee Co-Chair

Michael Wener
Health and Elder Abuse Awareness Committee Co-Chair

Legislative Workgroup Roster

- Shirley Krohn (Chair)
- Steve Lipson
- Lorna Van Ackeren

Workgroup's Role

- Review legislation and legislative issues that are important to older adults and people with disabilities in Contra Costa County.
- Develop letters of support/opposition concerning proposed and potential legislation.
- Identify potential legislative ideas for consideration by the California Senior Legislature (CSL).

Accomplishments

- Re-introduced CSL's SP6 (now renumbered to SP4), The Brown Act Teleconferencing Proposal, to allow older adults, caregivers, people with disabilities, and the poor to work remotely with advisory councils, commissions, committees, and their attendant workgroups. The proposal continued to be voted #2 out of the top 10 CSL legislative proposals.
- Workgroup members wrote letters supporting additional CSL proposals in areas including health, housing, and transportation.
- During the ACOA general meetings, briefed members on the process for reviewing bills and bill progress.

2026 Work Plan

- Ongoing support and promotion of CA Senior Legislature's SP6 with the goal of seeing it sponsored and subsequently enacted into law.
- The development of additional legislative proposals for promotion by the CSL.
- Educational outreach to all ACOA Workgroups to increase legislative ideas and advocacy throughout the ACOA.
- Additional outreach to nonprofits and service organizations that address the needs of older adults and people with disabilities.
- Meet from January through July to coincide with State Legislative schedule.

Shirley Krohn
Legislative Advocacy Workgroup Chair

TRANSPORTATION COMMITEE REPORT *January – December 2025*
(SMAC – Senior Mobility Action Council)

Transportation Workgroup Roster

- Candace Evans (Chair)
- Kevin Donovan
- Denise Kalm
- Jim Donnelly
- Bryan Harris
- Riki Juster
- Rosa Noya
- Deanna Perry
- Debbie Toth
- Elaine Welch

EHSD staff member Alicia Espinoza, Thomas Weisbrich, and Jennifer Gomes-Figueiroa strongly supported the Workgroup in 2025. SMAC went through Committee Structural Changes of times where we meet every first Monday of each Month from 1:00pm - 2:30pm

Workgroup's Role

To address transportation barriers and gaps in service experienced by Contra Costa older adults through education, advocacy and the promotion of effective coordination of services and mobility management that enhances the autonomy and independence of older adults in Contra Costa County.

Accomplishments

2025 Presentations from:

- Seamless Bay Area - Adina Levin
- People Centered Mobility - Tim Haile (CCTA)
- Next Generation Fare Gate Press Conference & Ribbon Cutting - Candace & Bryan
- GLYDWAYS "Transit should be for everyone" - Mariah Ray SVP, Head of Government Affairs
- Bay Area Rapid Transit (BART) "Role in the Region" - Robert Franklin
- Provided advocacy for Mobility Management in Contra Costa City-based transportation programs.
- Reviewed and Reported survey data and report on COVID 19 Impacts on Accessible Transportation Services.
- Attended community meetings and training that provided information on the CCTA and Regional Transportation Organizations.
- Organized & Orchestrated SMAC Informational Workshop
- Provided updates of services for older adults in need of transportation services.

2026 Work Plan

- Continue to Schedule and Organize 3 SMAC Informational workshops
- Schedule five presentations in 2026 from transportation service providers and educators in Contra Costa County.

- Participate in the Paratransit Coordinating Council, DACLAC, Accessible Transportation Task Force, and Regional Transportation Organization meetings.
- Participate in Master Plan for Aging local implementation, ensuring senior transportation and people with disabilities' issues are addressed.
- Participate in CCC's Accessible Transportation Strategic Plan implementation.

Candace Evans
Transportation Workgroup Chair

Technology Committee Roster

- Steve Lipson, Chair
- Cate Burkhart
- Brock Dubbels
- Denise Kalm
- Carol Kehoe
- Jill Kleiner
- Sam Sakai-Miller
- Jim Donnelly, Emeritus Member
- Gerry LaLonde-Berg, Alternate

EHSD staff members Alicia Espinoza, Glenda Pacha, and Jennifer Gomes-Figueiroa provided strong support to the work group throughout 2025.

Committee's Role

To support the Advisory Council on Aging (ACOA) by identifying and recommending ways to improve access and use of technologies for both the Contra Costa County older adult community-at-large as well as ACOA members. The workgroup:

- Provided ACOA Website Recommendations Edits/Updates/Additions.
- Identified non-county web resources (e.g. OATS /AARP) for use by CoCoElders411.net an unaffiliated digital resource.
- Supported the AAA in the execution of technology programming grants.
- Coordinated with the Legislative Committee on technology specific legislative proposals.
- Monitored AI (Artificial Intelligence) technologies and their impact on older adults.

Accomplishments

In 2025, the Technology Workgroup provided recommendations to the ACOA website, identified non-county resources for CoCoElders411.net (an unaffiliated website for older adults); supported the AAA in the execution of technology programming grants; provided input for SB 239/SB 707, legislation to revise the Brown Act and allow teleconferencing; monitored AI (Artificial Intelligence) technologies and their impact on older adults.

Hosted speakers from technology-related organizations including OATS (Older Adults Technology Services), Well Connected. Advised the AAA in the implementation of federal, state and local technology funding programs.

2026 Work Plan

- Review new technology-centric proposals for the California Senior Legislature.
- Provide recommendations to the AAA regarding technology-related funding.
- Continue to monitor AI issues as they relate to older adults and the disabled.

- Identify Educational Pathways for Older Adult Technology Training.
- Help formulate Inclusion & Equity, and Not Isolation and advise on CSL legislative proposals relevant to technology education/training for older adults.
- Explore Advisory Technology Partnerships with other agencies, including Public Health.
- Continue to identify non-county resources for CoCoElders411.net.
- Identify additional speakers to help keep the Committee informed.
- Identify and support new programming that addresses Goal 3 - Inclusion & Equity, and Not Isolation - of the California Master Plan for Aging and Local MPA Playbook.
- Create an infographic providing AI-related information important to older adults and caregivers.

Steve Lipson
Technology Committee Chair

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1490 **Agenda Date:** 4/14/2026 **Agenda #:** C.46.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: District 3 seat vacancy on the Contra Costa Commission for Women

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the resignation of Shauna Polk (Leal- Markham), DECLARE a vacancy in the District 3 Seat on the Contra Costa Commission for Women & Girls for a term ending February 28, 2030, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Burgis.

FISCAL IMPACT:
None.

BACKGROUND:
Ms. Shauna Polk (Leal- Markham) notified the Commission and the District office of her resignation effective March 25, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
None.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1491 **Agenda Date:** 4/14/2026 **Agenda #:** C.47.

To: Board of Supervisors

From: Transportation, Water and Infrastructure Committee

Report Title: ACCEPT Status Report on 2025 Transportation, Water & Infrastructure Committee Referrals.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT Status Report on 2025 Transportation, Water & Infrastructure Committee (TWIC) Referrals.

FISCAL IMPACT:

None.

BACKGROUND:

March 18, 2026, TWIC received a status report on the actions taken on TWIC referrals during 2025. The Committee received the report and recommended forwarding to the full Board of Supervisors for acceptance.

CONSEQUENCE OF NEGATIVE ACTION:

The 2025 TWIC status report will not be accepted by the Board of Supervisors.

Status Report: Referrals to the Transportation, Water, and Infrastructure Committee - 2026

(Approved at the April 18th TWIC Meeting)

Referral	Status
1. Review legislative matters on transportation, water, and infrastructure.	• Accepted the Annual Road Report for Calendar Year 2024 dated March 2025, directed staff to submit report to Board of Supervisors. **April** • Accepted the proposed updated Delta Water Platform (updated to better address the current conditions of the Delta ecosystem, communities, and economy; impacts associated with climate change) and recommended adoption by the Board of Supervisors. **April** • Reviewed and received public comment on the recommended list of the 2025/2026 Road Maintenance and Rehabilitation Account (RMRA) Senate Bill (SB1) funded road projects. **June**
2. Review applications for transportation, water, and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.	• Accepted the proposed California Strategic Growth Council (SGC)/ Housing & Community Development (HCD) Affordable Housing & Sustainable Communities (AHSC) Program candidate project (Orbisonia Village, Bay Point) and recommended approval by the Board of Supervisors. **April**
3. Monitor the Contra Costa Transportation Authority (CCTA) including efforts to implement Measure J.	
4. Monitor EBMUD and Contra Costa Water District projects and activities.	
5. Review projects, plans and legislative matters that may affect the health of the San Francisco Bay and Delta, including but not limited to conveyance, flood control, dredging, climate change, habitat conservation, governance, water storage, development of an ordinance regarding polystyrene foam food containers, monitor waste diversion initiatives, and water quality, supply and reliability, consistent with the Board of Supervisors adopted Delta Water Platform.	• Received a presentation on the Regional Alternative Compliance (RAC) System Joint Powers Authority (JPA) and approved the staff recommendation to join the RAC JPA. **March** • Received a presentation on progress of drought resilience planning for state small water systems and domestic well communities as required under Senate Bill 552. **March**

Referral	Status
6. Review and monitor the establishment of Groundwater Sustainability Agencies and Groundwater Sustainability Plans for the three medium priority groundwater basins within Contra Costa County as required by the Sustainable Groundwater Management Act.	
7. Review issues associated with County flood control facilities.	
8. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.	
9. Monitor the implementation of the Integrated Pest Management (IPM) policy.	
10. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants and expenditure plan.	
11. Monitor and report on the East Contra Costa County Habitat Conservation Plan (HCP).	• Received 2024 Annual Report from the East Contra Costa County Habitat Conservancy**. June**
12. Monitor the implementation of the County Complete Streets, Active Transportation, and Vision Zero Policies.	
13. Monitor and report on the Underground Utilities Program.	
14. Monitor implementation of the Letter of Understanding (LOU) with PG&E for the maintenance of PG&E streetlights in Contra Costa.	• Received the status report on the street light service coordination effort between PG&E and the County Public Works Department, Towns and Cities for street light maintenance. **November**

Referral	Status
15. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; and the deepening of the San Francisco-to-Stockton Ship Channel.	
16. Monitor the Iron Horse Corridor Management Program.	• Approved the New and Emerging Mobility Modes in the Corridor Element, as recommended by the Public Works Director and the Iron Horse Corridor Management Program Committee, central County area. **April**
17. Monitor and report on the Contra Costa Transportation Authority's Integrated Transit Plan.	
18. Review transportation plans and services for specific populations and locations, including but not limited to Coordinated Human Services Transportation Plan for the Bay Area, CCTA East County Ferry Feasibility Study, Olympic Corridor Trail Connector Study Implementation, and the Contra Costa County Accessible Transportation Strategic Plan.	
19. Monitor issues of interest in the provision and enhancement of general transportation services, including but not limited to public transportation, taxicab/ transportation network companies, and navigation apps.	
20. Monitor the statewide infrastructure bond programs.	
21. Monitor efforts at the State to revise school siting guidelines and statutes.	
22. Monitor issues related to docked and dockless bike share programs.	

Referral	Status
23. Monitor efforts related to water conservation including but not limited to turf conversion, graywater, and other related landscaping issues.	
24. Monitor the County's conversion to solar/distributed energy systems.	
25. Monitor issues with County Airports as they relate to surrounding land use, transportation, and related infrastructure.	
26. Monitor development of a historic preservation ordinance	• Report on the County's current regulation of historical resources from the Department of Conservation and Development and directed staff to return to a future meeting to provide analysis of options related to historic preservation for the County. **February**
27. Review and monitor Transportation Element development of the General Plan Update	

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1492 **Agenda Date:** 4/14/2026 **Agenda #:** C.48.

To: Board of Supervisors

From: Transportation, Water and Infrastructure Committee

Report Title: APPROVE the Transportation, Water & Infrastructure Committee 2026 referrals list.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE the Transportation, Water & Infrastructure Committee (TWIC) 2026 referrals list.

FISCAL IMPACT:

None.

BACKGROUND:

March 18, 2026, TWIC reviewed the draft 2026 referrals where they were discussed and revised as follows:

- TWIC referrals #5 and #6: Modified to address compliance with Senate Bill (SB) 552, which requires counties to establish a drought and water shortage task force (Task Force) and develop a Drought and Water Shortage Risk Mitigation Plan (Drought Resilience Plan). This followed SB 552 updates presented to TWIC in October 2024 and March 2025.

TWIC directed staff to bring the final 2026 referrals list to the full Board of Supervisors for approval.

CONSEQUENCE OF NEGATIVE ACTION:

TWIC will not have a current and up-to-date referrals list.

2026 DRAFT Referrals to the Transportation, Water and Infrastructure Committee

(Submitted to TWIC for consideration at their February Meeting.)

1. Review legislative matters on transportation, water, and infrastructure.
2. Review applications for transportation, water, and infrastructure grants to be prepared by the Public Works and Conservation and Development Departments.
3. Monitor the Contra Costa Transportation Authority including efforts to implement Measure J.
4. Monitor EBMUD and Contra Costa Water District projects and activities.
5. Review projects, plans and legislative matters that may affect the health of the San Francisco Bay and Delta, including but not limited to conveyance, flood control, dredging, climate change, habitat conservation, governance, water storage, drought resilience planning, development of an ordinance regarding polystyrene foam food containers, monitor waste diversion initiatives, and water quality, supply and reliability, consistent with the Board of Supervisors adopted *Delta Water Platform*.
6. Review and monitor the establishment of 1) Groundwater Sustainability Agencies and Groundwater Sustainability Plans for the three medium priority groundwater basins within Contra Costa County as required by the Sustainable Groundwater Management Act, and 2) a standing county drought and water shortage task force (Task Force) and Drought and Water Shortage Risk Mitigation Plan (Drought Resilience Plan) as required by Senate Bill (SB) 552.
7. Review issues associated with County flood control facilities.
8. Monitor creek and watershed issues and seek funding for improvement projects related to these issues.
9. Monitor the implementation of the Integrated Pest Management policy.
10. Monitor the status of county park maintenance issues including, but not limited to, transfer of some County park maintenance responsibilities to other agencies and implementation of Measure WW grants and expenditure plan.
11. Monitor and report on the East Contra Costa County Habitat Conservation Plan.
12. Monitor the implementation of the County Complete Streets, Active Transportation, and Vision Zero Policies.
13. Monitor and report on the Underground Utilities Program.
14. Monitor implementation of the Letter of Understanding with PG&E for the maintenance of PG&E streetlights in Contra Costa.
15. Freight transportation issues, including but not limited to potential increases in rail traffic such as that proposed by the Port of Oakland and other possible service increases, safety of freight trains, rail corridors, and trucks that transport hazardous materials, the planned truck route for North Richmond; freight issues related to the Northern Waterfront (and coordinate with the Northern Waterfront Ad Hoc Committee as needed), and the deepening of the San Francisco-to-Stockton Ship Channel.
16. Monitor the Iron Horse Corridor Management Program.
17. Monitor and report on the Contra Costa Transportation Authority's Integrated Transit Plan.
18. Review transportation plans and services for specific populations and locations, including but not limited to Coordinated Human Services Transportation Plan for the Bay Area, CCTA East County Ferry Feasibility Study, Olympic Corridor Trail Connector Study Implementation, and the Contra Costa County Accessible Transportation Strategic Plan.
19. Monitor issues of interest in the provision and enhancement of general transportation services, including but not limited to public transportation, taxicab/transportation network companies, and navigation apps.
20. Monitor the statewide infrastructure bond programs.
21. Monitor efforts at the State to revise school siting guidelines and statutes.
22. Monitor issues related to docked and dockless bike share programs.
23. Monitor efforts related to water conservation including but not limited to turf conversion, graywater, and other related landscaping issues.
24. Monitor the County's conversion to solar/distributed energy systems.
25. Monitor issues with County Airports as they relate to surrounding land use, transportation, and related infrastructure.
26. Monitor development of a historic preservation ordinance.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1493 **Agenda Date:** 4/14/2026 **Agenda #:** C.49.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: REAPPOINT Gareth Ashley to the District IV Seat on the Aviation Advisory Committee.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
REAPPOINT Gareth Ashley to the District IV Seat on the Aviation Advisory Committee to a term beginning March 1, 2026, and ending February 28, 2029.

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
The AAC provides a forum for the Director of Airports regarding airport policy matters.
The AAC is comprised of thirteen members appointed by the Board of Supervisors who must work and/or reside in Contra Costa County. The membership of the AAC consists of: 1) one member nominated by each of the five members of the Board of Supervisors; 2) one member nominated by the City of Concord; 3) one member nominated by the City of Pleasant Hill; 4) one member nominated by the Contra Costa County Airport Business Association; 5) one member nominated by the Airport Committee who lives in the vicinity of Buchanan Field Airport; 6) one member nominated by the Airport Committee who lives in the vicinity of the Byron Airport; and 7) three At Large members nominated by the Airport Committee representing the general community.

CONSEQUENCE OF NEGATIVE ACTION:
The District IV Seat will become vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1494 **Agenda Date:** 4/14/2026 **Agenda #:** C.50.

To: Board of Supervisors

From: Susan Brajkovic, Director of Risk Management

Report Title: ACEEO Reappointment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
The Board of Supervisors makes appointments to two distinct types of seats on its advisory bodies. The following process will be followed for appointments to these two types of seats: **Type 1**: Supervisorial District Appointments: Applications may be delivered to either the Clerk of the Board or to the District Supervisor's office. Applications received by a Supervisor's office are to be sent to the Clerk of the Board, and a copy is to be retained by the Supervisor's office. The Clerk of the Board will ensure that the Supervisor has a copy of all applications originally filed with the Clerk of the Board. **Type 2**: At Large/Countywide Appointments: Applications are sent to the Clerk of the Board. The Clerk of the Board will distribute the applications to the appropriate interviewer. Except for the Planning Commission and the Treasury Oversight Committee, bodies may generally conduct their own interviews of applicants, unless provided direction by a Board Committee. When an advisory body conducts interviews, the body's recommendation will be provided to a Board Committee for further review, along with all applications received for the applicable seat. In all cases, the Board Committee decides which applicants to nominate for full Board action. The ACEEO falls under Type 2.

FISCAL IMPACT:
None

BACKGROUND:

The Advisory Council on Equal Employment Opportunity (ACEEO) assists with the implementation of the County's Equal Employment Opportunities and Contracting Programs and serves as an advisory committee to the Board of Supervisors. The Equal Employment Opportunity Advisory Council is composed of thirteen (13) members appointed by the Board of Supervisors. Four (4) members of the Advisory Council shall be representative of the community; (3) members shall be representative of employee organizations; two (2) members shall be representative of County management; one (1) member shall be representative of education; (1) one member shall be representative of the disability community; (1) member shall be representative of the business community; and one (1) member shall be representative of veterans.

For many years, the Internal Operations Committee served as the reviewing committee for ACEEO nominations; however, the mission of the ACEEO is more consistent with the Board's Equity Committee, which

is now designated as the reviewing committee for ACEEO nominations. The process for the above seats is that the Equal Employment Officer conducts recruitment for membership, the ACEEO or a subcommittee thereof will screen applications or candidates and then forward its nominations to the Equity Committee for consideration and possible recommendation to the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will remain vacant.

Application Form

Profile

Roosevelt — First Name
— Middle Initial
Gipson Jr. — Last Name

[redacted] — Home Address
— Suite or Apt

SACRAMENTO — City
CA — State
95833 — Postal Code

[redacted] — Primary Phone

[redacted] — Email Address

District Locator Tool

Resident of Supervisorial District:

☑ N/A - Out of County

EHSD Volunteer and Emergency Services — Employer
Program Specialist — Job Title

Length of Employment

1 yrr

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 4

How long have you lived or worked in Contra Costa County?

11 yrs

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Advisory Council on Equal Employment Opportunity: Submitted

Seat Name

Education Seat-Renewal

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?

Current Member 2022

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Golden Gate University

Degree Type / Course of Study / Major

MBA

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

UC Davis

Degree Type / Course of Study / Major

BS/Admin In Health Care

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Metro Educatioin

Degree Type / Course of Study / Major

Adult Credential

Degree Awarded?

◉ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Health IT

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.

Renewal of Education Seat

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

Community College Credential Business and Industrial Management Adult Credential 30 day Emergency Credential August 2005 AUTOCAD/MATH INSTRUCTOR /(De Anza College/ Job Corps) - Instructed Trainees in AutoCAD and Basic Applied Mathematics (Technical Calculations) in the evening program. - Recruited trainees to the evening program - Promoted the college program to Job Corps trainees September 2001 GED INSTRUCTOR (TREASURE ISLAND JOB CORPS) May 2009 Duties: -Perform an assessment of at- risk students to determine readiness in Writing literature, social studies, math, and science components of the GED. -Diagnose student needs and provides professional instruction to students enrolled in GED. - Provide reasonable accommodation for those students identified to have special needs as recommended by the Disability Coordinator. - Staff Trainer (Career Success Standards)

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:

ACEEO

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

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

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and 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.

ROOSEVELT GIPSON, JR.
[redacted]
SACRAMENTO, CALIFORNIA 95833

RESUME OF QUALIFICATIONS
TELEPHONE [redacted]
TELEPHONE [redacted]

PROFESSIONAL

DIRECTION: Utilization of administrative, managerial, analytical, and instructional skills as it relates to the Volunteer Emergency Services Program Specialist position.

October 2017
To Present

EXPERIENCED LEVEL CLERK GA (GENERAL ASSISTANCE) PROGRAM (CONTRA COSTA COUNTY)
-Obtain GA Roster from GA Unit
-Enter GA Intake attendance into Calwin(Traffic Log)
-Proctor the BSI(Mental Health Screening) Group
-Complete an assessment of clients completing BSI questionnaire in CalWin
-Instruct Clients on use of the self-serve Kiosk
-Scan confidential documents
-Serve as a greeter for incoming clients
-Schedule & Reschedule GA appointments
-Refer clients to Job placements, Food pantry & other resources via the Resource Room.
-Issue Bus Passes/Bus tickets pending determined eligibility
-Maintain records of issued Bus passes/Bus Tickets

December 2014
November 2016

EXCHANGE CUSTOMER SERVICE AGENT (CONTRA COSTA COUNTY)

Duties:
-Answers Covered California customer inquiries through multiple system and toll-free telephone numbers for responding to inbound and other calls as necessary.
-Handles requests through Covered California customer inquiries and complaints, using business knowledge, professionalism, and efficiency, to maximize and facilitate one-call resolution;
-Refers unresolved Covered California customer complaints to the Customer Service Supervisor or other appropriate staff;
-Responds to Covered California customers' inquiries, complaints, and refers requests using business knowledge, policy, uniform procedures, professionalism, and efficiency to facilitate one-call resolution;
-Records Covered California customer interactions, recording details of inquiries, complaints, or comments, as well as actions taken.
-Provide Technical Support to assist customer in setting up and maintaining online account utilizing CAL HEER'S statewide system

October 2011
September 2018

U.S. SMALL BUSINESS ADNINISTRATION (Disaster Assistance)

-Respond to a variety of customer inquires ranging from routine to complex, and provide detailed information to the public regarding federally declared disasters and SBA's loan program.
-Assist individuals and businesses with the completion of various SBA loan applications.

-Assist applicants in filing an application via the Internet through use of SBA's Electronic Loan Application.
-Screen the ELA Home and Business applications for accuracy and completeness.
-Act as a lead to subordinate Customer Service Representatives (communicating management's goals and objectives to team members.

August 2005 **AUTOCAD/MATH INSTRUCTOR /(De Anza College/ Job Corps)**
- Instructed Trainees in AutoCAD and Basic Applied Mathematics (Technical Calculations) in the evening program.
- Recruited trainees to the evening program
- Promoted the college program to Job Corps trainees

September 2001 **GED INSTRUCTOR (TREASURE ISLAND JOB CORPS)**
May 2009

Duties:
-Perform an assessment of at- risk students to determine readiness in Writing literature, social studies, math, and science components of the GED.
-Diagnose student needs and provides professional instruction to students enrolled in GED.
- Provide reasonable accomadtion for those students identified to have special needs as recommended by the Disability Coordinator.
- Staff Trainer **(**Career Success Standards)

July 1996 **PAROLE AGENT I (SACRAMENTO NORTH UNIT)**
December 1997

Duties:
-Supervised and monitored behavior of parolees in both the office and in the field.
-Established and maintained contacts with employers, family, and friends to augment knowledge of parolees and their behavior patterns.
-Developed community resources
-referred and counseled parolees to assist them in locating needed services (employment services, housing, substance abuse treatment, and etc).
-Investigated parole violations and recommend appropriate action.
-Prepared reports to the Board Of Prison Terms (Violation, Discharge Review, Parolee At Large and etc).
-Attended parole revocation hearings
-Apprehended and arrested parolees in violation of parole.

April 1994 **PAROLE AGENT I (INTERSTATE PAROLE UNIT)**
July 1996

Duties:
-Monitor parolees accepted by states that participate in the Interstate Compact (The agreement by which all 50 states, the District of Columbia, the Virgin Islands and Puerto Rico function cooperatively in the supervision of probationers and parolees).

-Arrange extradition proceedings for California parolee ordered returned by the Parole Hearings Division (PHD)
-Makes appropriate transportation arrangements upon being advised of a parolee's availability for return from outside of California.
-Provide technical assistance to Parole Regions on Interstate matters.
-Arrange emergency Reporting Instructions based on criteria setforth in the Interstate Compact Agreement.
-Complete all tasks needed to supervise behavior of parolees in the receiving state.
-Perform other related duties as assigned.

December 1992
April 1994

California State Prison Sacramento

CORRECTIONAL COUNSELOR I

Duties:
-Interviewed inmates to gather information
-Read, evaluated, reviewed, and summarized reports from a variety of sources to assist in classification on an inmate.
-Assisted in the development or modification of the inmate's program.
-Wrote and prepared board reports to the Board of Prison Terms summarizing all data on the inmate while making a prognosis for parole suitability.
-Gathered, verified and evaluated information in regards to enemy or gang affiliations between inmates, incidents, and requests made by the courts.
-Interpreted and evaluated the inmate's central file for partners of positive or negative behavior.
-Performed Peace Officer duties as required.
-Assisted custodial staff during emergency situations.

March 1992
October 1992

P&CSD, Parole Automation Team

PAROLE AGENT I, AUTOMATION TRAINER

Duties:
-Completed Training for Trainers course
-Co-instructed a class to train P&CSD staff on a segment of the CMIS system which will integrate the functions of DDPS, OBIS, Parole Tracking System to enable access and utilization of information between headquarters, institutions and parole regions.

-Utilized written course material, Microsoft Windows, Microsoft Word for Windows, and Newwave.

November 1989 – November 1992

California Department of Corrections

PAROLE AGENT I

Duties:
-Supervised and monitored behavior of parolees in both the office and in the field.
-Established and maintained contacts with employers, family, and friends to augment knowledge of parolees and their behavior patterns.
-Developed community resources
-Referred and counseled parolees to assist them in locating needed services (employment services, housing, substance abuse treatment, and etc).
-Investigated parole violations and recommend appropriate action.
-Prepared reports to the Board Of Prison Terms (Violation, Discharge Review, Parolee At Large and etc).
-Attended parole revocation hearings
-Apprehended and arrested parolees in violation of parole.
-Provided AIDS information to the parole unit.

February 1989 – November 1989

California Department of Corrections

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST

Duties:
-Developed systems for monitoring the flow of cases through the re-entry program.
-Analyzed the impact upon occupancy levels and population turnover, of screening procedures, transportation logistics, classification disciplinary action, and facility /program availability.
-Prepared Request for Proposal (RFP) packages and assists in their administration.
-Prepared Budget Change proposals
-Formulated program policy and procedural recommendations
-Prepared contracts
-Prepared closing reports and evaluations on contract performance

-Audited re-entry programs and facilities for compliance to program requirements.
-Monitored statewide procurement of equipment, supplies, forms, and office space.
-Assisted in the planning of new re-entry facilities.
-Provided technical assistance to the parole regions in servicing contracts

October 1987 – February 1989

State Controller's Office

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST

Duties:
-Developed Request for Proposal (RFP)
-Developed user requirements
-Developed Magnetic Tape survey document
-Participated in various management studies to improve the personnel payroll process.

February 1987 – March 1987

California State Lottery Commission

STAFF SERVICES MANAGER I (Acting)

Duties:
-Supervised staff that was responsible for examining fraudulent lottery tickets.
-Wrote investigative procedures pertaining to the use of informants (whose confidentiality or name is maintained) and operators (where identities are public knowledge) to do undercover investigations.
-Supervised staff that developed the division budget and tracked expenditures.
-Reviewed questionable tickets to determine whether or not altered tickets were fraudulent.

October 1986
October 1987

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST

Duties:
-Reviewed criminal investigations involving retailers conducted by Lottery Agents for the purpose of recommending appropriate administrative action against retailers.
-Prepared written recommendations to the Director and/or the Retail Support Division.
-Developed written directives, policies, and procedures involving security operations in retail sales.
-Prepared and monitored contracts with the following agencies: Department of Justice; Department of General Services; Department of Personnel Administration; and the Department of Alcoholic Beverage Control.
-Maintained liaison with allied law enforcement agencies; i.e. Department of Alcoholic Beverage Control, Department of Justice, and Department of Motor Vehicles to ensure mutual sharing of intelligence and coordination of law enforcement efforts.
-Supported other Security personnel in assisting with security at drawings.
-Assisted Agents in investigation of criminal acts committed against the lottery.
-Evaluated Invitation for Bids (IFBs) to select a vendor to provide maintenance on the Lottery's statewide security system.
-Developed an issue memo to amend the Lottery Act of 1984 to allow the Lottery to conduct both pre-employment and post employment investigations on employees including arrests and convictions.
-Reviewed and analyzed legislation to advise management on the potential impact on the Lottery.
-Developed the Security Division's statewide training budget.

May 1985
October 1986

State of California, Board of Control

ASSOCIATE GOVERNMENTAL PROGRAM ANALYST

Duties:
-Reviewed and analyzed victim of violent crime reports for completion and adherence to statutory and regulatory requirements and determined that all required information was received and presented in compliance with statute, Administrative Code regulations
-Prepared summary of victim claims.
-Selected and presented appropriate data to the Board of Control.
-Assisted the Claimant and claimant's counsel in the presentation of the claim to the Board.
-Recommended to the Board the disposition of claims based on a thorough knowledge of programs such as public assistance, Medi-Cal, Medicare, Social Security, veterans benefits, unemployment insurance, and state and federal tax computations.
-Maintained liaison between local programs, other state and federal agencies as well as the legislative staff.
-Prepared a report to the Joint Legislative Budget Committee on the success of steps taken to reduce and streamline the victims claim processing procedures.

January 1985 **State of California, Department of Health Services**
May 1985

STAFF SERVICES ANALYST

Duties:

-Analyzed the Medicare Buy-In system, identified problems and developed solutions.
-Monitored the Federal Government's Social Security Administration accretions of Supplemental Security Income Recipients for Buy-In as per the Buy-In agreement and section 254 of the Social Security Administration and State Buy-In Manual.
-Developed system improvements on the state-operated computer system, county welfare identification files and the department's Eligibility History File.
-Prepared analysis of work flow and other periodic reports for use by management.
-Utilized microcomputer _IBM-XT), and various software packages (i.e. Lotus 1-2-3, R Base 4000, and WordStar) in completion of complex assignments.

December 1982 **State of California, Office of Statewide Health Planning & Development**
December 1984

HEALTH PLANNING ANALYST

Duties:

-Directed the activities of subordinate staff, and performed other health planning activities as required.
-Coordinated and maintained liaison with Federal, State and local health planning groups department managers, and staff, professional organizations, universities, citizens committees, and others participating in regional and statewide health planning studies.
-Coordinated matching and placement activities for Southern California region.

-Assisted in the development of vacancies, for potential placement of National Health Service Corps physicians.
-Reviewed appropriate health manpower shortage area designations.
-Assessed distribution and availability of primary care resources in health manpower shortage areas.
-Monitored and provided technical assistance to 40 private practice option placements and 24 National Health Service placements.
- Worked directly with the Rural Health Division to provide education on health promotion,health prevention & monitored program for performance.

January 1982 **University of California, Davis**
December 1982 **School of Medicine**

SENIOR PROGRAM COORDINATOR

Duties:

-Supervised activities of student assistants.
-Coordinated and implemented Federal Health Resources Development Program for the School of Medicine.

-Implemented educational agreements at five Northern California Junior and Senior college campuses.
-Recruited and counseled undergraduate minority pre-med students for the School of Medicine.
-Coordinated other tasks, projects as directed by Project Manager.
-Developed the retention component of the program.

April 1981 – January 1982

University of California, Los Angeles
School of Medicine, Area Health Education Center

PROGRAM COORDINATOR

Duties:
-Supervised activities of the part-time recruiters and counselors.
-Developed and coordinated the Health Professions Resource Center Recruitment Program.
-Established pre-health clubs.
-Established and maintained close working relationships at targeted Area Health Education Centers, colleges, universities, and health centers.
-Developed and presented recruitment presentations.
-Advised students; provided student support information to the Program Director.
-Coordinated annual calendars; designed and developed recruitment publications; maintained statistical data; analyzed and evaluated program.
-Assisted in planning, preparation of health care conferences and attended health related conferences.
-Coordinated the early outreach component to motivate high school students (grades 9-12) into the health sciences.
- Maintained strategic partnerships with academic programs, communities, and professional organizations.
- Worked with many clinics in the community to enhance access to quality health care, particularly primary and preventive care, by improving the supply and distribution of healthcare professsion as well as develop & distribute Health Information

September 1980 – January 1981

University of California, San Francisco
Student Services, Personnel Department

FINANCIAL AID ADVISOR

Duties:
-Analyzed and determined student's eligibility for financial aid in accordance with established criteria.
-Conducted in-depth interviews with students, reviewed application, explained financial aid policies.
-Coordinated the Guaranteed Student Loan and other outside loan program data; kept abreast of legislation, federal mandates, and lender policies.
-Maintained continuous contact with primary lenders.
-Specialized skills included the analysis of complex federal and university financial aid policies and programs.

August 1978 – February 1979

Liberty Mutual Insurance Company

CLAIMS ADJUSTER

Duties:

-Investigated and settled workers compensation and liability claims.
-Conducted field investigations, reporting, cost analysis, and negotiations.
-Directly interfaced with policyholders and insurance management, often in a problem solving capacity.

October 1975
June 1978

University of California, Davis

PEER ADVISOR AND COUNSELOR

Duties:

-Maintained liaison between students, coordinators, and the director Peer Advisor and Counselor Program.

-Provided counseling to a case load of 150 students on academic and financial matters which entailed needs analysis and review, interviewing, and serving as a referral and informational sources.
-Practical experience in the outreach area often serving as a "dropin" advisor.
-Experienced in conducting workshops and seminars.

EDUCATIONAL BACKGROUND

California Community College Credential
(Lifetime)
Designated Subjects Adult Credential
(July 2005)

Business & Industrial Management
Business Management
Elementary & Secondary Basic Skills
Metropolitan Education
San Jose, California

M.B.A.
(June 1980)

Health Services Management
Golden Gate University
San Francisco, California

B.S.
(June 1978)

Administration and Human Behavior in Health Care
University of California
Davis, California

PRACTICAL EXPERIENCE:

FOOD SERVICES MANAGER: UNIVERSITY OF CALIFORNIA, DAVIS

October 1974
May 1975

-Provided direct supervision to 8 food service personnel.
-Developed management experience in the administration of food services, purchasing operations, safety, sanitation, and food handling.

-Developed practical skills in financial management, equipment planning and evaluation of alternative systems.

HEALTH SERVICES PRACTICUM

WOODLAND MEMORIAL HOSPITAL,WOODLAND,CALIFORNIA

-Completed an internship at this private hospital rotating through all departments including radiology, laboratory, medical records, physical plant and storage areas.
-Gained knowledge of the functional and organizational structure, management and operation of a hospital, as a business and social institution.
-Learned role relationships of the governing board, administration, and medical staff

as they relate to the internal and external forces which affect the administrative process.
-Provided written analysis/recommendation regarding problem areas.

PERSONAL HEALTH DEPARTMENT, Sacramento, California

-Experienced in the planning of patient-care programs faced with issues dealing with public accountability for health services.
-Formulated policy to provide greater accessibility and quality of care.
-Gained practical knowledge of main office operations in support of six Sacramento Clinics with specialized experience in the "Take-Care Project" for the Elderly.
-Frequented clinics to review facility utilization and services.

AFFILIATIONS:

Advisory Council on Equal Employment Opportunity (ACEEO)
AHIMA
HIMSS
California Health Information Association
Association of MBA Executives, Inc.
Cal Aggie Alumni Association
Golden Gate University Alumni Association

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1495 **Agenda Date:** 4/14/2026 **Agenda #:** C.51.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: REAPPOINT Robert Sarmiento to the Contra Costa County Primary seat and Carl Roner to the Contra Costa County Alternate seat on the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee with terms that will expire on December 31, 2027, as recommended by the Conservation and Development and Public Works Directors.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
REAPPOINT the following staff to the Contra Costa Transportation Authority's Countywide Bicycle and Pedestrian Advisory Committee, with terms expiring December 31, 2027:

- Contra Costa County Seat: Robert Sarmiento, Department of Conservation and Development
- Contra Costa County Seat-Alternate: Carl Roner, Public Works Department

FISCAL IMPACT:
No impact to the General Fund. Staff time for this effort has been incorporated into the Departments' budgets.

BACKGROUND:
With the formalization of the Countywide Bicycle and Pedestrian Advisory Committee (CBPAC) in 2011, the bylaws (Exhibit A) call for member agencies to reappoint representatives or appoint new staff representatives every other year for a two-year term. The structure of the CBPAC is as follows (from the CBPAC bylaws):

1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees;
2. One staff person plus one alternate appointed by the County of Contra Costa;
3. One representative plus one alternate appointed by the East Bay Regional Park District;
4. One citizen representative plus one alternate appointed by Bike East Bay;
5. Two citizens appointed by the Authority, one of whom is familiar with issues of youth walking and bicycling and one of whom is familiar with issues of seniors and disabled non-motorized transportation.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommended action is not taken, the County will not be represented on the Countywide Bicycle and Pedestrian Advisory Committee, and the County's position will not be represented during the development of

recommendations on planning and funding issues related to walking and bicycling policies in Contra Costa County.

CONTRA COSTA
transportation
authority

By-Laws

Countywide Bicycle and Pedestrian Advisory Committee

Adopted October 19, 2011

These by-laws outline the purpose, membership, responsibilities, and operating procedures of the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (herein "CBPAC") of the Contra Costa Transportation Authority (the "Authority").

1. Name and Authorization

The name of this organization shall be the Contra Costa Countywide Bicycle and Pedestrian Advisory Committee (CBPAC).

2. Purpose

2.1. The purpose of the CBPAC is to advise the Authority on bicycle and pedestrian issues and to help the Authority carry out its responsibilities as a sales tax and congestion management agency.

2.2. The CBPAC shall have the responsibility to:

2.2.1. Oversee updates to the CBPP and other Authority policy documents and help implement the policies established therein

2.2.2. Review and provide recommendations on applications for funding for bicycle and pedestrian projects and programs

2.2.3. Review and comment on "complete streets" checklists required of proposed projects

2.2.4. Address other bicycle or pedestrian issues facing the Authority, Contra Costa and the region

2999 Oak Road, Suite 100, Walnut Creek CA 94597
Phone 925 256 4700 | Fax 925 256 4701 | www.ccta.net

3. Membership

3.1. The CBPAC shall be comprised of 13 members, plus alternates as noted, appointed from the following agencies:

3.1.1. One citizen and one staff person plus one alternate appointed by each of the four Regional Transportation Planning Committees

3.1.2. One staff person plus one alternate appointed by the County of Contra Costa

3.1.3. One representative plus one alternate appointed by the East Bay Regional Park District

3.1.4. One citizen representative plus one alternate appointed by the East Bay Bicycle Coalition

3.1.5. Two citizens appointed by the Authority, one of which familiar with issues of youth walking and bicycling and one of which familiar with issues of seniors and disabled non-motorized transportation

3.2. Citizen members shall be residents of Contra Costa.

3.3. Members shall represent the general countywide interest and not solely the interest of their appointing authorities or any specific organization.

3.4. At the discretion of the respective appointing body, CBPAC members are subject to recall at anytime.

3.5. Members shall be appointed for two year terms. There shall be no limit on the number of consecutive terms which a member may serve.

3.6. If a member fails to attend three consecutive meetings, whether regularly scheduled or special, the position to which that member was appointed shall be considered vacant. Attendance by an alternate for that position shall be considered attendance by the member.

3.7. A vacancy in a position shall be filled for the remainder of the term by the alternate assigned to that position, if any, or until the appointing agency appoints another person to fill that position.

4. Officers

4.1. The Officers of the CBPAC shall be a Chair and a Vice-Chair. Their duties shall be as follows:

4.1.1. Chair: Presides over CBPAC meetings; reviews the meeting agenda; appoints subcommittees and subcommittee chairs; and reports the CBPAC's actions and decisions to the Authority as appropriate.

4.1.2. Vice-Chair: Presides over the CBPAC meetings in the absence of the Chair; conducts the other duties of the Chair in his/her absence.

4.2. Election of Officers shall be made as follows:

4.2.1. Chair: The Chair's term of office shall be for one calendar year. The Chair shall be elected each year at the last meeting of the calendar year by a majority of the CBPAC members present and voting, and shall serve until replaced by a newly-elected chair. If the term of appointment of the Chair expires before the year is out, and that member does not seek or accept reappointment, the Vice-Chair will serve as Chair until the following January.

4.2.2. Vice-Chair: This officer shall be elected by a majority of the CBPAC members present and voting at the last meeting of the calendar year. The term of office shall be for one year. If the term of appointment of the Vice-Chair expires before the year is out and that member does not seek or accept reappointment, the Committee will hold an election for a Vice-Chair to serve out the remainder of the term.

4.3. In the event of a vacancy in the office of the Chair, the Vice-chair shall be elevated to the office of Chair for the remainder of the calendar year term, and the CBPAC shall nominate and elect a new Vice-chair.

5. Voting

5.1. Decision-making by the CBPAC shall be by consensus. The CBPAC shall use formal voting only where consensus among members, and alternates attending in place of a member, cannot be reached.

5.2. Each member shall have one vote. Alternates are eligible to vote when seated in place of their regular committee member.

5.3. A quorum shall consist of a majority of the then-appointed CBPAC members. Vacant positions shall not be considered in calculating whether a quorum has been achieved. Alternates attending instead of regularly-appointed members shall be considered as members in determining whether a quorum has been achieved.

5.4. Actions taken by the CBPAC must be approved by a majority of those members or alternates eligible to vote at a meeting at which a quorum has been achieved.

6. Meetings

6.1. All CBPAC meetings shall be posted public meetings conducted in compliance with the Brown Act.

6.2. The regular meetings of the CBPAC are generally scheduled for the fourth Monday of every other month beginning in January of every year at 11:00 a.m. in the Authority offices at 2999 Oak Road, Suite 100, Walnut Creek, California 94597. Additional or alternative meetings may be scheduled to address issues requiring more immediate consideration.

6.3. The rules contained within the current edition of Robert's Rules of Order (Newly Revised) shall govern the CBPAC in all cases to which they are applicable and in which they are not inconsistent with these bylaws, the Authority's Administrative Code, the Authority's Office Procedures Guide, and any special rules of order the CBPAC may adopt.

7. Subcommittees

7.1. The Chair may establish subcommittees and ad hoc committees as necessary.

7.2. Each subcommittee shall consist of at least three (3) CBPAC members. Members shall be reappointed annually.

8. Amendment of By-Laws

Amendment of these bylaws may be initiated either by the CBPAC or the Authority directly. Amendment by the CBPAC requires a two-thirds (2/3) vote of the CBPAC members present and voting at any regular meeting of the CBPAC, and subsequent approval by the full Authority Board. Amendment by the Authority would be made consistent with the Authority's adopted procedures.

9. Communications and Reporting

9.1. The primary channel of communication for the CBPAC shall be through written and oral reports from the CBPAC to the Technical Coordinating Committee, and through that committee to the Planning Committee and Authority board.

9.2. Reports from the CBPAC should reflect the consensus of the CBPAC. If consensus has not been achieved, the Chair shall convey to the Authority that the CBPAC position reflects a majority vote, and the Chair shall acknowledge and convey minority opinions.

9.3. CBPAC members are encouraged to report back to their appointing Councils or boards on at least an annual basis and more frequently if warranted.

10. Conflict of Interest

10.1. There shall be no monetary gain by members of the CBPAC as a result of their membership and actions on the CBPAC.

10.2. CBPAC members shall recuse themselves from discussion and voting on issues in which they might have a personal financial interest or benefit.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1496 **Agenda Date:** 4/14/2026 **Agenda #:** C.52.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Purchase Order with R-Computer for Pointnext Tech Care Essential Service

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Clerk-Recorder, to execute a purchase order with R-Computer in an amount not to exceed $17,940 to provide Pointnext Tech Care Essential Service which supports the Clerk-Recorder Information Management System server, for the period of June 7, 2026, through to June 8, 2028.

FISCAL IMPACT:
The total purchase of $17,940 will not have any impact on the General Fund as it will be funded 100% by the Department's Recorder Micrographics/Modernization Fund.

BACKGROUND:
The Clerk-Recorder Division requires the purchase of this warranty support coverage for the production server hosting the Clerk-Recorder Information Management System applications and database.

The Terms and Conditions for the HPE Pointnext Tech Care contain a Limitation of Liability clause that states HP's liability is capped at the amount paid for the service, neither HP nor the County can claim indirect or consequential damages, and HP is not responsible for delays or failures outside its control.

CONSEQUENCE OF NEGATIVE ACTION:

The Department will not have warranty coverage on its Clerk-Recorder Information Management System servers in case of defect, breakage, or failure, which could result in the inability to backup data on the Clerk-Recorder servers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1497 **Agenda Date:** 4/14/2026 **Agenda #:** C.53.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Memorandum of Understanding with John Swett Unified School District for Expanded Playground at Lefty Gomez Park.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a memorandum of understanding with John Swett Unified School District to contribute $252,000 of County Park Impact and Park Dedication fee funds for expanded playground improvements at Lefty Gomez Park for the period April 14, 2026 through December 31, 2026. (100% Park Fees)
2. RESCIND Board action on December 16, 2026 authorizing Conservation and Development Director, or designee, to execute a memorandum of understanding with John Swett Unified School District to contribute $90,000 of County Park Impact fee funds for expanded playground and fencing improvements at Lefty Gomez Park for the period of December 16, 2025 through December 31, 2026.
3. DETERMINE that the Project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15302.
4. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.

FISCAL IMPACT:

100% Park Dedication and Park Impact Fees

BACKGROUND:

This Board authorization rescinds and replaces the Board Authorization on December 16th, 2025. The project has been updated to provide for increased ADA accessibility, including additional accessible playground elements and new pour in place surfacing instead of wood fiber.

Project Description

The park fees are being requested to help fund expanding playground structures and components to increase ADA accessibility and replace surfacing for ADA accessibility material at Lefty Gomez Park in the unincorporated community of Rodeo. The tasks associated with the improvements include:

- Remove and dispose of existing playground components and surface material
- Purchase and install new playground structure, swing bay with traditional bucket swings and ADA accessible swing, and an inclusive whirl
- Upgrade playground safety surface to a pour in place material for ADA accessibility.

The total project will cost an estimated $252,000.

Park Fund Background

The County imposes fees on residential development to fund park and recreational facilities under both the County's Park Dedication Ordinance and the County's Park Impact Fee Ordinance.

Park Dedication Fees are assessed on projects requiring approval of a subdivision or development plan and can be used to develop new or rehabilitate existing parks or recreational facilities.

Park Impact Fees are assessed on residential development and can be used to fund the expansion or acquisition of new facilities, infrastructure, and equipment. Park Impact Fees must be spent on parks identified in the Park Capital Improvement Plan.

Both funds must be spent on facilities that serve the residents where the fee originates. Funds from these fees are deposited into accounts associated with the community where the residential development occurs to ensure the funds are directed to park and recreational facilities which serve the residents affected by the development.

The following table outlines the Rodeo park fund accounts, the amounts associated with the Lefty Gomez playground project, and the remaining funds in the accounts.

Rodeo Accounts	**Amount Available**	**Amount for Lefty Gomez Playground Project**	**Remaining Funds**
PD1000038 (Park Dedication - Rodeo)	$144,963.21	$116,451.37	$28,511.84
PI1000038 (Park Impact - Rodeo)	$135,548.63	$135,548.63	No funds remaining
Total Funds	**$280,511.84**	**$252,000**	**$28,511.84**

Use of the park fees identified are reasonably related to proposed improvements at Lefty Gomez and are consistent with government code section 66001(a)(3)-(4), because the proposed park improvements will serve the Rodeo community, the community from which the proposed expenditures were collected.

Applicable General Plan Goal and Policies

The overarching goal for parks in the Public Facilities and Services Element of the County's General Plan is to create and maintain an easily accessible, integrated system of high-quality parks and trails to meet the needs of all residents (Goal PFS-8).

The Lefty Gomez Park ADA Play Structure project helps to implement this goal through the following General Plan policies:

- Support development of a variety of local amenities that meet a diverse range of recreational needs, such as ballfields, all-abilities playgrounds, tot lots, spraygrounds, adult fitness courses, gymnasiums, swimming pools, sport courts, passive parks, pocket parks, urban gardens, and trails. (PFS-P8.1)

- Expand access to diverse, high-quality parks, green spaces, recreational facilities, trails, and natural environments for residents of Impacted Communities, including by facilitating multiple transportation modes. Partner with other agencies and non-governmental organizations to obtain funding, and design and maintain these facilities to offer a safe and comfortable environment for users of all ages and abilities. (PFS-P8.3)
- Prioritize and promote recreational activity programs and opportunities in Impacted Communities. (PFS-P8.4)
- Support expanded access to recreation opportunities by working with other agencies to co-locate parks and trails with public facilities, such as schools and utility easements, prioritizing Impacted Communities. (PFS-P8.6)

Parks Capital Improvement Plan Consistency

Lefty Gomez Park is identified in the County's Parks Capital Improvement Plan as a park supporting the Rodeo community.

California Environmental Quality Act (CEQA)

Staff recommends the Board of Supervisors find that the project is exempt from the California Environmental Quality Act (CEQA) Categorial Exemption pursuant to Article 19, Section 15302 of the CEQA guidelines. Section 15302 covers the replacement or reconstruction of structure while maintaining the same use. The project includes new play structure improvements and playground surfacing to replace existing play structures and playground surfacing.

CONSEQUENCE OF NEGATIVE ACTION:

If the funds are not authorized, it is likely the School District will not be able to complete the project.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1498 **Agenda Date:** 4/14/2026 **Agenda #:** C.54.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Contract Amendment with Exponent for Services of Dr. Susan Paulsen, Water Resources Consultant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute on behalf of the County and the Contra Costa County Water Agency, both a contract amendment with Exponent, Inc., to extend the termination date from June 30, 2026, to December 31, 2027, and increase the payment limit by $50,000, to a new payment limit of $200,000, and an amendment to a reimbursement agreement with Solano County to increase Solano's share of Exponent's costs by $25,000, to a new reimbursement limit of $100,000, for continued water resources consulting connected with the State of California's Delta Conveyance Project. (100% Water Agency funds)

FISCAL IMPACT:

The $50,000 increase in cost will be funded by the Contra Costa County Water Agency. Pursuant to the amendment to the executed Reimbursement Agreement between Contra Costa and Solano Counties, Solano will reimburse one half of Exponent's charges, up to $100,000.

BACKGROUND:

The State Water Resources Control Board (State Water Board) is in the process of holding a public hearing about the Delta Conveyance Project (DCP) to consider the water right change petitions filed by the Department of Water Resources (DWR) which propose to add two new points of diversion and rediversion to water right Permits held by the State Water Project (SWP). The County and Water Agency intend to utilize the existing contract with Exponent Inc. for the services of Susan Paulsen, Ph.D., PE, who has provided expert scientific review on the draft environmental impact report for the DCP in the State Water Board hearing. Dr. Paulsen prepared "Technical Comments on the Delta Conveyance Project and Associated Draft Environmental Impact Report, Exhibit C" that was submitted to the State prior to the public comment deadline. These comments were submitted on behalf of Contra Costa County, the Water Agency, and Solano County.

Contra Costa and Solano have shared interests, and they share in the cost of Dr. Paulsen's work under a separate reimbursement agreement. Under that reimbursement agreement, Contra Costa is responsible for administering this contract. If the contract is not extended, both counties will be left without expertise in these

areas at a critical time when the water rights hearing before the State Water Board is in process.

Staff recommends the County and Water Agency continue to utilize Dr. Paulsen's extensive knowledge of California water supply issues, including expertise in hydraulics, water quality, and water quality modeling specific to the Sacramento-San Joaquin Delta for this next phase of public review on the DCP as it will serve the County's interests in protecting water quality in the west Delta. The payment limit for Dr. Paulsen's services will be increased to $200,000. Solano will continue to share in the cost of those services, and will reimburse the Water Agency for one half of the cost, not to exceed $100,000.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the contract amendments would leave the County and Water Agency (and Solano County) without critical expertise in water resources during the next phase of review of the Delta Conveyance Project.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1499 **Agenda Date:** 4/14/2026 **Agenda #:** C.55.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Density Bonus and Inclusionary Housing Developer Agreement for Walnut Estates, Walnut Creek

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a Density Bonus and Inclusionary Housing Developer Agreement, requiring the construction and sales of one moderate-income unit within the Walnut Estates Subdivision project, County File #CDSD21-09581, a 10-lot subdivision located at 3180 Walnut Boulevard in unincorporated Walnut Creek (APN: 180-240-002).

FISCAL IMPACT:

There is no cost to the County for entering into the Agreement. The applicant is responsible for the payment of all fees associated with this development.

BACKGROUND:

The Walnut Estates Subdivision project, County File #CDSD21-09581, a residential single-family 10-lot subdivision in unincorporated Walnut Creek was approved by the Board of Supervisors on February 27, 2024. The approved project was subject to the County's Inclusionary Housing Ordinance, and the developer proposed a housing development pursuant to Government Code Section 65915, more commonly known as the State's Density Bonus Law (Density Bonus Law). Utilizing the Density Bonus Law, the developer will build one moderate-income (120% area median income) unit to meet the Density Bonus Law requirement for this property to receive a density bonus. A density bonus is required because the County's General Plan and Zoning Ordinance permits the construction of a maximum of nine residential lots on the property, and the developer requested that the housing development be permitted to exceed the maximum allowable density with 10 residential lots.

The developer was also granted a concession to allow the developer to use gross acreage when calculating the maximum base density on the property and provided waivers of certain development standards pursuant to Density Bonus Law. In addition to the approval of the density bonus and related concessions and waivers allowed under Density Bonus Law, the approval of the project included payment of an in-lieu fee for a partial unit pursuant to the County's Inclusionary Housing Ordinance.

A Density Bonus/Inclusionary Housing Developer Agreement (Agreement) is required by the County's Density Bonus Implementation Ordinance and the County's Inclusionary Housing Ordinance to enforce the project's affordable housing obligations. Staff has prepared the attached Agreement between the County and TH Walnut Estates LLC, the current property owners/developer. If the property is sold to another developer, the Agreement will run with the land, and the new developer will be subject to the Agreement's obligations.

The Agreement requires the developer to construct and sell one moderate-income affordable unit in the housing development to meet the requirements of the Inclusionary Housing Ordinance and Density Bonus Law. The affordable home must be constructed on the same schedule as the market-rate homes and be of the same exterior appearance, with the same average number of bedrooms as the market-rate homes. The approved inclusionary housing plan and density bonus proposal identifies Lot 4, as shown in Exhibit B of the attached Agreement, where the moderate-income unit is to be constructed. County staff will monitor the sale of the affordable unit to ensure compliance with the affordability restrictions. The property has a deed restriction for 45 years and must be sold to a qualified moderate-income household for that term. At any time during the 45-year term of the Agreement, any subsequent resale of the affordable unit to a non-income qualified would require the County to receive a proportionate share of the increase in value of the unit, which will be revenue for future affordable housing investments.

CONSEQUENCE OF NEGATIVE ACTION:

The Walnut Estates Subdivision project was approved with conditions for the developer to enter into a Density Bonus and Inclusionary Housing Developer Agreement pursuant to the County Density Bonus Ordinance, County Inclusionary Housing Ordinances, and State Density Bonus law. The consequences of negative action would delay the development of the project, as an executed agreement is required prior to the recordation of the Final Map or issuance of building permits, whichever occurs first.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DENSITY BONUS AND INCLUSIONARY HOUSING DEVELOPER AGREEMENT

(Walnut Estates, 3180 Walnut Boulevard, County File #CDSD21-09581)

This Density Bonus and Inclusionary Housing Developer Agreement (the "Agreement") is dated _____, 20__, and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and TH WALNUT ESTATES LLC, a California limited liability company ("Developer").

RECITALS

A. Developer owns that certain real property located in an unincorporated area of Contra Costa County on Walnut Boulevard that comprises approximately 2.88 acres, includes Assessor Parcel Number 180-240-002, and is more particularly described in Exhibit A (the "Property"). Developer desires to construct a residential project on the Property.

B. The residential development contemplated by Developer is referred to as Walnut Estates (the "Development") and has been designated as County File #CDSD21-09581. The Development includes the construction of 10 new for-sale residential units on the Property, including one (1) four-bedroom Moderate Income Unit on Lot 4 (referred to interchangeably as the "Affordable Unit" and "Inclusionary Housing Unit"). In addition, the Development will include on-site and off-site improvements, removal of 43 trees, and approximately 17,000 cubic yards of grading.

C. The Development is subject to Chapter 822-4 of the County Ordinance Code (the "Inclusionary Housing Ordinance") because the Development is a residential development of more than five units. The Development is also subject to Chapter 822-2 of the County's Ordinance Code (the "Density Bonus Ordinance") because the County's General Plan and Zoning Ordinance permit the construction of a maximum of 9 housing units on the Property, and

the Developer has requested that the Development be permitted to exceed the maximum allowable density with 10 housing units.

D. Pursuant to Government Code Section 65915 and the Density Bonus Ordinance, Developer has proposed to construct and sell one (1) Moderate Income Unit in exchange for a six percent (6%) density bonus and reductions in development standards. The term "Moderate Income Unit" means a unit that is sold to, and affordable to, a Moderate Income Household. The terms "Affordable Unit" and the "Inclusionary Housing Unit" are used interchangeably herein to mean the Moderate Income Unit.

E. Developer's predecessor-in-interest submitted, and the County has approved, the inclusionary housing plan and request for density bonus dated March 22, 2022, set forth in Exhibit B (the "Plan"). Under the Plan, the Developer will construct and sell a total of one (1) Affordable Unit in the Development. The remaining units in the Development may be sold at market-rate and are not subject to the provisions of this Agreement. The Plan also provided for a concession to allow the developer to use gross acreage when calculating the maximum base density and for waivers of development standards to allow reductions in lot area, lot width, lot depth, housing setbacks, and retaining wall setbacks.

F. On October 16, 2023, the Zoning Administrator approved a vesting tentative map for the subdivision of the Property into 10 lots, and a density bonus request pursuant to Government Code section 65915. On October 26, 2023, a timely appeal to the Zoning Administrator's decision was submitted. On January 10, 2024, the County Planning Commission denied the appeal and upheld the Zoning Administrator's approval. On January 19, 2024, a timely appeal to the County Planning Commission's decision was submitted. On February 27, 2024, the County Board of Supervisors denied the appeal and upheld the County Planning Commission's approval, approving the Development with a density bonus of 1 unit (the "Density Bonus"), a concession to allow the developer to use gross acreage when calculating the maximum base density on the property, and waivers of certain development standards pursuant to Government Code section 65915 (the "Approval"). A copy of the permit, findings, and conditions of approval approved by the Board of Supervisors on February 27, 2024, is attached as Exhibit D. Approval of the Development is subject to the conditions of approval set forth in the Inclusionary Housing and Density Bonus section of the conditions of approval for the Development (County File #CDSD21-09581) (the "Conditions of Approval").

G. Pursuant to the Conditions of Approval, the Approval, the Inclusionary Housing Ordinance, the Density Bonus Ordinance, and Government Code section 65915, Developer is required to ensure that one (1) unit in the Development is affordable to and occupied by a Moderate-Income Household for a minimum of 45 years. In addition, Developer is required to cause this Agreement to be signed and recorded against the Property prior to the issuance of a building or grading permit for the Development.

H. The Developer is entering into this Agreement to fulfill the Conditions of Approval and to obtain the rights to develop the Development. This Agreement shall be recorded against the Property and shall run with the land improved with the Affordable Unit ("Affordable Unit Parcel").

I. The County is entering into this Agreement in reliance on Developer's promises to meet the requirements of the Inclusionary Housing Ordinance, the Density Bonus Ordinance, the Plan, and the Conditions of Approval, by which the stock of affordable housing in the community will be increased during the term of this Agreement.

The parties therefore agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

a. "Affordable Sales Price" means a sales price that does not exceed the price at which a Moderate Income Household can afford to purchase an Inclusionary Housing Unit.

i. For Moderate Income Households, the Affordable Sales Price is calculated to include a reasonable down payment and results in projected average monthly housing costs, including ownership housing costs described in California Code of Regulations, Title 25, Section 6920, equal to one-twelfth ($1/12^{th}$) of forty percent (40%) of one hundred ten percent (110%) of area median income adjusted for household size (5 persons for a 4-bedroom unit). The Affordable Sales Price will be calculated annually by the County for the Development at the request of Developer.

b. "Conditions of Approval" means the conditions of approval set forth in the Findings and Conditions of Approval for the Development (County File #CDSD21-09581).

c. "Density Bonus Ordinance" means Chapter 822-2 of the County's Ordinance Code.

d. "Inclusionary Housing Ordinance" means Chapter 822-4 of the County's Ordinance Code.

e. Inclusionary Housing Unit" refers to the affordable unit that is to be constructed pursuant to the County's Inclusionary Housing Ordinance. This is the same unit as referred to in this document as the "Affordable Unit".

f. "Moderate Income Household" has the meaning set forth in the Inclusionary Housing Ordinance.

g. "Official Records" means the official records of Contra Costa County.

h. "Resale Restriction" means the Buyer's Occupancy and Resale Restriction Agreement in the form attached as Exhibit D-1.

i. "State Density Bonus Law" or "SDBL" means Government Code section 65915.

2. General. This Agreement is subject to the terms set forth below and each of the exhibits to this Agreement, all of which are incorporated herein by reference.

3. Exhibits. The following exhibits are attached to this Agreement:

Exhibit A – Legal Description of Property
Exhibit B – Inclusionary Housing Plan/Density Bonus Request
Exhibit C – Form of Income Certification
Exhibit D – Permit, Findings, and Conditions of Approval
Exhibit D-1 – Form of Resale Restriction
Exhibit D-2 – Form of Promissory Note
Exhibit D-3 – Form of Deed of Trust

4. Satisfaction of Conditions of Approval. Developer shall execute this Agreement prior to the issuance of the first building or grading permit for the Development, or prior to the filing of the final map for the Development, whichever occurs first. Developer shall cause this Agreement to be recorded against the Property prior to issuance of the first building or grading permit for the Development, or prior to the filing of the final map for the Development, whichever occurs first. The Developer shall pay all fees and charges incurred in connection with any such recording. Execution, recordation, performance of, and compliance with this Agreement constitutes performance of the Conditions of Approval and are sufficient to permit the filing of the final map and issuance of building and grading permits applications for the Development, subject to satisfaction of all other applicable conditions and compliance with all provisions of the law. Notwithstanding the foregoing, the Conditions of Approval remain forever applicable to the Development, survive any transfer of title to the Property (whether voluntary or the result of a trustee's sale, judicial foreclosure, or deed in lieu of foreclosure under or relating to any senior deed of trust or senior lien on the Property) or any assignment of Developer's interest in the Development, and remain in effect throughout the Term (as defined in Section 6 below) notwithstanding the subordination of this Agreement to any senior regulatory agreement recorded against the Property in connection with any financing of the Property or the Development. Developer acknowledges and agrees that, in addition to the Density Bonus, Developer has received significant incentives pursuant to Government Code section 65915.

5. Obligations Run with the Land. The parties expressly intend the covenants and restrictions set forth in this Agreement to run with the land and to bind all successors in title to the Affordable Unit Parcel, provided, however, that on the expiration of this Agreement, such covenants and restriction will expire.

Until the expiration of this Agreement, each and every contract, deed, or other instrument hereafter executed covering or conveying the Affordable Unit Parcel, or any portion thereof, is to be held conclusively to have been executed, delivered, and accepted subject to the covenants and restrictions of this Agreement, regardless of whether such covenants and restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Affordable Unit Parcel from the requirements of this Agreement.

6. Term. The term of this Agreement (the "Term") begins on the date set forth in the introductory paragraph and ends on the date that is forty-five (45) years after the date escrow closes on the initial sale of the Affordable Unit to a qualified and income-certified household meeting the applicable requirements of this Agreement and of County Ordinance Code section 822-4.410. The County agrees to record a document acknowledging the termination of this Agreement following the expiration of the Term, but County's failure to record such document will not negate the automatic expiration and termination of this Agreement at the end of the Term.

7. Inclusionary Housing Unit Standards.

   a. The Inclusionary Housing Unit shall be constructed in proportion to the construction of the market-rate units.

   b. The Inclusionary Housing Unit must be dispersed throughout the Development. The parties agree that the Inclusionary Housing Unit will be located within the Development on Lot 4 as described in the Plan.

   c. The Inclusionary Housing Unit must have access to all on-site amenities that are available to the market rate units.

   d. The construction quality and exterior design of the Inclusionary Housing Unit must be comparable to the market rate units. However, the Inclusionary Housing Unit may be smaller in size, developed on a smaller lot, and have alternative interior finishes, provided that all applicable requirements in Ordinance Code section 822-4.412 are satisfied.

   e. The Inclusionary Housing Unit must be constructed and occupied before or concurrently with the market rate units within the Development.

   f. The number of bedrooms for the Inclusionary Housing Unit must be equivalent to the average number of bedrooms for the market rate units within the Development.

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8. Sale of Affordable Unit.

a. In consideration of the subdivision approved by the Board of Supervisors on February 27, 2024, Developer will sell the Affordable Unit in a condition meeting the reasonable satisfaction of the County and in accordance with this Agreement.

b. The Affordable Unit shall be made available for sale before or concurrently with the sale of the market rate units in the Development.

c. The initial sale of the Affordable Unit must be at a price that does not exceed the Affordable Sales Price to a buyer that is a Moderate Income Household.

d. The initial sale of Affordable Unit may occur only to a household that meets the following criteria:

i. The household is a Moderate Income Household;

ii. The household has not owned a residence within the previous three years; and

iii. The household has no more than $250,000 in assets. This amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and assets in medical savings accounts.

e. Based on the information provided to the Developer by the buyer of the Affordable Unit, the Developer will determine the income-eligibility of the buyer prior to permitting the buyer to purchase and occupy the Affordable Unit. The Developer will submit a completed Income Certification Form, attached hereto as Exhibit C, to the County not later than 30 days prior to the close of escrow of the Affordable Unit. The Developer will retain all records related to income eligibility for at least five years.

f. Developer may independently source qualified buyers for the Affordable Unit, determine income-eligibility of such buyers, and complete the Income Certification Form, and/or Developer may also hire or utilize one or more third-party vendors or brokers to source qualified buyers for the Affordable Unit, determine income-eligibility of such buyers, and complete the Income Certification Form. If necessary, the County agrees to cooperate with such third parties hired by Developer.

g. Prior to the close of escrow for the initial sale of the Affordable Unit, Developer shall ensure that the following documentation is entered into and/or obtained:

i. Appraisal. Developer shall require the buyer to obtain and deliver to Developer a third party appraisal obtained by the buyer in connection with its financing of the purchase of the Affordable Unit (or if no

appraisal is required, the buyer shall nevertheless obtain a third party appraisal from a third party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders), which appraisal shall set forth the market value of the Affordable Unit as if the Affordable Unit were unencumbered by this Agreement (the "Appraised Market Value"). The Appraised Market Value shall be used in connection with the calculation of amounts payable to the County under the Resale Restriction and memorialized by a promissory note and secured by a deed of trust.

ii. Resale Restriction. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Affordable Unit a Resale Restriction in the form attached hereto as Exhibit D-1. The Resale Restriction shall be recorded immediately after the grant deed conveying the Affordable Unit and before any deed of trust or other instrument securing any financing to the buyer.

iii. Promissory Note. Developer shall require the buyer to execute a promissory note in favor of the County that obligates the buyer to pay the County the amount required under Section 822-4.410(b)(3) of the Inclusionary Housing Ordinance. The promissory note will substantially conform to the form attached hereto as Exhibit D-2 and will be subject to the County's reasonable review and approval.

iv. Deed of Trust. Developer shall ensure that the County and the buyer execute, acknowledge, and deposit into escrow for recordation against the Affordable Unit a deed of trust in the form attached hereto as Exhibit D-3 to secure performance of the buyer's covenants under the Resale Restriction and payment of the amounts due under the Promissory Note. The deed of trust shall be recorded immediately after the grant deed conveying the Affordable Unit and concurrent with the Resale Restriction, subordinate only to the lien for the first mortgage loan obtained by the buyer to finance the purchase of the Affordable Unit.

9. Inclusionary Housing Unit Restrictions.

a. In accordance with County Ordinance Code section 822-4.410(b), the Inclusionary Housing Unit must remain affordable to households of moderate incomes. Upon the initial sale of the Inclusionary Housing Unit, the Developer will cause agreements that are in substantial conformance with Exhibit D-1 and Exhibit D-3 to be recorded in the Official Records against the Inclusionary Housing Unit. The agreements will stipulate that the Inclusionary Housing Unit is to remain affordable to households of moderate income. Each recorded

agreement will be a covenant running with the land, binding on the assigns, heirs, and successors of the Developer during the term of the Resale Restriction.

b. The buyer's first mortgage amount may not exceed the amount needed to finance the purchase of the Inclusionary Housing Unit and the buyer's closing costs. The buyer may not refinance any other debt or receive funds at the close of escrow, except to reimburse the buyer for overpayment of estimated buyer closing costs.

c. The initial purchaser of the Inclusionary Housing Unit must agree to occupy the unit as their principal residence for at least three (3) years unless an emergency requires the earlier sale of the unit.

d. Prior to the expiration of the Resale Restriction, an Inclusionary Housing Unit may be sold to an above-moderate income purchaser and at a market price, provided that the sale results in a recapture by the County of a financial interest in the unit equal to the sum of (hereinafter the "Recapture Amount"):

i. The difference between the initial affordable sales price (the "Initial Purchase Price") and the appraised market value of the unit at the time of the initial sale (the "Initial Appraised Market Value"), such difference is referred to herein as the "Excess Sales Proceeds"; and

ii. The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate income purchaser and the Initial Appraised Market Value. The County's proportionate share of appreciation is equal to the percentage by which the Initial Purchase Price was less than the Initial Appraised Market Value (hereinafter, the "Proportionate Share").

iii. FOR ILLUSTRATION PURPOSES ONLY:

- If the Initial Purchase Price was $800,000, the Initial Appraised Market Value was $900,000, and the resale price is $1,000,000; the Excess Sales Proceeds will be $100,000 (calculated as $900,000 - $800,000); the Proportionate Share will be 11.11% (calculated as $100,000/$900,000 = 11.11%); the Appreciation will be $100,000 (calculated as $1,000,000 - $900,000 = $100,000) and the Proportionate Share of the Appreciation will be $11,111 (calculated as 11.11% x $100,000); therefore the seller of the unit will owe the County a total Recapture Amount of $111,111 (calculated as $100,0000 in Excess Sales Proceeds, plus $11,111 in the Proportionate Share of Appreciation).
- If the Initial Purchase Price was $925,000, the Initial Appraised Market Value was $975,000, and the resale price is

$1,050,000; the Excess Sales Proceeds will be $50,000 (calculated as $975,000 - $925,000); the Proportionate Share will be 5.13% (calculated as $50,000/$975,000 = 5.13%); the Appreciation will be $75,000 (calculated as $1,050,000 - $975,000 = $75,000) and the Proportionate Share of the Appreciation will be $3,847.50 (calculated as 5.13% x $75,000); therefore seller of the unit will owe the County a total Recapture Amount of $53,847.50 (calculated as $50,000 in Excess Sales Proceeds, plus $3,847.50 in the Proportionate Share of Appreciation).

10. In-Lieu Fee. In addition to the construction and sale of the Inclusionary Housing Unit as described herein, the Developer shall pay a partial in-lieu fee in the amount of $15,444.14 (the "In-Lieu Fee") to satisfy its inclusionary housing obligations under the Inclusionary Housing Ordinance. The In-Lieu Fee shall be paid prior to the issuance of the first building permit for any portion of the Development.

11. No Discrimination. Developer shall cause the Affordable Unit to be available for purchase be members of the general public who are income eligible and meet all applicable criteria in this Agreement and the Inclusionary Housing Ordinance. Developer may not give preference to any particular class or group of persons in selling the Affordable Unit, except to the extent required to cause the Affordable Unit to be sold to a buyer meeting the income level required of the Affordable Unit and other applicable requirements of the Inclusionary Housing Ordinance. Developer may not permit discrimination against or segregation of any person or group of persons on the basis of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of the Affordable Unit. In addition, Developer may not permit any such practice or practices of discrimination or segregation in connection with the employment of persons in the construction of the Development.

12. Remedies.

    a. For any breach of this Agreement by Developer that Developer fails to cure within 30 days after delivery of a notice from the County of the breach, the County may, in addition to any other remedy authorized by law, institute against Developer, or any of its successors in interest, a civil action for declaratory relief, injunction, or any other equitable relief, including but not limited to an action to rescind a transaction.

    b. No right, power, or remedy given to the County by the terms of this Agreement, the Inclusionary Housing Ordinance, or the Density Bonus Ordinance is intended to be exclusive of any other right, power, or remedy; and each and every right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of this Agreement, the Inclusionary Housing Ordinance, or the Density Bonus Ordinance, or by any statute or

ordinance or otherwise against Developer and any other person; but duplicative damages may not be recovered by the County.

c. Neither the failure nor any delay on the part of the County to exercise any right and remedy shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right or remedy preclude any other or further exercise of the right or remedy, or any other right or remedy.

13. Attorneys' Fees and Costs. In any action brought to enforce in this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

14. Developer Representation. Developer represents and warrants that it is the owner of the Property and has full authority to execute this Agreement.

15. Governing Law. This Agreement is governed by the laws of the State of California. The venue for any legal action pertaining to this Agreement shall be Contra Costa County, California.

16. Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement and related obligations, the following order of precedence applies: the County's Ordinance Code, this Agreement, the Plan.

17. Risk of Market Conditions. Developer bears sole responsibility for developing, constructing, and marketing the Affordable Unit covered by this Agreement, pursuant to the approvals that the County issued for the Development and the requirements contained in this Agreement. The County has no obligation to amend this Agreement, and Developer shall reimburse the County for all administrative costs associated with any modification of this Agreement that requires the approval of the Board of Supervisors.

18. Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement and may not be deemed to do so.

19. Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

20. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

21. Notices. All notices required or permitted by any provision of this Agreement are to be in writing and sent by overnight delivery or certified mail, postage prepaid, and directed as follows:

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director, Housing and Community Improvement Division

To Developer:

TH Walnut Estates LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583

Notwithstanding the preceding, either party may change its address(es) for notice from time to time by notice delivered to the other party.

22. Contact Information.

a. Prior to Community Development Division stamp-approval of plans for issuance of a building permit, the Developer shall provide the name of the contact person representing the owner of the property for permit compliance and their contact information.

b. The Developer is responsible for keeping DCD informed of the contact information of the owner or designee who is responsible for compliance with this Agreement and how they may be contacted (i.e., mailing and email address, and telephone number) at all times.

[SIGNATURES ON FOLLOWING PAGE]

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

DEVELOPER:

TH Walnut Estates LLC
A California limited liability company

By: _____
Gregg A. Nelson, Manager

By: _____
Tony Bosowski, Authorized Agent

For corporations (profit or nonprofit) and limited liability companies, the agreement must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be notarized.

COUNTY:

COUNTY OF CONTRA COSTA

By: _____
John Kopchik, Director
Department of Conservation and Development

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 31, 2026, before me, Trevor Brown, Notary Public, personally appeared, Gregg A. Nelson who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

TREVOR BROWN
COMM. #2446854
Notary Public - California
Contra Costa County
My Comm. Expires May 13, 2027

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On March 31, 2026, before me, Trevor Brown, Notary Public, personally appeared, Tony Bosowski who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

TREVOR BROWN
COMM. #2446854
Notary Public - California
Contra Costa County
My Comm. Expires May 13, 2027

EXHIBIT A

Legal Description of Property

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Contra Costa, State of California, described as follows:

A portion of that certain Tract described in the Deed from William T. March, et ux, to Herman C. Trutner and Evelyn M. Trutner, dated July 30, 1945 and recorded August 29, 1945 in Volume 822 of official records, at Page 128, Contra Costa County records, and also being a portion of Lot 6 in Block 3, as designated on a Map entitled "Map No. 2 of WALNUT HEIGHTS, Walnut Creek, California" filed December 29, 1913 in Volume 10 of Maps, Page 245, Contra Costa County records, and being more particularly described as follows:

Commencing at the most Westerly corner of said Lot 6, said corner being on the center line of Walnut Boulevard as said Road is shown on aforesaid Map of Walnut Heights, thence from said point of commencement South 53°03' East along the center line of Walnut Boulevard 251.34 feet to the most Southerly corner of Trutner Lands (822 or 128); thence leaving Walnut Boulevard North 34°17' East 592.35 feet along the East line of Trutner lands; thence leaving said East boundary South 66º27' West 177.14 feet; thence North 58º00' West 104.36 feet; thence South 69º11' West 132.17 feet; thence South 49°07'09" West 135.45 feet to a point on the West boundary of said Trutner Lands; thence along said West boundary, South 17°07'10" West 195.94 feet to the point of commencement.

APN: 180-240-002

EXHIBIT B

Inclusionary Housing Plan/Density Bonus Request

Applicant Calibr Ventures
Subdivision Name 3180 Walnut Blvd
Subdivision # _
County File # CDSD 21-9581

Property Owner Bagot Trust
Site Address: 3180 Walnut Blvd, Walnut Creek
APN:180-240-002-6
Date Submitted 3/22/22

Contra Costa County
Department of Conservation and Development
Inclusionary Housing Plan

There are five different ways of complying with the Inclusionary Ordinance: on site, off site, land conveyance, in lieu fees, and other. The Inclusionary Housing Plan is required to identify which option the applicant is proposing to fulfill the inclusionary housing requirement. Complete the checklist for the appropriate option.

For more information on the Inclusionary Housing Ordinance (including links to the ordinance and the in-lieu fee calculator), please go to the Developing Affordable Housing webpage found here: http://www.co.contra-costa.ca.us/4881/Developing-Affordable-Housing

Section A - On Site

The inclusionary housing plan must include the following:

- ☑ A project description including the number of market rate units and inclusionary units proposed, and the basis of the calculation;
- ☑ A site plan indicating the location of the inclusionary units in relationship to the market rate units. (Unit mix, location, and size, and # of bedrooms);
- ☑ The targeted income levels;
- ☑ A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed.

Comments: See attached project description, preliminary site plan #2 , and architecture for location.

Section B - Off-Site

The inclusionary housing plan must include the following:

- ☐ A project description including the number of on site market rate units and off site inclusionary units proposed, and the basis of the calculation;
- ☐ The targeted income levels;
- ☐ A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development;
- ☐ Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development;
- ☐ A phasing plan, if needed, indicating the timely development of the inclusionary units as the residential development is completed;
- ☐ Indicate whether the off site development is new construction or acquisition/rehabilitation.

Comments:

Applicant _____ Property Owner_____
Subdivision Name _____ Site Address_____
Subdivision # _____ APN_____
County File #_____ Date Submitted _____

Section C - Land Conveyance

The inclusionary housing plan must include the following:

☐ A project description including the number of on-site market rate units and off site inclusionary units proposed, and the basis of the calculation;
☐ The targeted income levels;
☐ Parcel numbers, acreage, zoning, general plan designation, phase one environmental report for the proposed off site development.
☐ Proposed recipient of land conveyance.
☐ A vicinity map indicating where the proposed off-site development is in relationship to the proposed on-site development.

Comments:_____
_____
_____

Section D – In-Lieu Fee

☑ Payment of an in-lieu fee is proposed to satisfy this requirement. The fees shall be pursuant to the fee schedule adopted by the Board of Supervisors.

Note: Only applicable for projects with 5 to 125 units of rental or for-sale housing.

Comments: Project will pay in-lieu fee for Low-Income portion.
Gov Code 65915.1. Precludes the ability to asses fees on affordable units.
_____

Section E - Other

☐ If an alternative compliance method is proposed, information sufficient to allow the County to determine that the alternative would provide equivalent or greater benefit than would result from providing those inclusionary units on site.

Comments:_____
_____
_____

Applicant & Property Owner Verification:

I/We acknowledge that I/we have completely read this form and understand all of the information stated herein. I/We verify that all of the information stated and submitted is complete and accurate to the best of my/our knowledge and should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the ordinance that it may result in increased processing time and/or costs.

Applicant Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Owner Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Applicant Calibr Ventures
Project Name 3180 Walnut Blvd
Subdivision # SD-9581
County File # CDSD 21-9581

Property Owner Bagot Trust
Site Address 3180 Walnut Blvd, Walnut Creek
APN 180-240-002-6
Date Submitted 3-22-22

Contra Costa County
Department of Conservation and Development
Density Bonus Proposal

DENSITY BONUS SUBMITTAL REQUIREMENTS

Requests for Density Bonuses are reviewed and processed for approval or denial by the Community Development and the Housing and Community Improvement Divisions. Density Bonus requests are processed pursuant to Section 65915 et seq. of the California Government Code and Title 8, Division 822, Chapter 822-2 of the Contra Costa County Ordinance Code. Density Bonus proposals are intended to provide incentives and/or concessions for housing developments for the production of housing for very low income, lower income, moderate income, or senior households; to facilitate the development of affordable housing; to implement the goals, objectives, and policies of the County General Plan's Housing Element.

The Density Bonus request will be reviewed and processed concurrently with the complete submittal of a development application, which may include but is not limited to applications, for subdivisions, planned unit developments, development plans, land use permits, rezones, and/or general plan amendments.

1. DENSITY BONUS PROPOSAL. The proposal must include:
    a. A full description of the proposed project.
    b. The type of housing development proposed as required by the State's Density Bonus law (rental, for-sale, low-income, senior housing, foster youth, common interest development, student housing, etc.).
    c. Maximum base unit calculation for the site.
    d. The percentage of density bonus requested.
    e. The total number of units and the affordability level (based on percentage of area median income) of all units in the project.
    f. The number of incentives/concessions for the project, including the referenced Government Code Section that supports the number requested for the project.
    g. The requested incentive/concession.
    h. A list of requested waivers or reductions of development standards.
    i. The number of existing residential units on site. Are the existing units rental units?
    j. Are there any deed restrictions on the parcel that restricts the ownership or rental of the property/unit to persons below the area median income?
    k. The number of buildings proposed in the project.
    l. The unit types, numbers, and distribution (i.e. studio, 1 bedroom, 3 bedroom, etc.).
    m. Whether the project will be phased.
    n. Location of the affordable units and what phase they will be developed.
2. VICINITY/LOCATION MAP.
3. SITE PLAN. Site plan should be legibly drawn to scale, and include the following:

a. Square footage and acreage of parcel(s)
b. Property lines and dimensions
c. Street right-of-way
d. Existing easements
e. Existing/proposed on-site buildings and any buildings within 100 feet of property
f. Driveway and parking layout
g. Existing and proposed trees and landscaping
h. Location of the proposed affordable units
i. Zoning
j. General Plan
k. Gross acreage
l. Net acreage

4. FINANCIAL ANALYSIS REPORT. The financial analysis report for the project should indicate that the proposed Density Bonus and concessions and/or incentives are necessary to provide the proposed affordable units. (Optional)
5. ADDITIONAL INFORMATION.
    a. Any pertinent information that is relevant for staff's review and processing of the request.
    b. Is the proposed development on property that includes or included affordable units that have been subject to a recorded covenant, ordinance, or law restricting rents?
    c. Is the proposed development property where dwelling units have been vacated or demolished in the five-year period preceding the submittal of the application proposal for development?
    d. Does the proposed development replace any affordable units pre-existing on the site or a portion of the site?
6. ATTACH COMPLETED INCLUSIONARY HOUSING ORDINANCE HOUSING PLAN. This Housing Plan is required for projects of five or more residential units to demonstrate compliance with the County's Inclusionary Housing Ordinance. See Chapter 822-4 of the County Ordinance Code for the standards and requirements for applicability and compliance.

Applicant & Property Owner Verification:

I/We certify that all statements made on this application or any accompanying attachment or exhibit are true and complete to the best of my knowledge. Should it be found that any of the information is incorrect, incomplete, or inconsistent with the requirements of the County Ordinance or State law that it may result in denial of the request and increased processing time and/or costs. I/We understand that any false statements may result in denial of the requested permit, revocation of any issued permit, or penalties. I/We further certify that permission has been granted by the property owner to conduct the proposed development applied for herein.

Applicant Signature: Andy Byde Name: Andy Byde Date: 3.22.22

Owner Signature: _____ Name:_____ Date:_____

CALIBR
VENTURES

Vesting Tentative Map and Density Bonus Application

Project Description

Revised: March 22, 2022

Property Description

The property is situated at 3180 Walnut Blvd (APN 180-240-02) in unincorporated Walnut Creek and consists of 2.88 gross acres. The property has a Single-Family Residential-Low Density (SL) general plan land use designation, which allows a range of 1.0 and 2.9 single-family units per net acre, and is zoned R-20 single-family residential, which allows a detached single-family dwelling on each lot and the accessory structures and uses normally auxiliary to it. The property has direct access to Walnut Blvd. and is surrounded by existing single-family residential development and the private road, View Lane along the southern border.

Project Description

The project proposes to subdivide an existing legal parcel, which contains an existing single-family residence (vacant), into 10 lots for single-family residential homes. Access to the project site from Walnut Blvd. would be provided from a new private street. The new access street would be approximately 28-feet wide, with an eight-foot parking lane on one side and 5-foot side walk along the south-east section of the proposed road way (as required by the Contra Costa County Fire Protection District standards).

A single landscaped bio-retention basin facility would be located within the proposed project, consistent with C.3 storm water requirements, located on Lot-10. Storm water generated from the site would be cleaned and retained by the bio-retention basins and then placed into a stormwater system. The basin would be landscaped to provide an attractive feature visible within the project and from Walnut Blvd. Cleaned and retained storm water would be released into an existing 30” storm drain line within Walnut Blvd.

The proposed would connect into an existing Contra Costa Sanitary District (Central San) 8” sewer line within Walnut Blvd. Additionally, the project will connect into an existing East Bay Municipal District (EBMUD) domestic water line within Walnut Blvd.

The project has been designed to maximize the existing trees on-site. Specially, trees along the northern boundary have been retained by pulling the grading back from the drip line of these tree and constructing a retaining wall to support the rear of the lots. Additionally, the majority of the existing trees along the southern boundary, adjacent to View Lane, will be retaining by a similar approach.

Density Bonus

The Density Bonus Law requires cities and counties to grant a density bonus and other incentives or concessions to housing development projects in which any of the following are provided:

- At least 5% of the housing units are restricted to very low-income residents.
- At least 10% of the housing units are restricted to lower income residents.
- At least 10% of the housing units in a for-sale development are restricted to moderate income residents.

As a state mandate, the Density Bonus Law entitles a developer who meets the requirements of the law to receive the density bonus and other benefits as a matter of right.

The homes on Lot 4 will be restricted for-sale to a moderate-income household (and thus affordable under the density bonus laws). As a result of the inclusion of the affordable unit, the project would be eligible for a density bonus pursuant to the density bonus law set forth in Government Code section 65915 and section 922-2.404 of the ordinance code of Contra Costa County (collectively, "Density Bonus Law").

Density Bonus Calculation

- **Project site:** 2.47 net acres (after the proposed right-of-way and road area is deducted)
- **Gross Site:** 2.88 acres (please see the Incentive and Concession for discussion regarding gross acreage utilization);
- **Base project:** 2.88 acres x 2.9 du/ac =8.35 du, (fractional unit rounds) 9 base units;
- **Affordable Housing Fee**: Pay Affordable Housing Fees for only the required low income unit(s);
- **Target Unit(s)**: provide 1 moderate-income deed restricted on Lot 4;
- **% of Base Units**: 1 (affordable unit) / 9 (base units)= 12% of base units (moderate income deed restricted).
- **Bonus Result**: 12% qualifies for 7% density bonus.
- **Density Bonus Calculation**: 9 (d/u) X 7%= .63 D/U; rounds to 1 unit.

The project proposes to restrict least 12% of the housing units for moderate income residents and thereby qualifies for a density bonus. Thus, under the Density Bonus Law, and as explained in more detail below, the County would be required to provide all of the following:

1. A density bonus (per Gov't. Code Section 65915(b)(1);

2. Waivers and reductions to development standards that have the effect of physically precluding the construction of a development containing the target affordable units (per Gov't. Code Section 65915(e)(1); and

3. Incentives or concessions (per Gov't. Code Section 65915(d)(1).

4. Additional County requirements are also modified by the Density Bonus Law

(1) Density Bonus Request

In compliance with the Density Bonus Law, the applicant seeks and agrees to construct 12% of total units in this project for sale for moderate-income household. This would result in a 7% bonus or one additional unit. The applicant will agree to enter into an affordable housing agreement to stipulate the terms of affordability and the timing of construction, consistent with Density Bonus Law.

(2) Waiver of Development Standards

The County must waive any development standards that will have the effect of physically precluding the construction of a qualifying project, pursuant to Gov't. Code Section 65915(e)(1). The applicant requests the following waiver of development standard:

Contra Costa County Municipal Code 84-12.602 - Lot—Area.
(a) Contra Costa County Municipal Code requires the minimum parcel size 20,000 square feet. Lots 1-10 will average to 11,893 square feet. The parcel size of the project is proposed to be as follows on the table on the subsequent page.

Required Waiver, Lot Area: All Lots will not comply with the minimum lot size standard (please see the above table for the square footage of each lot). If the project was not allowed to reduce the minimum lot size standard to below the minimum lot area requirement the moderate-income unit could not be provided. Accordingly, a waiver to exceed the minimum lot area requirement is needed to allow the inclusion of the target unit.

Contra Costa County Municipal Code 84-12.604- Lot—Width (average).
(b) Contra Costa County Municipal Code requires a minimum of one-hundred feet in average width for each parcel. Lots 1-10 will average minimum lot wide of 95 feet. The lot width is proposed to be as follows on the table on the subsequent page.

Required Waiver, *Lot Width*: All Lots except for Lots 6 and 10 will not comply with the minimum average width (please see the table for the lot width of each lot). If the project was not allowed to contain lots below the average lot width requirement, the moderate-income unit could not be provided. Accordingly, a waiver to be below the average lot requirement is needed to allow the inclusion of the target unit.

Contra Costa County Municipal Code 84-12.606- Lot—Depth.
(c) Contra Costa County Municipal Code requires a minimum of one-twenty hundred feet in depth for each parcel. Lots 1-10 will average minimum lot wide of 135 feet.

Required Waiver, *Lot Depth*: All Lots except for Lots 7 will comply with the minimum depth (please see the table for the lot depth of each lot). If the project was not allowed to contain lots below the average lot width requirement, the moderate-income unit could not be provided.

Contra Costa County Municipal Code 82-4.*270 – Structure: Retaining Wall higher than 3 feet.*

(d) Contra Costa County Municipal Code requires retaining wall larger than 3 feet to meet the setbacks. Lots 1-10 will contain retaining walls that are 0' setback.

Required Waiver, *Retaining Wall Setback*: All Lots will comply contain retaining wall that do not comply with the requirement (please see the table for the). If the project was not allowed to retaining wall below the setback requirement, the moderate -income unit could not be provided.

3180 Walnut Blvd. Proposed Alternative Development Standards						
Lot #	**Area (20,000 Sq. Ft.)**	**Depth (120 Ft. Min.)**	**Average Width (120 Ft. Min.)**	**Front Yard Setback (25 feet)**	**Side Yard Setback (35 feet aggregate, no yard less than 15 feet)**	**Retaining Walls 6' or less**
Lot 1	9,645	145.3'	66.4'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 2	10,889	168.6'	64.6'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 3	11,731	174.1'	67.4'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 4	10,764	150.6'	71.5'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 5	13,270	132.0'	100.5'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 6	17,659	127.2'	138.8'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 7	9,292	130.9'	71.0'	20 feet	15 feet aggregate, (no yard less than 5 feet)	0'
Lot 8	9,555	134.5'	71.0'	20 feet	15 feet aggregate,	0'

					(no yard less than 5 feet)	
Lot 9	9,819	138.2’	71.0’	20 feet	15 feet aggregate, (no yard less than 5 feet)	0’
Lot 10	15,797	141.3’	111.8’	20 feet	15 feet aggregate, (no yard less than 5 feet)	0’

Waivers Conclusion

Enforcing the minimum lot size, lot width, depth, retaining wall setbacks, and front and side yard development standards discussed above would physically preclude the development of the project at the proposed density as well as the proposed moderate-income unit. The applicant proposes to replace these development standards with the modified standards as described above. These waivers of development standards would result in actual and identifiable cost reductions as provided by the Density Bonus Law. The waivers of development standards would not result in a significant adverse impact to any public health or safety requirements. The property does not contain any rental dwelling units. The property contains no historic structures and is not listed in the California Register of Historical Resources and therefore there are no impacts to historical resources. The waiver is not in violation of State or Federal law.

(3) Incentives and Concessions

In addition to the density bonus, the County is also required to provide one or more “incentives” or “concessions” to each project that qualifies for a density bonus. A concession or incentive is defined as a reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in setback or minimum square footage requirements; or approval of mixed-use zoning; or other regulatory incentives or concessions that result in identifiable and actual cost reductions. The number of required incentives or concessions is based on the percentage of affordable units in the project, for this project one incentive or concession is required.

Requested Concession: Utilizing Gross Acreage for the Density Calculation

The existing gross acreage of the property is 2.88 acres. The gross density calculation is the product of the General Plan density range and the “gross” acreage of the project site. The project requests that as a concession, the gross acreage be utilized for the density calculation. Using the “gross maximum density” calculation for the subject property is as follows: 2.88 ac; X 2.9 du/ac results in a maximum gross residential density for the property of 10 units (2.88 acres x 2.9 du/ac =8.12; rounds to 9).

In compliance with the Density Bonus Law, the applicant seeks and agrees to construct (1/9=.11) 12% of total units in this development for moderate income households (Lot 4). This would result in a 7% bonus or one additional unit for a project total of 10 units. The applicant will agree to enter into an affordable housing agreement to stipulate the term of affordability and the timing of

construction. The house on Lot 4 will contain 4 bedrooms consistent with Section 822-2.806 of the Ordinance Code.

Incentives and Concessions Conclusion

The proposed incentive will result in identifiable and actual cost reductions that provides for affordable housing costs by increasing the number of units thereby spreading the fixed costs of the project (i.e. water, sewer, road, grading, and etc.) over a larger number of units which will result in reducing the per unit costs. Furthermore, the incentive will not have a specific, adverse impact to public health and safety or on any real property that is listed in the California Register of Historical Resources; nor is the requested incentive contrary to state or federal law. Density Bonus Law (SDBL) also requires the use of gross density. Additionally, Government Code section 65915, subdivision (f) states:

> "For the purposes of this chapter, "density bonus" means a density increase over the otherwise maximum allowable *gross residential density*…"

Finally, the Density Bonus Law states that "This chapter shall be interpreted liberally in favor of producing the maximum number of total housing units." (Gov. Code § 65915(r)). Therefore, under the Density Bonus Law the County must honor the applicant's request to utilize the gross acreage of the parcel and the associated calculation of the maximum allowable gross density. The calculation must be based upon the total acreage of the project site and not reduced by the required roadway dedications or the new street.

(4) Additional County Requirements Not Applicable Per Density Bonus Law

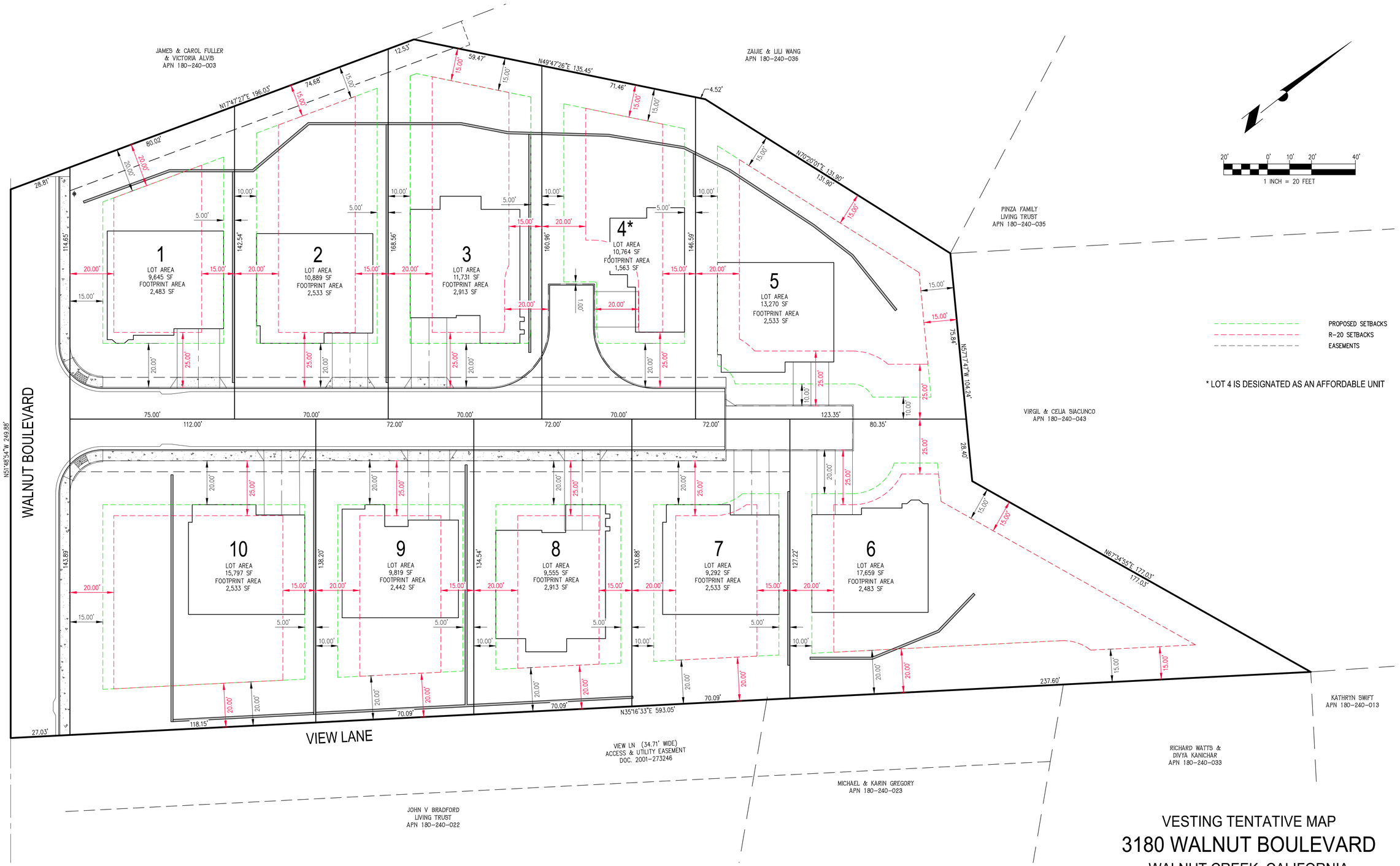
As set forth below, certain general County application requirements are also modified by the Density Bonus Law and/or applicable provisions of the Contra Costa County Municipal Code.

Gov't Code Section 65915(j)(1) and (2) state that either granting a density bonus, concession, incentive, or waiver, "Shall not require or be interpreted, in and of itself, to require a general plan amendment, local coastal plan amendment, zoning change, study, or other discretionary approval." Density Bonus Law does not require a rezoning, General Plan Amendment, or any type of "waiver of a local ordinance" to accommodate the additional density (or associated concessions or waivers) in the proposed project.

Project Attachments:

1. Revised Vesting Tentative Map, Sheets 1-7. Dated March 11, 2022; DK Engineering;
2. Preliminary Site Plan, DK Engineering
3. Walnut Blvd Joint Trench Plan, Millennium
4. Walnut Blvd Lot Depth Exhibit, DK Engineering

5. Walnut Blvd Height Exhibit, DK Engineering
6. Revised Storm Water Control Plan, DK Engineering
7. Revised Preliminary Hydrology Report, DK Engineering
8. 3180 Walnut Blvd, Preliminary Architecture. WHA
9. Intersection Site Line and Parking Exhibit, DK Engineering
10. Walnut Blvd Road Taper Exhibit, DK Engineering
11. Housing Plan Submittal Application
12. Density Bonus Checklist



* LOT 4 IS DESIGNATED AS AN AFFORDABLE UNIT

VESTING TENTATIVE MAP

3180 WALNUT BOULEVARD

WALNUT CREEK, CALIFORNIA

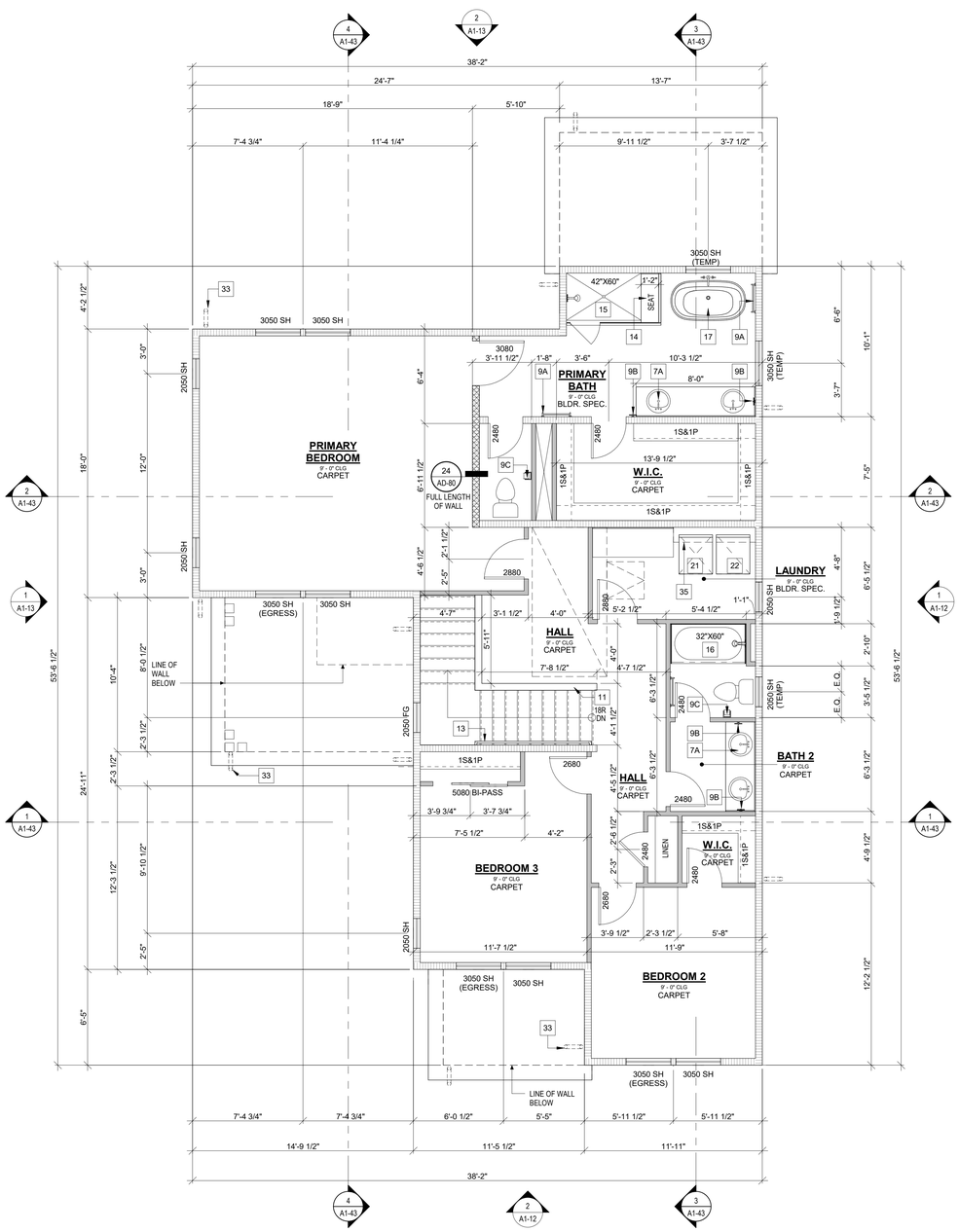
JANUARY 02, 2024

PRELIMINARY

REGISTERED PROFESSIONAL ENGINEER
ANDREW M. DUNAY
No. 84334
CIVIL
STATE OF CALIFORNIA

ENGINEERING
SURVEYING • PLANNING
1931 SAN MIGUEL DRIVE, SUITE 100, WALNUT CREEK, CA 94596
WWW.DKENGIN.COM (925) 932-6868

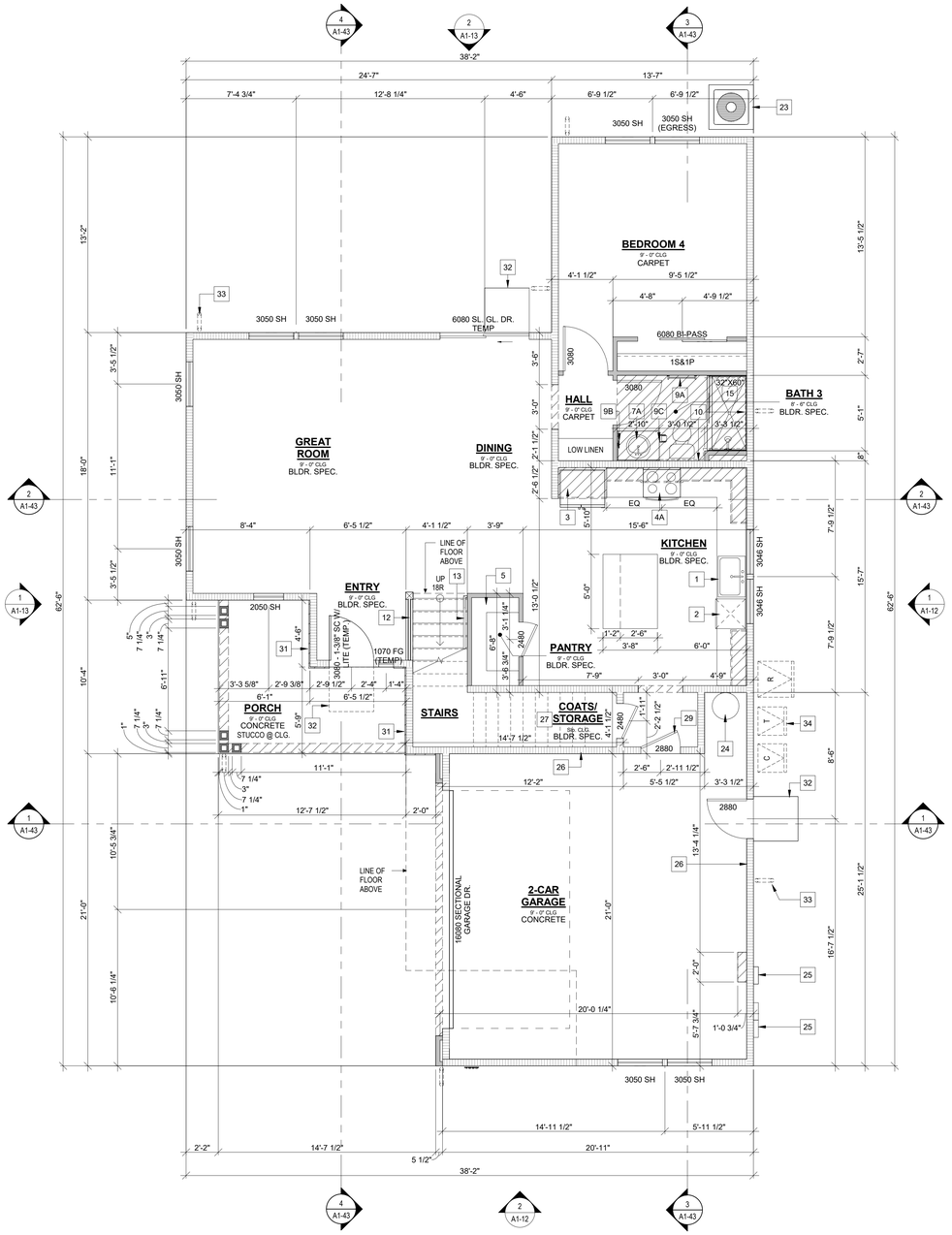
SITE SETBACKS



PLAN 1 (BMR) - SECOND FLOOR PLAN

1/4" = 1'-0"

2



PLAN 1 (BMR) - FIRST FLOOR PLAN

1/4" = 1'-0"

1

1A **SINK** WITH GARBAGE DISPOSAL

1B 18 X 18 **SINK**.

2 **DISHWASHER** (24" WIDE X 24" DEEP W/ AIR GAP) WITH AIR SWITCH. VERIFY DIMENSIONS WITH MFR.

3 39" CLEAR **REFRIGERATOR SPACE** (PROVIDE RECESSED COLD WATER BIB AND SHUT-OFF FOR ICE-MAKER) W/ PRE-PLUMB REVERSE OSMOSIS

4A 30" ELECTRIC **SLIDE IN RANGE** W/ LIGHT, FAN AND MICRO/HOOD COMBO ABOVE.

4B 48" ELECTRIC **SLIDE IN RANGE** W/ LIGHT, FAN AND HOOD ABOVE.

5 **PANTRY** WITH **BUILT IN 30" MICROWAVE OVEN** AND **SINGLE OVEN** BELOW.

6 **PANTRY** - 5 SHELVES U.O.N.

7A **BASE CABINET WITH SINK** - PER BUILDER SPECS.

7B **PEDESTAL SINK** - PER BUILDER SPECS.

8 NOT USED

9A 2X6 FLAT **BLOCKING** AT +48" ABV. F.F. **U.O.N** FOR 24" WIDE **TOWEL BAR**

9B 2X8 FLAT **BLOCKING** AT 60" ABV. F.F. FOR **TOWEL RING**

9C 2X6 FLAT **BLOCKING** AT +24" ABV. F.F. FOR **TOILET PAPER HOLDER** UNLESS IN CABINET

10 2X8 FLAT **BLOCKING** AT 32"-39 1/4" ABV. F.F **FOR GRAB BAR** PER PER R327 **OR** OTHER HEIGHTS AS SPECIFIED IN **CRC R327.1.1 - SEE AGING IN PLACE NOTES**

11 42" MIN. HEIGHT **LOW WALL WITH MDF CAP**. **SEE DETAIL** 7/AD-80

12 **OPEN RAIL GUARD / BALLUSTER SEE DETAIL** 7/AD-80

13 **HANDRAIL @** +34" MIN., +38" MAX. **SEE DETAIL** 8/AD-80

14 **SHOWER SEAT** +20" HT, SEE FLOOR PLAN FOR SHOWER DEPTH. SEE DETAIL 15/AD-80

15 **PRE-FABRICATED SHOWER PAN - (SIZE NOTED ON PLANS)** SHOWER HEAD AT 6'-8" A.F.F. W/ 7'-0" (MIN.) SOLID SURFACE SURROUND O/ CEMENTITIOUS BACKER BOARD W/ TEMPERED GLASS SHOWER ENCLOSURE. CONTROL VALVES TO BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES PER THE CPC. SHOWER DOORS SHALL OPEN SO AS TO MAINTAIN NOT LESS THAN A 22" UNOBSTRUCTED OPENING FOR EGRESS PER CPC.

16 **32" x 60" TUB/ SHOWER 1-PIECE** - SHOWER HEAD AT 6'-8" A.F.F. W/ 7'-0" SOLID SURFACE SURROUND WITH CURTAIN ROD (OPT. TEMPERED GLASS SHOWER ENCLOSURE) BALANCED OR THERMOSTATIC MIXING VALVE PER THE CPC.

17 **35-1/2"x 65-1/2" U.N.O. ACRYLIC FREE STANDING TUB**. CONTROL VALVES TO BE PRESSURED BALANCED THERMOSTATIC MIXING VALVES WITH A MAX. SETTING OF PER CPC

18 **HOT MOP SHOWER PAN (SIZE NOTED ON PLAN)** WITH 7'-0" (MIN.) CERAMIC TILE SURROUND OVER MUD SET OR APPROVED EQ. W/ TEMPERED GLASS SHOWER ENCLOSURE WITH TOWEL BAR, RAIN SHOWER HEAD CENTERED OVER DRAIN W/ DIVERTER OFF OF MAIN SHOWER HEAD. CONTROL VALVES TO BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES PER THE CPC

19 30" X 30" **ATTIC ACCESS** MIN. WITH 30" MIN CLEAR HEADROOM PROVIDED FAU MAY PASS THROUGH. PROVIDE SWITCH LIGHT, 110 V OUTLET AND 24" PLATFORM TO FAU. PROVIDE A VINYL FOAM WEATHER-SEAL TO COMPLY W/ IECC. **SEE DETAIL** 16/AD-80

20 **HEAT PUMP AT FAU** IN ATTIC PER **CMC 904.10**. PROVIDE LIGHT, POWER, AND ACCESS. UPRIGHT AND HORIZONTAL FURNACES SHALL BE PERMITTED TO BE INSTALLED IN ATTIC PROVIDED THE REQUIRED LISTINGS AND CLEARANCES ARE OBSERVED. PROVIDE CONDENSATE DRAIN LINE TO OUTSIDE & VENT TO OUTSIDE PER **CMC 310.1**. PROVIDE ADDITIONAL GALV. METAL WITH SECONDARY CONDENSATE DRAIN LINE TO OUTSIDE PER **CMC. 310.2**. VERIFY WITH MECH. FOR LOCATION.

21 **WASHER SPACE** : PROVIDE RECESSED WATER AND DRAIN CONNECTIONS. (RECESSED BOX IN GARAGE FIREWALL SHALL BE METAL). AT UPPER FLOOR, PROVIDE "SMITTY" PAN W/ 1" DRAIN TO OUTSIDE. WASHER TO OCCUR TO THE LEFT OF DRYER AT ALL STANDARD AND REVERSE CONDITIONS.

22 **DRYER SPACE** : PROVIDE SMOOTH METAL DRYER VENT DUCT TO OUTSIDE WITH BACKDRAFT DAMPER PER CMC SEC. 504.4, SEC 502.2.1, SEC. 504.4.2, AND SEC 504.4.2.1. MIN. 4" DIA. 14' MAX. LENGTH WITH 2 ELBOWS MAX. PROVIDE RECESSED DRYER VENT BOX. AT UPPER FLOOR, PROVIDE "SMITTY" PAN W/ 1" DRAIN TO OUTSIDE. DRYER TO OCCUR AT THE RIGHT SIDE OF WASHER AT ALL STANDARD AND REVERSE CONDITIONS.

23 **AC CONDENSER ON CONCRETE PAD** (VERIFY SIZE AND LOCATION) PROVIDE 220 WATERPROOF DISCONNECT AND, WITHIN 25' AN ADJACENT 110V WATERPROOF OUTLET. SEE MECHANICAL DRAWINGS.

24 **HYDRID ELECTRIC HEAT PUMP WATER HEATER** ON A +18" PLATFORM - **80 GALLONS.** SEE BUILDER FOR SPECIFICATION AND PLUMBING DRAWINGS FOR MODEL / MFR. MOUNTED ON WALL, AND SHALL BE SEISMICALLY BRACED PER CPC 507.2. PROVIDE BLOCKING AS REQUIRED. PROVIDE CLEARANCES PER MFR. SPEC'S

25 **UTILITY SERVICE METERS,** SEE ELECTRICAL AND PLUMBING PLAN. INSTALL PER UTILITY REQUIREMENTS / STANDARDS.

26 SEPARATION REQUIRED: PER **CRC TABLE R302.6 GARAGES SHALL BE SEPARATED FROM RESIDENCES AND ATTIC** BY NOT LESS THAN **1/2" GYPSUM BOARD (OR EQ) APPLIED TO THE GARAGE SIDE. FROM HABITABLE ROOMS ABOVE BY NOT LESS THAN 5/8" TYPE "X" GYPSUM BOARD (OR EQ).** FROM STRUCTURE(S) SUPPORTING FLOOR/ CEILING ASSEMBLIES USED FOR SEPARATION. BY NOT LESS THAN 1/2" GYPSUM BOARD (OR EQ). ATTACHMENT OF GYPSUM BOARD SHALL COMPLY WITH **CRC TABLE 702.3.5.**

27 **1/2" GYP. BOARD AT WALLS & CEILING** AT USABLE SPACE **UNDER STAIRS** PER THE **CRC. R302.7**

28 NOT USED

29 **1-3/8" SOLID CORE, SELF-CLOSING, SELF-LATCHING DOOR PER R302.5.1**

30 **STONE VENEER**, REFER TO EXTERIOR ELEVATION

31 **BRICK VENEER**, REFER TO EXTERIOR ELEVATION

32 **36" X 36" MIN. LANDING** - SLOPE MAX 1/4"/FT. PER CRC R311.3. LANDING SHALL NOT BE MORE THAN 7.75" BELOW THE TOP OF THE EXTERIOR DOOR THRESHOLD PER **CRC 311.3.1**

33 **DOWNSPOUT** - DISCHARGE PER CIVIL DRAWINGS. SEE DOWNSPOUT TERMINATION DETAIL

34 **TRASH**, **RECYCLING**, AND **COMPOST BINS**.

35 **STANDARD SHELF**

36 **OPT. UPPER CABINETS**

37 **STANDARD UPPER CABINETS**

PLAN KEYNOTES

1. CRC R327.1.1 REINFORCEMENT OR GRAB BARS
AT LEAST ONE BATHROOM ON THE ENTRY LEVEL SHALL BE PROVIDED WITH REINFORCEMENT INSTALLED IN ACCORDANCE WITH THIS SECTION. WHERE THERE IS NO BATHROOM ON THE ENTRY LEVEL, AT LEAST ONE BATHROOM ON THE SECOND OR THIRD FLOOR OF THE DWELLING SHALL COMPLY WITH THIS SECTION.
1.) REINFORCEMENT SHALL BE SOLID LUMBER OR OTHER CONSTRUCTION MATERIALS APPROVED BY THE ENFORCING AGENCY
2.) REINFORCEMENT SHALL NOT BE LESS THAN 2 BY 8 INCH (51 MM BY 203 MM) NOMINAL LUMBER. [11/2 INCH BY 714 INCH (38 MM BY 184 MM) ACTUAL DIMENSION] OR OTHER CONSTRUCTION MATERIAL PROVIDING EQUAL HEIGHT AND LOAD CAPACITY. REINFORCEMENT SHALL BE LOCATED BETWEEN 32 INCHES (812.8 MM) AND 3914 INCHES (997 MM) ABOVE THE FINISHED FLOOR FLUSH WITH THE WALL FRAMING.
3.) WATER CLOSET REINFORCEMENT SHALL BE INSTALLED ON BOTH SIDE WALLS OF THE FIXTURE, OR ONE SIDE WALL AND THE BACK WALL
4.) SHOWER REINFORCEMENT SHALL BE CONTINUOUS WHERE WALL FRAMING IS PROVIDED
5.) BATHTUB AND COMBINATION BATHTUB/SHOWER
REINFORCEMENT SHALL BE CONTINUOUS ON EACH END OF THE BATHTUB AND THE BACK WALL. ADDITIONALLY, BACK WALL REINFORCEMENT FOR A LOWER GRAB BAR SHALL BE PROVIDED WITH THE BOTTOM EDGE LOCATED NO MORE THAN 6 INCHES (152.4 MM) ABOVE THE BATHTUB RIM
EXCEPTIONS:
1. WHERE THE WATER CLOSET IS NOT PLACED ADJACENT TO A SIDE WALL CAPABLE OF ACCOMMODATING A GRAB BAR, THE BATHROOM SHALL HAVE PROVISIONS FOR INSTALLATION OF FLOOR-MOUNTED, FOLDAWAY OR SIMILAR ALTERNATE GRAB BAR REINFORCEMENTS APPROVED BY THE ENFORCING AGENCY.
2. REINFORCEMENT SHALL NOT BE REQUIRED IN WALL FRAMING FOR PRE-FABRICATED SHOWER ENCLOSURES AND BATHTUB WALL PANELS WITH INTEGRAL FACTORY-INSTALLED GRAB BARS OR WHEN FACTORY-INSTALLED REINFORCEMENT FOR GRAB BARS IS PROVIDED.
3. SHOWER ENCLOSURES THAT DO NOT PERMIT INSTALLATION OF REINFORCEMENT AND/OR GRAB BARS SHALL BE PERMITTED, PROVIDED REINFORCEMENT FOR INSTALLATION OF FLOOR-MOUNTED GRAB BARS OR AN ALTERNATE METHOD IS APPROVED BY THE ENFORCING AGENCY.
4. BATHTUBS WITH NO SURROUNDING WALLS, OR WHERE WALL PANELS DO NOT PERMIT THE INSTALLATION OF REINFORCEMENT SHALL BE PERMITTED, PROVIDED REINFORCEMENT FOR
INSTALLATION OF FLOOR-MOUNTED GRAB BARS ADJACENT TO THE BATHTUB OR AN ALTERNATE METHOD IS APPROVED BY THE ENFORCING AGENCY.
5. REINFORCEMENT OF FLOORS SHALL NOT BE REQUIRED FOR BATHTUBS AND WATER CLOSETS INSTALLED ON CONCRETE SLAB FLOORS.

2. CRC R327.1.1.1 DOCUMENTATION FOR GRAB BAR REINFORCEMENT INFORMATION AND/OR DRAWINGS IDENTIFYING THE LOCATION OF GRAB BAR REINFORCEMENT SHALL BE PLACED IN THE OPERATION AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS CODE, CHAPTER 4, DIVISION 4.4.

3. INFORMATION AND/OR DRAWINGS IDENTIFYING THE LOCATION OF GRAB BAR REINFORCEMENT SHALL BE PLACED IN THE OPERATION AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE CALIFORNIA GREEN BUILDING STANDARDS CODE, CHAPTER 4, DIVISION 4.4.

EFFECTIVE JULY 1, 2024, AT LEAST ONE BATHROOM AND ONE BEDROOM ON THE ENTRY LEVEL SHALL PROVIDE A DOORWAY WITH A NET CLEAR OPENING OF NOT LESS THAN 32 INCHES (812.8 MM), MEASURED WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM THE CLOSED POSITION, OR, IN THE CASE OF A TWO-OR THREE-STORY SINGLE FAMILY DWELLING, ON THE SECOND OR THIRD FLOOR OF THE DWELLING IF A BATHROOM OR BEDROOM IS NOT LOCATED ON THE ENTRY LEVEL.

4. ELECTRICAL RECEPTACLE OUTLETS, SWITCHES AND CONTROLS (INCLUDING CONTROLS FOR HEATING, VENTILATION AND AIR CONDITIONING) INTENDED TO BE USED BY OCCUPANTS SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX AND NOT LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX ABOVE THE FINISH FLOOR.
EXCEPTIONS:
1.) DEDICATED RECEPTACLE OUTLETS; FLOOR RECEPTACLE OUTLETS; CONTROLS MOUNTED ON CEILING FANS AND CEILING LIGHTS; AND CONTROLS LOCATED ON APPLIANCES.
2.) RECEPTACLE OUTLETS REQUIRED BY THE CALIFORNIA ELECTRICAL CODE ON A WALL SPACE WHERE THE DISTANCE BETWEEN THE FINISHED FLOOR AND A BUILT-IN FEATURE ABOVE THE FINISH FLOOR, SUCH AS A WINDOW, IS LESS THAN 15 INCHES. CRC 327.1.2

AGING IN PLACE NOTES

GENERAL NOTES:
1. REFER TO GENERAL NOTE SHEETS FOR THE GENERAL CONSTRUCTION METHODS AND CONDITIONS.
2. WATER CLOSETS TO BE MAXIMUM **1.28 GALLONS** PER FLUSH PER **CPC SEC. 411.2**
3. FOR TUB/SHOWER LOCATION: SHOWER WALLS TO HAVE A SMOOTH, HARD, NONABSORBANT SURFACE OVER A MOISTURE RESISTANT UNDERLAYMENT TO A HEIGHT OF 72" ABOVE THE DRAIN INLET. DENS SHIELD, WATER RESISTANT GYPSUM BOARD WITHOUT MOISTURE BARRIER IS PERMITTED UNDER SOLID PRODUCTS LIKE CULTURED MARBLE. CEMENTITIOUS BACKER BOARD REQUIRED FOR TILE. PROVIDE SOLID WOOD BACKING FOR TUB/SHOWER FLANGE AND ENCLOSURE IN WALLS PER MANUFACTURER.
4. NOTE PER **CRC TABLE 302.1(2):** WALLS LESS THAN **3'-0"** TO THE PROPERTY LINE SHALL BE OF ONE-HOUR CONSTRUCTION, -PROJECTIONS LOCATED BETWEEN **2'-0" -3'-0"** FROM THE PROPERTY LINE SHALL BE OF ONE-HOUR CONSTRUCTION ON THE UNDERSIDE. -NO OPENINGS ARE PERMITTED IN WALLS LESS THAN **3'-0"** TO THE PROPERTY LINE. -ALL PENETRATIONS IN AN EXTERIOR WALL LESS THAN **3'-0"** FROM THE PROPERTY LINE SHALL COMPLY WITH **CRC SEC. 302.1**.
5. NOTE PER **CRC SEC. R.310**: OPERABLE WINDOWS IN BEDROOMS SHALL HAVE AN OPERABLE SECTION WITH A NET CLEAR OPENING OF **5.7 SQ. FT. MIN.** CLEAR OPENING HEIGHT OF **24"** AND A MIN. CLEAR OPENING WIDTH OF **20"**. THE MAX. CLEAR OPENING SILL HEIGHT WILL BE NO MORE THAN **44"** ABOVE THE FINISH FLOOR.WINDOW MANUFACTURER TO VERIFY THEIR SPECIFICATIONS COMPLY WITH EGRESS REQUIREMENTS FOR WINDOW SIZES NOTED ON PLAN.
6. ALL WINDOWS AND GLAZED OPENINGS IN EXTERIOR DOORS SHALL BE INSULATING GLASS UNITS WITH A MINIMUM OF ONE TEMPERED PANE.
7. FINISH FLOOR ELEVATION ON THE UNIT PLANS ASSUMES TOP OF SLAB AT FIRST FLOOR TO BE **0.00**', SEE CIVIL DRAWINGS FOR ACTUAL BUILDING ELEVATIONS.
8. FOR INTERIOR CABINETRY PLANS SEE BUILDERS DRAWINGS
9. **PER R302.11, ITEM 4:** FIREBLOCKING SHALL BE PROVIDED IN WOOD-FRAMED CONSTRUCTION AT OPENINGS AROUND VENTS, PIPES, DUCTS, CABLES AND WIRES AT CEILING AND FLOOR LEVEL, WITH AN APPROVED MATERIAL TO RESIST THE FREE PASSAGE OF FLAME AND PRODUCTS OF COMBUSTION. THE MATERIAL FILLING THIS ANNULAR SPACE SHALL NOT BE REQUIRED TO MEET THE **ASTM E136** REQUIREMENTS.
10. OPENINGS AND PENETRATIONS THROUGH THE WALLS OR CEILINGS SEPARATING THE DWELLING FROM THE GARAGE SHALL BE IN ACCORDANCE WITH SECTIONS **R302.5.1** THROUGH **R302.5.3.**
11. GARAGE DOORS SHALL BE LABELED WITH A PERMANENT LABEL PROVIDED BY THE GARAGE DOOR MANUFACTURER. THE LABEL SHALL IDENTIFY THE GARAGE DOOR MANUFACTURER, THE GARAGE DOOR MODEL/SERIES NUMBER, THE POSITIVE AND NEGATIVE DESIGN WIND PRESSURE RATING, AND THE APPLICABLE TEST STANDARD **PER CRC R609.4.1**.

BUILDING DEPARTMENT NOTES:
1. THE STREET ADDRESS SHALL BE POSTED ON THE BUILDING IN SUCH A POSITION TO BE PLAINLY LEGIBLE FROM STREET FRONTING THE PROPERTY. MUST BE ILLUMINATED.
2. SEE ENERGY CODE COMPLIANCE REPORT FOR INSULATION VALUES.
3. FOAM PLASTIC OR FOAM PLASTIC CORES IN MANUFACTURED ASSEMBLIES USED IN BUILDING CONSTRUCTION SHALL HAVE A FLAME-SPREAD RATING OF NOT MORE THAN 75 AND A SMOKE-DEVELOPED RATING OF NOT MORE THAN 450 WHEN TESTED IN THE MAXIMUM THICKNESS INTENDED FOR USE IN ACCORDANCE WITH ASTM E 84.
4. IN AREAS WHERE EXPANSIVE OR COLLAPSIBLE SOILS ARE KNOWN TO EXIST, ALL DWELLINGS SHALL HAVE A CONTROLLED METHOD OF WATER DRAINAGE FROM THE ROOFS TO GROUND SURFACE. AT LEAST 5 FEET FROM FOUNDATION WALLS TO AN APPROVED DRAINAGE SYSTEM PER CRC R801.3
5. FIBER-CEMENT, FIBER-MAT REINFORCED CEMENT, GLASS MAT GYPSUM BACKERS OR FIBER-REINFORCED GYPSUM BACKERS IN COMPLIANCE WITH ASTM C 1288, C 1325, C 1178 OR C 1278, RESPECTIVELY, AND INSTALLED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS SHALL BE USED AS BACKERS FOR WALL TILE IN TUB AND SHOWER AREAS AND WALL PANELS IN SHOWER AREAS.
6. A 10 MIL POLYETHYLENE OR APPROVED VAPOR RETARDER WITH JOINTS LAPPED NOT LESS THAN 6 INCHES SHALL BE PLACED BETWEEN THE CONCRETE FLOOR SLAB AND THE PREPARED SUBGRADE PER CRC R506.2.3. SEE SOILS REPORT
7. DUAL-PANE WINDOWS AND GASKETED EXTERIOR DOORS SHALL BE INSTALLED TO REDUCE INTERIOR NOISE LEVELS TO THE CITY OF DUBLIN'S INTERIOR CNEL 45dBA CRITERIA.

PLAN NOTES

PLAN 1A - BMR (GROSS S.F.)	
FIRST FLOOR	1115
SECOND FLOOR	1418
TOTAL CONDITIONED R-3	2533
PORCH	101
TOTAL UNCONDITIONED R-3	101
GARAGE	453
TOTAL UNCONDITIONED U	453
PLAN 1A - TOTAL GROSS S.F.	3035

SQUARE FOOTAGE

- 2 X 4 STUD WALL - REFER TO STRUCTURAL DRAWINGS.
- 2 X 6 STUD WALL - REFER TO STRUCTURAL DRAWINGS.
- 2 X 6 WALL W/ STC 42 - REFER TO STRUCTURAL DRAWINGS AND DETAIL 24/AD-80
- INDICATES INTERIOR LOWERED CEILING OR SOFFIT AT 9'-0" A.F.F. (8'-0" A.F.F. AT BMR) AT FIRST FLOOR AND 8'-0" AT SECOND FLOOR A.F.F., (U.O.N.).
- E — ELECTRICAL METERS
- C/T — CABLE/ T.V. & TELEPHONE
- SOLID GRAB BAR BLOCKING. PER AGING IN PLACE REQ. SEE AGING IN PLACE NOTES ON THIS SHEET.
- 4:12 — SLOPE ROOF 4:12, TYPICAL UNLESS OTHERWISE NOTED ON ROOF PLAN TYPICAL ROOF MATERIAL: COMPOSITION SHINGLE - SEE BUILDERS SPEC.

PLAN LEGEND

ktgy

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Oakland, CA 94612
ktgy.com
510.272.2910

ktgy Project Number	2025-0442
Contact	Cecilia Cardenas-Gomez
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Designer	Jill Williams

TRUMARK
Daiwa House Group®

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Trumark Homes
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Suite 100
San Ramon, CA 94583

3180 WALNUT BLVD.

CONTRA COSTA COUNTY, CA

No.	DATE	DESCRIPTION
	2025-12-22	1ST B.D. SUBMITTAL

Client is responsible for notifying architect in writing for any discovered errors or omissions in the plans and specifications during construction of the project. Failure for Client to notify Architect of any known errors or omissions in the plans or specifications, and proceeding with constructing the portion of work shown in the plans or specifications containing known errors or omissions shall be a waiver by Client for any liability of Architect for such known errors or omissions. Client releases Architect for any liability for such portions of work, and Architect shall not be liable for any delay damages, change orders, repair costs, removal or demolition costs, or replacement of any such portions of work.

LICENSED ARCHITECT — JILL ANNE WILLIAMS — No. C 22765 — EXP. 08-31-2027 — STATE OF CALIFORNIA

PLAN 1 (BMR) - FLOOR PLANS

A1-11

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EXHIBIT C

Form of Income Certification

FORM OF INCOME CERTIFICATION

-To be completed by homebuyer or renter-

Applicant Name(s): _____

Applicant Address: _____

RETURN ALL CHECKLIST ITEMS TO:
CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

(i) **Checklist – to be completed and included with application**

Please read the application carefully and complete it accurately before signing. There may be legal consequences if the applicant provides false income and residence information. Submit copies of the following documents for all household members over the age of 18:

- ❑ Completed Income Certification (this document).
- ❑ Complete copy of most recently filed federal tax return, including all schedules and W-2 forms (state tax returns NOT required).
  - ❑ If self-employed, additionally submit two prior year's federal tax returns.
- ❑ Pay stubs from all income sources for the last three (3) months.
- ❑ All other current proof of income statements (including checks or award letters for Social Security, SDI, General Assistance, etc.).
- ❑ All investment account statements (e.g. checking & savings account, stock, and IRA statements) for the last three (3) months.
  - ❑ Attach a signed statement certifying no investment accounts (if applicable).
- ❑ Attach a detailed explanation of missing checklist items (if applicable).

Please Note: The above list is the minimum documentation we require to certify your income for an income-restricted home. During the County's review process, we may request additional information in order to ensure qualification for the program.

CERTIFICACIÓN DE INGRESOS PARA

Para Ser completado por el comprador de vivienda o inquilino

Nombre del solicitante (s): _____
Dirección del solicitante: _____

REGRESA TODOS LOS ELEMENTOS DE LA LISTA DE COMPROBACIÓN PARA:
CONDADO DE CONTRA COSTA
DEPARTAMENTO DE CONSERVACIÓN Y DESARROLLO
HOUSING AND COMMUNITY IMPROVEMENT DIVISION
30 MUIR ROAD
MARTINEZ, CA 94553

Lista de Comprobación: para ser completado y incluido con la aplicación
Por favor, lea cuidadosamente la solicitud y completarla con precisión antes de firmar. Puede haber consecuencias legales si el solicitante proporciona información falsa sobre los ingresos y residencia. Entrega copias de los siguientes documentos para todos los miembros del hogar que son mayores de 18 años:

❑Certificación de ingresos completo (Este documento).

❑ Copia completa de la declaración de impuestos federales más recientemente presentado, incluyendo todos los horarios y las formas W2 (las declaraciones de impuestos estatales no es necesario).
- ❑ Si trabaja por cuenta propia, presenta los declaraciones de impuestos federales de los ultimo dos años anteriores.

❑ Talones de pago de toda las fuentes de ingresos de los últimos tres (3) meses.

❑Toda otra prueba actual de las cuentas de resultados (incluyendo cheques o cartas de aprobación del Seguro Social, SDI, Asistencia General, etc.).

❑Todos los estados de cuenta de inversión (por ejemplo, cuentas de cheques y de ahorros, valores, y declaraciones del IRA) para los últimos tres (3) meses.
- ❑ Adjunte una declaración firmada que certifica no hay cuentas de inversión (si procede).

❑ Adjunte una explicación detallada de los puntos de la lista que faltan (si corresponde).

Nota: La lista anterior es la documentación mínima que requerimos para certificar sus ingresos para un hogar. Durante el proceso de revisión del Condado, podemos solicitar información adicional para asegurar la calificación para el programa.

Income Certification

Property Address: _____

City: _____ **Zip:** _____

Telephone _____ **Work Number:** _____

Cell Number: _____ **Email:** _____

HOUSEHOLD COMPOSITION

HH Mbr #	Head of Household Last Name	First Name & Middle Initial	Relationship to Head HH	Age	DL#	SS# or Alien Reg. No.
1			HEAD			
2						
3						
4						
5						

INCOME (USE ALL INCOME SOURCES FOR ALL HOUSEHOLD MEMBERS OVER 18)

HH Mbr#	**(A)** Employment or Wages		**(B)** Soc. Security/Pensions		**(C)** Public Assistance		**(D)** Other Income	
	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly	Monthly	Yearly
Totals	$	$	$	$	$	$	$	$

Add totals from (A) through (D) above **(E)** TOTAL INCOME: $

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

Certificación de Ingresos

Dirección: _____

Ciudad:_____ **Código Postal:**_____

Teléfono_____

Número telefónico de trabajo: _____

Número Celular:_____ **Correo electrónico:**_____

COMPOSICIÓN DEL HOGAR

HH Mbr #	Apellido de la Cabeza del Familia/Hogar	Primero Nombre e Inicial del segundo nombre	Relación a la cabeza del familia/hogar	Edad	# de licencia (pa manejar, si se aplica)	# de Seguro Social o # de extranjero
1			Cabeza del Familia/Hogar			
2						
3						
4						
5						

INGRESOS (USAR TODAS LAS FUENTES DE INGRESOS PARA TODOS LOS MIEMBROS DEL HOGAR SOBRE 18)

HH Mbr#	**(A)** Empleo o Salarios		**(B)** Seguro Social / Pensiones		**(C)** Asistencia pública		**(D)** Otra entrada	
	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente	Mensual	Anualmente
Totales	$	$	$	$	$	$	$	$

Añadir totales de (A) a (D) por encima **(E)** TOTAL INGRESOS:: $

Firma del solicitante:_____ **Fecha::**_____

Firma del Co-Solicitante:_____ **Fecha::**_____

PARTICIPATION DATA – FY 2022

_____ ❑ **Male** ❑ **Female**

Name

1. **Status** (Check all that apply): ❑ **62 years or older** ❑ **Disabled**
2. **Head of Household**: Are you the head of the household? ❑ Yes ❑ No
3. **If you are not the head of the household, is the head of the household female?** ❑ Yes ❑ No
4. **Household Size and Total Annual Household Income:**
   A. Circle the total number of people in your household in the first column.
   B. On the line corresponding to your household size, check the income range that includes your household's annual income.

A. Household Size	B. Total Household Income		
1	□ **up to $50,000**	□ **$50,000-$76,750**	□ **$76,750-$119,950**
2	□ **up to $57,150**	□ **$57,150-$87,700**	□ **$87,700-$137,100**
3	□ **up to $64,300**	□ **$64,300-$98,650**	□ **$98,650-$154,200**
4	□ **up to $71,400**	□ **$71,400-$109,600**	□ **$109,600-$171,350**
5	□ **up to $77,150**	□ **$77,150-$118,400**	□ **$118,400-$185,050**
6	□ **up to $82,850**	□ **$82,850-$127,150**	□ **$127,150-$198,750**

❑ Check here if your income does not fall into any of the income ranges corresponding with your household size.

5. **Do you receive assistance from any of the following sources?**

   ❑ **CalWORKs** ❑ **General Assistance** ❑ **Social Security** ❑ **Food Stamps**
   ❑ **Medi-Cal** ❑ **Section 8** ❑ **WIC**

6. **Race/Ethnicity** (Check only one, unless noted):
   ❑ **American Indian/Alaskan Native** ❑ **Asian** ❑ **White**
   ❑ **Native Hawaiian/Pacific Islander** ❑ **Asian & White** ❑ **Black/African American**
   ❑ **American Indian/Alaskan Native & White** ❑ **Black/African American & White**
   ❑ **American Indian/Alaskan Native & Black/African American**
   ❑ **Other Multi-Racial**: _____

   ❑ **Hispanic Ethnicity** (you must also check one of the racial categories if you select this category)

I hereby certify that the above information is true and correct to the best of my knowledge. I acknowledge and understand that the information provided here will be relied upon for purposes of determining my eligibility for this program. I acknowledge that a material misstatement fraudulently or negligently made in this or in any other statement made by me may constitute a federal violation and may result in the denial of my participation in this program.

_____ _____

Signature **Date**

(Income Limits as of 6/15/2022)

Programa para el Desarrollo de la Comunidad
Información sobre los participantes del año 2022

_____ ☐ **Hombre** ☐ **Mujer**

Nombre

_____ _____ _____

Domicilio **Ciudad** **Código postal**

1. **Marque lo que es aplicable:** ☐ **62 años o mas de edad** ☐ **Discapacitada/o**
2. **Jefe de Casa**: ¿Es usted el jefe de casa? __Si __No
3. **Si no es el jefe de casa, ¿es dirigida la casa por una mujer?** ☐ Si ☐ No
4. **Número de Personas en el Hogar y Ingresos Anuales:**
   A. Circule en la primera columna el número de personas en su hogar
   B. Al lado derecho del número que circuló, por favor marque las cajas que indican el ingreso total de todas las personas en su hogar (aproxime)

A. Numero de personas en el hogar	***B. Total de ingresos***		
1	□ **up to $50,000**	□ **$50,000-$76,750**	□ **$76,750-$119,950**
2	□ **up to $57,150**	□ **$57,150-$87,700**	□ **$87,700-$137,100**
3	□ **up to $64,300**	□ **$64,300-$98,650**	□ **$98,650-$154,200**
4	□ **up to $71,400**	□ **$71,400-$109,600**	□ **$109,600-$171,350**
5	□ **up to $77,150**	□ **$77,150-$118,400**	□ **$118,400-$185,050**
6	□ **up to $82,850**	□ **$82,850-$127,150**	□ **$127,150-198,750**

☐ Marque esta caja si sus ingresos no llegan a las tarifas que corresponden con el tamaño de su hogar.

5. ¿**Recibe usted asistencia de alguna de estas organizaciones?**

   ☐CalWORKs ☐ Asistencia General ☐Seguro Social ☐vales para alimentos

   ☐Medi-Cal ☐ Sección 8 ☐ WIC

6. ¿**Eres Hispano/Latino? Si** ☐ **No** ☐

7. **Raza** (Marque uno):

   ☐ Indio Americano/Nativo de Alaska ☐Asiático ☐ Blanco

   ☐ Nativo de Hawái/de las Islas del Pacifico ☐ Asiático/Blanco ☐ Negro/Africano Americano

   ☐ Indio Americano/Nativo de Alaska/Blanco ☐ Negro/Africano Americano/Blanco

   ☐ Indio Americano/Nativo de Alaska/Negro

   ☐ Otro Multirracial:_____

Yo juro bajo pena de perjurio que la información proveída es verdadera y correcta. Yo reconozco que la información solicitada será para determinar mi elegibilidad para este programa. Yo acepto que material o declaraciones hechas mal o negligentemente por mí, pueden constituir una violación federal y pueden tener un resultado negativo en mi participación en este programa.

_____ _____

Firma **Fecha**

EXHIBIT D

Permit, Findings, and Conditions of Approval

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION & DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

APPROVED PERMIT

APPLICANT:	Andy Byde for Calibr Ventures, Inc. 501 NW Grand Blvd, Ste 600 Oklahoma City, OK 71198	APPLICATION NO.:	CDSD21-09581
		ASSESSOR'S PARCEL NO.:	180-240-002
		PROJECT LOCATION:	3180 Walnut Boulevard, Walnut Creek, CA 94596
OWNER:	Calibr Ventures, Inc. 501 NW Grand Blvd, Ste 600 Oklahoma City, OK 71198	ZONING DISTRICT:	Single-Family Residential (R-20)
		EFFECTIVE DATE:	February 27, 2024
		VESTING DATE:	July 27, 2022

A VESTING TENTATIVE MAP to subdivide a 2.88-acre site into 10 single-family residential lots, with one restricted, for-sale, moderate-income lot (Lot 4) in the Walnut Creek area has been APPROVED by the Contra Costa County Board of Supervisors. This approval includes exceptions to Title 9 requirements, complete on and off-site improvements, a tree permit for the removal of 43 trees, work within the dripline of 17 trees, and approximately 17,000 cubic yards of grading. This approval by the County Board of Supervisors is based on the attached findings and subject to the attached conditions of approval.

By: _____
Ruben L. Hernandez
Deputy Director

Unless otherwise provided, THIS PERMIT WILL EXPIRE THREE (3) YEARS from the effective date if the action allowed by this permit is not undertaken within that time.

PLEASE NOTE THE EFFECTIVE DATE, as no further notification will be sent by this office.

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581: ANDY BYDE, CALIBR VENTURES (APPLICANT) and CALIBR VENTURES INC (OWNER) AS APPROVED BY THE BOARD OF SUPERVISORS ON FEBRUARY 27, 2024.

I. Findings

A. General Plan Growth Management Element Standards

1. **Traffic**: Policy 4-c of the Growth Management Program (GMP) of the Contra Costa County General Plan requires a traffic impact analysis of any project that is estimated to generate 100 or more AM or PM peak hour trips. The project consisting of the future construction of 10 single-family dwelling units would anticipate to generate an additional seven AM and ten PM new peak period trips, and therefore, is not required to have a project-specific traffic impact analysis. Since the project would yield less than 100 peak-hour AM or PM trips, the project would not conflict with the circulation system in the area.

   The Complete Streets Policy, adopted by the Contra Costa County Board of Supervisors on July 12, 2016, requires Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way such as streets, roads, highways, bridges, and other portions of the transportation system. The subdivision project includes a 28-foot-wide private street and a 5-foot sidewalk to connect to new frontage and sidewalk improvements on Walnut Boulevard for pedestrians and persons with disabilities within the project. Therefore, the project will be consistent with the Complete Streets policy.

2. **Water**: The GMP requires new development to demonstrate that adequate water quantity and quality can be provided. The project site currently receives water service from the East Bay Municipal Utility District (EBMUD) and is able to extend services to the project site and provide water to the 10 future residential properties. In a letter dated July 6, 2023, EBMUD stated water main extension will be required, and each lot to be provided domestic service and its own service connection and meter will require EBMUD review and approval prior to water service, which will include all applicable water efficiency measures under Section 31 of EBMUD's Water Regulations. Therefore, the project is not expected to result in a significant increase in demand for water service for the project site or surrounding area.

3. **Sanitary Sewer**: The GMP requires new development to demonstrate that adequate sanitary sewer quantity and quality can be provided. The project site currently receives sanitary sewer service from the Central Contra Costa Sanitary District. In an email dated July 7, 2021, the Sanitary District stated the project site is within their service area and sanitary sewer service is available to the project site, and would not be expected to produce an unmanageable added capacity demand on the wastewater system, nor interfere with existing, public facilities. The developer will need to construct an 8-inch diameter onsite public main sewer and private laterals. The Sanitary District's review and approval of all sewer improvements is required prior to construction. Therefore, the project is not expected to significantly increase the need for sanitary sewer service for the project site or surrounding area.

4. **Fire Protection**: The GMP requires that a fire station be within 1 ½ miles of development in urban, suburban and central business district area, or requires that automatic fire sprinkler systems be installed to satisfy this standard. The project site is located within the service area of the Contra Costa County Fire Protection District (CCCFPD). Fire protection to the project site would be provided by Station No. 1 located at 1330 Civic Drive in Walnut Creek (approximately 1 ½ miles of driving distance to the site). Using an average travel speed of 35 miles per hour, an engine responding from Station No. 1 would take approximately 5 minutes to reach the project site, which meets the 5-minute response standard set by the County General Plan. Also, according to the CAL FIRE Fire Hazard Severity Zone Viewer, the project site is located within a Local Responsibility Area (LRA) and is not classified as a very high fire hazards severity zone, and is not within the State Responsibility Area (SRA). The nearest fire hazard severity zone (FHSZ) within an SRA is 1.8-miles southeast of the project site and is classified as a moderate FHSZ. The nearest VHFHSZ is approximately 3.96 miles southeast of the project site. In addition, as detailed in the comment letter for the project from the Fire District dated July 22, 2023, the project is required to comply with the applicable provisions of the California Fire Code, the California Building Code, and applicable Contra Costa County Ordinances that pertain to emergency access, fire suppression systems, and fire detection/warning systems, and automatic fire sprinklers will be required. Prior to the issuance of building permits, the construction drawings would be reviewed and approved by the fire district. Therefore, the project is not expected to significantly increase the need for fire service to the project site or surrounding area.

5. **Public Protection**: The GMP indicates a Sheriff facility standard of 155 square-feet of Sheriff station space per 1,000 persons of population. The project would increase the population of unincorporated Contra Costa County by approximately 28 persons, which is less than the facility standard and is a non-substantial increase. Therefore, the addition of 10 residential properties to the project area would not significantly affect the provision of police services to the area. Furthermore, the project is conditioned so that the subdivision would be required to establish a Police Services District to Augment Police Services.

6. **Parks and Recreation**: The GMP requires three-acres of neighborhood park per 1,000 in population. The project would increase the population by approximately 28 persons. The project does not adversely impact the County's ability to maintain the standard of having 3-acres of neighborhood parks for every 1,000 members of the population. Furthermore, the project is conditioned that the applicant pays a Park Impact and Park Dedication fee for each residence constructed.

7. **Flood Control and Drainage**: The project site is not located within a 100-year flood hazard area as determined by the Federal Emergency Management Agency (FEMA).

   Division 914 of the County Ordinance Code requires that all storm water entering and/or originating on this property to be collected and conveyed, without diversion and within an adequate storm drainage system, to an adequate natural watercourse having a definable bed and banks or to an existing adequate public storm drainage system which conveys the storm water to an adequate natural watercourse.

   The project is to joint use the bioretention basin for detention purposes. A preliminary hydrologic analysis of the detention basin determined that the basin will mitigate peak flows from the site to below pre-project levels. Joint use of the basin is allowed, provided the stormwater treatment function of the basin is not used in the storage volume modeling for the detention function.

   Section 914-12.002 of the County Ordinance Code sets the minimum storage volume for detention basins at 15 acre-feet, allowing for use of smaller systems with the approval of Public Works, and establishment of a public maintenance entity. An

exception request from this requirement per Chapter 92-6 of said Code to allow a smaller basin to be maintained by a private maintenance agreement. Findings for this exception request are under section E. Due to the small size of the project site and the lack of public entity to maintain such a facility, Public Works is not averse to the granting of this exception and allowing the responsible individual(s) to maintain it along with their obligation to maintain the stormwater management aspects of the basin as discussed in the preliminary Hydrologic and Hydraulic Analysis. This report was submitted in support of the runoff mitigation claims of the basin design, but will be subject to a more thorough review as the project progresses through final design.

Lastly, a Stormwater Control Plan (SWCP) is required for applications that will create and/or redevelop impervious surface area exceeding 10,000 square-feet in compliance with the County's Stormwater Management and Discharge Control Ordinance (§1014) and the County's Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit. This project will create and/or redevelop approximately 43,558 square-feet of impervious surface with driveways and single-family residential development, which is above the threshold for requiring submittal of a SWCP. A SWCP Exhibit and Report were submitted for Public Works review and are considered adequate for this phase of the project.

B. Tentative Map Findings

1. The County Planning Agency shall not approve a tentative map unless it finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general plan required by law.

Project Finding: The General Plan land use designation for the project site is Single-Family Residential-low Density (SL). The project is to subdivide 2.88 acres into 10 residential lots and have a new private road off Walnut Boulevard provide access to all 10 lots. The primary land uses permitted in this designation include detached single-family homes and accessory buildings and structures. As the project will result in single-family residential properties, the project is consistent with the allowed uses of this general plan designation.

The General Plan also determines the allowed density for an area. The General Plan land use designation of Single-Family Residential-Low Density (SL) allows 1.0 – 2.9 units per net acre. However, as the project is eligible for density bonus (Gov. Code § 65915) it is allotted one concession to a development standard, and the applicant requests a concession to the development standard "net acreage" in calculating density, and to instead use gross acreage. Using gross acreage (2.88 acres) * (2.9 dwelling unit(du)/acre) = 8.35 du, fractional unit rounded to nine base units. When calculating density using density bonus with nine base units: (9 du) * (0.07 density bonus) = 0.63 du, fractional unit rounded to 1 du; 9 du + 1du = 10 units. Therefore, a 10-lot subdivision is consistent with the allowed density for the SL General Plan designation with the approval of a concession to use gross acreage to calculate density.[1]

Also, the following goals and policies within the County 2005-2020 General Plan are applicable to the project:

- Transportation and Circulation Element - The project is consistent with the following General Plan Transportation and Circulation Element goal and policies.
  Goal 5-J: To reduce single-occupant auto commuting and encourage walking and bicycling.
  Policy 5-16: Curbs and sidewalks shall be provided in appropriate areas.
  Policy 5-17: Emergency response vehicles shall be accommodated in development project design.

  The Complete Streets Policy, adopted by the Contra Costa County Board of Supervisors on July 12, 2016, requires Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way such as streets, roads, highways, bridges, and other portions of the transportation system. The subdivision project includes a private street and a 5-foot sidewalk on one side of its curb to provide access for pedestrians to Walnut Boulevard, which will also receive new frontage improvements and 5-foot sidewalks. Therefore, the overall

[1] Government Code section 65915, subdivisions (f)(5) states, "All density calculations resulting in fractional units shall be rounded up to the next whole number." Additionally, subdivision (q) states that "Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number."

surrounding circulation system will be consistent with the Complete Streets policy.

The project has also been reviewed by the Contra Costa County Fire Protection District to verify the project is designed to accommodate proper access for emergency response vehicles. In a letter dated July 22, 2021, the Fire District found the project to meet such access standards.

- Housing Element - The project is consistent with the following General Plan Housing Element goals and policy.
  Goal 1: Maintain and improve the quality of the existing housing stock and residential neighborhoods in Contra Costa County.

  As the project increases the housing stock in a residential neighborhood, it is consistent with this goal of the General Plan.

2. The County Planning Agency shall not approve a tentative map unless it shall find that the proposed subdivision fulfills construction requirements.

Project Finding: The project will comply with the collect and convey regulations, storm drainage facilities, and design standards for private roads. Additionally, compliance with the California Building Code and all applicable County Ordinances is required for grading of the property and construction of residential buildings.

C. Tree Permit Findings

The Zoning Administrator is satisfied that the following factors as provided by County Code Section 816-6.8010 for granting a tree permit have been satisfied:

1. **County Code Section 816-6.8010(2)(A):** The arborist report indicated that four code-protected trees: one California Black Walnut, 2 Almond trees, and one Plum tree, were in poor health and could not be saved.

2. **County Code Section 816-6.8010(2)(G):** New single-family residential development requires removal of 39 code-protected trees and work within the

dripline of 17 code-protected trees, and could not be reasonably accommodated on another area of the lot.

The project Arborist Report prepared by certified arborist Jennifer Tso (#WE-10270A) and dated January 10, 2023, provides an inventory and evaluation of all trees on and adjoining the project site that may be impacted by the proposed project. A total of 73 trees were surveyed, numbered, tagged, identified, measured, and evaluated. 39 code-protected trees would be development related removal, and work would occur within the dripline of 17 additional code-protected trees. There were 16 tree species inventoried, but only 3 species are listed in the County Tree Ordinance under the indigenous species list: 26 Valley Oaks, 12 California Black Walnut trees, and 2 Coast Redwoods. The other tree species include: 5 Almond trees, 5 Holly Oaks, 4 English Walnut trees, 2 Monterey Pines, 4 Privets, 1 Elm, 1 English Hawthorn, 1 Olive tree, 1 Pepper tree, and 6 various fruit trees.

The arborist report indicates these trees cannot be avoided and are not expected to survive, thus requiring removal. In addition, remaining trees that are proposed for preservation on and adjacent to the project site would be preserved through the implementation of the tree mitigation measures described in the arborist report. These mitigation measures will be required to be in place throughout the entire construction period.

D. County Code Section 96-10.002 (Underground Utilities - Exceptions) Exception Findings

There is an existing power pole located at the southwest corner of the property that will conflict with the required frontage improvements. Section 96-10.002 of the County Ordinance Code requires subdividers to underground utility distribution facilities along the project frontage. Approval of an exception request to this code section would allow the pole to remain in its existing place and taper the width of the road as it approaches the pole.

1. That there are unusual circumstances or conditions affecting the property.

Project Finding: The existing utility poles supporting the overhead lines along the frontage of the project contain electric service from PG&E and various utility services including AT&T, Comcast, and Wave Cable. The existing poles have services branching to an unknown number of homes on Walnut Boulevard and View Lane. In addition, the overhead lines connect to the poles at an unusual angle. Undergrounding of the lines would result in new guy wires extending into the front yard of neighboring properties which would significantly impact neighboring properties.

2. **That the exception is necessary for the preservation and enjoyment of the substantial right of the applicant.**

   Project Finding: As discussed above, the alignment and angles of the overhead lines connecting to the utility poles present challenges for undergrounding. Additional guy wires and supports will be added encroaching into the neighboring properties that are not a part of this project.

3. **That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.**

   Project Finding: Leaving the existing overhead utility lines in place will not be detrimental to public welfare. All services will remain in place as is with minimal disruptions to neighboring properties. The guy wire supports will not encroach into neighboring yards as is the case with undergrounding. In addition, undergrounding the lines crossing Walnut Boulevard will cause a traffic burden on the community during construction.

   Given the existing site conditions, Public Works will not be averse to the granting of this exception to allow the existing facilities to remain overhead, but the existing pole within the ultimate travel way will need to be relocated behind the sidewalk. In the event the western adjacent property is redeveloped, or the sidewalk is extended as a safe route to the nearby school, the curb alignment and travel way should not be encumbered by a utility pole.

E. County Code Sections 914-2.004(a) (Offsite Collect and Convey Requirements) and 914-12.002 (Detention Basins – Where Permitted)

Exception Findings

Section 914-2.004(a) requires runoff to be collected and conveyed without diversion. Section 914-12.002 sets the minimum storage volume for detention basins at 15 acre-feet, allowing for use of smaller systems with the approval of Public Works,

and establishment of a public maintenance entity. Approval of an exception request to these code sections would allow a smaller basin to be maintained by a private maintenance agreement, and water to be diverted from naturally flowing to an inlet at the north end of the property.

1. **That there are unusual circumstances or conditions affecting the property.**

   Project Finding: Due to the size of the project site (2.88 acres) and the steep existing ground topography, a basin of fifteen acre-feet is impossible to achieve without exporting excessive volume of soil. In addition, the minimal drainage area of the site produces low stormwater runoff flow rates which do not necessitate the large configuration of the basin described in the code, and can take the runoff being diverted from the north end of the property.

2. **That the exception is necessary for the preservation and enjoyment of the substantial right of the applicant.**

   Project Finding: As discussed above, the site in question cannot accommodate a fifteen-acre-foot basin whiles supporting any kind of development due to the existing topography. Requiring a fifteen-acre-foot basin would be inconsistent with both the State Density Bonus Law and Housing Accountability Act because the requirement would preclude the project at its requested density.

3. **That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.**

   Project Finding: The purpose of the detention basin is to mitigate additional flows generated by development of the site. By directing stormwater runoff into the basin, the development is reducing the overall flow rates leaving the site alleviating impacts downstream. The basin will be privately maintained in accordance with standard maintenance procedures for bioretention and detention basins. Due to the small size of the project site and the lack of public entity to maintain such a facility, Public Works is not averse to the granting of the exceptions and allowing the responsible individual(s) to maintain it along with their obligation to maintain the stormwater management aspects of the basin**,** which includes the diverted stormwater runoff.

F. California Environmental Quality Act (CEQA) Findings

A CEQA Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for this project. It was determined that without mitigation the project may result in significant impacts in the environmental areas of Aesthetics, Air Quality, Biological

Resources, Tribal and Cultural Resources, Geology and Soils, and Noise. Therefore, pursuant to California Code of Regulations Section 15070, the IS/MND identified mitigation measures to be incorporated into the project that will reduce the impacts to less than significant levels. The IS/MND was posted for public review on June 21, 2023. The public comment period for accepting comments on the adequacy of the environmental document extended to July 21, 2023, during which thirteen public comment letters were received.

Pursuant to Section 21080.3.1 of the California Public Resources Code (PRC), correspondence detailing the project was provided to the Native American Tribes, the Wilton Rancheria on September 21, 2021, and the Confederated Villages of Lisjan Nation on January 7, 2023. The correspondence formally notified the Tribes of their opportunity to request consultation with the County regarding the potential for the project impacting tribal cultural resources, as defined in Section 21074 of PRC. Both Tribes did not request consultation, but did request to be notified if any findings were unearthed with the development of this project.

II. CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581

DEPARTMENT OF CONSERVATION AND DEVELOPMENT, COMMUNITY DEVELOPMENT DIVISION (CDD), CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581

Project Approval

1. County file #CDSD21-09581 and its Vesting Tentative Map for Subdivision 3180 Walnut Boulevard, is APPROVED, by the Department of Conservation and Development, Community Development Division (CDD) as generally shown and based on the following documents submitted to CDD on January 10, 2024:

- Vesting Tentative Map for Subdivision 3180 Walnut Boulevard, prepared by DK Engineering;
- Storm Water Control Plan, prepared by DK Engineering;
- Preliminary Grading and Utility Plans, prepared by DK Engineering;
- Architectural Plans, prepared by William Hezmalhalch Architects;
- Site Setbacks Plan, prepared by DK Engineering;
- House Height Exhibit, prepared by DK Engineering; and
- Preliminary Landscape Plan, prepared by Ripley Design.

And the following reports and/or studies:

- Arborist Report, prepared by certified arborist Jennifer Tso (#WE-10270A) and of Traverso Tree Service, dated Jan 10, 2023;
- Air Quality, Greenhouse Gas Emissions, and energy Supporting Information Report, prepared by FirstCarbon Solutions, dated December 1, 2022;
- Biological Resource Analysis (BRA) Report, dated in July 2021, and subsequent BRA Report, dated May 2022, prepared by Olberding Environmental, Inc;
- Archaeological Survey Report, prepared by Garcia and Associates (GANDA), dated March 18, 2020;
- Historic Resource Assessment (HRA), prepared by FirstCarbon Solutions, dated December 16, 2022;
- Preliminary Geotechnical Exploration, prepared by ENGEO, dated March 12, 2020; and
- Noise Impact Analysis, prepared by FirstCarbon Solutions, dated September 28, 2022.

2. This Subdivision permit includes approval of a Concession to allow the use of gross acreage and not net acreage to calculate density pursuant to Government Code 65915(d) that results in 10 residential lots.

3. This Subdivision permit includes approval of Waivers pursuant to Government Code 65915(e)(1) to allow the following development standards:

Lot #	Lot Area (20,000 square feet minimum)	Footprint Area in square feet	Depth (120 feet minimum)	Average Width (120 feet minimum)	Front yard Setback (25 feet minimum)	Side Yard Setback (15 feet, 35 feet aggregate, minimum)	Retaining Walls (structure setbacks in feet)
Lot 1	9,645	2,483	145.3	66.4	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 2	10,889	2,533	168.6	64.6	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 3	11,731	2,913	174.1	67.4	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 4*	10,764	2,533	150.6	71.5	1 foot to shunt turn around; 20 feet from street	15 feet aggregate, (no yard less than 5 feet)	0

Lot #	Lot Area (20,000 square feet minimum)	Footprint Area in square feet	Depth (120 feet minimum)	Average Width (120 feet minimum)	Front yard Setback (25 feet minimum)	Side Yard Setback (15 feet, 35 feet aggregate, minimum)	Retaining Walls (structure setbacks in feet)
Lot 5	13,270	2,533	132	100.5	20 feet to face of garage; 10 feet to living area	15 feet aggregate, (no yard less than 5 feet)	0
Lot 6	17,659	2,483	127.2	138.8	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 7	9,292	2,533	130.9	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 8	9,555	2,913	134.5	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 9	9,819	2,442	138.2	71	20	15 feet aggregate, (no yard less than 5 feet)	0
Lot 10	15,797	2,533	141.3	111.8	20	15 feet aggregate, (no yard less than 5 feet)	0

Notes:
* Designated as affordable unit
** Double frontage: 15 feet (20 feet minimum)

4. This Subdivision permit includes approval of a Tree Permit to allow removal of 43 code-protected trees, and work within the dripline of 17 code-protected trees:

Tree #	Tree Species (trunk diameter in inches)	Action	Reason
301	Almond (12″)	Work w/in dripline	Development
302	Valley Oak (17″)	Work w/in dripline	Development
303	Monterey Pine (36″)	Work w/in dripline	Development
306	Holly Oak (7″)	Work w/in dripline	Development
309	California Black Walnut (14″)	Work w/in dripline	Development

310	Valley Oak (30″)	Work w/in dripline	Development
314	Valley Oak (14″)	Work w/in dripline	Development
315	English Walnut (46″) Multi-stemmed	Remove	Development
316	California Black Walnut (23″)	Work w/in dripline	Development
321	California Black Walnut (13″) Multi-stemmed	Remove	Poor health
322	Valley Oak (13″)	Work w/in dripline	Development
323	Valley Oak (12″)	Work w/in dripline	Development
324	Olive (18″)	Work w/in dripline	Development
325	Almond (18″) Multi-stemmed	Remove	Poor health
326	California Black Walnut (20″)	Remove	Development
327	Valley Oak (24″)	Work w/in dripline	Development
328	Valley Oak (11″)	Work w/in dripline	Development
330	Plum (10″)	Remove	Poor health
331	Almond (11″)	Work w/in dripline	Development
332	Valley Oak (18″)	Remove	Development
333	Almond (12″) Multi-stemmed	Remove	Poor health
334	Valley Oak (15″)	Work w/in dripline	Development
335	Valley Oak (19″)	Remove	Development
338	Valley Oak (20″)	Work w/in dripline	Development
339	Valley Oak (8″)	Work w/in dripline	Development
340	Valley Oak (9″)	Remove	Development
341	Valley Oak (13″)	Remove	Development
342	Valley Oak (21″)	Remove	Development
343	Valley Oak (17″)	Remove	Development
344	Pecan (20″) Multi-stemmed	Remove	Development
345	Pecan (7″)	Remove	Development
346	Valley Oak (15″) Multi-stemmed	Remove	Development
347	Pecan (31″)	Remove	Development
348	English Hawthorn (20″) Multi-stemmed	Remove	Development
349	Pepper (54″) Multi-stemmed	Remove	Development
350	California Black Walnut (22″)	Remove	Development
351	California Black Walnut (22″) Multi-stemmed	Remove	Development

352	California Black Walnut (32″) Multi-stemmed	Remove	Development
353	English Walnut (10″)	Remove	Development
354	Apricot (7″)	Remove	Development
355	Persimmon (18″) Multi-stemmed	Remove	Development
356	Valley Oak (18″)	Remove	Development
357	Pecan (37″)	Remove	Development
358	Valley Oak (22″)	Remove	Development
359	Holly Oak (12″)	Remove	Development
360	Holly Oak (14″)	Remove	Development
361	Valley Oak (14″)	Remove	Development
362	Privet (20″) Multi-stemmed	Remove	Development
363	Holly Oak (7″)	Remove	Development
364	Privet (7″)	Remove	Development
365	Privet (18″) Multi-stemmed	Remove	Development
366	Holly Oak (7″)	Remove	Development
367	California Black Walnut (14″) Multi-stemmed	Remove	Development
368	Privet (28″) Multi-stemmed	Remove	Development
369	Almond (19″) Multi-stemmed		Development
370	California Black Walnut (19″)	Remove	Development
371	English Walnut (18″)	Remove	Development
372	California Black Walnut (14″)	Remove	Development
373	English Walnut (26″) Multi-stemmed	Remove	Development
374	Almond (28″) Multi-stemmed	Remove	Development

5. The maximum number of lots approved for this subdivision is 10 residential lots.

Application Fees

6. This application is subject to an initial application deposit of $10,000, which was paid with the application submittal, plus time and materials costs if the application review expenses exceed 100% if the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit,

whichever occurs first. The applicant may obtain current costs by contacting the project planner.

Indemnification

7. Prior to recordation of the Final Map or submittal of a building permit, whichever occurs first, Pursuant to Government Code Section 66474.9, the applicant (including the subdivider or any agent thereof) shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the Agency (the County) or its agents, officers, or employees, to attack, set aside, void, or annul, the Agency's approval concerning this subdivision map application, which action is brought within the time period provided in Section 66499.37. The County will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.

Compliance Report

8. A permit compliance report shall be submitted to the Department of Conservation and Development, Community Development Division (CDD) for review and approval. The report shall identify all conditions of approval that are administered by the CDD. The report shall document the measures to be taken to satisfy all relevant conditions. Unless otherwise indicated, the permit compliance report will be required to demonstrate compliance with the applicable conditions of this report prior to filing the Final Map or planning approval of a grading or building permit, whichever occurs first.

The permit compliance report will be filed and reviewed through a Condition of Approval Compliance Check application with an initial deposit of $2,000 (subject to time and materials).

Fencing

9. Prior to planning approval of a grading or building permit, a fencing plan program shall be submitted to CDD for the review and approval. The approved program shall be attached to the CC&Rs.

Covenants, Conditions and Restrictions (CC&R's)

10. Prior to recordation of the Final Map, Covenants, Conditions and Restrictions (CC&R's) shall be submitted to CDD for review and approval. This document shall include the maintenance obligation requirements of Public Works condition(s) of approval. The CC&Rs shall also require occupants to maintain garage spaces in a manner, which makes them available for off-street parking.

Signs/Walls

11. Prior to planning approval of a grading or building permit, the details of the design, location, color and type of materials for any proposed signs and/or masonry walls shall be submitted to CDD for review and approval.

Park Impact Fee

12. Prior to issuance of a building permit for a new residence, the applicable park impact fee as established by the Board of Supervisors shall be paid.

Park Dedication Fee

13. Prior to issuance of a building permit for a new residence, the applicable park dedication fee as established by the Board of Supervisors shall be paid.

Child Care

14. Prior to issuance of a building permit for a new residence, a fee for childcare facility needs in the area, as established by the Board of Supervisors, shall be paid.

Police Services District

15. Election for Establishment of a Police Services District to Augment Police Services: Prior to the recordation of the Final Map, the owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Final Map. The property owner shall be responsible for paying the cost of holding the election, payable at

the time the election is requested by the owner. Allow a minimum of three to four months for processing.

Exterior Lighting

16. Prior to planning approval of a building permit, a Lighting Plan shall be submitted for review and approval by the CDD. At a minimum, the plan shall include the following measures:

a. All outdoor lighting, including façade, yard, security, and streetlights, shall be oriented down, onto the project site or road.

b. Back shields or functionally similar design elements shall be installed on every lighting pole to reduce lighting from spilling off site, and to ensure that lighting remains within the project site.
(AES-1)

Biological Resources

17. If project construction-related activities take place during the nesting season (February through August), an avian pre-construction survey for nesting passerine birds and raptors (birds of prey) within the project site and the trees within the adjacent riparian area shall be conducted by a qualified Biologist no more than 14 days prior to the commencement of the tree removal or project construction-related activities. If any bird listed under the Migratory Bird Treaty Act (MBTA) is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone shall be established by a qualified Biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the project activities for passerine birds, and a minimum of 200 feet for raptors. The distance shall be determined by a qualified Biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a qualified Biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), a qualified Biologist shall determine if the project can proceed

without further regard to the nest site(s). Prior to issuance of a building or grading permit, the CDD shall determine if project construction-related activities will take place during the nesting season, and if so, the avian pre-construction survey shall be reviewed and approved by the CDD.
(MM BIO-1)

18. If project construction-related activities take place during seasonal periods of bat activity (mid–February through mid–October – ca. February 15–April 15, and August 15–October 30), a bat habitat assessment within the project site shall be conducted by a qualified Bat Biologist to determine suitability of each tree or existing structure as bat roost habitat. Structures found to have no suitable openings can be considered clear for project activities as long as they are maintained so that new openings do not occur. Structures found to provide suitable roosting habitat, but without evidence of use by bats, may be sealed until project activities occur, as recommended by the Bat Biologist. Structures with openings and exhibiting evidence of use by bats shall be scheduled for humane bat exclusion and eviction, conducted during appropriate seasons, and under supervision of a qualified Bat Biologist. Bat exclusion and eviction shall only occur between February 15 and April 15, and from August 15 through October 30, in order to avoid take of non-volant (non-flying or inactive, either young, or seasonally torpid) individuals. Prior to issuance of a building or grading permit, the CDD shall determine if project construction-related activities will take place during seasonal periods of bat activity, and if so, the bat habitat assessment shall be reviewed and approved by the CDD.
(MM BIO-2)

19. A pre-construction survey for special-status reptile species shall be conducted no more than 48 hours prior to the commencement of tree removal or project construction related activities to determine presence/absence of these species. Worker Environmental Awareness training discussing the potential for these species shall be conducted by a qualified Biologist or Biological Monitor for all construction personnel working within the project site. Prior to issuance of a building or grading permit, the reptile pre-construction survey shall be reviewed and approved by the CDD.
(MM BIO-3)

20. No work (including vegetation removal) shall take place within the riparian corridor and ephemeral drainage as indicated in the Biological Resource Analysis (BRA) Report completed by Olberding Environmental, Inc (Olberding) dated January 2023, unless evidence is provided to the CDD that the California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and/or United States Army Corp of Engineers (USACE) reviewed and approved work within these areas. The plan set for a building permit shall show fencing that is approved by a qualified biologist to ensure work does not take place in this area. As-built photos shall be required prior to issuance of a grading or building permit to ensure that this fencing is installed.
(MM BIO-4)

21. At no time shall silt-laden runoff be allowed to enter on-site aquatic features and their associated habitats. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from the project may enter these aquatic features. Best Management Practices (BMPs) to avoid erosion, uncontrolled stormwater runoff and bank deterioration shall be implemented, following the requirements of the proposed project's Stormwater Control Plan, and typically include silt fencing, coir rolls, and/or straw bale dikes.
(MM BIO-5)

22. No substances toxic to fish and wildlife shall be discharged or allowed to leach into the aquatic features present on-site. Materials deleterious or toxic to fish and wildlife, including, but not limited to, asphalt, tires, concrete, construction materials, treated wood, and creosote containing materials, shall not be stockpiled within 100 feet of any aquatic feature present on-site.
(MM BIO-6)

Restitution for Tree Removal

23. The following measures are intended to provide restitution for the removal of 43 code-protected trees:

A. Tree Replacement Plan: Prior to planning approval of a grading or building permit, the applicant shall submit a Tree Replacement Plan prepared by a licensed arborist or landscape architect for the review and approval of CDD. The Plan shall provide for the planting of at least 20 trees, minimum 15-gallons in size. The Plan shall show trees to be planted along Walnut Boulevard, and to provide screening between lots 5 and 6 and the neighboring properties, and shall be implemented prior to requesting a final inspection of the residential building permit for each lot.

B. Required Security to Assure Completion of Plan Improvements: Prior to issuance of a grading or building permit, the applicant shall submit a security (e.g., bond, cash deposit) that is acceptable to CDD to ensure that the Tree Replacement Plan is implemented.

Determination of Security Amount: The security shall provide for a breakdown of all of the following costs:

- A labor and materials estimate for planting the 20 trees, minimum 15-gallons in size, and related irrigation improvements that may be required, prepared by a licensed landscape architect or landscape contractor.
- An additional 20% of the total of the above amounts to address inflation costs.

C. Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs of staff for processing the landscape improvement security. At the time of submittal of the security, the applicant shall pay an initial deposit of $200.

D. Duration of Security: The security bond for each lot shall be retained by the County for a minimum of 12 months up to 24 months following final building inspection. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. In the event that CDD determines that the tree(s) intended to be protected has been damaged, and CDD determines that the applicant has not been diligent in providing reasonable restitution, then CDD may require that all part of the security be used to provide for mitigation of the damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.
(MM BIO-7)

24. Tree removal shall occur only with an approved grading or building permit.

Contingency Restitution for Work Within the Dripline

25. Pursuant to the requirements of Section 816-6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity nevertheless damages the tree(s) where work is within their dripline, the applicant shall provide the County with a security (e.g. bond, cash deposit) prior to planning approval of a grading or building permit, to allow for replacement of tree(s) intended to be preserved that are significantly damaged by construction activity. The security shall be based on:

A. Extent of Possible Restitution Improvements – The planting of at least 20 trees, minimum 15-gallons in size, in the vicinity of the affected tree(s), or equivalent planting contribution, and subject to prior review and approval of CDD.

B. Determination of Security Amount: The security shall be submitted for each lot and provide for all of the following costs:
   - A labor and materials estimate for planting 20 trees, minimum 15-gallons in size, and related irrigation improvements that may be required, prepared by a licensed landscape architect or landscape contractor.
   - An additional 20% of the total of the above amounts to address inflation costs.

C. Initial Deposit for Processing of Security – The County Ordinance requires that the applicant cover all time and material costs of staff for processing a tree protection security. The Applicant shall pay an initial fee deposit of $200 at time of submittal of a security.

D. Duration of Security: The security bond for each lot shall be retained by the County for a minimum of 12 months up to 24 months following final building inspection. A prerequisite of releasing the bond between 12 and 24 months shall be to have the applicant arrange for the consulting arborist to inspect the tree(s) and to prepare a report on the trees' health. In the event that CDD determines that the tree intended to be protected has been damaged by development activity, and CDD determines that the applicant has not been diligent in providing reasonable restitution of the damaged trees, then CDD may require that all part of the security be used to provide for mitigation of the

damaged tree(s). Should one security be submitted for all lots, the security may be released upon complying with the requirements stated above and upon approval of a final inspection for the last lot constructed.
(MM BIO-8)

Tree Protection

The following Tree Protection conditions shall be implemented during project construction and shall be stated on the site plan for building permit(s) as construction notes:

26. The *Tree Protection Recommendations (TPR)* from the approved arborist report shall be present in the construction plans to be submitted for a building permit application, and shall be executed onsite during all phases of construction.

27. Prior to issuance of a grading or building permit, the tree protective fencing as depicted in the approved arborist report shall be installed onsite. Color photographs of the installed fencing shall be submitted to CDD staff as evidence that this condition has been satisfied.

28. Storage or parking vehicles, building materials, refuse, excavated spoils, or dumping of paint or poisonous materials on or around trees and roots is prohibited.

29. Any construction activities that occur within the dripline of a tree, an arborist should be present. The arborist shall have the authority to require implementation of measures to protect the tree(s).

30. The applicant shall immediately notify CDD staff of any damage that occurs to any tree during construction. Any tree not approved for destruction or removal that dies or is significantly damaged as a result of this project shall be replaced with a tree or trees of equivalent size and of a species as approved by the CDD to be reasonably appropriate for the situation.

Water Efficient Landscape Ordinance (WELO)

31. Prior to planning approval of a building permit for a new residence, a completed WELO Part I for the landscaping specific to that property, shall be submitted to

CDD for review and approval. The approved Landscaping Plans under WELO Part I shall be present in the plans for a building permit.

32. Prior to final building inspection, a completed WELO Part II – Certificate of Completion shall be submitted to CDD staff for review and approval.

33. All landscaping shall comply with California Model Water Efficient Landscape Ordinance (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495) and/or any applicable State mandated landscape/water related requirements applicable at the time of landscaping installation for the project. To the maximum extent feasible, landscaping plans shall use drought tolerant vegetation for the development.

Air Quality

34. The following Bay Area Air Quality Management District, Basic Construction mitigation measures shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:

a. All exposed non-paved surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered at least two times per day and/or non-toxic soil stabilizers shall be applied to exposed non-paved surfaces.
b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered and/or shall maintain at least 2 feet of freeboard.
c. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
d. All vehicle speeds on unpaved roads shall be limited to 15 mph.
e. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
f. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage regarding idling restrictions shall be provided for construction workers at all access points.
g. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

h. The prime construction contractor shall post a publicly visible sign with the telephone number and person to contact regarding dust complaints. This person shall take corrective action within 48 hours of receipt of the complaint. The Bay Area Air Quality Management District (BAAQMD) phone number shall also be visible to ensure compliance with applicable regulations. A copy of this sign shall be provided to the Community Development Division (CDD). **(MM AIR-1)**

35. The following Mitigation Measure shall be implemented during project construction and shall be included on all construction plans:

a. All off-road equipment equal to or greater than 25 horsepower shall meet either United States Environmental Protection Agency (EPA) or California Air Resources Board (ARB) Tier 4 Final off-road emission standards during all construction activities.

b. Prior to issuance of a grading or building permit, a construction management plan shall be submitted to the CDD for review and approval. The construction management plan shall demonstrate that the off-road equipment used on-site to construct the proposed project would comply with Tier 4 Final off-road emission standards. Off-road equipment descriptions and information included in the construction management plan should include, but is not limited to, equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, and engine serial number47T47T.
(MM AIR-2)

<u>Cultural Resources</u>

The following Cultural Resources mitigation measures shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:

36. All project-related ground disturbance shall be monitored by an archaeologist who meets the Secretary of the Interior's professional qualification standards for archaeology. In the event that significant cultural resources are discovered during construction activities, the applicant/project owner or sponsor shall ensure that operations within a 100-foot radius of the find shall cease and the archaeologist will be consulted to determine whether the resource requires further study. The standard inadvertent discovery clause shall be included on the plans for grading permit(s) as construction notes to inform contractors of this requirement.

Potentially significant cultural resources consist of but are not limited to stone, bone, fossils, wood, or shell artifacts or features, including hearths, structural remains, or historic dumpsites. The archaeologist shall make recommendations to the County concerning appropriate measures, which shall be implemented by the applicant/project owner or sponsor to protect the discovered resources, including but not limited to recordation on appropriate California Department of Parks and Recreation (DPR) forms, evaluation, or excavation of the finds in accordance with CEQA Guidelines, Section 15064.5.
(MM CUL-1)

37. In the event of accidental discovery or recognition of any human remains, CEQA Guidelines Section 15064.5, Health and Safety Code Section 7050.5, and Public Resources Code Sections 5097.94 and 5097.98 shall be followed. If during the course of construction activities there is accidental discovery or recognition of any human remains, the following steps shall be taken:

A. There shall be no further excavation or disturbance within 100 feet of the remains until the County Coroner is contacted to determine if the remains are Native American and if an investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission (NAHC) within 24 hours, and the NAHC shall identify the person or persons it believes to be the Most Likely Descendant (MLD) of the deceased Native American. The MLD may make recommendations to the landowner or the person responsible for the excavation work within 48 hours, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98.

B. Where the following conditions occur, the landowner or his or her authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity either in accordance with the recommendations of the most likely descendant or on the project site in a location not subject to further subsurface disturbance:

- The NAHC is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the commission.
- The descendant identified fails to make a recommendation.

- The landowner or his authorized representative rejects the recommendation of the descendant, and mediation by the NAHC fails to provide measures acceptable to the landowner.

(MM CUL-3)

Geology

38. Prior to submittal of a building or grading permit, the project applicant shall incorporate all recommendations provided in the project-Geotechnical Exploration into project plans, which shall be subject to review and approval by the County Geologist, or designee, prior to permit issuance. The geotechnical recommendations shall be implemented including general earthwork recommendations for site preparation, conditioning of expansive soils, removal of buried structures, removal of fill and disturbed soil, surface and subsurface drainage, biofiltration facilities, foundations, concrete flatwork, retaining walls, spread and pier footings, pavement areas, utility trenches, project review, and construction monitoring. Additionally, these include recommendations related to structural design, foundation design, foundation systems, slabs, moisture barriers, seismic design, walls, footings, slabs and walkways, concrete design, corrosion, pavement design, as well as lot maintenance, and future plan reviews.
(MM GEO-1)

39. The applicant shall retain a qualified Paleontologist to conduct paleontological monitoring during all earth-disturbing construction activities. Should any significant fossils (I.e., bones, teeth, or unusually abundant and well-preserved invertebrates or plants) be unearthed, the construction crew shall not attempt to remove them, as they could be extremely fragile and prone to crumbling, and to ensure their occurrence is properly recorded; instead, all work in the immediate vicinity of the discovery shall be diverted at least 15 feet until a professional paleontologist assesses the find and, if deemed appropriate, salvages it in a timely manner. All recovered fossils shall be deposited in an appropriate repository, such as the University of California Museum of Paleontology (UCMP), where they would be properly curated and made accessible for future study. Prior to issuance of a grading or building permit, evidence shall be provided to CDD that a qualified paleontologist is contracted to implement this mitigation measure.
(MM GEO-2)

Construction Restrictions

The following Construction Restrictions shall be implemented during project construction and shall be stated on the plans for building permit(s) as construction notes:
(MM NOI-1)

40. Unless specifically approved otherwise via prior authorization from the Zoning Administrator, all construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday (Federal)
Lincoln's Birthday (State)
President's Day (State)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Juneteenth National Independence Holiday (Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For specific details on the actual day the State and Federal holidays occur, please visit the following websites:
Federal Holidays: Federal Holidays (opm.gov)
California Holidays: http://www.ftb.ca.gov/aboutftb/holidays.shtml

Transportation of large trucks and heavy equipment is subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.

41. Contractor and/or developer shall comply with the following construction requirements:

A. The construction contractor shall ensure that all equipment driven by internal combustion engines shall be equipped with mufflers, which are in good condition and appropriate for the equipment.
B. The construction contractor shall ensure that unnecessary idling of internal combustion engines (i.e., idling in excess of 5 minutes) is prohibited.
C. The construction contractor shall utilize "quiet" models of air compressors and other stationary noise sources where such market available technology exists.
D. At all times during project grading and construction, the construction contractor shall ensure that stationary noise-generating equipment shall be located as far as practicable from sensitive receptors and placed so that emitted noise is directed away from the nearest residential land uses.
E. The construction contractor shall designate a noise disturbance coordinator who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaints (starting too early, bad muffler, and establish reasonable measures necessary to correct the problem. The construction contractor shall visibly post a telephone number for the disturbance coordinator at the construction site.

Street Names

42. Prior to the recordation of the Final Map, proposed name(s) shall be submitted for review by the Department of Conservation and Development, GIS/Mapping Section. Alternate street names should be submitted. The Final Map cannot be certified by CDD without the approved street names.

Power Lines

43. Where a lot is located within 300 feet of a high voltage electric transmission line, the applicant shall record the following as a deed disclosure:

"The subject property is located near a high voltage electric transmission line. Purchasers should be aware that there is ongoing research on possible potential adverse health effects caused by the exposure to a magnetic field generated by high voltage lines. Although much more research is needed before the question of whether magnetic fields actually cause adverse health effects can be resolved, the

basis for such a hypothesis is established. At this time no risk assessment has been made."

When a Final Subdivision Report issued by the California Department of Real Estate is required, the applicant shall also request that the Department of Real Estate insert the above note in the report.

Will Serve Letters

44. Prior to recordation of the Final Map, a copy of a will-serve letter from East Bay Municipal Utility District shall be submitted to CDD.

45. Prior to recordation of the Final Map, a copy of a will-serve letter from Central Contra Costa Sanitary District shall be submitted to CDD.

Electric Vehicle

46. In accordance with the County's Electric Vehicle (EV) Ordinance, a listed raceway to accommodate a dedicated 208/240-volt branch circuit shall be installed for each new residence.

DEPARTMENT OF CONSERVATION AND DEVELOPMENT, HOUSING AND COMMUNITY IMPROVEMENT (HCI) DIVISION, CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581

47. Inclusionary Housing Ordinance: This project is subject to County Ordinance Code, Chapter 822-4, Inclusionary Housing Ordinance. Terms and definitions regarding the Inclusionary Housing Ordinance are pursuant to this chapter. Pursuant to Section 822-4.402(b) of the County Ordinance Code, a residential development of five or more for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as affordable units. At least twenty percent of the inclusionary units shall be sold at an affordable price to lower-income households. The remaining units shall be sold to moderate-income families at an affordable price.

48. For-Sale Inclusionary Housing and Partial In-Lieu Fee: The applicant, owner, and/or developer (Applicant) is required to construct 1.35 affordable units (9 total base

units x 0.15 of total = 1.35 units) for the project. The Applicant has submitted a revised project proposal that included an Inclusionary Housing Plan and density bonus request dated March 22, 2022, that proposed to construct one for-sale moderate income inclusionary unit (affordable to households with an income up to 120% of Area Median Income) on Lot 4 of the property. The unit on Lot 4 is an approximately 2,533-square-foot single-family detached home consisting of four bedrooms. The one moderate-income unit proposed for compliance with the Inclusionary Housing Ordinance requirements is the same moderate-income unit required for compliance with the Density Bonus request. This unit may be referenced as inclusionary unit, density bonus unit, or both in these conditions. The requirements for the one moderate-income unit must comply with both the Inclusionary Housing Ordinance and State Density Bonus law, and the most restrictive requirements would apply.

The Applicant has proposed to pay a partial in-lieu fee for the fractional 0.35 inclusionary unit, and the County has accepted this proposal. The current calculation of the partial in-lieu fee for the fractional inclusionary unit is $15,444.00. The final calculation of the in-lieu fee will be calculated upon payment. This in-lieu fee is non-refundable and non-transferable. A partial in-lieu fee of $15,444.00 will be paid for the fractional .35 unit (.35 = 26% of the fee total of $59,401. 26% of this fee = $15,444.00)

49. Density Bonus Request: The Applicant submitted a revised project description which included a density bonus request dated March 22, 2022, which proposed constructing ten percent of the total dwelling units of a housing development where all units are offered to the public for purchase. The Applicant proposed constructing one moderate-income unit, constituting eleven percent of the total for-sale units in the development.

50. Density Bonus – Concession or Incentive: Pursuant to Government Code 65915(d), the Applicant may request one project concession or incentive for providing eleven percent (one unit) for moderate-income units of the total units within the for-sale housing development. The Applicant requested the concession to utilize gross acreage to calculate the maximum density allowed for the site instead of using the net acreage as required in the General Plan.

The County accepted the Applicant's request to use gross acreage when calculating the maximum base density allowed on the property and density bonus. This allowed for a maximum base density of nine units instead of eight units, a six percent density bonus (one unit) for ten units in the housing development.

51. Density Bonus – Reduction in Development Standards: Pursuant to Government Code 65915(e), the Applicant proposed a waiver or reduction of the following development standards:

- Lot Area – where the County Ordinance Code requires a minimum parcel size of 20,000 square feet, the proposed lot sizes range from 9,292 to 17,659 square feet.

- Lot Width – where the County Ordinance Code requires a minimum average lot width of 120 feet, the proposed average lot widths range from 66.4 to 138.8 feet.

- Lot Depth – where the County Ordinance Code requires a minimum of 120 feet in depth, the proposed lot depths range from 127.2 to 174.1 feet. The lot depths for all proposed lots comply with the minimum requirement as proposed.

- Housing setbacks - where the County Ordinance Code requires a minimum front yard setback of 25 feet, a minimum side yard of 15 feet, and a minimum aggregate side yard of 35 feet, the proposed front yard setbacks and side yards are per the table under condition of approval #3.

- Retaining Wall Structure Setbacks – where the County Ordinance Code considers all retaining walls over three feet as a structure that must meet all setback requirements, the proposed retaining wall setback is 0 feet on all lots.

52. Inclusionary Housing and Density Bonus Developer Agreement: Prior to recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, the Applicant shall execute an Inclusionary Housing and Density Bonus Housing Agreement (Agreement), form to be provided by the County, with the County pursuant to Chapter 822-4 Inclusionary Housing,

Chapter 822-2 Density Bonus, and Government Code 95915 to ensure that the property will be deed restricted for one unit to be affordable and sold to a moderate income household. The 90-day period allows for the preparation, County approval, and recordation of the Agreement prior to the milestones referenced above.

To initiate the County to prepare and execute an Agreement, the Applicant must file a condition of approval compliance review application accompanied by the appropriate fees, documents, and exhibits listed in the most recent Inclusionary Housing Plan Checklist and/or Density Bonus Plan Checklist. The Agreement must be submitted to the Board of Supervisors before execution by all parties and recordation.

The Agreement will establish the process for determining the unit's maximum sales price, buyer eligibility, and additional program details as referenced in Chapter 822-4, Inclusionary Housing Ordinance, and Government Code 65915.

A detailed timeline for the project, including the project's construction, marketing, the Applicant accepting and reviewing applications from qualified households, and the sale of the inclusionary unit.

53. General: The following are general terms for granting a density bonus and compliance with the Inclusionary Housing Ordinance.

a. The Applicant hereby represents warrants and covenants that will cause the Agreement to be recorded in the real property records of Contra Costa County, California, and other places the County may reasonably request. The Applicant shall pay fees incurred with any such recording. The recording of the Agreement shall occur after the acceptance of the document by the County and before the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first.

b. The one inclusionary unit in the project shall be available for sale to members of the general public who are income eligible. The Applicant shall not give preference to any particular class or group of persons in selling the units, except that the units must be sold to a household with income no higher than 120% of the Area Median Income. There shall be no discrimination against or

segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), age (except for lawful senior housing), ancestry, or disability, in the sale of the unit in the project nor shall the Applicant or any person claiming under or through the Applicant, establish or permit any such practice or practices of discrimination or segregation concerning the selection, location, number, use or occupancy of homeowners of any unit in connection with employment of persons for construction of the project.

c. County will provide the Applicant with income certification forms to be completed by the potential homebuyers. The income levels of all moderate-income household applicants for the inclusionary/density bonus unit shall be pre-certified by the Applicant (or subsequent holder of the Agreement(s)) prior to submittal to the County for review and approval.

d. Upon violating any of the Agreement's provisions by the Applicant, the County may give written notice to the Applicant specifying the nature of the breach. If the violation is not corrected to the satisfaction of the County within a reasonable period, not longer than thirty (30) days after the date the notice is deemed received, or within such further time as the County determines is necessary to correct the violation, the County may declare a default under the Agreement. Upon declaration of a default or if the County determines that the Applicant has made any misrepresentation in connection with receiving any benefits under this Agreement, the County may apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

54. Term of Affordability: The inclusionary unit shall be deed-restricted so that if the home is sold within forty-five (45) years, it must be sold at an affordable sales price to a moderate-income household. The inclusionary unit shall be deed-restricted upon sale to ensure the continued affordability of this unit for the required term of affordability in accordance with Government Code 65915.

55. Development Standards: The inclusionary unit must be constructed and finished in compliance with the approved Inclusionary Housing Plan. The unit is subject to the standards of Section 822.4.412 of the County Ordinance.

a. The inclusionary unit must be constructed and occupied before or concurrently with the market rate units within the same residential development. A hold will

be placed on the final inspection/occupancy for all building permits issued within the subdivision to ensure that the inclusionary/density bonus unit meets this requirement.

b. The average number of bedrooms for the inclusionary unit must be equivalent to the average number of bedrooms for market-rate units within the same residential development.

56. Marketing and Homebuyer Selection: It is anticipated that the Applicant will construct all project units and market them before construction completion. The Applicant shall submit documentation and other information to the County for review and approval at least 90 days prior to construction completion and prior to the Applicant's request for a final building inspection and final occupancy of the building. The documentation and information required for review and approval are listed in the most recent Inclusionary Housing Plan Checklist or Density Bonus Plan Checklist and include, but are not limited to, the following:

a. Marketing Plan
b. Homebuyer Selection Plan. The homebuyer selection plan should include a provision for a lottery process for the inclusionary/density bonus unit.
c. Marketing Materials, including translated Marketing Materials in Spanish and Chinese.

In addition to other marketing efforts proposed by the Applicant in the marketing plan, the inclusionary unit shall be marketed through local, non-profit, social service, faith-based, and other organizations with potential buyers as clients or constituents. Marketing materials shall be made available online for at least one month before the first sale and shared with County Housing staff to promote to its mailing lists. The Applicant shall translate marketing materials, and the marketing plan shall be submitted to the Department of Conservation and Development before marketing the inclusionary housing unit.

Marketing may also include publicity through local television and radio stations as well as local newspapers, including the Contra Costa Times, Classified Flea Market, El Mensajero, La Opinion, Thoi Bao Magazine, Berkeley/Richmond/San Francisco Posts, Korea Times, El Mundo, Hankook Il Bo, and the Sing Tao Daily.

57. Marketing and Homebuyer Selection: The developer shall refer all qualified homebuyers to a HUD Homebuyer Counselor prior to the sale of the inclusionary unit.

58. For-Sale Inclusionary/Density Bonus Unit Restrictions: The initial sale of a for-sale inclusionary unit shall occur only to a household that meets the following criteria:

a. The household has not owned a residence within the previous three years; and

b. The household has no more than two hundred fifty thousand dollars in assets. The amount excludes assets reserved for a down payment and closing costs, assets in retirement savings accounts, and medical savings accounts.

c. The purchaser of the for-sale inclusionary/density bonus unit must agree to occupy the dwelling unit as their principal residence.

d. The term of affordability for the inclusionary/density bonus unit is 45 years.

The for-sale inclusionary unit may be resold after the initial sale to a moderate-income purchaser at a moderate-income sales price.

If a moderate-income purchaser cannot be found after diligently marketing the unit widely and after a period determined by DCD, the unit may be sold to an above-moderate-income purchaser at a market price, provided that the sale results in a recapture by the County of financial interest in the unit equal to the sum of:

The difference between the initial affordable sales price and the appraised market value of the unit at the time of the initial sale; and

The County's proportionate share of any appreciation since the time of the initial sale. Appreciation is the difference between the resale price to the above-moderate-income purchaser and the appraised market value at the initial sale. The County's proportionate share of appreciation is equal to the percentage by which the initial affordable sales price was less than the appraised market value at the time of the initial sale.

59. Prequalification of Homebuyers and Compliance Review: The Applicant is responsible for marketing and prequalifying potential homebuyers for income qualification. The Applicant shall submit for DCD's review and prequalification prior to the initial sale of the inclusionary/density bonus unit, and the Applicant shall submit to the Department of Conservation and Development for review and approval, all forms, and documentation demonstrating that the buyer of the unit is

qualified as a moderate-income household. A hold shall be placed on the final inspection/ occupancy of all building permits associated with the construction of the residences in the project until documentation has been deemed adequate by the Department of Conservation and Development.

To initiate this prequalification review, the applicant must file a COA Compliance Review Application if there is no open compliance review application for this project.

60. Prequalification of Homebuyers and Compliance Review: The Applicant is responsible for keeping the Department of Conservation and Development informed of the contact information of the owner or designee responsible for maintenance and compliance with this permit and how they may be contacted (i.e., mailing addresses, email addresses, and telephone numbers) at all times.

a. Prior to the recordation of the Final Map, Parcel Map, or CDD stamp-approval of plans for issuance of building permits or grading permits for any portion of the residential development, whichever comes first, and with filing a condition of approval compliance review, the Applicant shall provide the name of the contact representing the property owner for permit compliance and their contact information.

b. Should the contact subsequently change (e.g., new designee or owner), within 30 days of the change, the Applicant shall issue a letter to the Department of Conservation and Development with the name of the new party who has been assigned permit compliance responsibility and their contact information. Failure to satisfy this condition may result in the commencement of procedures to revoke the permit.

PUBLIC WORKS CONDITIONS OF APPROVAL FOR COUNTY FILE #CDSD21-09581

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exceptions must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan/(vesting) tentative map submitted to the Department of Conservation and Development on September 2, 2021.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO FILING OF THE FINAL MAP.

General Requirements

61. In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the vesting tentative map received by the Department of Conservation and Development, Community Development Division, on June 27, 2022.

62. Applicant shall submit improvement plans prepared by a registered civil engineer to the Public Works Department and pay appropriate fees in accordance with the County Ordinance and these conditions of approval. The below conditions of approval are subject to the review and approval of the Public Works Department.

Roadway Improvements (Walnut Boulevard)

63. Applicant shall construct curb, 5-foot sidewalk, necessary longitudinal and transverse drainage, street lighting, and pavement widening and transitions along the frontage of Walnut Boulevard. Applicant shall construct face of curb 10 feet from the widened right of way line.

64. Applicant shall construct a street type connection with 20-foot radii curb returns in lieu of standard driveway depressions at intersection of Walnut Boulevard and Private Street A.

Road Dedications

65. Property owner(s) shall convey to the County, by Offer of Dedication, 7 feet of right-of-way for the planned future width of 64 feet along the Walnut Boulevard frontage.

Access to Adjoining Property

66. Proof of Access: Applicant shall furnish proof to the Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.

Encroachment Permit

67. Applicant shall obtain an encroachment permit from the Public Works Department, if necessary, for construction of driveways or other improvements within the right-of-way of Walnut Boulevard.

68. Applicant shall obtain an encroachment or other applicable permits from the City of Walnut Creek, if necessary, for construction of off-site utilities our improvements within the corporate limits of the City of Walnut Creek.

Abutter's Rights

69. Applicant shall relinquish abutter's rights of access along Walnut Boulevard frontage with the exception of the proposed private road intersection.

Sight Distance

70. Applicant shall provide sight distance at the private road intersection with Walnut Blvd. for a design speed of 30 miles per hour.

Private Roads

71. Applicant shall construct an on-site roadway system to current County private road standards with a travel width of 28 feet, and a 5-foot sidewalk monolithic to the curb. These improvements shall be located within a minimum 35-foot private access and utility easement. Additional easement width may be necessary to accommodate utility boxes, vaults, etc.

Parking

72. Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of the Public Works Department.

Countywide Street Lights Financing

73. Property owner(s) shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a streetlight service area does not include the transfer of ownership and maintenance of street lighting on private roads.

Utilities/Undergrounding

74. Applicant shall underground all new and existing utility distribution facilities, including those along the frontage of Walnut Boulevard Applicant shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

Exceptions (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the utility undergrounding requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code. This exception is specific to the Walnut Boulevard frontage and does not preclude relocation of exiting overhead utilities in conflict with required street improvements. because of the several parcels involved and the nature of the area.

Maintenance of Facilities

75. The maintenance obligation of all common and open space areas, private roadways, any private streetlights, public and private landscaped areas, perimeter walls/fences,

and on-site drainage facilities shall be included in the covenants, conditions, and restrictions (CC&Rs). The language shall be submitted for the review and approval of the Zoning Administrator and Public Works Department at least 60 days prior to filing of the Final Map.

Drainage Improvements

76. Collect and Convey: Applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage facility, to a natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to a natural watercourse, in accordance with Division 914 of the Ordinance Code. Applicant shall verify the adequacy at any downstream drainage facility accepting stormwater from this project prior to discharging runoff. If the downstream system(s) is inadequate to handle the existing and project condition for the required design storm event, applicant shall construct improvements to make the system adequate. Applicant shall obtain access rights to make any necessary improvements to off-site facilities.

Exceptions (Subject to Advisory Agency findings and approval)
Applicant is granted an exception from the utility undergrounding requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code.

77. Detention Basin: The proposed joint use of the drainage basin for both stormwater management, and peak runoff rate reduction will be allowed provided the stormwater management aspects of the basin are not included in the storage volume accounting relative to detention basin routing.

Exceptions (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the public entity maintenance requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code. The maintenance obligation relative to the detention/stormwater management basin will be satisfied in the CC&Rs and Stormwater Maintenance Operation and Maintenance Agreement and Plan.

Miscellaneous Drainage Requirements

78. Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

79. Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

80. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over any proposed storm drain line that serves or traverses more than one lot or parcel.

National Pollutant Discharge Elimination System (NPDES)

81. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II).

Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of stormwater pollutants. The project design shall incorporate wherever feasible, the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's stormwater drainage:

- Minimize the amount of directly connected impervious surface area.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention area) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES permit.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention area) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES Permit.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Offer pavers for household driveways and/or walkways as an option to buyers.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.
- Shared trash bins shall be sealed to prevent leakage, OR, shall be located within a covered enclosure.
- Other alternatives comparable to the above as approved by Public Works.

Stormwater Management and Discharge Control Ordinance

82. The applicant shall submit a final Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to filing of the Final Map. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

83. Improvement plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).

84. Stormwater management facilities shall be subject to inspection by the Public Works Department; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.

85. Prior to filing of the Final Map, the property owner(s) shall enter into a Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to the operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities.

86. Prior to filing of the Final Map, the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.

87. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.

Drainage Area Fee Ordinance

88. Applicant shall comply with the drainage fee requirements for Drainage Area 8 as adopted by the Board of Supervisors prior to initiation of the use requested with this application. This fee shall be paid prior to filing of the Final Map.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS, OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

   Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations, or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

B. This project is subject to the development fees in effect under County Ordinance as July 27, 2022, the date the vesting tentative map application was accepted as complete by the Department of Conservation and Development. These fees are in addition to any other development fees, which may be specified in the conditions of approval.

C. Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Martinez Area of Benefit as adopted by the Board of Supervisors. Payment is required prior to issuance of a building permit.

D. Although the Stormwater Control Plan has been determined to be preliminarily complete, it remains subject to future revision, as necessary, during preparation of improvement plans in order to bring it into full compliance with C.3 stormwater requirements. Failure to update the SWCP to match any revisions made in the improvement plans may result in a substantial change to the County approval, and the project may be subject to additional public hearings. Revisions to California Environmental Quality Act (CEQA) documents may also be required. This may significantly increase the time and applicant's costs associated with approval of the application.

E. The applicant shall comply with the requirements of the following agencies:
   - Contra Costa County Public Works Department
   - Department of Fish and Wildlife
   - Army Corps of Engineers
   - Contra Costa County, Department of Conservation and Development, Building and Grading Inspection Divisions
   - Contra Costa County Fire Protection District
   - Central Contra Costa Sanitary District
   - East Bay Municipal Utility District

EXHIBIT D-1

Form of Resale Restriction

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT
(Contra Costa County Inclusionary Housing/Density Bonus Program)

Owner:
<<OWNER NAME>>

Address of Home:
<<ADDRESS>>

Initial Purchase Price Paid for Home by Owner:
<<INITIAL PURCHASE PRICE>>

Initial Appraised Value:
<<INITIAL APPRAISED VALUE>>

This Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction") is entered into as of this _____ day of _____, 20_____ by and between the County of Contra Costa, a political subdivision of the State of California (the "County") and_____ ("Owner").

RECITALS

A. The County is charged with the responsibility for improving, increasing, and maintaining the stock of affordable housing in unincorporated Contra Costa County. The County administers an Inclusionary Housing/Density Bonus Program (the "Program") pursuant to Chapters 822-2 and 822-4 of the Contra Costa County Ordinance Code (the "Ordinance") to provide housing opportunities for households with moderate, low, or very low incomes to purchase homes at prices below market rates prevailing in the community. The intent of the County is to preserve and increase the number and availability of affordable homes in the Program. Under the Ordinance and Program, a below market rate unit is to remain affordable to households of lower or moderate incomes.

B. Owner intends to purchase an Inclusionary Housing Unit, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Home").

C. Owner has agreed to execute and comply with this Resale Restriction as a condition to the purchase of the Home at a price which is below the fair market value of the Home.

D. The purpose of this Resale Restriction is to place resale controls on the Home, require the payment of any excess proceeds of sale to the County, and ensure the Home remains affordable pursuant to the Program. In consideration of the economic benefits to the Owner resulting from the purchase of the Home at a below market price under the County's Inclusionary Housing/Density Bonus Program, the Resale Restriction allows the County to recapture a financial interest in the Home upon the sale of the Home to a purchaser that purchases the unit at a market price.

E. Owner is receiving the following purchase money loans:

Name of Lender: <<NAME OF LENDER>>
Amount: <<AMOUNT OF LOAN>>
Date Deed of Trust Recorded: <<DATE DOT RECORDED>>

All purchase money loans are, collectively, the "First Lender Loan." All lenders of purchase money loans are, collectively, the "First Lender." The First Lender Loan is secured by <<NUMBER>> deed(s) of trust executed by the Owner in favor of the First Lender and recorded in Contra Costa County concurrently with this Resale Restriction (collectively, the "First Lender Deed of Trust").

F. This Resale Restriction is accompanied by a promissory note from the Owner to the County (the "Promissory Note") pursuant to which the Owner agrees to pay any excess proceeds of sale to the County. This Resale Restriction and the Promissory Note shall be secured by a deed of trust on the Home (the "County Deed of Trust"). This Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust.

The parties therefore agree as follows:

AGREEMENT

1. Exhibits. The following exhibits are attached to this Resale Restriction:

Exhibit A: Legal Description of the Home
Exhibit B: Form of Owner's Notice of Intent to Transfer
Exhibit C: Form of County Response Notice
Exhibit D: Form of Owner and Proposed Purchaser Certification of Sale
Exhibit E: Form of Owner Request to Refinance Notice

2. Description of Property.

a. This Agreement concerns the real property commonly known as <<ADDRESS>>, which is more fully described in Exhibit A attached hereto and incorporated in this Resale Restriction by reference (the "Home").

b. Initial Purchase Price. The initial purchase price paid by Owner for the Home (the "Initial Purchase Price") shall be inserted on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds, the Proportionate Share, and the Recapture Amount as set forth in this Resale Restriction.

c. Initial Appraised Value. Upon and in connection with the close of escrow of the initial purchase of the Home by Owner, the Owner shall obtain an appraisal to determine the appraised market value of the Home at the time of the initial purchase (the "Initial Appraised Value"). The Initial Appraised Value shall be determined by a third-party appraiser who regularly appraises residential real estate in Contra Costa County for institutional lenders. The Initial Appraised Value shall be inserted in the space on page 1 of this Resale Restriction and shall be used to determine the Excess Sales Proceeds and Proportionate Share of any Appreciation as set forth in this Resale Restriction. Nothing in this Section shall preclude the Owner and the County from establishing an Initial Appraised Value of the Home by mutual agreement in lieu of an appraisal pursuant to this Section.

3. Owner Certifications and Occupancy Requirement.

a. Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

b. Owner agrees to occupy the Home as Owner's principal place of residence for a period of not less than three (3) consecutive years, unless an emergency requires the earlier sale of the Home. Owner shall be considered as occupying the Home if the Owner occupies the Home within 30 days after execution of this Resale Restriction and occupies the Home as a full-time primary residence. Owner will fully cooperate with the County in promptly providing all information requested by the County to assist the County in monitoring Owner's compliance with this Resale Restriction. Owner shall not lease, sell or other transfer or convey the Home to any other party except in accordance with this Resale Restriction.

4. Leasing of Home.

a. Owner shall not lease the Home to another party, unless the Owner has a hardship and such lease is first approved in writing, in its sole discretion, by the County. In the event the County provides written approval to Owner for the lease of the Home to another party, Owner shall provide a copy of the executed lease to the County prior to occupancy of the lessee and the rent of the Home shall not exceed the lesser of: (i) thirty percent (30%) of the income of the tenant household that is renting the Home, or (ii) Owner's monthly cost of principal and interest on the First Lender Loan, and property insurance, property taxes, and homeowners association dues, if any, associated with the Home (the lesser rent is the "Affordable Rent").

b. Any lease of the Home in violation of this Resale Restriction is prohibited and shall be a Default under this Resale Restriction and the County Deed of Trust. Owner further agrees that, in the event Owner leases the Home to a third party in violation of this Section 4, any excess rents ("Excess Rents") paid to Owner by the lessee over the Affordable Rent shall be due and payable to the County immediately upon receipt thereof by Owner. Any Excess Rents shall be considered a recourse debt of Owner to the County, which the County may collect by legal action against Owner and/or by foreclosure under the County Deed of Trust.

5. Maintenance, Insurance, and Tax Requirements.

a. Owner shall maintain the Home, including landscaping, in good repair and in a neat, clean, and orderly condition and will not commit waste or permit deterioration of the Home.

b. Owner shall maintain a standard all-risk property insurance policy equal to the replacement value of the Home, naming the County as an additional insured. Additional insurance requirements are set forth in the County Deed of Trust.

c. Owner shall continuously claim a homeowner's exemption for property taxes of the Home with the Contra Costa County Assessor's Office. Failure to claim the homeowner's exemption shall be a Default under this Resale Restriction and the County Deed of Trust.

6. Restrictions on Resale and Transfer of the Home.

a. Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement. "Transfer" means any sale, assignment, or other conveyance, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest (unless approved pursuant to Section 4 of this Resale Restriction), or an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, or a deed of trust. Transfers of the Home shall only be permitted if completed in compliance with this Resale Restriction. Any voluntary Transfers must be made in good faith at fair market value in cash. Any Transfer without satisfaction of the provisions of this Agreement is prohibited and shall constitute a Default for which the County may exercise its remedies available, including foreclosure of the County Deed of Trust.

b. Permitted Transfers. Notwithstanding Section 6.a and subject to the provisions of Section 6.c below, the following shall not be considered a Transfer for the purposes of this Resale Restriction, but all such transferees shall continue to be bound by the requirements of this Resale Restriction: (i) transfers by devise or inheritance to an existing spouse, Domestic Partner, child, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage or (ii) refinance of the First Lender Loan in accordance with Section 17 of this Resale Restriction, provided, however, that Owner shall provide written notice of all such transfers to the County pursuant to Section 6.d, and all owners of the Home shall continue to occupy the Home as his or her principal place of residence. For purposes of this Section 6, "Domestic Partners" shall mean two unmarried people, at least 18 years of age, (i) who have lived together

continuously for at least one year and who are jointly responsible for basic living expenses incurred during their domestic partnership or (ii) who have registered as domestic partners with the State of California. Domestic Partners may not be persons related to each other by blood or adoption such that their marriage would be barred in the state of California. For purposes of this section, an individual shall be considered a Domestic Partner of Owner upon presentation of an affidavit, proof of registration, or other acceptable evidence by Owner to the County.

c. Inheritance. In the event a Transfer occurs, or a person receives the Home by devise, inheritance, or operation of law due to death of Owner, the following procedures shall apply:

i. The person inheriting the Home (the "Inheriting Owner") shall succeed to the Owner's interest and obligations under this Resale Restriction, the Promissory Note, and the County Deed of Trust. The Inheriting Owner shall promptly execute and deliver any new documents that may be required or requested to evidence the foregoing, and such documents and a new or amended County Deed of Trust shall be recorded against the Home, and the Inheriting Owner shall execute and deliver a new or amended Promissory Note. The Inheriting Owner shall assume the obligations under this Resale Restriction and shall comply with the requirements of this Resale Restriction and the County Deed of Trust. The Inheriting Owner shall not be required to occupy the Home but shall not rent the Home except as provided in Section 4.

ii. Failure of an Inheriting Owner to follow the procedures and file the notices described in this Section 6 shall constitute a Default under this Resale Restriction.

d. Notice of Permitted Transfer. Owner shall provide notice to the County of any transfers described in Sections 6.b of this Resale Restriction no later than 30 days before the voluntary sale, assignment, or other transfer occurs. Where the transfer is by devise, inheritance, or operation of law after death of Owner, the administrator of Owner's estate or the Inheriting Owner shall provide written notice to the County of Owner's death within 90 days of the date of death and prior to any other Transfer or lease of the Home.

7. Notice of Intended Transfer.

a. In the event Owner intends to Transfer or vacate the Home, Owner shall give the County written notice of such intent (the "Owner's Notice of Intent to Transfer") not less than 30 days prior to listing of the Home for sale on any Multiple Listing Service or otherwise offering the Home for sale or accepting any offer to purchase the Home. The Owner’s Notice of Intent to Transfer shall be in the form shown in Exhibit B attached to this Resale Restriction. The Owner's Notice of Intent to Transfer shall be sent to the County by certified mail, return receipt requested. The Owner's Notice of Intent to Transfer shall include the information necessary for the County to determine the Recapture Amount of the Home, including all the following information:

i. The address of the Home.

ii. The date of purchase of the Home by Owner.

iii. The number of bedrooms in the Home.

iv. A copy of the HUD-1 Settlement Statement or equivalent document from the close of escrow on the Owner's purchase of the Home.

v. The date on which Owner intends to vacate the Home.

vi. The date on which Owner intends to place the Home on the market.

vii. The name and phone number of the person to contact to schedule inspection of the Home by the County.

b. Following delivery to the County of the Owner's Notice of Intent to Transfer, Owner shall prepare the Home for sale by doing all of the following:

i. Within 30 days of delivery of the Owner's Notice of Intent to Transfer, Owner shall obtain and deliver to the County a current written report of inspection of the Home by a licensed structural pest control operator.

ii. Within 30 days of the date of the Owner's Notice of Intent to Transfer, Owner shall allow the County, or its designee, to inspect the Home to determine its physical condition, and, if requested by the County, following such inspection, Owner shall obtain and deliver to the County a home inspection report prepared by a licensed home inspector no later than 10 days following the County's request.

iii. If the Home is vacant, Owner shall maintain the Home, including the exterior landscaping, in good condition and shall maintain utility connections until the close of escrow on the Transfer.

8. Sale of Home by Owner. No sooner than 30 days after delivery to the County of the Owner's Notice of Intent to Transfer, Owner may proceed to sell the Home, pursuant to the procedure set forth in this Section 8.

a. County Response Notice. Within 30 days after receiving the Owner's Notice of Intent to Transfer, the County will deliver to Owner the County Response Notice in the form of Exhibit C that sets forth the Excess Sales Proceeds and the Proportionate Share for purposes of calculating the Recapture Amount due to County.

b. Disclosure and Submittals. Owner and the proposed purchaser of the Home (the "Proposed Purchaser") shall provide the following information and documents to the County in connection with a Transfer:

i. The name and address of the Proposed Purchaser.

ii. The final sales contract and all other related documents which shall set

forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement. Said documents shall include at least the following terms: (a) the sales price; and (b) the price to be paid by the Proposed Purchaser for Owner's personal property, if any, for the services of Owner, if any, and any credits, allowances, or other consideration, if any.

iii. A written certification, from Owner and the Proposed Purchaser in the form of Exhibit D ("Owner and Proposed Purchaser Certification of Sale") that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County. The written certification shall also include a provision that, in the event a Transfer is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. In any event, any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of this Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of this Resale Restriction.

iv. A copy of the appraisal for the Home.

v. Upon the close of the proposed sale, a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

9. Payment to County of Recapture Amount.

a. If Owner Transfers the Home or if Owner makes a Transfer in violation of this Resale Restriction, Owner shall pay the "Recapture Amount" calculated as the amount equal to the Excess Sales Proceeds plus the Proportionate Share of any Appreciation (each defined below) to the County in accordance with Section 822-4.410(b)(3) of the Ordinance pursuant to this Section 9.

b. For purposes of this Resale Restriction, "Excess Sales Proceeds" shall mean the amount by which the Initial Appraised Market Value exceeds the Initial Purchase Price; "Proportionate Share" shall mean the amount equal to the percentage by which the Initial Purchase Price was less than then the Initial Appraised Market Value; and "Appreciation" shall mean the difference in the sales price and the Initial Appraised Market Value. The following are provided for example only:

i. If the Initial Purchase Price was $800,000, the Initial Appraised Market Value was $900,000, and the sales price is $1,000,000; the Excess Sales Proceeds will be

$100,000 (calculated as $900,000 - $800,000); the Proportionate Share will be 11.11% (calculated as $100,000/$900,000 = 11.11%); the Appreciation will be $100,000 (calculated as $1,000,000 - $900,000 = $100,000) and the Proportionate Share of the Appreciation will be $11,111 (calculated as 11.11% x $100,000); therefore Owner will owe the County a total Recapture Amount of $111,111 (calculated as $100,0000 in Excess Sales Proceeds, plus $11,111 in the Proportionate Share of Appreciation).

ii. If the Initial Purchase Price was $925,000, the Initial Appraised Market Value was $975,000, and the sales price is $1,050,000; the Excess Sales Proceeds will be $50,000 (calculated as $975,000 - $925,000); the Proportionate Share will be 5.13% (calculated as $50,000/$975,000 = 5.13%); the Appreciation will be $75,000 (calculated as $1,050,000 - $975,000 = $75,000) and the Proportionate Share of the Appreciation will be $3,847.50 (calculated as 5.13% x $75,000); therefore Owner will owe the County a total Recapture Amount of $53,847.50 (calculated as $50,000 in Excess Sales Proceeds, plus $3,847.50 in the Proportionate Share of Appreciation).

c. The amount of any Recapture Amount shall be a debt of Owner to the County, evidenced by this Resale Restriction and the Promissory Note, secured by the County Deed of Trust. The County shall reconvey the liens of this Resale Restriction and the County Deed of Trust, provided that Owner pays the Recapture Amount to the County in accordance with this Resale Restriction. Owner acknowledges that the County shall have no obligation to cause reconveyance of this Resale Restriction or of the County Deed of Trust until the full Recapture Amount is paid to the County.

d. The Recapture Amount shall be paid in cash or other immediately available funds through the escrow in connection with the closing of any Transfer.

10. Defaults.

a. Each of following events shall constitute a "Default" by Owner under this Resale Restriction:

i. The County determines that Owner has made a misrepresentation to obtain the benefits of purchase of the Home or in connection with its obligations under this Resale Restriction.

ii. Owner fails to owner occupy the Home, as required pursuant to Section 3.

iii. Owner rents or leases the Home, not in compliance with Section 4.

iv. Owner fails to claim a homeowner's exemption for property taxes, as required pursuant to this Resale Restriction.

v. Owner Transfers, or attempts to Transfer, the Home in violation of this Resale Restriction.

vi. Owner fails to provide information to the County necessary to determine Owner's compliance with the requirements of this Resale Restriction.

vii. Judicial foreclosure proceedings are commenced regarding the Home.

viii. A notice of default is issued under any financing secured by the Home, or the County receives any other notice of default pursuant to Civil Code Section 2924b, or Owner is in default on any other financing secured by the Home.

ix. Owner executes any deed in lieu of foreclosure transferring ownership of the Home.

x. A lien is recorded against the Home other than the lien of the First Lender Loan or a junior mortgage loan or equity line of credit approved by the County pursuant to Section 17.

xi. Owner otherwise fails to comply with the requirements of this Resale Restriction, the Promissory Note, or the County Deed of Trust.

b. Upon a declaration of Default by the County under this Resale Restriction, the County may exercise any remedies at law or in equity, including, without limitation, any or all of the following, none of which shall be an exclusive remedy:

i. Declare all sums due under the Promissory Note immediately due and payable without further demand.

ii. Declare a default under the Promissory Note.

iii. Invoke the power of sale under the County Deed of Trust.

iv. Apply to a court of competent jurisdiction for such relief at law or in equity as may be appropriate.

v. Take such enforcement action as is authorized under the Contra Costa County Ordinance Code.

vi. Declare a Default under the Promissory Note and County Deed of Trust and pursue all County remedies under the County Deed of Trust.

c. The County shall notify the First Lender if the County has declared a Default under this Resale Restriction or under the Promissory Note or the County Deed of Trust.

d. The Owner shall cause the requests for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

11. Nonliability of the County.

a. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

b. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Resale Restriction or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

12. Restrictions on Foreclosure Proceeds. If a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the Initial Purchase Price. Owner shall instruct the holder of such excess proceeds to pay such proceeds to the County in accordance with Section 9 (in addition to any other amounts due the County from Owner pursuant to this Resale Restriction), in consideration of the benefits received by Owner through purchase of the Home at a price below fair market value.

13. Restriction on Insurance, Condemnation, and Asset Proceeds. If the Home is damaged or destroyed and Owner elects not to rebuild or repair the Home, in the event of condemnation, or in the event of distribution of assets resulting from the termination of a condominium wherein the Home is located, if the proceeds thereof are distributed to Owner, Owner shall pay the County the portion of any such proceeds which is in excess of the Initial Purchase Price calculated pursuant to Section 9.

14. Term of Agreement. All the provisions of this Resale Restriction, including the benefits and burdens, run with the Home and this Resale Restriction shall bind, and the benefit hereof shall inure to, Owner; Owner's heirs, legal representatives, executors, successors in interest, and assigns; and to the County and its successors, until the date of Transfer of the Home in compliance with this Resale Restriction and payment of the entire Recapture Amount due under the Promissory Note (the "Term"), upon which the County shall reconvey its interest in this Resale Restriction and the Deed of Trust.

15. Superiority of Agreement. Owner covenants that Owner has not, and will not, execute

any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Resale Restriction is controlling as to the rights and obligations between and among Owner, the County and their respective successors.

16. Subordination. Notwithstanding any other provision hereof, the provisions of this Resale Restriction and the County Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall be forever terminated and shall have no further effect as to the Home or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure, this Resale Restriction and the County Deed of Trust shall automatically terminate upon such acquisition of title, only if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period and (ii) the County or its designee has not cured the default within the 60-day cure period.

17. Refinance of First Lender Loan; Subordinate Loans,

a. County Consent Required. Owner covenants and agrees not to place any additional mortgage or deed of trust, including any line of credit, on the Home without obtaining prior written consent of the County. In the event Owner desires to refinance the First Lender Loan or borrow a mortgage loan or equity line of credit junior in lien priority to this Resale Restriction, Owner shall submit to the County the Owner Request to Refinance Notice attached as Exhibit E to this Resale Restriction.

b. Permitted Encumbrance Amount. The "Permitted Encumbrance Amount" may not exceed ninety-five percent (95%) of the fair market value of the Home as of the date of the proposed refinancing by Owner.

c. Refinance of First Lender Loan. The County will permit a prepayment and refinance of the First Lender Loan and will agree to subordinate this Resale Restriction and the County Deed of Trust to the refinanced First Lender Loan provided all of the following:

i. Following the refinance, the principal amount of all debt secured by the Home does not exceed the Permitted Encumbrance Amount.

ii. The refinanced First Lender Loan is a fully amortized fixed rate loan, has a 15-year or 30-year term, is fully documented, requires no balloon payments, and carries a rate of interest no higher than the original First Lender Loan.

iii. The refinanced First Lender Loan lowers the interest rate or reduces the term of the First Lender Loan.

iv. At the time of refinance of the First Lender Loan, Owner's total monthly housing cost does not exceed one-twelfth ($1/12^{th}$) of thirty-five percent (35%) of Owner's household monthly gross income.

d. Junior Loans and Equity Lines of Credit. After the initial sale of the Home to Owner, mortgage loans or equity lines of credit junior in lien priority to this Resale Restriction and the County Deed of Trust are not permitted. However, the County may approve a junior mortgage that is not an equity line of credit if Owner is not in Default under or otherwise in violation of this Resale Restriction. The County shall only approve junior mortgage loans after the initial sale of the Home to Owner if such loans will not cause the total of all debt secured by the Home to exceed the Permitted Encumbrance Amount. The County will not approve any mortgage loan which includes negative amortization, or a mortgage loan with interest only payments or balloon payments.

e. Request for Notice of Default. As a condition for subordination of the County Deed of Trust, Owner shall cause a request for notice of default and notice of sale regarding the refinanced First Lender Loan to be recorded in the Office of the Recorder of Contra Costa County for the benefit of the County.

f. Purpose of Restrictions. The County and Owner agree that the requirements of this Section 17 are necessary to ensure the continued affordability of the Home to Owner and to minimize the risk of loss of the Home by Owner through default and foreclosure of mortgage loans. Owner further acknowledges that violation of the provisions of this Section 17 shall constitute a Default under this Resale Restriction.

18. Nondiscrimination. Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Home, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

19. Invalid Provisions. If any one or more of the provisions contained in this Resale Restriction shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Resale Restriction, and this Resale Restriction shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Controlling Law. The terms of this Resale Restriction shall be interpreted under the laws of the State of California. The venue for any legal action pertaining to this Resale Restriction shall be Contra Costa County, California.

21. No Waiver. No delay or omission in the exercise of any right or remedy of County upon any default by Owner shall impair such right or remedy or be construed as a waiver. The County's failure to insist in any one or more instances upon the strict observance of the terms of

this Resale Restriction shall not be considered a waiver of the County's right thereafter to enforce the provisions of the Resale Restriction. The County shall not waive its rights to enforce any provision of this Agreement unless it does so in writing, signed by an authorized agent of the County.

22. Notices. All notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt, as follows:

To Owner:

<<OWNER NAME>>
<<OWNER NAME2>>
<<ADDRESS>>

To the County:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

To the First Lender:

<<FIRST LENDER>>
<<ADDRESS>>

The parties may subsequently change addresses by providing written notice of the change in address to the other parties.

23. Interpretation of Agreement. The terms of this Resale Restriction shall be interpreted to avoid speculation on the Home and to ensure, to the extent possible, that its sales price and mortgage payment remain affordable to persons and families of lower and moderate income.

24. Exhibits. Any exhibits referred to in this Resale Restriction are incorporated in this Resale Restriction by such reference.

25. Covenants Running With the Land.

a. Owner hereby subjects the Home to the covenants and restrictions set forth in this Resale Restriction. Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding

upon all parties having any interest in the Home throughout the Term of this Resale Restriction. Each and every contract, deed, lease, or other instrument covering, conveying, or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered, and accepted subject to this Resale Restriction, regardless of whether the other party or parties to such contract have actual knowledge of this Resale Restriction.

b. Owner and the County hereby declare their understanding and intent that: (i) the covenants and restrictions contained in this Resale Restriction shall be construed as covenants running with the land pursuant to California Civil Code Section 1468 and not as conditions which might result in forfeiture of title by Owner; (ii) the burden of the covenants and restrictions set forth in this Resale Restriction touch and concern the Home in that Owner's legal interest in the Home may be rendered less valuable thereby; and (iii) the benefit of the covenants and restrictions set forth in this Resale Restriction touch and concern the land by enhancing and increasing the enjoyment and use of the Home by Owner, the intended beneficiaries of such covenants and restrictions.

c. All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the County and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the County is an owner of any land or interest therein to which such covenants and restrictions relate.

26. Owner's Acknowledgement of Resale Restriction. Owner hereby acknowledges and agrees that:

a. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Resale Restriction did not exist.

b. Absent the provisions of this Resale Restriction, the Home could not be made available to Owner.

c. Owner understands all of the provisions of this Resale Restriction. In recognition of the acknowledgments and agreements stated in this Section 26, Owner accepts and agrees to the provisions of this Resale Restriction with the understanding that this Resale Restriction will remain in full force and effect as to the Home throughout the Term of this Resale Restriction.

d. OWNER UNDERSTANDS THAT THE DETERMINATION OF THE FULL AMOUNT OF THE RECAPTURE AMOUNT CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME, WHICH CANNOT BE ACCURATELY PREDICTED, AND THAT THE SALES PRICE MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE PROPERTY THE PRIMARY OBJECTIVE OF THE COUNTY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO MODERATE,

LOWER, AND VERY LOW INCOME HOUSEHOLDS AT AFFORDABLE HOUSING COST.

_____ _____
[initialed by Owner(s)]

IN WITNESS WHEREOF, the parties have executed this Resale Restriction on or as of the date first written above.

COUNTY:

County of Contra Costa

By: _____
Name: _____
Its: _____

OWNER:

_____
<<BUYER NAME>>

_____
<<BUYER NAME2>>

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 20_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 20__, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Home

EXHIBIT B

Form of Owner's Notice of Intent to Transfer

To: County of Contra Costa ("County")

From: _____("Owner")

Home Address: _____("Home")

Date: _____

Please be notified that Owner intends to transfer the Home listed above.

A. The following information is provided to the County pursuant to Section 7 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Address of the Home: _____

2. Date Owner purchased Home: _____

3. Purchase Price paid by Owner when Home was purchased: _____

4. Initial Appraised Value of the Home when purchased: _____

5. Date Owner intends to vacate Home: _____

6. Date Home will be placed on market: _____

7. Name and phone number of person for County to contact to schedule inspection:

_____ (name) and_____ (phone number)

B. As required by Section 7 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of HUD-1 Settlement Statement from Owner's purchase of the Home

C. I agree to prepare the Home for sale by doing all of the following:

1. Obtaining a pest control report within 30 days of the date of this notice.

2. Allowing the County or its designee to inspect the Home within 30 days of this notice.

3. If requested by the County following the County's inspection, I will obtain a home inspection report from a licensed home inspector.

4. Maintaining utility connections until the Home is transferred.

This Owner's Notice of Intent to Transfer is certified by Owner to be true and correct and is signed on_____<<DATE>> under penalty of perjury.

By:_____
Owner

By:_____
Owner

EXHIBIT C

Form of County Response Notice

To: _____(“Owner”)
Home Address: ("Home")
Date:

From: County of Contra Costa ("County")

On _____20__, County received the Owner's Notice of Intent to Transfer (as described in Section 7 of the Resale Restriction.) Pursuant to Section 7 of the Resale Restriction, and as of the date written above, County hereby:

A. County has determined the Excess Sales Proceeds to be $_____.

B. County has calculated the Proportionate Share to be _____for purposes of calculating the Recapture Amount.

C. The Recapture Amount Due to County is $_____.

County of Contra Costa

By: _____
Name: _____
Its: _____

EXHIBIT D

Form of Owner and Proposed Purchaser Certification of Sale

To: County of Contra Costa ("County")

From: _____("Owner")

_____("Proposed Purchaser")

Home Address: _____("Home")

Date: _____

A. The following information is provided to the County pursuant to Section 8 of the Buyer's Occupancy and Resale Restriction Agreement (the "Resale Restriction"):

1. Name of the Proposed Purchaser: _____

2. Address of the Proposed Purchaser: _____

3. Proposed sales price for Home: _____

4. Amount paid by the Proposed Purchaser for Owner's personal property, if any: _____

5. Amount paid by the Proposed Purchaser for the services of Owner, if any: _____

6. Amount paid by the Proposed Purchaser for any credits, allowances, or other consideration, if any: _____

B. As required by Section 8 of the Resale Restriction, the following documents are attached to this Notice:

1. Copy of final sales contract for the Home.

2. Copy of the appraisal for the Home.

3. All other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

C. Owner and the Proposed Purchaser agree to all of the following:

1. The proposed sale of the Home shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by the County.

2. The Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to the County.

3. If the proposed sale is made in violation of the terms of this Resale Restriction, or false or misleading statements are made in any documents or certification submitted to the County, the County shall have the right to foreclose on the Home or file an action at law or in equity as may be appropriate. Any costs, liabilities, or obligations incurred by Owner and the Proposed Purchaser for the return of any moneys paid or received in violation of the Resale Restriction, or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser. Owner and the Proposed Purchaser shall hold the County harmless and reimburse its expenses, legal fees, and costs for any action it reasonably takes in good faith in enforcing the terms of the Resale Restriction.

D. Upon the close of the proposed sale, Owner shall provide to the County a copy of the final sales contract, HUD-1 Settlement Statement, escrow instructions, and any other documents which the County may reasonably request.

This Owner and Proposed Purchaser Certification of Sale is certified by Owner to be true and correct and is signed on_____<<DATE>> under penalty of perjury.

By:_____
Owner

This Owner and Proposed Purchaser Certification of Sale is certified by the Proposed Purchaser to be true and correct and is signed on_____<<DATE>> under penalty of perjury.

By:_____
Proposed Purchaser

EXHIBIT E

Form of Owner Request to Refinance Notice

To: County of Contra Costa ("County")

From: _____("Owner")

Home Address: _____("Home")

Date: _____

A. For Proposed Refinance of First Lender Loan

Owner hereby requests the County to approve the Owner's refinance of the existing First Lender Loan (first mortgage loan) on the Home. Owner provides the following information and documentation, which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement

2. Copy of new First Lender Loan documents, including escrow instructions

3. Contact information for proposed new First Lender

_____

_____

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new First Lender Loan: _____

5. Copy of recent preliminary title report for the Home

6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.

7. Monthly Housing Payment on First Lender Loan: _____

8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____

9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

B. For Proposed Junior Loan

Owner hereby requests the County to approve the Owner's proposed junior financing. Owner also provides the following information and documentation, which it certifies to be true and correct:

1. Copy of a HUD -1 Settlement Statement

2. Copy of new junior loan documents, including escrow instructions

3. Contact information for proposed new junior lender

_____

_____

Phone Number: _____

Contact Person: _____

4. Anticipated closing date of new junior loan: _____

5. Copy of recent preliminary title report for the Home

6. Copy of existing First Lender Loan documents and any other loan documents secured by a deed of trust that has been recorded against the Home.

7. Monthly Housing Payment on First Lender Loan: _____

8. Monthly Housing Payment on all other loans secured by a deed of trust that has been recorded against the Home: _____

9. Contact Information for Title Company

Name: _____

Address: _____

Phone Number: _____

Contact Person: _____

Owner hereby certifies the above information is true and correct and this Owner Request to Refinance Notice is executed under penalty of perjury on _____<<DATE>>.

By:_____
Owner

By:_____
Owner

EXHIBIT D-2

Form of Promissory Note

Promissory Note
Secured By Deed Of Trust
(Contra Costa County Inclusionary Housing/Density Bonus Program)

Recapture Amount
Excess Sales Proceeds
Proportionate Share of any Appreciation

<<HOME ADDRESS>>

<<DATE>>

FOR VALUE RECEIVED, the undersigned _____("Owner"), in accordance with this promissory note ("Note"), promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("County"), any amounts due to the County as Recapture Amount, Excess Sales Proceeds, or Proportionate Share of Appreciation, as applicable.

1. Definitions. The capitalized terms set forth in this Note shall have the same meanings as in the Buyer's Occupancy and Resale Restriction Agreement ("Resale Restriction").

2. Purpose of County Note. Owner is purchasing the Home located at <<ADDRESS>> (the "Home"), pursuant to the County's Inclusionary Housing/Density Bonus Program, which provides housing opportunities to households with moderate, lower, or very low incomes to purchase homes at prices which are below market rates prevailing in the community. Pursuant to the County's Inclusionary Housing Ordinance (Chapter 822-4 of the Contra Costa County Ordinance Code), the purchase price of the Home has been set below the market value so that the Home will be affordable for purchase by low income households. Because the purchase price has been set below the market value, Owner is required and has agreed to execute the Resale Restriction that restricts the price of the Home upon resale and requires Owner to pay the Recapture Amount, which includes any Excess Sales Proceeds and the Proportionate Share of any Appreciation to the County. In addition, the Resale Restriction prohibits the Borrower from renting or leasing the Home except with prior written approval by County. This Note evidences Owner's obligation to pay the Recapture Amount, Excess Sales Proceeds, and the Proportionate Share of any Appreciation to the County pursuant to the Resale Restriction.

3. Security. This Note is secured by a deed of trust dated the same date as this Note (the "County Deed of Trust") executed by Owner and the County with respect to the Home. Home includes both the real property and all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the property. The term "Home," as used herein, shall have the same meaning as the term "Property" used in the County Deed of Trust. Owner and County have also executed the Resale Restriction.

4. Term. The term of this Note commences on the date of this Note and expires

on the date of Transfer of the Home in compliance with the Resale Restriction and payment of the entire Recapture Amount due under this Promissory Note.

5. Payments. The Recapture Amount, including all Excess Sales Proceeds and the Proportionate Share of any Appreciation owed under this Note or the Resale Restriction shall immediately become due and payable: (i) in the event of a Default by Owner under this Note, the Resale Restriction, the County Deed of Trust, or the First Lender Loan; or (ii) on the date a Transfer is made, except for permitted transfers as described in the Resale Restriction. Failure to declare such amounts due shall not constitute a waiver on the part of the County to declare them due in the event of a subsequent Transfer.

6. No Assumption of Note by Subsequent Buyers. Borrower acknowledges that this Note is given in connection with the purchase of the Property by Borrower as part of a program of the County to assist in the purchase of homes by moderate, low, or very low income households. Consequently, this Note is not assumable by transferees of the Property, but is due in full upon Transfer.

7. Default and Acceleration. Owner shall be in default under this Note if: (i) Owner is in default under the Resale Restriction, the County Deed of Trust, or the First Lender Loan; (ii) Owner fails to pay any money when due under this Note; or (iii) Owner breaches any representation or covenant made in this Note, the County Deed of Trust, or the Resale Restriction. Upon the occurrence of a default as defined in this Section, the County shall have the right to declare the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of any Appreciation immediately due and payable.

8. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Home or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Home and will hold the County harmless from any liability, loss, or damage for these things.

9. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Note, the Resale Restriction, or the County Deed of Trust; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

10. No Waiver by County. No waiver of any Default under the terms of this Note

will be implied from any failure of the County to take, or any delay by the County in taking, action with respect to a breach, default, or failure, or from any previous waiver of any similar or unrelated Default. The acceptance by the County of any payment under this Note that is less than the total of all amounts due and payable at the time of such payment will not constitute a waiver of the right to exercise remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy by the County, without the express consent of the County. The County's waiver of any term of the Note must be made in writing and will be limited to the express written terms of such waiver.

11. Attorney Fees and Costs. If any amounts due under this Note are not paid when due, in addition to paying such amount, Borrower shall pay all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

12. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and is binding upon them and their successors and assigns.

13. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against the County, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

14. Waiver by Owner. Borrower and any endorsers or guarantors of this Note, for themselves, and their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments under this Note, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same.

15. Notices. Notices to the County or Owner required hereunder are to be given in the manner described in Section 22 of the Resale Restriction.

16. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California. The venue for any legal action pertaining to this County Note shall be Contra Costa County, California.

17. Assignment by County. The County may assign its right to receive the proceeds under this County Note to any person and upon notice to Owner by the County that all payments shall be made to the assignee.

18. Severability. Should any provision of this Note be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. Entire Agreement. This Note (along with the Resale Restriction and County

Deed of Trust) sets forth the entire understanding and agreement of the County and Owner, and any amendment, alteration, or interpretation of this Note must be in writing signed by both the County and Owner.

OWNER

_____

_____

EXHIBIT D-3

Form of Deed of Trust

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Housing and Community Improvement Division

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST AND SECURITY AGREEMENT
(Contra Costa County Inclusionary Housing/Density Bonus Program)

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this ____ day of _____, 20___, among _____, as trustor ("Owner"); _____ a _____, as trustee ("Trustee"); and the County of Contra Costa, a political subdivision of the State of California, as beneficiary ("County").

Owner has signed a Buyer's Occupancy and Resale Restriction Agreement dated _____ (the "Resale Restriction") and a promissory note in favor of the County dated _____ (the "Note").

This Deed of Trust secures to County: (i) the payment of the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction), and (ii) the performance of Owner's covenants and agreements under this Deed of Trust, the Resale Restriction, and the Note. For this purpose, Borrower irrevocably grants, transfers, conveys, and assigns to Trustee, in trust, with power of sale, the property located in the County of Contra Costa, State of California, described in the attached Exhibit A and more commonly known as: <<HOME ADDRESS>>.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions are also covered by this Deed of Trust. All of the foregoing is referred to in this Deed of Trust as the "Property."

OWNER COVENANTS that Owner holds fee title to the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for (i) those encumbrances identified below (together, the "First Lender Loan") and (ii) the Resale Restriction and the Note. Owner warrants and shall defend generally the title to the Property against all claims and demands, subject to the First Lender Loan.

Name of Lender (together, the "First Lender")	Amount	Date Deed of Trust Recorded
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

OWNER AND COUNTY COVENANT AND AGREE AS FOLLOWS:

1. Payment of Recapture Amount. Owner shall promptly pay, when and if due pursuant to the Resale Restriction and Note, the Recapture Amount, including the Excess Sales Proceeds and the Proportionate Share of Appreciation (all as defined in the Resale Restriction). Under the terms of the Note, the Note is not assumable by transferees of the Property, but is due in full upon any sale, assignment, or transfer.

2. Resale Restriction. Owner shall observe and perform all of the covenants and agreements of the Resale Restriction, the Note, and this Deed of Trust.

3. First Lender Loan. Owner shall observe and perform all of the covenants and agreements of the promissory note(s) (together, the "First Lender Note"), the deed(s) of trust securing the First Lender Note (together, the "First Lender Deed of Trust"), and related documents of the First Lender Loan.

4. Charges; Liens. Owner shall pay all taxes, assessments, and other charges, fines, and impositions attributable to the Property that have or may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the County, Owner shall promptly furnish to the County all notices of amounts due under this paragraph.

5. Hazard Insurance. Owner shall keep the improvements now existing or hereafter erected on the Property (the "Improvements") insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which the County requires insurance. The insurance must be maintained in an amount equal to the current replacement value of the Improvements, which will be initially established by appraisal, and then adjusted annually to reflect changes to local building costs calculated on a per square foot basis. The County has the right, but not the obligation, to inform Owner of the then-current replacement value of the Property. The amount of insurance may not be less than the amount necessary to prevent Owner from becoming a co-insurer under the terms of the policy. If the Property is located in an area with a FEMA flood zone designation of A or AE, Owner shall also obtain flood plain insurance.

The insurance carrier providing this insurance must be licensed to do business in the State of California.

All insurance policies and renewals thereof must be in a form acceptable to the County and include a standard mortgage clause and name the First Lender and the County as mortgagees and as additional loss payees, as their interests may appear. The County has the right to hold, or cause its designated agent to hold, the policies and renewals thereof. Upon request, Owner shall promptly furnish to the County, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices, and all receipts of paid premiums. In the event of loss, Owner shall give prompt notice to the insurance carrier and the County or its designated agent. The County, or its designated agent, may make proof of loss if not made promptly by Owner. The County must receive 30 days advance written notice of cancellation of any insurance policies required under this section.

Subject to the rights of the First Lender, unless otherwise permitted by the County in writing, any insurance proceeds must be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and the County's security is not lessened. During such repair and restoration period, the County has the right to hold the insurance proceeds until the County has had an opportunity to inspect the Property to ensure the work has been completed to the County's satisfaction, provided that such inspection is undertaken promptly. The County may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or applicable law requires interest to be paid on the insurance proceeds, the County is not required to pay Owner any interest or earnings on the proceeds. Fees of public adjusters or other third parties retained by Owner will not be paid out of the insurance proceeds and are the sole obligation of Owner. If the restoration or repair is not economically feasible or the County's security would be lessened, the insurance proceeds will be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Owner. If the Property is abandoned by Owner, or if Owner fails to respond to the County or its designated agent within 30 days from the date notice is mailed by either of them to Owner that the insurance carrier has offered to settle a claim for insurance benefits, the County or its designated agent is authorized to (i) negotiate and settle the claim, and (ii) collect and apply the insurance proceeds at the County's option either to restoration or repair of the Property or to pay amounts due under the Resale Restriction and Note.

If the Property is acquired by the County, all right, title, and interest of Owner in and to any insurance policy, as well as any insurance proceeds paid or due Owner for damage to the Property prior to acquisition by the County, will pass to the County, subject to the rights of the First Lender.

6. Preservation and Maintenance of Property. Owner shall keep the Property in good repair and in a neat, clean, and orderly condition. Owner shall not commit waste or permit impairment or deterioration of the Property. If there arises a condition in contravention of this section, and if the Owner has not cured such condition within 30 days after receiving a County notice of such a condition, then in addition to any other rights available to the County, the County will have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish

or enforce a lien or other encumbrance against the Property to recover its cost of curing the condition.

7. Protection of the County's Interest in the Property. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced that might significantly affect the County's interest in the Property or its rights under this Deed of Trust (including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy or decedent) or if Owner has abandoned the Property, then the County may do and pay for whatever is reasonable or appropriate to protect the County's interest in the Property and rights under this Deed of Trust, including protecting and assessing the value of the Property, and securing and/or repairing the Property. The County's actions may include but are not limited to: (a) paying any sums secured by a lien that has priority over this Deed of Trust; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and its rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes but is not limited to entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although the County may take action under this Section 7, the County does not have to do so and is not under any duty or obligation to do so. It is agreed that the County incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by the County pursuant to this Section 7, with interest thereon, will become additional debt of Owner secured by this Deed of Trust. Such amounts will be payable upon notice from the County to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law.

8. Inspection. The County and its authorized representatives may make or cause to be made reasonable entries upon the Property to determine if the Owner is in compliance with the requirements of the Resale Restriction, the Note, and this Deed of Trust. The County will give Owner reasonable notice of such entry and inspection.

9. Forbearance by the County Not a Waiver. Any forbearance by the County in exercising any right or remedy, including without limitation, the County's acceptance of an amount less than the amount due, is not a waiver of and does not preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the County is not a waiver of the County's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

11. Hazardous Substances.

As used in this Section 11, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes under any Environmental Law, and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

As used in this Section 11, "Environmental Law" means all federal laws and all laws of the state of California that relate to health, safety, or environmental protection.

Owner may not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Owner may not, and may not allow anyone else to, do anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Owner shall promptly give the County written notice of any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge. If Owner learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Owner shall promptly take all necessary remedial actions in accordance with Environmental Law.

12. Successors and Assigns Bound. The covenants and agreements herein contained bind and benefit the successors and assigns of the County and Owner.

13. Joint and Several Liability. Owner covenants and agrees that Owner's obligations and liabilities are joint and several.

14. Notice. Except for any notice required under applicable law to be given in another manner, all notices required herein shall be sent by certified mail, return receipt requested, express delivery service with a delivery receipt, or personal delivery with a delivery receipt, and shall be deemed to be effective as of the date received, the date delivery was refused, or the date returned as undeliverable as indicated on the return receipt. Notice to any one Owner will constitute notice to all Owners unless applicable law expressly requires otherwise. The notice address is the Property address unless Owner has designated a substitute notice address by notice to the County. Owner shall promptly notify the County of Owner's change of address. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to the County must be given by mailing it to Contra Costa County Department of Conservation and Development at 30 Muir Road, Martinez, CA 94553, Attention: Housing and Community Improvement Division, or to such other address as the County may designate by notice to Owner as provided above. If any notice required by this Deed of Trust is also required under applicable law, the applicable law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Governing Law. This Deed of Trust is governed by the laws of the State of California. The venue for any legal action pertaining to this Deed of Trust shall be Contra Costa County, California.

16. Severability. In the event that any provision or clause of this Deed of Trust, the Resale Restriction, or the Note conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust, the Resale Restriction, or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust, the Resale Restriction, and the Note are declared to be severable.

17. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

18. Nondiscrimination. Owner covenants that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, or national origin in the sale, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner or any person claiming under or through Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Property. The foregoing covenant runs with the land.

19. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and the County is solely that of an owner and an administrator of a County affordable housing program, and that the County does not undertake or assume any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy, or suitability of the Property or any other matter. The County owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Property, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns shall ever claim, have, or assert any right or action against the County for any loss, damage, or other matter arising out of or resulting from any condition of the Property and will hold the County harmless from any liability, loss, or damage for these things.

20. Indemnity. Owner agrees to defend, indemnify, and hold the County and its officers, employees, agents, and board members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the County may incur as a direct or indirect consequence of: (i) Owner's default, performance, or failure to perform any obligations as and when required by this Deed of Trust, the Resale Restriction, or the Note; or (ii) the failure at any time of any of Owner's representations to the County to be true and correct.

21. Acceleration; Remedies.

a. Upon Owner's breach of any covenant or agreement of Owner in the Resale Restriction, the Note, or this Deed of Trust, the County, prior to acceleration, will mail by express delivery, return receipt requested, notice to Owner specifying: (i) the breach; (ii) the action required to cure such breach; (iii) a date, not less than 30 days from the date the notice is

received by Owner as shown on the return receipt, by which such breach is to be cured; and (iv) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice will also inform Owner of Owner's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale.

b. Notwithstanding subsection (a) of this Section 21, in the event of a default by Owner under the First Lender Deed of Trust, no notice to Owner is required prior to acceleration.

c. If the breach is not cured on or before the date specified in the notice required by subsection (a), or in the event of a default by Owner under the First Lender Deed of Trust, the County, at the County's option, may: (i) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; (ii) enter upon and take possession of the Property in the County's name or in the name of Trustee, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property or increase the income from the Property, with or without bringing any action or proceeding; (iii) commence an action to foreclose under this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof; (iv) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Section 2924 et seq., as amended from time to time; or (v) exercise all other rights and remedies provided herein, in the instruments by which Owner acquires title to the Property, or in any other document or agreement now or hereafter evidencing, creating, or securing all or any portion of the obligations secured hereby, or provided by law. Entering upon and taking possession of the Property pursuant to subsection (ii) above will not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the County's continued possession of the Property, the County will be entitled to exercise every right provided for in this Deed of Trust and by law upon the occurrence of any uncured breach, including the right to exercise the power of sale.

d. The County is entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this section, including, but not limited to, reasonable attorneys' fees.

22. Owner's Right to Reinstate After Acceleration. If Owner meets certain conditions, Owner has the right to have enforcement of this Deed of Trust discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust; (b) such other period as applicable law might specify for the termination of Owner's right to reinstate; or (c) entry of a judgment enforcing this Deed of Trust. Those conditions are that Owner: (i) pays County all sums that then would be due under this Deed of Trust and the Note if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred by County and Trustee in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting the County's interest in the Property and rights under this Deed of Trust; and (iv) takes such other actions as County may reasonably

require to assure that the County's interest in the Property and rights under this Deed of Trust, and Owner's obligation to pay the sums secured by this Deed of Trust, continue unchanged. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred. However, this right to reinstate does not apply in the case of acceleration that results from a breach of Section 23.

23. Due on Transfer of the Property. Subject to Section 6 of the Resale Restriction, Owner shall pay in full all amounts secured by this Deed of Trust upon any Transfer (as defined in the Resale Restriction) of the Property or any interest in it.

24. Reconveyance. Upon payment of all sums secured by this Deed of Trust, and following the expiration of the Term of the Resale Restriction, and if Owner is not in violation of any provisions of this Deed of Trust, the Resale Restriction, or the Note, the County will request Trustee to reconvey the Property and will surrender this Deed of Trust to Trustee. Trustee will reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. The County may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is to be paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under applicable law. If the fee charged does not exceed the fee set by applicable law, the fee is conclusively presumed to be reasonable.

25. Substitute Trustee. The County, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, powers, and duties conferred upon the Trustee herein and by applicable law.

26. Superiority of First Lender Documents. Notwithstanding any other provision of this Deed of Trust, the provisions of this Deed of Trust are subordinate to the lien of the First Lender Deed of Trust and do not impair the rights of the First Lender, or the First Lender's successor or assign, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After a foreclosure or acceptance of a deed or assignment in lieu of foreclosure by the First Lender, this Deed of Trust will be forever terminated and will have no further effect as to the Property or any transferee thereafter if (i) the County has been given written notice of default under such First Lender Deed of Trust with a 60-day cure period (which requirement will be satisfied by recordation of a notice of default under California Civil Code Section 2924), and (ii) the County has not cured the default within such 60-day period. Owner agrees to execute any documents necessary to effect such termination, if applicable.

27. Request for Notice. Owner requests that copies of any notice of default and notice of sale be sent to Owner in accordance with Section 14 above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

OWNER

_____

OWNER

_____

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 20_, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ __, 20__, before me, _____, Notary Public, personally appeared, _____who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (seal)

EXHIBIT A

Legal Description of the Property

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1500 **Agenda Date:** 4/14/2026 **Agenda #:** C.56.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Ratify Moraga-Orinda Fire District Ordinance Nos. 26-01 and 26-02, implementing the 2025 California Fire Code and 2025 California Wildland-Urban Interface Code with local amendments.

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

1. RATIFY Moraga-Orinda Fire District Ordinance No. 26-01, with attached modifications, implementing the 2025 California Fire Code including specified appendices, with local amendments in the unincorporated portion of the District's service area.

2. RATIFY Moraga-Orinda Fire District Ordinance No. 26-02, with attached modifications, implementing the 2025 California Wildland-Urban Interface Code including specified appendices, with local amendments in the unincorporated portion of the District's service area.

3. DIRECT the Clerk of the Board of Supervisors to provide a certified copy of this Board Order to the Moraga-Orinda Fire District within 15 days of this ratification, pursuant to Health and Safety Code section 13869.7.

4. DIRECT the Department of Conservation and Development to send copies of District Ordinance Nos. 26-01 and 26-02, the District findings, and this Board Order to the California Department of Housing and Community Development, pursuant to Health and Safety Code section 13869.7.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Directors of the Moraga-Orinda Fire District has adopted Ordinance No. 26-01, adopting the 2025 California Fire Code, with local amendments, and Ordinance No. 26-02, adopting the 2025 California Wildland-Urban Interface Code, with local amendments. The District has requested that the Board of Supervisors ratify the District's adoption of the ordinances so that the District can implement the 2025 Fire Code and 2025 Wildland-Urban Interface Code, with local amendments, in the unincorporated portion of the District's service area. Ratification by the Board of Supervisors is required by State law for the District's code adoption ordinances to be effective in the unincorporated portion of the District's service area. This Board Order modifies the District's ordinances by providing for the retention

of the Board of Supervisor's discretion for final County approval of entitlements, completion of development improvements, and issuance of County stop work orders within the unincorporated area of the County.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not approve the recommended actions, the Moraga-Orinda Fire District will not be able to implement District Ordinance Nos. 26-01 and 26-02 within the unincorporated portion of the District's service area.

CONTRA COSTA COUNTY MODIFICATIONS TO
MORAGA-ORINDA FIRE PROTECTION DISTRICT ORDINANCE NO. 26-01

1. § 102 – Applicability. This section is modified to clarify that it does not mandate the performance or non-performance of any act by the County and its planning agency, officers, and employees, and to clarify that the District has no legal authority to prescribe the governmental discretion and actions of the County and its officers and employees. County staff is hereby directed to cooperate to the greatest reasonable extent (subject to applicable County and State rules and regulations) with the District concerning the subjects of this section and District Ordinance No. 26-01.

2. § 114 – Stop Work Order. This section is modified to clarify that it does not mandate the County building inspector or other County official or agency to issue any stop work orders or to perform or not perform any act, and with this clarification is the same as § 102 above.

3. § 503 – Fire Apparatus Access Roads. This section is modified to clarify that nothing in it shall prevent the County from legislating, taking administrative action, or occupying this area of regulation to the extent allowed by law. This modification is made to retain the County's ability to require uniform unincorporated area regulations and standards related to public road improvements, widths, and access.

4. § 505 – Premises Identification. This section is modified to clarify that the County fully retains its authority pursuant to law to determine unincorporated area street names and addresses.

5. § 507 – Fire Protection Water Supplies. This section is modified to clarify that nothing in it shall prevent the County from legislating, taking administrative action, or occupying this area of regulation to the extent allowed by law. This modification is made to retain the County's ability to require uniform unincorporated area regulations and standards related to the provision of water for domestic use.

6. Section 5 – Repeal of Conflict Ordinances. This section is modified to clarify that District Ordinance No. 26-01 supersedes Contra Costa County Ordinance No. 2025-14 only with respect to those portions of the District located within the unincorporated area of Contra Costa County.

7. Section 7 – Severability. This section is modified to clarify that District Ordinance No. 26-01 supersedes Contra Costa County Ordinance No. 2025-14 only with respect to those portions of the District located within the unincorporated area of Contra Costa County.

7. Modified Ordinance Ratification. In ratifying District Ordinance No. 26-01, the Board of Supervisors has not reviewed and passed upon any "Findings of Necessity" that may have been prepared by the District, nor has it reviewed and passed upon the scope of the District's Health and Safety Code regulatory authority.

8. Enforcement. The Chief of the Moraga-Orinda Fire Protection District is authorized to enforce Moraga-Orinda Fire Protection District Ordinance No. 26-01 within those portions of the District located within the unincorporated area of Contra Costa County. (Health and Saf. Code, § 13869.7(h)(1)(A).)

CONTRA COSTA COUNTY MODIFICATIONS TO
MORAGA-ORINDA FIRE PROTECTION DISTRICT ORDINANCE NO. 26-02

1. § 102 – Applicability. This section is modified to clarify that it does not mandate the performance or non-performance of any act by the County and its planning agency, officers, and employees, and to clarify that the District has no legal authority to prescribe the governmental discretion and actions of the County and its officers and employees. County staff is hereby directed to cooperate to the greatest reasonable extent (subject to applicable County and State rules and regulations) with the District concerning the subjects of this section and District Ordinance No. 26-02.

2. § 113 – Stop Work Order. This section is modified to clarify that it does not mandate the County building inspector or other County official or agency to issue any stop work orders or to perform or not perform any act, and with this clarification is the same as § 102 above.

3. § 403 – Access. This section is modified to clarify that nothing in it shall prevent the County from legislating, taking administrative action, or occupying this area of regulation to the extent allowed by law. This modification is made to retain the County's ability to require uniform unincorporated area regulations and standards related to public road improvements, widths, and access.

4. § 403.2 – Signing and Building Numbering. This section is modified to clarify that the County fully retains its authority pursuant to law to determine unincorporated area street names and addresses.

5. § 404 – Water Supply. This section is modified to clarify that nothing in it shall prevent the County from legislating, taking administrative action, or occupying this area of regulation to the extent allowed by law. This modification is made to retain the County's ability to require uniform unincorporated area regulations and standards related to the provision of water for domestic use.

6. Section 6 – Severability. This section is modified to clarify that District Ordinance No. 26-02 supersedes Contra Costa County Ordinance No. 2025-15 only with respect to those portions of the District located within the unincorporated area of Contra Costa County.

7. Modified Ordinance Ratification. In ratifying District Ordinance No. 26-02, the Board of Supervisors has not reviewed and passed upon any "Findings of Necessity" that may have been prepared by the District, nor has it reviewed and passed upon the scope of the District's Health and Safety Code regulatory authority.

8. Enforcement. Except as otherwise provided for in this section, the Chief of the Moraga-Orinda Fire Protection District is authorized to enforce Moraga-Orinda Fire Protection District Ordinance No. 26-02 within those portions of the District located within the unincorporated area of Contra Costa County. (Health and Saf. Code, § 13869.7(h)(1)(A).) The Contra Costa County Building Official is authorized to enforce Chapter 5 (Special Building Construction Regulations) of the 2025 California Wildland-Urban Interface Code within those portions of the District located within the unincorporated area of Contra Costa County. (Health and Saf. Code, § 13869.7(h)(1)(B).)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-133 **Agenda Date:** 4/14/2026 **Agenda #:** C.57.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: FY26/27 Automobile Insurance Fraud Prosecution Program Grant Application

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the District Attorney, or designee, to apply for and accept funding from the Automobile Insurance Fraud Prosecution Program, in an amount not to exceed $725,000 and to execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance, for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
100% State funded, no County match. The grant will fund salaries and benefits for a Deputy District Attorney, a temporary DA Senior Inspector, and other staff assigned to the program. Supplantation is prohibited. Approximate grant amount is based on current fiscal year 2025-26 award. Actual grant amount for fiscal year 2026-27 is determined after application submission.

BACKGROUND:
The State Legislature has determined that fraud is one of the significant factors driving up the cost of automobile insurance. While fraud is recognized as a growing problem nationwide, California is an area of concerted criminal activity in insurance fraud. The Automobile Insurance Fraud Prosecution award is allocated from a trust fund financed by an assessment per insured vehicle, payable by the insurer. A portion of the assessment amount is earmarked for distribution to County District Attorney Offices to enhance the prosecution of automobile fraud.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney's Office will be unable to apply for and accept the grant.

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 Office of the District Attorney Automobile Insurance Fraud Grant Fiscal Year 2026-2027.

WHEREAS, the Contra Costa County Board of Supervisors desires to undertake a certain program designated the Automobile Insurance Fraud Program to be funded in part from funds made available through Automobile - California Insurance Code Section 1872.8, California Code of Regulations, Title 10, Section 2698.60 et seq. and administered by the California Department of Insurance.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa, or designee, is authorized, on its behalf, to submit the attached proposal to the California Department of Insurance and is authorized to execute on behalf of the Board of Supervisors the attached Grant Award Agreement including any extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-134 **Agenda Date:** 4/14/2026 **Agenda #:** C.58.

To: **Board of Supervisors**

From: Diana Becton, District Attorney

Report Title: FY 26/27 Workers' Compensation Insurance Fraud Prosecution Program Grant Application.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the District Attorney, or designee, to apply for and accept funding in an amount not to exceed $1,700,000 from the Workers' Compensation Insurance Fraud Prosecution Program, and to execute a grant award agreement, and any extensions or amendments thereof, pursuant to State guidelines, with the California Department of Insurance for the investigation and prosecution of workers' compensation fraud cases for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
100% State funded, no County match required. The grant will fund salaries and benefits for Deputy District Attorneys, Senior Inspectors, Legal Assistants, Forensic Accountants, and other staff assigned to the program. Supplantation is prohibited. Approximate grant amount is based on current fiscal year 2025-26 award. Actual grant amount for fiscal year 2026-27 is determined after application submission, and a budget amendment will be submitted if necessary.

BACKGROUND:
The State Legislature has determined that fraud is one of the significant factors driving up the cost of workers' compensation insurance. While fraud is recognized as a growing problem nationwide, California is an area of concerted criminal activity in insurance fraud. The cost of insurance is a contributing factor to the high cost of doing business in the State. SB 1218 (Presley) was enacted to provide resources to enforce current state laws. If the grant is approved, the District Attorney will continue to assign staff to the criminal fraud division, which will be able to focus on workers' compensation fraud investigations and prosecuting cases.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney will be unable to apply for and accept the grant.

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 Office of the District Attorney Workers' Compensation Insurance Fraud Grant Fiscal Year 2026-2027.

WHEREAS, the Contra Costa County Board of Supervisors, desires to undertake a certain program designated as the Workers' Compensation Insurance Fraud Prosecution Program to be funded in part from funds made available through the authority of Workers' Compensation California Insurance Code section 1872.83, California Code of Regulations and administered by the California Department of Insurance.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa, or designee, is authorized, on its behalf, to submit the attached proposal to the California Department of Insurance and is authorized to execute, on behalf of the Board of Supervisors, the attached Grant Award Agreement, including any extensions or amendments thereof.

IT IS AGREED that any liability arising out of the performance of the Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and the California Department of Insurance disclaim responsibility for any such liability.

NOW, THEREFORE, BE IT RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-135 **Agenda Date:** 4/14/2026 **Agenda #:** C.59.

To: **Board of Supervisors**

From: Diana Becton, District Attorney

Report Title: FY 26-29 California Victim Compensation Board Grant Funding

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution approving and authorizing the District Attorney, or designee, to apply for, accept, and execute a grant award agreement, including any extensions or amendments thereof pursuant to state guidelines, with the California Victim Compensation Board in an amount not to exceed $461,000 to fund Victim Witness Assistance Program Specialist positions for the period July 1, 2026 through June 30, 2029.

FISCAL IMPACT:
100% State funded. The District Attorney will receive $461,000 in revenue, which has been included in the Department's FY26-27 budget. No match is required.

BACKGROUND:
The California Victim Compensation Board (CalVCB) administers the State's Victim Compensation Program (VCP), which reimburses victims of violent crimes for specific economic losses incurred as a result of crime. CalVCB, through Criminal Restitution Compacts or orders, funds Victim/Witness Program Specialist positions that provide restitution specialists who work with the victim, the prosecutor, the Probation Department and the Court to ensure that offenders are ordered to pay restitution to the victim and the program when appropriate. Statute requires the Court to impose restitution on behalf of the CalVCB when an offender is convicted, and the victim has received benefits from the VCP. If the victim's losses are unknown at the time of sentencing, statute requires that the restitution order includes a provision that the amount will be determined at the direction of the court.

CONSEQUENCE OF NEGATIVE ACTION:
The District Attorney will be unable to apply for and accept the grant.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF California Victim Compensation Board Grant Award for the period July 1, 2026 through June 30, 2029.

WHEREAS, the Contra Costa County Board of Supervisors desires to enter into an agreement with the California Victim Compensation Board (CalVCB) to continue the program to ensure restitution fines and orders are properly administered in accordance with applicable statutes to provide restitution to victims of crimes.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to submit an agreement to the California Victim Compensation Board (CalVCB) and is authorized to execute on behalf of the Board of Supervisors a Standard Agreement including any extensions or amendments thereof.

BE IT FURTHER RESOLVED that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1504 **Agenda Date:** 4/14/2026 **Agenda #:** C.60.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract Aspiranet Early Head Start and CalWORKS Home Visiting Services 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 Aspiranet Early Head Start Services to revise language regarding the total number of childcare program slots for children in the Early Head Start program, to add the requirement for Personnel Background Checks and lead testing to ensure Contractor compliance with the Head Start Program Performance Standards, with no change to the payment limit of $7,140,098 and no change to the term period September 1, 2024, through June 30, 2027.

FISCAL IMPACT:

No Fiscal impact.

BACKGROUND:

On December 28, 2023, RFP #1202 was posted for selecting Head Start Program Childcare Partners. Aspiranet was selected through the bidder's process for a term of September 1, 2024, to June 30, 2027. This contract provides up to 149 childcare program slots to a maximum 179 childcare program slots for children in the Early Head Start and up to 50 program slots in the CalWORKs Home Visiting Program. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

This action seeks to approve a contract amendment to revise language regarding the total number of childcare program slots. This amendment provides up to 149 childcare program slots for children in the Early Head Start program, but upon sole discretion and prior approval of the County, an increase of up to 30 additional program slots, for a maximum of 179 program slots, can be approved. Additional language regarding the requirement for Personnel Background Checks and lead testing were also added to ensure contractor compliance with Head Start Program Performance Standards. There are no changes to the payment limit or contract term.

CHILDREN'S IMPACT STATEMENT:

This contract supports three of the community outcomes established in 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:

The County will be limited in its ability to fund childcare slots for its community-based agency partner, Aspiranet, for Early Head Start services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1574 **Agenda Date:** 4/14/2026 **Agenda #:** C.61.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #27-791-15 with Cotiviti, 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 Amendment #27-791-15 with Cotiviti, Inc., a corporation, effective April 14, 2026, to amend Contract #27-791-14, to increase the payment limit by $2,250,000, from $3,000,000 to a new payment limit of $5,250,000, for code editing and validation capabilities concerning its hosted software solution for analyzing Healthcare Effectiveness Data and Information Sets (HEDIS) for fraud, waste and abuse for Contra Costa Health Plan (CCHP) with no change in the term November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $2,250,000 as budgeted by the department and funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
This Contract meets the needs of the County by providing proprietary data analysis software for HEDIS projects and reports to support State and contractual requirements for CCHP. Cotiviti, Inc., provides its licensed program, Quality Intelligence, used by CCHP to calculate and analyze HEDIS measures. HEDIS Measures, are a requirement for accreditation certification with the National Committee for Quality Assurance (NCQA) and mandated by the Department of Health Care Services, for which CCHP is assessed. HEDIS scores are used to determine Plan assignment, and therefore impact capitation payments from the state. HEDIS is also utilized for Quality Rate Factor payments in which capitation is not only based on monthly membership numbers but also HEDIS scores in comparison to other Plans. HEDIS is a heavily structured, highly audited process and calculations will not be accepted without the use of NCQA certified software to process the data. Under this Contract, Cotiviti provides the NCQA software to process the data.

On October 21, 2025, the Board of Supervisors approved Contract #27-791-14 with Cotiviti Inc., in an amount not to exceed $3,000,000 for the provision its hosted software utilized by CCHP to analyze healthcare effectiveness and identify fraud, waste and abuse for the period November 1, 2025, through October 31, 2028.

Approval of this Contract Amendment #27-791-15 will allow the Contractor to provide additional hosted software solution and services regarding code editing and validation capabilities concerning its Quality Intelligence Application Service Provider (ASP), a HEDIS-licensed program and data analysis solution which aids in identifying fraud, waste, and abuse schemes affecting CCHP through October 31, 2028. The expanded

functionality includes advanced analytics that are not available within Epic, enabling automated denial or pended review of claims based on complex coding rules and clinical criteria. By preventing payment of claims that do not meet required conditions, this enhancement is expected to generate significant cost savings for the Health Plan and reduce millions in avoidable expenditures.

Under this Contract Amendment, Cotiviti's liability, including its indemnity obligations, is limited to the amount paid by County under the Contract except for bodily injury, death, fraud or criminal acts by Cotiviti, which is not capped, and any claims that an unauthorized party accessed protected health information in the Cotiviti-hosted system, which is capped at $5,000,000. The Contract requires Cotiviti to maintain $5,000,000 in cyber-liability insurance.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, County will not have access to Contractor's data analysis software solution, nor funds to reimburse providers per requirements from Department of Managed Healthcare (DMHC) and DHCS, which will negatively impact CCHP's ability to operate and ultimately, patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1535 **Agenda Date:** 4/14/2026 **Agenda #:** C.62.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with J.A.R. Capital Group, Inc. (dba Quality Vans & Specialty Vehicles)

☒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 J.A.R. Capital Group, Inc. (dba Quality Vans & Specialty Vehicles) in an amount not to exceed $350,000 for the purchase of one (1) medical mobile clinic vehicle for the Public Health Clinic Service (PHCS) School Based Clinics program.

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure up to $350,000 and will be funded by Hospital Enterprise Fund I.

BACKGROUND:
Contra Costa Health's (CCH) Public Health Clinic Service (PHCS) provides medical services to school aged children at various school sites that serve predominantly low-income families in six large school districts in Contra Costa County.

The CCH PHCS Program is committed to providing high-quality healthcare to Contra Costa County's most underserved, underinsured, and uninsured residents through mobile medical and mobile dental clinics. PHCS strives to address the distinct healthcare challenges faced by these vulnerable populations, offering access to essential services, and bridging critical gaps in care. By focusing on those most in need, PHCS aims to reduce health disparities and enhance overall well-being, ensuring that everyone receives the care they deserve.

This vendor was selected on September 5, 2025 from a Request for Proposal (RFP) in coordination with Public Works. Two new medical mobile units would allow PHCS to expand services further, extending our reach and creating more access to medical services, supporting our mission in providing care services throughout Contra Costa County. Approval of this action would allow Fleet Services to purchase one (1) vehicle from this vendor. PHCS plans to purchase the second vehicle at a later date.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, PHCS will be unable to expand services or create greater access to Contra Costa County's underserved populations.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following children's 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.

Additionally, the CCH PHCS Program provides medical services to school aged children at various school sites that serve predominantly low-income families in six large school districts in Contra Costa County. Approving this contract will allow Contra Costa Health (CCH) to increase access to medical services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1536 **Agenda Date:** 4/14/2026 **Agenda #:** C.63.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment to Purchase Order with Priority Healthcare Distribution, Inc. (dba Curascript Specialty Distribution)

☒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, an amendment to purchase order #32757 with Priority Healthcare Distribution, Inc. (dba Curascript Specialty Distribution) to increase the payment limit by $130,000 to a new amount not to exceed $241,271 for the purchase of the opioid use disorder medication Sublocade for the Martinez Detention Facility with no change to the original term ending May 31, 2026.

FISCAL IMPACT:
Approval of this action will result in additional expenditures of up to $130,000 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Priority Healthcare Distribution, Inc. is a pharmaceutical company that provides Sublocade that is used for Opioid Use Disorders (OUD). Detention Health Services will treat patients with OUD and a history of diversion within the Detention setting utilizing Sublocade Injectable. Treatment with Sublocade is effective in reducing withdrawal symptoms and craving for ongoing opiate abuse. In addition, the use of Sublocade will eliminate patients with OUD and diversion from being detoxed off the medication and, therefore, potentially overdosing on Fentanyl within the detention setting.

On May 30, 2025, the Purchasing Agent issued purchase order #32757 with Priority Healthcare Distribution, Inc (dba Curascript Specialty Distribution) in the amount of $111,271 to purchase Sublocade for Detention Health Services for the period from January 1, 2025 through May 31, 2026.

On February 17, 2026 the Purchasing Agent approved the continued use of Priority Healthcare Distribution, Inc. Detention Health Services will be reimbursed for the costs incurred for the implementation of medication assisted treatment for the Incarcerated Population utilizing Sublocade.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the department will not be able to purchase Sublocade for the Martinez Detention Center.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1537 **Agenda Date:** 4/14/2026 **Agenda #:** C.64.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-904-1 with Gold Stallion, Inc. (dba Mariner Advanced Pharmacy)

☒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 #76-904-1 with Gold Stallion, Inc., a corporation, in an amount not to exceed $180,000, to provide compounding services for the Contra Costa Regional Medical Center's (CCRMC) Chemotherapy Infusion Pharmacy, for the period March 1, 2026 through March 1, 2028.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures of up to $180,000 and will be funded, as budgeted by the department, 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
The County has an obligation to provide certain specialized chemotherapy compounding services for the CCRMC Chemotherapy Infusion Pharmacy. This Contractor provides sterile compounded hazardous chemotherapy agents to CCRMC patients in infusion in case of unforeseen closures of the CCRMC Infusion Pharmacy for possible maintenance or emergency reasons. This Contractor has been providing these chemotherapy compounding services for the County since March 2025. Contractor will continue to foster a deep understanding of the CCRMC organizations mission, values, and long-term objectives, under this service Contract.

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 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 March 23, 2026.

On March 25, 2025, the Board of Supervisors approved Contract #76-904 with Gold Stallion, Inc. (dba Mariner Advanced Pharmacy), in an amount not to exceed $180,000, to provide chemotherapy compounding services for the CCRMC's Chemotherapy Infusion Pharmacy, for the period March 1, 2025 through February 28, 2026.

Approval of Contract #76-904-1 will allow the Contractor to continue providing compounding services for the CCRMC's Chemotherapy Infusion Pharmacy through March 1, 2028. This Contract includes a mutual

indemnification provision, which requires each party to indemnify, defend, and hold the other party harmless for claims arising out of the negligence, intentional acts, or omissions of indemnifying party. In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to its reasonable costs of litigation, including reasonable attorney's fees. This Contract also includes our County standard Health Insurance Portability and Accountability Act (HIPAA) of 1996 Business Associate Addendum. This Contract is retroactive due to a delay in the Sole Source approval process and administrative changes within the Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized chemotherapy compounding services for CCRMC patients will not be provided and may risk County not being in compliance with The California State Board of Pharmacy.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1538 **Agenda Date:** 4/14/2026 **Agenda #:** C.65.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Cards for Clients of Public Health Tuberculosis Client Services Program

☒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, up to 20 SaveMart gift cards each with a $100, totaling $2,000 plus applicable shipping up to $100; for a total amount not to exceed $2,100 to incentivize client participation in the Tuberculosis Client Services (TBCS) Program.

FISCAL IMPACT:
This $2,100 expenditure will be funded by the CDPH Tuberculosis Local Assistance Base Award for the Fiscal Year 2025-2026. There will be no impact to the County General fund.

BACKGROUND:
The Contra Costa Health Department's Public Health Division maintains a Tuberculosis Client Services (TBCS) Program which serves all reported TB patients and their contacts in Contra Costa County. Outreach services are provided to engage and support the hard-to-reach and high-risk residents with TB. The TBCS staff work within the Communicable Disease Program in collaboration with the HIV/STI Program, Healthcare for the Homeless Program, the Contra Costa Regional Medical Center and Health Centers, and providers throughout the County. This grant has been awarded to Contra Costa County since 1990. Gift cards are distributed to certain TBCS program clients to help offset barriers that could negatively impact their ability to engage in care, complete TB treatment, and prevent the spread of TB.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CDPH grant funding for food and incentives will be underutilized and TBCS clients will be at risk of falling out of care, losing their housing, and/or not having enough to eat.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1539 **Agenda Date:** 4/14/2026 **Agenda #:** C.66.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-368-4 with Hayward SNF Healthcare, LLC (dba Hayward Gardens 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 Amendment #77-368-4 with Hayward SNF Healthcare, LLC (dba Hayward Gardens Post Acute), a limited liability company, effective January 1, 2026, to amend Contract #77-368-3, to include the Dual Eligible Special Needs Plan (D-SNP) obligations and requirements, 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 $3,000,000 and with no change in the term ending August 31, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $3,000,000 and is funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at an SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. 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 has been a part of the CCHP Provider Network providing SNF services and fostering a deep understanding of the CCHP organizations 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; 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 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.

On September 24, 2024, the Board of Supervisors approved Contract #77-368-3 with Hayward SNF Healthcare, LLC (dba Hayward Gardens Post Acute), in an amount not to exceed $3,000,000, for the provision of SNF services for CCHP members and County recipients for the period September 1, 2024 through August 31, 2027.

Approval of Contract #77-368-4 will allow the Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through August 31, 2027. This Contract Amendment is late due to an oversight on behalf of Division staff.

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.

File #: 26-1540 **Agenda Date:** 4/14/2026 **Agenda #:** C.67.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-464-3 with Malashree Trehan, RDN, MPH (dba Wellness Within)

☒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 #77-464-3 with Malashree Trehan, RDN, MPH (dba Wellness Within), a sole proprietor, in an amount not to exceed $300,000, to provide dietitian and diabetes prevention and self-management program services for Contra Costa Health Plan (CCHP) members and County recipients for the period May 1, 2026 through April 30, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized dietitian services, including diabetes prevention and self-management program services for its members under the terms of their Individual and Group Health Plan Membership Contracts with the County. This Contractor has been a member 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 May 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 and participates in CCHP's Quality Management Program which consist 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.

In May 2024, the Purchasing Services Manager approved and executed Contract #77-464-1 with Malashree Trehan, RDN, MPH (dba Wellness Within), in an amount not to exceed $40,000 for the provision of dietitian services for CCHP members and County recipients, for the period May 1, 2024 through April 30, 2026.

In November 2025, the Purchasing Services Manager approved and executed Contract Amendment #77-464-2

with Malashree Trehan, RDN, MPH (dba Wellness Within), effective January 1, 2026, to include Dual Eligible Special Needs Plan (D-SNP) requirements and obligations, to allow 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 $40,000 or term.

Approval of Contract #77-464-3 will allow the Contractor to continue to provide dietitian and diabetes prevention and self-management program services through April 30, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain dietitian and diabetes prevention and self-management program 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 #: 26-1541 **Agenda Date:** 4/14/2026 **Agenda #:** C.68.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #74-191-24 with West Contra Costa 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 Contract Amendment #74-191-24 with West Contra Costa Unified School District, an educational institution, effective April 30, 2026, to amend Contract #74-191-23, to increase the payment limit by $25,627 from $491,876 to a new payment limit of $517,503 for additional school-based Medi-Cal specialty mental health services for Seriously Emotionally Disturbed (SED) children and their families in West Contra Costa County with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional budgeted expenditures of up to $25,627 and will be funded by 50% Federal Medi-Cal revenues and 50% State Medi-Cal revenues. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services including child-family team facilitators and other wraparound services for SED children and their families; facilitates multi-agency collaborative service delivery; and minimizes the need for crisis services and involvement with the Juvenile Justice System. West Contra Costa Unified School District has been providing wraparound services to families of SED children for the County since July 2002.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and 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. 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 September 9, 2025, the Board of Supervisors approved Contract #74-191-23 with West Contra Costa Unified School District, in an amount not to exceed $491,876, to provide school-based Medi-Cal specialty mental health services for SED children and families in West Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment #74-191-24 will allow the Contractor provide additional school-based Medi-Cal specialty mental health services for SED children and their families through June 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, there will be fewer Medi-Cal Specialty mental health services available for SED children in West Contra Costa County as the County solicits and engages an alternative Contractor.

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 #: 26-1542 **Agenda Date:** 4/14/2026 **Agenda #:** C.69.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-399-25 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions)

☒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/Extension #74-399-25 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), a non-profit corporation, effective April 1, 2026, to amend Contract #74-399-24, to increase the payment limit by $149,795, from $250,000 to a new payment limit of $399,795, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Medi-Cal specialty mental health services for seriously emotionally disturbed (SED) children and youth ages 0-21.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $149,795 and will be funded 100% by Federal Medi-Cal revenues. (Rate increase)

BACKGROUND:
The County has been contracting with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), since September 2010 for their expertise in providing Medi-Cal Specialty mental health services including individual, group and family therapy; case management; and crisis intervention services for SED children and youth. This Contract meets the social needs of the County's population by providing mental health services to adolescents with emotional and behavioral problems to improve school performance, reduce unsafe behavioral practices, and reduce the need for out-of-home placements.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and 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. 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 22, 2025, the Board of Supervisors approved Contract #74-399-24 with Contra Costa Interfaith Transitional Housing, Inc. (dba Hope Solutions), in an amount not to exceed $250,000, for the provision of

Medi-Cal specialty mental health services for SED children and youth ages 0-21, for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-399-25 will allow the Contractor to continue provide services through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, SED youth will have reduced access to the mental health services provided by Contractor, including individual, group and family therapy; case management; and crisis intervention services.

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 #: 26-1543 **Agenda Date:** 4/14/2026 **Agenda #:** C.70.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-353-17 with Lifelong Medical Care

☒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/Extension #74-353-17 with Lifelong Medical Care, a non-profit corporation, effective June 30, 2026, to amend Contract #74-353-16, to increase the payment limit by $82,775, from $162,303 to a new payment limit of $245,078, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for isolated older adults in West Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $82,775 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing BHSA-PEI services to isolated older adults in West Contra Costa County including implementation of Contractor's SNAP Program. This program provides opportunities for social engagement and linkage to mental health and social services. This Contractor has been providing services to the county since July 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified

in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

In July 2025, the Purchasing Services Manager approved and executed Contract #74-353-16 with Lifelong Medical Care in an amount not to exceed $162,303, for the provision of BHSA-PEI services for isolated older adults in West Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-353-17 will allow the Contractor to provide additional BHSA -PEI services to isolated older adults in West Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment/Extension is not approved, there will be fewer mental health and wellness services available to isolated older adults in West Contra Costa County resulting in greater isolation within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1544 **Agenda Date:** 4/14/2026 **Agenda #:** C.71.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment #76-852-2 with Code 3 Entertainment Services, LLC (dba Code 3 Transportation)

☒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 Amendment #76-852-2 with Code 3 Entertainment Services, LLC (dba Code 3 Transportation), a limited liability company, effective February 1, 2026, to amend Contract #76-852 (as amended by Contract Amendment #76-852-1), to increase the payment limit by $1,784,418, from $1,805,000 to a new payment limit of $3,589,418 to include additional shuttle service locations for County staff working at Contra Costa Regional Medical Center (CCRMC) and Martinez Health Center (MHC), with no change in the original term of January 1, 2024 through December 31, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional expenditures of up to $1,784,418 as budgeted by the department and funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:
Parking is limited on the CCRMC campus, and a shuttle service is necessary to alleviate the parking constraints and allow for more patient parking. The shuttle service transports County staff working at CCRMC and MHC to and from the Summit Center and CCRMC and MHC on a regular schedule between the hours of 6:30 a.m. and 11:30 p.m., Monday through Friday.

Contractor has provided shuttle services for County staff working at CCRMC and MHC since January 1, 2024. 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. 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.

On January 9, 2024, the Board of Supervisors approved Contract #76-852 with Code 3 Entertainment Services, LLC (dba Code 3 Transportation), in an amount not to exceed $1,805,000, for the provision of shuttle services to staff working at CCRMC and MHC to allow more parking for patients for the period January 1, 2024 through December 31, 2026.

On July 23, 2024, the Board of Supervisors approved Contract Amendment #76-852-1 with Code 3

Entertainment Services, LLC (dba Code 3 Transportation), effective January 1, 2024, to correct rates for after-hours, weekend, and holiday shuttle services for staff working at CCRMC and MHC with no change in the payment limit of $1,805,000 and no change in the term.

Approval of Contract Amendment #76-852-2 will allow Contractor to provide shuttle services at additional locations through December 31, 2026. This Contract Amendment was delayed due to extended negotiations between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the Contractor will not provide shuttle services at the additional locations which will impact patient parking at CCRMC and MHC.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1545 **Agenda Date:** 4/14/2026 **Agenda #:** C.72.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-376-17 with Center for Human Development

☒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/Extension #74-376-17 with Center for Human Development, a non-profit corporation, effective June 30, 2026, to amend Contract #74-376-16, to increase the payment limit by $99,326, from $194,756 to a new payment limit of $294,082, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for underserved cultural communities in East Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $99,326 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing BHSA-PEI services to underserved cultural communities and youth in East County including implementation of Contractor's African American Wellness Program and Empowerment Program. These programs will promote physical wellness and mental health in the African American community and emotional health and community connections among Lesbian, Gay, Bisexual, Transgendered, and Queer (LGBTQ) youth and their allies. This Contractor has been providing services to the county since July 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in

providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

In July 2025, the Purchasing Services Manger approved and executed Contract #74-376-16 with Center for Human Development in an amount not to exceed $194,756, for the provision of BHSA-PEI services to underserved cultural communities in East Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-376-17 will allow the Contractor to continue to provide BHSA-PEI services to underserved cultural communities in East Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment/Extension is not approved, there will be fewer mental health and wellness services available to underserved African American communities and LGBTQ youth in East Contra Costa County resulting in greater isolation within the community.

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 #: 26-1546 **Agenda Date:** 4/14/2026 **Agenda #:** C.73.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Interagency Amendment/Extension #74-373-17 with Martinez 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 Amendment/Extension #74-373-17 with Martinez Unified School District (MUSD), an educational institution, effective June 30, 2026, to amend Interagency Agreement #74-373-16, to increase the payment limit by $114,144, from $223,812 to a new payment limit of $337,956, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for underserved and at-risk students.

FISCAL IMPACT:
Approval of this Amendment/Extension will result in additional expenditures of up to $114,144 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing BHSA-PEI services. Contractor has been providing these services since July 1, 2009. The CORE (Community Optimizing Resources for Empowerment) Program is facilitated through MUSD and Vicente Martinez High School (VMHS) to assist Contra Costa Behavioral Health (CCBH) in implementing the CORE Program at Vicente Martinez High School and Briones School provides underserved, at-risk students in grades 9-12 with a variety of integrated experiential and leadership opportunities that promote mental health wellness in ways that are non-stigmatizing and non-discriminatory. These opportunities support social, emotional and behavioral health, career exposure and personal and academic growth while also encouraging, linking and increasing student access to direct mental health services.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On July 22, 2025, the Board of Supervisors approved Interagency Agreement #74-373-16 with MUSD in an amount not to exceed $223,812, for the provision of BHSA-PEI services for underserved and at-risk students for the period July 1, 2025 through June 30, 2026.

Approval of Interagency Amendment/Extension #74-373-17 will allow the Contractor to provide additional BHSA-PEI for services underserved and at-risk students through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, there would be no program to provide integrated experiential and leadership opportunities to continuation high school students to promote mental health wellness in ways that are non-stigmatizing and non-discriminatory.

CHILDREN'S IMPACT STATEMENT:
This Contract 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) and placement at discharge to a lower level of care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1547 **Agenda Date:** 4/14/2026 **Agenda #:** C.74.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-379-18 with People Who Care Children Association

☒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/Extension #74-379-18 with People Who Care Children Association, a non-profit corporation, effective June 30, 2026, to amend Contract #74-379-17, to increase the payment limit by $216,944, from $425,379 to a new payment limit of $642,323, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for at-risk youth in East Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $216,944 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of county's population by engaging at-risk youth in East Contra Costa County by providing green job industry work experience, financial literacy and vocational training for 200 multicultural youth residing in the Pittsburg/Bay Point, Antioch and surrounding communities. Contractor's programs are aimed at increasing educational success among youth who are either at-risk or high-risk of dropping out of school or committing a repeat offense. People Who Care Children Association has been providing BHSA PEI services since July 1, 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in

providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On October 21, 2025, the Board of Supervisors approved Contract #74-379-17 with People Who Care Children Association in an amount not to exceed $162,303, for the provision of BHSA-PEI services for at-risk youth in East County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension Agreement #74-379-18 will allow the Contractor to provide additional BHSA-PEI services to at-risk youth in East Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment/Extension is not approved, at risk youth from East Contra Costa County will have reduced access to job training and other programs, aimed at increasing educational success.

CHILDREN'S IMPACT STATEMENT:
This BHSA-PEI 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 #: 26-1548 **Agenda Date:** 4/14/2026 **Agenda #:** C.75.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-015-8 with Golden State Dermatology Associates 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 Amendment #77-015-8 with Golden State Dermatology Associates Inc., a corporation, effective May 1, 2026, to amend Contract #77-015-6 (as amended by Contract Amendment #77-015-7), to increase the payment limit by $90,000, from $6,090,000 to a new payment limit of $6,180,000, to provide additional surgery services, in addition to dermatology, otolaryngology and vein services for Contra Costa Health Plan (CCHP) members and County recipients with no change in the term ending March 31, 2028.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $90,000 as budgeted by the department and funded 100% by CCHP Enterprise Fund II revenues. (Additional rates)

BACKGROUND:
CCHP has an obligation to provide certain dermatology, otolaryngology, vein, and gender affirming surgery 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 organizations mission, values, and long-term objectives since April 1, 2016. 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 CCHP Physician services are exempt from solicitation requirements.

On March 25, 2025 the Board of Supervisors approved Contract #77-015-6 with Golden State Dermatology Associates Inc. in an amount not to exceed $6,000,000 for the provision of dermatology, otolaryngology and gender affirming surgery services for CCHP members and County recipients for the period April 1, 2025 through March 31, 2028.

On February 10, 2026 the Board of Supervisors approved Contract Amendment #77-015-7, effective February

1, 2026, to increase the payment limit by $90,000 to a new payment limit of $6,090,000 to include vein services in addition to dermatology otolaryngology and gender affirming surgery services with no change in the term.

Approval of Contract Amendment #77-015-8 will allow the Contractor to provide additional gender affirming surgery services including facial and body contouring and hair grafting in addition to dermatology, otolaryngology, and vein services for CCHP members and County recipients through March 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, certain specialized gender affirming surgery services including facial and body contouring and hair grafting, in addition to dermatology, otolaryngology, and vein, services for CCHP 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 #: 26-1549 **Agenda Date:** 4/14/2026 **Agenda #:** C.76.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-356-18 with Child Abuse Prevention Council of Contra Costa County

☒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/Extension #74-356-18 with Child Abuse Prevention Council of Contra Consta County, a non-profit corporation, effective June 30, 2026, to amend Contract #74-356-17, to increase the payment limit by $108,141, from $212,041 to a new payment limit of $320,182, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for Spanish speaking families in Central and East Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $108,141 and will be funded 85% by BHSA-PEI and 15% by Behavioral Health Student Services Act revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This BHSA-PEI Contract meets the social needs of County's population by providing evidence-based curriculum of culturally, linguistically, and developmentally appropriate parenting classes to Spanish speaking families in East Contra Costa County and Central Contra Costa County's Monument Corridor. This contract continues the parent education work of the prevention and early intervention program of the mental health services act. Classes will be provided for parents and children under 5-years of age. The curriculum will immerse parents in ongoing training, free of charge, designed to build new skills and alter old behavioral patterns intended to strengthen families and support the healthy development of their children in their own neighborhoods. This also includes the Nurturing Parenting for Wellness in Schools Program (WISP). This Contractor has been providing services for the County since July 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On November 4, 2025, the Board of Supervisors approved Contract #74-356-17 with Child Abuse Prevention Council of Contra Costa County, in an amount not to exceed $212,041 for the provision of BHSA-PEI services for Spanish speaking families in Central and East Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension Agreement #74-356-18 will allow the Contractor to provide additional BHSA-PEI services through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment/Extension is not approved, the BHSA-PEI 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.

CHILDREN'S IMPACT STATEMENT:
This BHSA-PEI program supports the following Board of Supervisors' community outcomes: "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 increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1550 **Agenda Date:** 4/14/2026 **Agenda #:** C.77.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-554-11 with NAMI Contra Costa

☒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/Extension #74-554-11 with NAMI Contra Costa, a non-profit corporation, effective June 30, 2026, to amend Contract #74-554-10, to increase the payment limit by $379,742, from $744,591 to a new payment limit of $1,124,333, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Family Volunteer Network Program services for families in Contra Costa County who have loved ones with Severe and Persistent Mental Illness (SPMI).

FISCAL IMPACT:
Approval of this Amendment/Extension will result in additional expenditures of up to $379,742 and will be funded 100% by Behavioral Health Services Act (BHSA) revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
The Behavioral Health Services Department has been contracting with NAMI Contra Costa since January 2018 to develop and implement a Family Volunteer Network Program which will provide consultation and support to families in Contra Costa County who have loved ones with SPMI. This program will address the unique needs of the participants in developing coping strategies and handling challenges posed by mental illness within their families.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the

opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On July 8, 2025, the Board of Supervisors approved Contract #74-554-10 with NAMI Contra Costa, in an amount not to exceed $744,591, for the provision of Family Volunteer Network Program services for families in Contra Costa County, who have loved ones with SPMI, for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension Agreement #74-554-11 will allow the Contractor to continue to provide services through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment/Extension is not approved, families will not receive the support they need from this provider to support loved ones with SPMI.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1551 **Agenda Date:** 4/14/2026 **Agenda #:** C.78.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-405-16 with Lao Family Community Development 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 Amendment/Extension #74-405-16 with Lao Family Community Development Inc., a non-profit corporation, effective June 30, 2026, to amend Contract #74-405-15, to increase the payment limit by $120,514, from $236,304 to a new payment limit of $356,818, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for diverse refugee, immigrant, limited English and low income U.S. born community members in Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $120,514 and will be funded 100% by BHSA revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing BHSA-PEI services to the underserved Asian and Southeast Asian immigrant and refugee population in Contra Costa County. These services are aimed to help support older adults and their families by strengthening their communication and positively impacting the health and mental health of program participants. This Contractor has been providing these BHSA-PEI services since July 2010.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in

providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On July 8, 2025, the Board of Supervisors approved Contract #74-405-15 with Lao Family Community Development Inc., in an amount not to exceed $236,304, for the provision of BHSA-PEI services for diverse refugee, immigrant, limited English and low income U.S. born community members in Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension Agreement #74-405-16 will allow the Contractor to provide additional BHSA-PEI services to diverse refugee, immigrant, limited English and low income U.S. born community members in Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment/Extension is not approved, BHSA-PEI services and support programs will be delayed leading to reduced level of services for County's mental health clients.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1552 **Agenda Date:** 4/14/2026 **Agenda #:** C.79.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-633-3 with Leena Ray, M.D.

☒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 #76-633-3 with Leena Ray, M.D., an individual, in an amount not to exceed $555,000, to provide nephrology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period April 1, 2026 through March 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $555,000 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 relies on Contractors to provide necessary specialty health services to its patients. Contractor will provide nephrology services including, but not limited to: clinic coverage, consultation, medical procedures, and on-call coverage. CCRMC has been contracting with this Contractor for Nephrology services since April 2023. 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. 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. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from Solicitation requirements.

On April 24, 2023, the Board of Supervisors approved Contract #76-633-1 with Leena Ray, M.D., in an amount not to exceed $540,000, for the provision of nephrology services at CCRMC and Contra Costa Health Centers, for the period April 1, 2023 through March 31, 2026.

On November 28, 2023, the Board of Supervisors approved Contract Amendment #76-633-2 with Leena Ray, M.D., effective November 1, 2023, to provide additional administrative hours for nephrology services at CCRMC and Contra Costa Health Centers with no change in the payment limit of $540,000 or term.

Approval of Contract #76-633-3 will allow the Contractor to continue to provide nephrology services at CCRMC and Contra Costa Health Centers through March 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, the necessary specialty nephrology 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 #: 26-1553 **Agenda Date:** 4/14/2026 **Agenda #:** C.80.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Interagency Agreement #23-299-18 with City of El Cerrito for its Fire Department

☒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 #23-299-18 with the City of El Cerrito for its Fire Department, a municipal corporation, in an amount not to exceed $77,142, for prehospital emergency medical first responder services within the City of El Cerrito and the Kensington Fire Protection District, for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $77,142 funded 100% by CSA EM-1 (Measure H).

BACKGROUND:
County Service Area EM-1 was established in 1989 to provide enhanced emergency medical services, including rapid paramedic-staffed ambulance response, to the residents of Contra Costa County. On May 14, 2013, the Board of Supervisors authorized the County's Health Services Emergency Medical Services (EMS) Division approval of CSA EM-1 fire agency funding, based on a population-based funding formula, to partially offset cost to the to fire agencies providing first responder paramedic services in Zone B.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code §§ 1797 et seq. EMS'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, Interagency Agreements are exempt from solicitation requirements.

On July 12, 2022, the Board of Supervisors approved Interagency Agreement #23-299-16 with the City of El Cerrito for its Fire Department, in an amount not to exceed $231,426, for the provision of prehospital emergency medical first responder services within the City of El Cerrito and the Kensington Fire Protection District for the period July 1, 2022 through June 30, 2025.

On June 24, 2025, the Board of Supervisors approved Interagency Amendment/Extension #23-299-17 with the City of El Cerrito for its Fire Department, to increase the payment limit by $109,851, from $231,246 to $341,477 and extend the term through June 30, 2026, for additional prehospital emergency medical first

responder services within the City of El Cerrito and the Kensington Fire Protection District.

Approval of Interagency Agreement #23-299-18 will allow the Agency to continue to provide prehospital emergency medical first responder services, through June 30, 2027. This Contract includes mutual indemnification to hold both parties harmless for any claims arising out of the performance of the Contract.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County will not receive prehospital emergency medical first responder services within the City of El Cerrito and the Kensington Fire Protection District from Agency.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1554 **Agenda Date:** 4/14/2026 **Agenda #:** C.81.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Interagency Agreement #23-228-16 with Moraga-Orinda Fire Protection 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 #23-228-16 with the Moraga-Orinda Fire Protection District (MOFPD), a public agency, in an amount not to exceed $89,508, for prehospital emergency medical first responder services within the cities of Moraga and Orinda, for the period July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $89,508 funded 100% by CSA EM-1 (Measure H).

BACKGROUND:
Moraga Fire Protection District has provided paramedic ambulance services in Emergency Response Area 3 continuously since 1971 and has provided this service at the paramedic level since initiation of paramedic services in Contra Costa County in 1977. In July 1997, Moraga and Orinda Fire Districts consolidated into one new district.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code §§ 1797 et seq. EMS'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, Interagency Agreements are exempt from solicitation requirements.

On October 4, 2022, the Board of Supervisors approved Interagency Agreement #23-228-14 with MOFPD, in an amount not to exceed $268,524, for the provision of prehospital emergency medical first responder services for the period October 1, 2022 through September 30, 2025.

On September 16, 2025, the Board of Supervisors approved Interagency Amendment/Extension #23-228-15 with MOFPD, effective June 24, 2025, to increase the payment limit by $89,508 from $268,524 to $358,032 and extend the term through June 30, 2026, for additional prehospital emergency medical first responder services within the cities of Moraga and Orinda.

Approval of Interagency Agreement #23-228-16 will allow MOFPD to continue to provide prehospital emergency medical first responder services through June 30, 2027. This Contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, County will not receive MOFPD's prehospital emergency medical first responder services within the cities of Moraga and Orinda.

File #: 26-1555 **Agenda Date:** 4/14/2026 **Agenda #:** C.82.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-556-10 with Laboratory Corporation of America

☒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 #76-556-10 with Laboratory Corporation of America, a corporation, to amend Contract #76-556-5 (as amended by Contract Amendments #76-556-6 through #76-556-9), effective March 1, 2026, to increase the payment limit by $90,000, from $625,000 to a new payment limit of $715,000, for additional outside laboratory testing services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the term ending April 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional expenditures of up to $90,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide laboratory testing services to patients. On occasion, the County contracts with outside laboratory testing services in order to provide testing that requires special equipment not available at County facilities. CCRMC's Pathology laboratory sends out test(s) for consultation, such as Human papillomavirus (HPV) for pap co-test, Immunohistochemistry (IHC) for diagnostic treatment of disease, HER2FISH for breast treatment and flow cytometry for diagnosis of leukemia as well as clinical lab testing when needed. This Contractor has been providing outside clinical laboratory testing services for CCRMC since May 2017.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor is a member of the Vizient Group Purchasing Organization (GPO) and per Administrative Bulletin 600.3, GPO members are exempt from solicitation requirements.

On October 3, 2023, the Board of Supervisors approved Contract #76-556-5 with Laboratory Corporation of America, in an amount not to exceed $325,000 to provide outside laboratory testing services, including HER2FISH test for breast cancer treatment, and flow cytometry test for leukemia treatment for the period from May 1, 2023 through April 30, 2026.

On September 24, 2024, the Board of Supervisors approved Contract Amendment #76-556-6 with Laboratory

Corporation of America, effective September 1, 2024, to provide additional outside laboratory testing services, with no change in the payment limit or term.

On December 17, 2024 the Board of Supervisors approved Contract Amendment #76-556-7 with Laboratory Corporation of America, effective December 1, 2024, to incorporate a Laboratory Interface System Agreement for outside laboratory testing services with no change in the payment limit or term.

On June 10, 2025 the Board of Supervisors approved Contract Amendment #76-556-8 with Laboratory Corporation of America, effective April 1 2025, to increase the payment limit by $300,000 to a new total of $625,000 for additional outside with no change in the term through April 30, 2026.

On March 3, 2026 the Board of Supervisors approved Contract Amendment #76-556-9 with Laboratory Corporation of America, effective January 1, 2026, to provide additional outside laboratory testing services, with no change to the payment limit or term.

Approval of Contract Amendment #76-556-10 will allow the Contractor to provide additional outside laboratory testing services, including but not limited to, advanced molecular testing, H pylori breath tests, cancer diagnostic markers, and various immunofluorescent testing through April 30, 2026. This Contract Amendment is submitted retroactively due to lack of real time knowledge of expenditures.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract amendment is not approved, Contractor will not be paid for additional outside laboratory testing services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1556 **Agenda Date:** 4/14/2026 **Agenda #:** C.83.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-282-3 with Continuum Care Hospice, LLC (dba Continuum Hospice)

☒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 #77-282-3 with Continuum Care Hospice, LLC (dba Continuum Hospice), a limited liability company, in an amount not to exceed $3,000,000, to provide hospice and palliative care services for Contra Costa Health Plan (CCHP) members and County recipients, for the period May 1, 2026 through April 30, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $3,000,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain hospice and palliative care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Hospice care focuses on the care, comfort, and quality of life of a person with a serious illness who is approaching the end of life. Hospice services are performed by Contractor's doctors, nurses and other health care professionals, including physical, occupational, respiratory and speech therapists. Palliative care is a specialized form of care that provides symptom relief, comfort and support to people living with serious or chronic illnesses. It also provides support to caregivers and those impacted by a loved one's condition. 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 May 2020.

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. 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 18, 2023, the Board of Supervisors approved Contract #77-282-1 with Continuum Care Hospice, LLC (dba Continuum Hospice), in an amount not to exceed $390,000, for the provision of hospice and palliative care

services for CCHP members and County recipients, for the period May 1, 2023 through April 30, 2026.

On October 7, 2025, the Board of Supervisors approved Contract Amendment #77-282-2 with Continuum Care Hospice, LLC (dba Continuum Hospice), effective January 1, 2026, to include Dual Eligible Special Needs Plan (D-SNP) requirements and obligations, to allow Contractor to provide specialized care to beneficiaries who are dully eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no-change in the payment limit of $390,000 or term.

Approval of Contract #77-282-3 will allow the Contractor to continue providing hospice and palliative care services for CCHP members and County recipients through April 30, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain hospice and palliative 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 #: 26-1557 **Agenda Date:** 4/14/2026 **Agenda #:** C.84.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #72-153-6 with Aspiranet

☒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 #72-156-6 with Aspiranet, a non-profit corporation, effective January 1, 2026, to amend Contract #72-156-3 (as amended by Contract Extensions #72-156-4 and #72-156-5), to increase the payment limit by $150,000, from $190,000 to a new payment limit of $340,000, for additional Partners in Pregnancy, Fatherhood Program services to promote positive birth outcomes and to develop strong family bonds for babies in the African American community of Contra Costa County with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional service expenditures of up to $150,000 and will be funded 100% by the California Department of Public Health funds Perinatal Equity Initiative. (No rate increase)

BACKGROUND:
California Department of Public Health (CDPH), Family, Maternal, and Child Health (FMCH), and the Contra Costa Health (CCH) Perinatal Equity Initiative (PEI) Community Advisory Board (CAB) have identified a Fatherhood Program as an intervention to address perinatal health disparities in the community, expectant, new and non-custodial fathers and their families, to promote positive birth outcomes, and to develop strong family bonds for babies in the African American community of Contra Costa County. This Contractor has been a part of the County providing these services and fostering a deep understanding of the Public Health organization's mission, values, and long-term objectives since October 2020.

In December 2024, the Purchasing Services Manager approved and executed Contract #72-156-3 with Aspiranet, in an amount not to exceed $190,000, for the provision of the Partners in Pregnancy, Fatherhood Program services which promotes positive birth outcomes and develops strong family bonds in the African American community of Contra Costa County, for the period October 1, 2024 through September 30, 2025.

In September 2025, the Purchasing Services Manager approved and executed Contract Extension #72-156-4 with Aspiranet, to extend the termination date from September 30, 2025 to December 31, 2025, with no change in the original payment limit of $190,000, to continue to provide Partners in Pregnancy, Fatherhood Program services for the African American community of Contra Costa County.

In December 2025, the Purchasing Services Manager approved and executed Contract Extension #72-156-5 with Aspiranet, to extend the termination date from December 31, 2025 to June 30, 2026, with no change in the original payment limit of $190,000, to continue to provide Partners in Pregnancy, Fatherhood Program services for the African American community of Contra Costa County.

Approval of Contract Amendment #72-153-6 will allow the Contractor to provide additional Fatherhood Program services through June 30, 2026. The delay of this Contract Amendment was due to a clerical oversite on behalf of Division staff.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the African American community of Contra Costa County will not receive the benefits in being part of the Fatherhood Program to help develop strong family bonds for babies in this community.

CHILDREN'S IMPACT STATEMENT:
This Contract supports the following Board of Supervisors' community outcomes: "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 increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1558 **Agenda Date:** 4/14/2026 **Agenda #:** C.85.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-440-3 with ABL Health Care, 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 #77-440-3 with ABL Health Care, LLC, a limited liability company, in an amount not to exceed $600,000, to provide home health care services for Contra Costa Health Plan (CCHP) members and County recipients for the period March 1, 2026 through February 29, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $600,000 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 home health care services, for its members under the terms of their Individual and Group Health Plan membership Contracts with the County. This Contractor has been a part of the CCHP Provider Network providing these services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since March 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 there is no conflict with labor relations. Contractor 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 February 27, 2024, the Board of Supervisors approved Contract #77-440-1 with ABL Health Care, LLC, in an amount not to exceed $300,000, for the provision of home health care services for CCHP members and County recipients, for the period March 1, 2024 through February 28, 2026.

On October 7, 2025, the Board of Supervisors approved Contract Amendment #77-440-2 with ABL Health Care, LLC, effective January 1, 2026, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing the Contractor to provide specialized care to beneficiaries who are dully eligible for Medicare and Medi-Cal and

offer care coordination and wrap-around services, with no change in the original payment limit or term.

Approval of Contract #77-440-3, will allow the Contractor to continue to provide home health care services for CCHP members through February 29, 2028. This Contract was delayed due to the Contractor not returning required forms to Division in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized home health care services for CCHP members under the terms of their Individual and Group Health Plan membership Contract with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1559 **Agenda Date:** 4/14/2026 **Agenda #:** C.86.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-697-4 with Daniel Oberlin M.D., Professional 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 #76-697-4 with Daniel Oberlin M.D., Professional Corporation, in an amount not to exceed $1,140,000, to provide Urologic Oncology Services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from May 1, 2026 through April 30, 2029.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to $1,140,000 over a 3-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, Contra Costa Regional Medical Center and Contra Costa Health Centers rely on Contractors to provide necessary specialty health services to their patients. CCRMC has contracted with Daniel Oberlin M.D., Professional Corporation for urologic oncology specialty services since May 1, 2020. 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. 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. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from Solicitation requirements.

On April 27, 2021, the Board of Supervisors approved Contract #76-697-1 with Daniel T. Oberlin M.D., in an amount not to exceed $930,000 for the provision of urologic oncology services at CCRMC and Health Centers, for the period May 1, 2021 through April 30, 2024.

On November 29, 2022, the Board of Supervisors approved Amendment Agreement #76-697-2 with Daniel T. Oberlin M.D., effective November 1, 2022, to increase the payment limit by $30,000, from $930,000 to a new payment limit of $960,000 with no change in the term of May 1, 2021 through April 30, 2024.

On June 4, 2024, the Board of Supervisors approved Contract #76-697-3 with Daniel Oberlin M.D., Professional Corporation, in an amount not to exceed $750,000 for the provision of urologic oncology services at CCRMC and Health Centers, for the period May 1, 2024 through April 30, 2026.

Approval of Contract #76-697-4 will allow the Contractor to continue to provide urologic oncology services through April 30, 2029.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, certain specialized urologic oncology services for CCRMC and Contra Costa Health Centers patients will not be provided and/or may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1560 **Agenda Date:** 4/14/2026 **Agenda #:** C.87.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-495-18 with Berkeley Youth Alternatives

☒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/Extension #74-495-18 with Berkeley Youth Alternatives, a non-profit corporation, effective April 1, 2026, to amend Contract #74-495-17, to increase the payment limit by $89,865, from $120,000 to a new payment limit of $209,865, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional school-based mental health services for Seriously Emotionally Disturbed (SED) children and their families in Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $89,865 and will be funded 100% by Federal Medi-Cal revenues. (Rate increase)

BACKGROUND:
This Contract meets the social needs of the county's population by providing school and community based mental health services, including assessments; individual, group and family therapy; Intensive Care Coordination/Child and Family Teams (ICC-CFT) services; case management; outreach; and crisis intervention services for SED children and their families. The Behavioral Health Services Department has been contracting with Berkeley Youth Alternatives since July 2015.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and 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. 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.

In July 2025, the Purchasing Services Manager approved and executed Contract #74-495-17 with Berkeley Youth Alternatives, in an amount not to exceed $120,000, for the provision of school-based mental health services for SED children and their families in Contra Costa County, for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-495-18 will allow the Contractor to continue to provide school-based mental health services through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, SED children and their families will have reduced access to mental health treatment services possibly resulting in higher levels of care and placement.

CHILDREN'S IMPACT STATEMENT:
This Contract 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) and placement at discharge to a lower level of care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1561 **Agenda Date:** 4/14/2026 **Agenda #:** C.88.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #24-707-74 with VistAbility (dba Lynn 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 Amendment/Extension #24-707-74 with VistAbility (dba Lynn Center), a non-profit corporation, effective April 1, 2026, to amend Contract #24-707-73, to increase the payment limit by $1,714,158, from $2,400,000 to a new payment limit of $4,114,158, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Medi-Cal specialty mental health services for children who are Seriously Emotionally Disturbed (SED) in East Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $1,714,158 and will be funded 100% by Federal Medi-Cal revenues. (Rate increase)

BACKGROUND:
This Contract meets the social needs of the County's population by providing mental health services for preschoolers with measurable delays in interpersonal, social/emotional, language and cognitive development, and for children who are at risk for such delays, including abused, developmentally delayed, SED and environmentally deprived children who do not meet the criteria for any categorical funding source for services. The County has been contracting with VistAbility (dba Lynn Center) since July 1974.

This Contract is entered into under and subject to the following legal authorities: Welfare and Institutions Code, § 5600 et seq. (The Bronzan McCorquodale Act); California Code of Regulations ("CCR"), Title 9, § 523 et seq. (Community Mental Health Services) and 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. 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 22, 2025, the Board of Supervisors approved Contract #24-707-73 with VistAbility (dba Lynn Center), in an amount not to exceed $2,400,000, for the provision Medi-Cal specialty mental health services for SED children in East Contra Costa County, for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension Agreement #24-707-74 will allow the Contractor to continue to provide services through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, SED children within East Contra Costa County will have reduced access to mental health services as the County solicits and engages an alternative Contractor.

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 #: 26-1562 **Agenda Date:** 4/14/2026 **Agenda #:** C.89.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-596-2 with The Reutlinger Community

☒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 #77-596-2 with The Reutlinger Community, a non-profit corporation, in an amount not to exceed $8,000,000, to provide Skilled Nursing Facility (SNF) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period April 1, 2026 through March 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $8,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain SNF 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 a SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. Contractor's proven track record and established reputation within the medical community mitigates potential risks associated with CCCHP's success and patient well-being. This Contractor has been a part of the CCHP Provider Network providing SNF services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since August 2023.

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 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.

On March 19, 2024, the Board of Supervisors approved Contract #77-596 with The Reutlinger Community, in an amount not to exceed $600,000, for the provision of SNF services for CCHP members and County recipients, for the period April 1, 2024 through March 31, 2026.

On October 7, 2025, the Board of Supervisors approved Contract Amendment #77-596-1 with The Reutlinger Community, effective January 1, 2026, to include Dual Eligible Special Needs Plan (D-SNP) requirements and obligations, to allow Contractor to provide specialized care to beneficiaries who are dully eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no-change in the payment limit of $600,000 or term ending March 31, 2026.

Approval of Contract #77-596-2 will allow the Contractor to continue providing SNF services for CCHP members and County recipients through March 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain SNF 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 #: 26-1563 **Agenda Date:** 4/14/2026 **Agenda #:** C.90.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Grant Agreement #78-071-1 with California Department of Housing and Community Development

☒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 Grant Amendment #78-071-1 with California Department of Housing and Community Development (HCD), to amend Grant Agreement #78-071, to modify the Contract provisions to conform to HCD's requirements including the state's updated budget detail, terms and conditions and to extend the termination date from April 15, 2029 to April 30, 2029 for homeless outreach services, interim shelter and permanent supportive housing through the Encampment Resolution Fund (ERF) in the City of San Pablo with no change in the amount payable to the County of $5,708,517.

FISCAL IMPACT:
This Grant Amendment will not impact the amount payable to the County of up to $5,708,517 over a 4-year period. There is no required County match.

BACKGROUND:
This grant award was provided to Health, Housing, and Homeless Services (H3) to implement pathways for permanent housing through ERF services in the City of San Pablo. This grant funding will support the recruitment, hiring, onboarding, training, and salaries of a total of fifteen (15) staff members for approximately three (3) years of program operations. Additional staffing will aim to increase H3's ability to provide a range of options including interim shelter (non-congregate) and permanent housing opportunities to encampment residents in San Pablo. ERF funding will also support the construction of twenty (20) modular units located on the Brookside Shelter campus in Richmond and expand County's CORE program.

This ERF project for the encampment in San Pablo has been prioritized due to being a "legacy" encampment in Contra Costa County and presents existing high health and safety risks to residents and the local community. Previous and existing partnerships with the San Pablo Police Department and local providers have been in place for years, and the encampment has remained active due to high housing costs, limited ongoing engagement, and difficulty accessing the encampment. The encampment is hidden among dense and dry vegetation in San Pablo, posing safety risks such as risk of fire and encampment residents are at risk for chronic health conditions from exposure. Many residents are on probation or parole, and many have low to no income, creating high and near-impassable barriers to housing. Over the past year, at least 50 encampment residents have engaged with existing CORE Homeless Outreach teams and local organizations to obtain homeless services. With ERF

funding, H3 can create a new full-time CORE team dedicated to this encampment.
On February 2, 2024, the Board of Supervisors approved the Health Services Director, or designee, to apply for funding from the California Interagency Council on Homelessness, in an amount not to exceed $20,000,000 to support new programs including Diversion, Outreach, Interim Housing, Bridge Housing, Rapid Rehousing, Shallow Subsidy, Permanent Supportive Housing, and Administration of these program.

On January 14, 2025, the Board of Supervisors approved Grant Agreement #78-071 with HCD to receive funding in an amount not to exceed $5,708,517 for the provision homeless outreach services, interim shelter, and permanent supportive housing for encampment residents through April 15, 2029. The Agreement included an indemnification provision requiring County to indemnify, defend and save harmless the State for any claims arising out of County's performance under the Agreement.

Approval of Grant Amendment #78-071-1 will update HCD's terms and conditions and extend the termination date through June 30, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Grant Amendment is not approved, the budget detail and terms and conditions will not be updated and the County risks being non-compliant with state grant requirements, and may face delays or termination of the funds.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1564 **Agenda Date:** 4/14/2026 **Agenda #:** C.91.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #26-792-10 with Edward Y. Tang, M.D. 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 #26-792-10 with Edward Y. Tang M.D., Inc., a corporation, in an amount not to exceed $1,485,000 to provide orthopedic services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from April 1, 2026 through March 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $1,485,000 over a 3-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 relies on Contractors to provide necessary specialty health services to its patients. The County has contracted with Edward Y. Tang M.D., Inc. for orthopedic specialty services since March 2015.

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. Division Contract monitoring staff meet on a regular basis to ensure monitoring of performance measures set forth in the contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from solicitation requirements.

On April 8, 2023, the Board of Supervisors approved Contract #26-792-9 with Edward Tang, M.D. Inc., in an amount not to exceed $1,410,000, for the provision of orthopedic services including, consultation, training, on-call coverage and medical/surgical procedures, at CCRMC and Contra Costa Health Centers, for the period April 1, 2023 through March 31, 2026.

Approval of Contract #26-792-10 will allow the Contractor to continue providing orthopedic services at CCRMC and Contra Costa Health Centers, through March 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the necessary specialty orthopedic 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 #: 26-1565 **Agenda Date:** 4/14/2026 **Agenda #:** C.92.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-803 with BDx Solutions, 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 #77-803 with BDx Solutions, Inc., a corporation, in an amount not to exceed $300,000, to provide independent diagnostic testing facility (IDTF) services, including ambulatory cardiac monitoring, for Contra Costa Health Plan (CCHP) members and County recipients, for the period April 1, 2026 through March 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $300,000 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 IDTF health care services, including but not limited, to ambulatory cardiac monitoring under the terms of their Individual and Group Health Plan membership contracts with the County. This is a new Contractor who will be part of the CCHP Provider Network providing these specialized IDTF services and fostering a deep understanding of the CCHP organization's, mission, values, and long-term objectives starting April 1, 2026.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. 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.

Approval of new Contract #77-803 will allow the Contractor to provide IDTF services including ambulatory cardiac monitoring to CCHP members and County recipients through March 31, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized IDTF 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 to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1566 **Agenda Date:** 4/14/2026 **Agenda #:** C.93.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-375-17 with Rainbow Community Center of Contra Costa County

☒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/Extension #74-375-17 with Rainbow Community Center of Contra Costa County, a non-profit corporation, effective June 30, 2026, to amend Contract #74-375-16, to increase the payment limit by $479,754, from $940,693 to a new payment limit of $1,420,447, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for Lesbian, Gay, Bisexual, Transgender, Queer, Questioning and Intersex+ (LGBTQI+) community members in Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $479,754 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of the County's population by providing a community-based social support program designed to decrease isolation, depression and other risk factors among members of the LGBTQI+ community residing in Contra Costa County. The Contractor has been providing these services since July 1, 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in

providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On October 21, 2025, the Board of Supervisors approved Contract #74-375-16 with Rainbow Community Center of Contra Costa, in an amount not to exceed $940,693 for the provision of BHSA-PEI services for LGBTQI+ community members in Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-375-17 will allow the Contractor to provide additional BHSA -PEI services for LGBTQI+ community members in Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, BHSA-PEI services and support programs for the County's mental health clients within the LGBTQI+ community in Contra Costa County will be reduced.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1567 **Agenda Date:** 4/14/2026 **Agenda #:** C.94.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-362-17 with Stand! For Families Free of Violence

☒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/Extension #74-362-17 with Stand! For Families Free of Violence, a non-profit corporation, effective June 30, 2026, to amend Contract #74-362-16, to increase the payment limit by $84,880, from $166,430 to a new payment limit of $251,310, and to extend the termination date from June 30, 2026 to December 31, 2026, for Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for youth in Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $84,880 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of the County's population by engaging youth in Contra Costa County who are at risk of experiencing interpersonal violence or have experienced interpersonal violence by providing prevention and early intervention services through program implementation and outreach efforts in middle and high school sites throughout Contra Costa. These programs aim to increase awareness of types and causes of interpersonal violence and the characteristics of a healthy relationship. The Contractor has been providing these services since July 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in

providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

In November 2025, the Purchasing Services Manager approved and executed Contract #74-362-16 with Stand! For Families Free of Violence, in an amount not to exceed $166,430 for the provision of BHSA-PEI services for youth in Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-362-17 will allow the Contractor to provide additional BHSA -PEI services for youth in Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, youth who are at-risk of experiencing violence and those who have experienced violence within their homes or dating relationships will not receive prevention and early intervention services from this Contractor.

CHIDLREN'S IMPACT STATEMENT:
This BHSA-PEI Program supports the following Board of Supervisors' community outcomes: "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 youth experiencing, or at-risk of, teen dating violence to demonstrate an increased knowledge about the difference between healthy and unhealthy teen dating relationships; an increased sense of belonging to positive peer groups; an enhanced understanding that violence doesn't have to be "normal"; and an increased knowledge of their rights and responsibilities in a dating relationship.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1568 **Agenda Date:** 4/14/2026 **Agenda #:** C.95.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment/Extension #74-377-17 with RYSE Inc., A California Nonprofit 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/Extension #74-377-17 with RYSE Inc., effective June 30, 2026, to amend Contract #74-377-16, to increase the payment limit by $309,090, from $606,058 to a new payment limit of $915,148, and to extend the termination date from June 30, 2026 to December 31, 2026, for additional Behavioral Health Services Act (BHSA) Prevention and Early Intervention (PEI) services for at-risk youth in West Contra Costa County.

FISCAL IMPACT:
Approval of this Contract Amendment/Extension will result in additional expenditures of up to $309,090 and will be funded 100% by BHSA-PEI revenues. Beginning July 1, 2026, the Mental Health Services Act (MHSA) funding fully transitions to the BHSA to reflect full implementation and oversight required under California Proposition 1, approved by voters in March 2024, which modernizes MHSA by renaming it the BHSA and redirecting funding to support building a comprehensive, integrated, and unified behavioral health system statewide. (No rate increase)

BACKGROUND:
This Contract meets the social needs of the County's population by engaging youth in West Contra Costa County, who are at risk of mental illness or severe emotional disturbance, including conducting transformative work that recognizes and addresses the histories and inequitable burden of trauma and violence experience. These programs are aimed at greater youth acceptance of Lesbian, Gay, Bisexual, Transgender, Queer and Questioning (LGBTQQ) students in schools by providing harm reduction presentations in schools, facilitating access and linkage to mental health treatment and improving timely access to mental health treatment utilizing strategies which are non-stigmatizing and non-discriminatory. The Behavioral Health Services Division has been contracting with RYSE, Inc., A California Nonprofit Corporation since July 2009.

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.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive BHSA Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On July 22, 2025, the Board of Supervisors approved Contract #74-377-16 with RYSE Inc., A California Nonprofit Corporation, in an amount not to exceed $606,058 for the provision of BHSA-PEI services for at-risk youth in West Contra Costa County for the period July 1, 2025 through June 30, 2026.

Approval of Contract Amendment/Extension #74-377-17 will allow the Contractor to provide additional BHSA -PEI services for at-risk youth in West Contra Costa County through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this BHSA-PEI Contract is not approved, Contractor will not provide the health and wellness program which provides youth centered assessment goal setting, support and wellness services, or the trauma response and resilience system providing support and response to incidents of violence to at-risk youth in West Contra Costa County.

CHILDREN'S IMPACT STATEMENT:
This BHSA-PEI program supports the following Board of Supervisors' community outcomes: "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 increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1569 **Agenda Date:** 4/14/2026 **Agenda #:** C.96.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-949 with Ramos & Hatch Chiropractic 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 #76-949 with Ramos & Hatch Chiropractic Inc., a corporation, in an amount not to exceed $293,000, to provide chiropractic services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period April 1, 2026 through March 31, 2029.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $293,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
The County has an obligation to provide certain specialized chiropractic services at CCRMC and Contra Costa Health Centers. 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. Contractor's chiropractic services will include clinic coverage, consultation, training, and chiropractic manipulative treatment (CMT) services, including pre-manipulation patient assessment, and evaluation and management (E&M) services provided in the integrative chronic pain clinic.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. 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. Per Administrative Bulletin 600.3, CCRMC provides Physician services and are exempt from solicitation requirements.

Approval of new Contract #76-949, will allow the Contractor to provide chiropractic services at CCRMC and Contra Costa Health Centers through March 31, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized chiropractic services at CCRMC and Contra Costa Health Centers 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 #: 26-1570 **Agenda Date:** 4/14/2026 **Agenda #:** C.97.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #74-765 with California Mental Health Services Authority

☒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 Participation Agreement #74-765 with California Mental Health Services Authority (CalMHSA), a government agency, in an amount not to exceed $93,100, to act as the fiscal and administrative agent for County's participation in the External Quality Review (EQR) Audit and Performance Improvement Projects (PIP) Program for the period January 1, 2026 through December 31, 2026.

FISCAL IMPACT:
Approval of this Participation Agreement will result in contractual service expenditures of up to $93,100 and will be funded 100% by Alcohol and Other Drugs Services (AODS) Administrative funds.

BACKGROUND:
California Advancing and Innovating Medi-Cal (CalAIM) Act requires each state Medicaid agency to produce a written quality strategy to access and improve the quality of health care and services. The Department of Health Care Services (DHCS) has identified measures that County Behavioral Health Plans (BHPs) shall report to DHCS as part of their Quality Improvement Systems on an annual basis. Counties are required to meet Minimum Performance Level of the standards set forth by DHCS, or monetary sanctions could be imposed.

Through this Participation Agreement, Contractor will complete the FY25/26 EQR audits related to the SmartCare Electronic Health Record (HER) System, including identification and completion of portions of the Information Systems Capability Assessment Tool (ISCAT) to ensure that the County is compliant with Managed Care Performance (MCP) standards and requirements. Contractor will also provide regular PIP coaching and consultation to assist the County with utilization of quality improvement tools and strategies to support PIP progress. This Participation Agreement was approved by Health Services Personnel to ensure there is no conflict with labor relations. This Contractor was approved by the Public Works Department's Purchasing Division on February 18, 2026.

Under new Participation Agreement #74-765, Contractor will act as the fiscal and administrative agent for County's participation in the EQR Audit and PIP Program through December 31, 2026. This Agreement includes a mutual indemnification provision requiring both parties to defend, indemnify, save and hold harmless each other for claims arising under the Agreement. This Agreement was delayed due to ongoing negotiations between the Contractor and the Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Participation Agreement is not approved, the County will not be compliant with MCP standards and requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1571 **Agenda Date:** 4/14/2026 **Agenda #:** C.98.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #23-627-13 with Medvision, 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 Amendment No. 4 (#23-627-13) with Medvision, Inc., a corporation, effective April 14, 2026, to amend Contract #23-627-9 (as amended by Contract Amendment #23-627-10 through #23-627-12), to increase the payment limit by $200,000, from $405,031 to a new payment limit of $605,031, for additional patient medical necessity review criteria and guidance software for the Contra Costa Health Plan (CCHP).

FISCAL IMPACT:
This Contract Amendment will result in additional contractual service expenditures of up to $200,000 over a one-year period and will be funded 100% by Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:
This Contract Amendment meets the needs of the County by allowing CCHP access to Contractor's Apollo Managed Care web portal, a clinical guideline application, and online resource that helps ensure appropriate patient care by providing medical review criteria and guidelines that assist in identifying case management and treatment options that are appropriate and medically necessary. CCHP has subscribed to the Apollo Managed Care Web Portal application since (at least) 2017 to aid in healthcare management regarding ambulatory, inpatient, behavioral health, rehabilitation, post-acute, primary care, and case management. Contractor's Apollo Managed Care online medical review criteria and guideline publications are evidence-based and operate with an advanced Microsoft.Net framework. Medical review criteria and guidelines are mandated by the Department of Health Care Services to ensure healthcare providers follow regulations and approve services that meet patient(s) medical necessity.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 31000. A summary of service contract deliverables, including measurable outcomes required of the vendor to be monitored by the department in compliance with Section III(B)(7) of the Purchasing Policy (AB600.3), includes access to the web portal, maintenance and support services, and software updates. Health Services Personnel approved this Contract Amendment to ensure no conflicts with labor relations.

In May 2023, the County Administrator approved, and the Purchasing Services Manager executed Contract #23

-627-9 with Medvision, Inc., in an amount not to exceed $105,716 for the provision of its web portal application, Apollo Managed Care, including technical support and services, for medical criteria and guidelines, for the departments Ambulatory Care, Inpatient, Behavioral Health, Rehabilitation, Post-Acute Care, Primary Care and Case Management, for the period April 18, 2023 through April 17, 2024.

In October 2023, the County Administrator approved, and the Purchasing Services Manager executed Amendment No. 1 (Contract #23-627-10) with Medvision, Inc., effective October 1, 2023, to increase the payment limit by $2,500 to a new payment limit of $108,216 for additional software licenses for to Apollo's Managed Care Web Portal application medical criteria and guidelines, for the departments Ambulatory Care, Inpatient, Behavioral Health, Rehabilitation, Post-Acute Care, Primary Care and Case Management with no change in the term.

On October 22, 2024, the Board of Supervisors approved Contract Amendment #23-627-11 (Amendment No. 2) with Medvision, Inc., effective April 17, 2024, to increase the payment limit by $150,000 to a new payment limit of $258,216 and clarify that the contract will automatically renew for successive one (1) year periods until terminated for additional for patient medical necessity review criteria and guidance software for the CCHP.

On October 7, 2025, the Board of Supervisors approved Contract Amendment #23-627-12 (Amendment No. 3) with Medvision, Inc., effective April 16, 2025, to increase the payment limit by $146,815 to a new payment limit of 405,031, and extend the termination date to April 17, 2026, and for successive one-year terms thereafter until terminated for patient medical necessity review criteria and guidance software for the CCHP.

Approval of this Contract Amendment #23-627-13 (Amendment No. 4) will approve funds to allow the Contractor to provide services through April 17, 2027, and shall continue for successive one (1) year periods until terminated.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will lose access to the Apollo Managed Care web portal application and the publications related to medical review criteria and guidelines that assist in identifying case management and treatment options that are appropriate and medically necessary, rendering non-compliance with state-mandated guidelines and policies.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1572 **Agenda Date:** 4/14/2026 **Agenda #:** C.99.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #72-297 with Walden University, 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 Unpaid Student Training Agreement #72-297 with Walden University, LLC, a limited liability company, for Contractor's public health nursing students to receive supervised field instruction experience from County for the period May 1, 2026 through June 30, 2029.

FISCAL IMPACT:
None. This is a non-financial agreement.

BACKGROUND:
The purpose of this agreement is to provide Contractor's nursing students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for nursing 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, taking advantage of the students' services to patients. Contractor's nursing students participating in a public preceptorship would be partnered with appropriate public health staff. Nursing students projects, observational experiences and program support activities would have student objectives that would provide a benefit to the public health community. Projects or program support activities the student could be involved in include, but are not limited to, the following: Prehospital Quality Improvement, Prehospital Education and Training, Community Education and Outreach, Prehospital Systems of Care, e.g. Stroke, ST-Elevation Myocardial Infarction, Trauma, Cardiac Arrest, and Infection Control.

Approval of new Unpaid Student Training Agreement #72-297 will allow the Contractor's public health nursing students to receive supervised fieldwork instruction experience for the period May 1, 2026 through June 30, 2029. This Contract includes mutual indemnification to hold each party harmless from any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the Contractor's public health nursing students will not receive supervised fieldwork instruction experience.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1573 **Agenda Date:** 4/14/2026 **Agenda #:** C.100.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Amendment #76-789-8 with Vizient, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the Health Services Director, or designee's, March 31, 2026 execution of County Contract Amendment #76-789-8 with Vizient, Inc., a corporation, effective September 30, 2025, to amend the Group Purchasing Program Statement of Work (SOW) (Contract #76-789) for the purchase of supplies at discounted rates for Contra Costa Regional Medical Center (CCRMC) and extend the contract term through September 30, 2026 to align with a pending solicitation for these services with no change in the contract payment limit of $1,004,040.

FISCAL IMPACT:
Approval of this Amendment does not impact the Contract payment limit of $1,004,040 funded 78% by savings realized through the Vizient group purchasing agreement and 22% Hospital Enterprise Fund I revenues.

BACKGROUND:
On October 17, 2023, the Board of Supervisors approved Contract #76-789-1 with Vizient, Inc., in an amount not to exceed $435,000, for the execution of a Supply Chain Consultant SOW for the provision of supply chain consulting services regarding the operations of CCRMC's Materials Management unit for the period from November 1, 2023, through December 31, 2026. However, the funding approved under this action only covered 12 months of services.

On April 22, 2024, the Board of Supervisors approved Contract Amendment #76-789-2 with Vizient, Inc., to execute a Patient Safety Organization (PSO) SOW and Business Associate Addendum (under the MSA), increase the payment limit by $64,040 to a new payment limit of $499,040 and extend the termination date (of the MSA) from December 31, 2026 to September 30, 2027 for additional advisory services for Contra Costa Health. This action did not amend the end date of the Group Purchasing Program SOW.

On June 4, 2024, the Board of Supervisors approved Contract Amendment #76-789-3 with Vizient, Inc., to execute a Member Network Services SOW (under the MSA) and increase the payment limit by $375,000 to a new payment limit of $874,040, with no change in the term (of the MSA) through September 30, 2027. This action did not amend the end date of the Group Purchasing Program SOW.

On July 23, 2024, the Board of Supervisors approved Contract Amendment #76-789-6 with Vizient Inc., to execute a Supplier Diversity Platform Subscription SOW (under the MSA) and increase the payment limit by

$95,000 to a new payment limit of $969,040, with no change in the term (of the MSA) through September 30, 2027. This action did not amend the end date of the Group Purchasing Program SOW.

On September 10, 2024, the Board of Supervisors approved Contract Amendment #76-789-4 with Vizient, Inc., to execute a Safety, Culture, Operational, Reliability, Resilience/Burnout and Engagement (SCORE) SOW (under the MSA) and increase the payment limit by $35,000 to a new payment limit of $1,004,040 for administration of an organizational culture and engagement survey and consulting services with no change in the contracts term of October 1, 2022 through September 30, 2027. This action did not amend the end date of the Group Purchasing Program SOW.

Approval of Contract Amendment #76-789-8 will allow CCRMC's Materiel Management unit to procure supplies as the discounted rates and earn rebates utilizing the Contractor's negotiated rates through September 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, the Materiel Management unit will not be able to continue receiving discounted prices on items purchased for CCRMC and will no longer receive rebates for purchases from various vendors.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1505 **Agenda Date:** 4/14/2026 **Agenda #:** C.101.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Executive Recruitment Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with SarMark Enterprises, Inc. dba Berkeley Search Consultants for executive recruitment services in an amount not to exceed $300,000, for the period of April 1, 2026, through March 31, 2029.

FISCAL IMPACT:
The cost will be offset by charges to user departments that will utilize the services. (Various Funds)

BACKGROUND:
The County conducted a Request for Proposals to solicit vendors for a project-based classification study, compensation study, and executive recruitment services.

The selected vendors will provide classification and compensation study services, including larger countywide studies that serve to consolidate, standardize, and align the scope, type and level of work performed in all classifications throughout the County, and executive recruitment services. SarMark Enterprises, Inc. dba Berkeley Search Consultants was selected to provide executive recruitment services including advertisement, candidate sourcing, application reviews and initial candidate screening for select vacancies on an as-needed basis as requested by user departments.

CONSEQUENCE OF NEGATIVE ACTION:
If the contract is not approved, Human Resources will not be able to support user departments with specialized recruiting services when needed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1506 **Agenda Date:** 4/14/2026 **Agenda #:** C.102.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Classification Study, Compensation Study, and Executive Recruitment Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with Cooperative Personnel Services dba CPS HR Consulting for classification study, compensation study, and executive recruitment services in an amount not to exceed $200,000, for the period of April 1, 2026, through March 31, 2029.

FISCAL IMPACT:
The cost will be offset by charges to user departments that will utilize the services. (Various Funds)

BACKGROUND:
The County conducted a Request for Proposals to solicit vendors for project-based classification study, compensation study, and executive recruitment services.

Cooperative Personnel Services dba CPS HR Consulting will provide classification and compensation study services, including larger countywide studies that serve to consolidate, standardize, and align the scope, type and level of work performed in classifications throughout the County and analysis of salary comparability both internally and externally with comparator counties. CPS HR Consulting will also provide executive recruitment services including advertisement, candidate sourcing, application reviews and initial candidate screenings for select vacancies on an as-needed basis when requested by user departments.

CONSEQUENCE OF NEGATIVE ACTION:
If the contract is not approved, Human Resources will not be able to support departments with specialized classification, compensation and executive recruiting services when needed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1507 **Agenda Date:** 4/14/2026 **Agenda #:** C.103.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Executive Recruitment Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Human Resources, or designee, to execute a contract with Mosaic Public Partners LLC for executive recruitment services in an amount not to exceed $200,000, for the period of April 1, 2026, through March 31, 2029.

FISCAL IMPACT:
The cost will be offset by charges to user departments that will utilize the services. (Various Funds)

BACKGROUND:
The County conducted a Request for Proposals to solicit multiple vendors for project-based classification studies, compensation studies, and executive recruitment services.

The selected vendors will provide classification and compensation study services, including larger countywide studies that serve to consolidate, standardize, and align the scope, type and level of work performed in all classifications throughout the County, and executive recruitment services. Mosaic Public Partners LLC was selected to provide executive recruitment services including advertisement, candidate sourcing, application reviews and initial candidate screening for select vacancies on an as-needed basis as requested by user departments.

CONSEQUENCE OF NEGATIVE ACTION:
If the contract is not approved, Human Resources will not be able to support user departments with specialized recruiting services when needed.

File #: 26-1508 **Agenda Date:** 4/14/2026 **Agenda #:** C.104.

To: **Board of Supervisors**

From: Alison McKee, County Librarian

Report Title: Accept Grant Award from the San Francisco Foundation to the El Cerrito Library

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to accept a grant from the San Francisco Foundation in the amount of $20,000, awarded to the El Cerrito Library to increase physical and digital collections.

FISCAL IMPACT:
$20,000 Library Fund. No County match is required.

BACKGROUND:
The Library Department has received grant #G-202603-319995 in the amount of $20,000 from the San Francisco Foundation, a community foundation focused on racial equity, economic inclusion, and civic engagement in the Bay Area. The County did not apply for the grant, but it was awarded to the El Cerrito Library and will be used to augment adult and children's collections, both physical and digital.

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 #: 26-1509 **Agenda Date:** 4/14/2026 **Agenda #:** C.105.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Frontline Education for Absence & Substitute Management Subscription through June 30, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Frontline Education, subject to the terms of Frontline's Master Services Agreement, in an amount not to exceed $10,838 for the renewal of Absence & Substitute Management subscription for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:
100% Library Fund

BACKGROUND:
The Frontline Education, Absence & Substitute Management system is an automated substitute placement and absence management system the library uses to fill vacancies. It saves hours of manual sub-calling, while capturing rich data for better employee absence management.

Frontline Education's Master Services Agreement includes liability and indemnification 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 use the automated web and phone-based substitute placement platform. The library will have to go back to manual calling of substitutes to fill vacancies.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1510 **Agenda Date:** 4/14/2026 **Agenda #:** C.106.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with EBSCO Information Services, LLC for LearningExpress Library Complete Subscriptions through June 30, 2029

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with EBSCO Information Services, LLC, subject to the terms of their EBSCO License Agreement, in an amount not to exceed $48,299 for the renewal of LearningExpress Library Complete subscription for the period July 1, 2026, through June 30, 2029.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library offers patrons the use of LearningExpress Library Complete. This product contains the highest quality resources for learning, skills-building, and test preparation, all in one easy-to-use online platform. The product's extensive array of resources includes eBooks, online practice tests, interactive tutorials, microlessons, articles, and flashcards. Organized into targeted learning centers, LearningExpress supports those looking to improve core academic skills, pass a high school equivalency test, prepare for college, explore careers, join the military, study for occupational certification tests, become a U.S. citizen, and much more.

LearningExpress Library Complete from EBSCO Information Services, LLC offers quality resources for learning, skills-building, and test preparation in a single online platform. Resources offered include eBooks, practice tests, interactive tutorials, micro lessons, articles, and flashcards. LearningExpress supports patrons looking to improve academic skills, pass equivalency tests, prepare for college, explore careers, join the military, study for occupational certification tests, become U.S. citizens, and more. The Job & Career Accelerator add-on provides job and career development assistance for patrons. Therefore, this purchase order is being sought with a Sole Source justification.

EBSCO's License Agreement includes indemnification and limitation of liability language which was reviewed by County Counsel.

This Purchase Order is entered into under and subject to the following legal authority, California Government Code § 31000.

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with online access to a comprehensive, interactive online learning platform of practice tests, tutorial course series, and online job search tools.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1511 **Agenda Date:** 4/14/2026 **Agenda #:** C.107.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with WP Company LLC for Washington Post Digital Edition Subscription through June 14, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with WP Company LLC, subject to their Terms of Service, in an amount not to exceed $26,514 for Washington Post Digital Edition subscription, for the period June 15, 2026, through June 14, 2027.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
WP Company LLC's Washington Post Digital Edition product for public libraries provides Contra Costa County Library patrons and staff with remote and in-library access to the expert reporting and analysis from Washington and around the world, including award-winning investigative coverage and editorial commentary. Washington Post Digital Edition provides unlimited access, both onsite and remote, to The Washington Post website and app. The product features livestream Washington Post Live events, where top-level government and business leaders, emerging voices, and newsmakers discuss the most pressing national and global issues of the day along with real-time Q&A discussions that provide a behind-the-scenes look at key stories. Historical access goes back fifteen years from the present day.

WP Company LLC is the only vendor that provides unlimited access to The Washington Post website and app. This includes livestreaming of Washington Post events, where top-level government and business leaders, emerging voices, and newsmakers discuss national and global current events with real-time Q&A discussions that provide a behind-the-scenes look at key stories. Historical content from 15 years to the present day is included. Therefore, this purchase order is being sought with a sole source justification.

The Terms of Service include limitation of liability and indemnification language which was reviewed by County Counsel.

This Purchase Order is entered into under and subject to the following legal authority, California Government Code § 31000.

CONSEQUENCE OF NEGATIVE ACTION:

If the Purchase Order is not approved, the Contra Costa County Library patrons will not have access to the Washington Post Digital Edition.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1512 **Agenda Date:** 4/14/2026 **Agenda #:** C.108.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Report: Purchase Order with EBSCO Information Services, LLC for 13 databases used by the Library, for the period July 1, 2026, through June 30, 2029

☒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 EBSCO Information Services, LLC, subject to the terms of their EBSCO License Agreement Standard and EBSCO License Agreement NoveList Select, in an amount not to exceed $298,688 for the renewal of 13 databases used by the Library for the period July 1, 2026, through June 30, 2029.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library Department has used and continues to use EBSCO for various online subscriptions for patron use. EBSCO is a leading provider of research content, search technologies, and delivery platforms for public libraries. The Library selected EBSCO for a database package that includes Full Text Finder, Literary Reference Source eBook Subscription, Literary Reference Plus, MAS FullTEXT, Ultra School Edition, MAS Reference eBook Subscription, Middle Search Plus: HOST, Middle Search Reference eBook Subscription, Newspaper Source, NoveList Plus, Novelist Select, Points of View Reference Source, Primary Search: Host, Primary Search, and Reference eBook Subscription. This package includes authoritative sources, such as journals, full-text magazines, newspapers, reference eBooks, primary documents, and other educational content appropriate for research papers, class projects and home assignments for students and lifelong learners at all levels. EBSCO's Discovery Service utilizes a single search where researchers can find content found in all the Library's full-text databases. ConsumerReports.org provides patrons with trusted information to help them make smart buying decisions.

EBSCO is the sole source for the following products within our subscription due to proprietary, copyright, archive, or distributorship reasons: Literary Reference Center Plus, Magazine Article Summaries Ultra School edition, Middle Search Plus, Newspaper Source, Primary Search, Points of View Reference Center, Novelist Plus, and Novelist Select. EBSCO's databases offer an intuitive online research platform for patrons to search and retrieve content both inside the library and remotely, therefore this purchase order is being sought with a sole source justification.

EBSCO's License Agreement includes a limitation of liability and indemnification language which was

reviewed by County Counsel.

This Purchase Order is entered into under and subject to the following legal authority, California Government Code § 31000.

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 extensive information and search capabilities provided by these databases.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1513 **Agenda Date:** 4/14/2026 **Agenda #:** C.109.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Califa Group for Quipu Group, LLC's eCard subscription through June 30, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Califa Group, subject to the terms of Quipu's Hosted Services Agreement, in an amount not to exceed $6,352 for the renewal of Quipu Group LLC eCard subscription for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library Department has used and continues to use eCard, from Quipu Group LLC. which provides address verification processes for new online library cards.

Quipu's Hosted Services Agreement includes limitation of liability and indemnification language which was reviewed by County Counsel

This Purchase Order is entered into under and subject to the following legal authority, California Government Code § 31000.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide an easily accessible way for patrons to apply for an eCard that allows access to Library Digital Resources. Patrons will need to physically come to the library branch to apply for the eCard.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1514 **Agenda Date:** 4/14/2026 **Agenda #:** C.110.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Purchase Order with Califa Group for ProQuest's Ancestry Library Edition and HeritageQuest Online subscriptions through June 30, 2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Librarian, to execute a purchase order with Califa Group, subject to the terms of their Agreement and Amendment with ProQuest, in an amount not to exceed $66,476 for the renewal of ProQuest's Ancestry Library Edition and HeritageQuest Online subscriptions, for the period July 1, 2026, through June 30, 2027.

FISCAL IMPACT:
100% Library Fund.

BACKGROUND:
The Library offers patrons ProQuest's Ancestry Library Edition and HeritageQuest Online subscriptions services. These products are the most comprehensive genealogical collections available. The Ancestry product is as online source of information containing the following types of records: census, birth, marriage, death, immigration, vital, church, military, court, land, and probate. Library users have access to information on names in over 4,000 databases, including the U.S. Federal Census from 1790 to 1940, Social Security Index, Civil War records, U.S. Public Records Index, American Genealogical-Biographical Index, and Federal Slaves Narratives. HeritageQuest makes it convenient for users to explore billions of American and international genealogical records dating back to the 1700s - including primary sources, family and local histories, research guides, interactive census maps and more which allows patrons to discover ancestors and learn about local people and places from the past. ProQuest offers libraries a discount through a purchase made by Califa, the California Library Consortium, of which the Library is a member.

ProQuest is the exclusive distributor to libraries of both Ancestry Library Edition and HeritageQuest Online, therefore this purchase order is being sought with a sole source justification.

The Agreement with ProQuest includes limited liability and indemnification language which was reviewed by County Counsel.

This Purchase Order is entered into under and subject to the following legal authority, California Government Code § 31000.

CONSEQUENCE OF NEGATIVE ACTION:
If the Purchase Order is not approved, the Contra Costa County Library will not be able to provide patrons with this comprehensive genealogical collection service.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1515 **Agenda Date:** 4/14/2026 **Agenda #:** C.111.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Interagency Agreement Amendment with California State University, Long Beach Research Foundation, to Extend the Term Through December 1, 2026.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Defender, or designee, to execute an interagency agreement amendment with California State University, Long Beach Research Foundation, a public agency, to extend the term from June 1, 2026 to the new termination date of December 1, 2026 for Holistic Intervention Partnership Project evaluation services.

FISCAL IMPACT:
No fiscal impact. This action extends the termination date through December 1, 2026, with no change to the contract limit of $314,100, which is funded 100% by California State Board of Community Corrections.

BACKGROUND:
In August of 2022, the Contra Costa County Office of the Public Defender and the Contra Costa County Health Services Department for its Health, Housing and Homeless Services, secured a $6 million grant from the California Board of State and Community Corrections (BSCC) to expand the Holistic Intervention Partnership (HIP). HIP provides support to those involved in the criminal legal system in an effort to improve outcomes for indigent Contra Costa County residents who struggle with mental illness, substance dependence, and homelessness. An interagency agreement for $300,100 with California State University, Long Beach Foundation was entered, effective September 1, 2022. On February 4, 2025 the Board of Supervisors approved an amendment to increase the amount to $314,100, effective February 1, 2025.

On November 20, 2025, the BSCC Board approved an extension of the Proposition 47 Cohort 3 Grant Program for an additional six months. This extension allows grantees to exhaust any remaining funds as of February 28, 2026. As part of this action, the due dates for the final audit report and the Local Evaluation Report will be extended to December 1, 2026.

To align with the extended project period, this contract amendment will extend the contract term by six months, establishing a new termination date of December 1, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this amendment is not approved, the Public Defender's Office will not be able to extend the contract and exhaust the remaining funds, if any.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-136 **Agenda Date:** 4/14/2026 **Agenda #:** C.112.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Road Improvement Agreement for development plan permit DP20-03011, Bay Point area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Road Improvement Agreement for development plan permit DP20-03011, for a project being developed by Alves Lane, L.P., as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Improvements have been reviewed and processed by Public Works staff and meets all applicable conditions of approval and County requirements.

CONSEQUENCE OF NEGATIVE ACTION:
The Road Improvement Agreement will not be approved.

c: Jocelyn LaRocque-Engineering Services, Alex Vazquez- Engineering Services, Jesse Ma- Engineering Services, Jorge Hernandez-Engineering Services, Chris Halford-Mapping, Ciara Herrold-Finance, Ruben Hernandez-DCD. Alves Lane, L.P.

-

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 Road Improvement Agreement for development plan permit DP20-03011, for a project being developed by Alves Lane, L.P., as recommended by the Public Works Director, Bay Point area. (District V)

WHEREAS, these improvements are located on Canal Road near 301 Alves Lane in Bay Point (APN 093-100-061).

The following documents were presented for Board approval for Canal Road, development plan permit DP20-03011 a property located in the Bay Point area.

A Road Improvement Agreement with Alves Lane, L.P., principal, whereby said principal agrees to complete all improvements, as required in said Road Improvement Agreement, within 2 years from the date of said agreement. Improvements generally consist of road and drainage improvements.

Said document was accompanied by security to guarantee the completion of road and drainage improvements, as required by Title 9 of the County Ordinance Code, as follows:

I. Cash Bond
Performance Amount: $19,400.00
Auditor's Deposit Permit Nos. 865895 Date: March 10, 2023, and 868005 Date: April 14, 2023
Submitted by: Alves Lane, L.P.

II. Surety Bond
Bond Company: Philadelphia Indemnity Insurance Company
Bond Number and Date: PB02118000043, March 15, 2023
Performance Amount: $1,921,600.00
Labor & Materials Amount: $970,500.00
Principal: Alves Lane, L.P.

NOW, THEREFORE, BE IT RESOLVED that said Road Improvement Agreement is APPROVED.

ROAD IMPROVEMENT AGREEMENT

Developer: Alves Lane, L.P. **Effective Date:** _____

Development: Permit DP20-3011 **Completion Period:** 2 years

Road: Canal Road (Alves Lane) Road #5384B

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY
Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL

By: _____
Engineering Services Division

FORM APPROVED: Victor J. Westman, County Counsel

DEVELOPER

(signature) _____
(print name & title) George Russo, Chief Financial Officer

(signature) _____
(print name & title)

(NOTE: All signatures to be acknowledged. If Subdivider is incorporated, signatures must conform with the designated representative groups pursuant to Corporations Code S313.)

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California, hereinafter called "County," and the above-mentioned Developer, mutually promise and agree as follows concerning this development:

2. IMPROVEMENTS. Developer agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping, and such other improvements (including appurtenant equipment) as required in the improvement plans for this development as reviewed and on file with the Contra Costa County Public Works Department and in conformance with the Contra Costa County Ordinance Code (including future amendments thereto).

Developer shall complete said work and improvements (hereinafter called "work") within the above completion period from date hereof in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the County Ordinance Code and rulings made thereunder; and where there is a conflict between the improvement plans and the County Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY. Upon executing this Agreement, the Developer shall, pursuant to the County Ordinance Code, provide as security to the County:
1,602,39

A. For Performance and Guarantee: $ 19,400.00 cash, plus additional security, in the amount of $ 1,921,600.00 which together total one hundred percent (100%) of the estimated cost of the work. Such additional security is presented in the form of:

_____ Cash, certified check or cashiers check.
__✓__ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, the Developer guarantees performance under this Agreement and maintenance of the work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount of $ 970,500.00 which is fifty percent (50%) of the estimated cost of the work. Such security is presented in the form of:

_____ Cash, certified check, or cashier's check
__✓__ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, the Developer guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Developer. Upon acceptance of the work as complete by the Board of Supervisors and upon request of the Developer, the amount securities may be reduced in accordance with S94-4.406 and S94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Developer guarantees that said work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one-year from and after the Board of Supervisors accepts the work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Developer agrees to correct, repair, or replace, at his expense, any defects in said work.

The guarantee period does not apply to road improvements for private roads which are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Developer agrees to perform establishment work for landscaping installed under this agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to insure establishment of plants. Said plant establishment work shall be performed for a period of one-year from and after the Board of Supervisors accepts the work as complete.

6. IMPROVEMENT PLAN WARRANTY. Developer warrants the improvement plans for the work are adequate to accomplish the work as promised in Section 2 and as required by the Conditions of Approval for the development. If, at any time before the Board of Supervisors accepts the work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Developer shall make whatever changes are necessary to accomplish the work as promised.

7. NO WAIVER BY COUNTY. Inspection of the work and/or materials, or approval of work and/or materials or statement by any officer, agent or employee of the County indicating the work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said work and/or materials, or payments, therefor, or any combination or all of these acts, shall not relieve the Developer of his obligation to fulfill this agreement as prescribed; nor shall the County be thereby be stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY: Developer shall hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnities benefitted and protected by this promise are the County, and its special district, elective and appointive boards, commissions, officers, agents, and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the County reviewed said improvement plans or accepted the work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Developer, contractor, subcontractor, or any officer, agent, or employee of one or more of them;

D. Non-Conditions: The promise and agreement in this section are not conditioned or dependent on whether or not any Indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this work, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly form any negligent or willful misconduct of any Indemnity.

9. COSTS: Developer shall pay when due, all the costs of the work, including inspections thereof and relocating existing utilities required thereby.

10. NON-PERFORMANCE AND COSTS: If Developer fails to complete the work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the work, the County may proceed to complete and/or maintain the work by contract or otherwise, and Developer agrees to pay all costs and charges incurred by the County (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Developer hereby consents to entry on the development property by the County and its forces, including contractors, in the event the County proceeds to complete and/or maintain the work.

Once action is taken by County to complete or maintain the work, Developer agrees to pay all costs incurred by the County, even if Developer subsequently completes the work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the work, Developer agrees to pay all attorney's fees, and all other expenses of litigation incurred by County in connection therewith, even if Developer subsequently proceeds to complete the work.

11. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the work as complete, the development is included in territory incorporated as a city or is annexed to an existing city, the County's rights under this agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Developer, who shall fulfill all the terms of this agreement as though Developer had contracted with the city originally.

12. CONSIDERATION. In consideration hereof:
(Check applicable section(s))

____ County shall allow Developer to obtain building permits for said development, assuming it fully complies with other applicable regulations.
____ County agrees to accept the road(s) into the County-maintained road system, after the improvements are complete.
____ Other (requires County Counsel approval _____

_____

_____

_____

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On April 6th, 2023 before me, Alex Liwanag, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared George Russo
Name(s) of Signer(s)

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

ALEX LIWANAG
Notary Public - California
Los Angeles County
Commission # 2404111
My Comm. Expires Jun 7, 2026

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

Bond No.: PB02118000043

Development: Permit DP21-3011
Premium: $38,432.00

IMPROVEMENT SECURITY BOND
FOR ROAD IMPROVEMENT AGREEMENT
(Performance, Guarantee, and Payment)
(California Government Code §§ 66499 - 66499.10)

1. **RECITAL OF ROAD IMPROVEMENT AGREEMENT:** The Developer (Principal) has executed a Road Improvement Agreement with the County to install and pay for street, drainage and other improvements on, or along Canal Road (Alves Lane) Road #5384B to complete said work within the time specified for completion in the Road Improvement Agreement, all in accordance with State and local laws and rulings.

2. **OBLIGATION:** Alves Lane, L.P, as Principal and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay as follows:

   A. **Performance:** One Million, Nine Hundred Twenty-One Thousand, Six Hundred Dollars ($ 1,921,600.00) for itself or any city assignee under the above County Road Improvement Agreement, plus

   B. **Payment:** Nine Hundred Seventy Thousand, Five Hundred Dollars ($ 970,500.00) to secure the claims to which reference is made in Title 15 §§ et seq. of the Civil Code of the State of California.

3. **CONDITION:**

   A. The Condition of this obligation as to Section (2.A.) above is such that if the above bonded Principal, or principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on it or its part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning and shall indemnify and save harmless the County of Contra Costa or city assignee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

B. The condition of this obligation, as to Section (2.B.) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code, for materials furnished, labor of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor and that said undersigned surety will pay the same in an amount not exceeding the amount herein above set forth and also, incase suit is brought upon this bond, will pay, in addition to the fact amount thereof, reasonable costs, expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa or city assignee, in successfully enforcing such obligation, to be awarded and fixed by the court, all to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082 of Part 4 of Division 3) of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the work under the conditions of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No alteration of said Road Improvement Agreement or any plan or specification of said work agreed to by the Principal and the County shall relieve the Surety from liability on this bond and consent is hereby given to make such alteration without further notice to or consent by the Surety and the Surety hereby waives the provisions of California Civil Code Section 2819 and holds itself bound without regard to and independently of any action against Principal whenever taken.

4. SIGNED AND SEALED:

The undersigned executed this document on March 15, 2023.

PRINCIPAL:

Alves Lane, L.P

Address: 11150 West Olympic Blvd., Suite 620

City: Los Angeles, CA 90064

By: _____

Print Name: Christopher Maffris

Title: Vice President

SURETY:

Philadelphia Indemnity Insurance Company

Address: **One Bala Plaza, Suite 100**

City: **Bala Cynwyd, PA 19004-0950**

By: _____

Print Name: Misty R. Hemje

Title: Attorney-in-Fact

:mw
G:\engsvc\Forms\BN WORD\BN-9 Road Impr Agmt Bond.doc
Rev. January 26, 2005

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On March 15, 2023 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)

NSP1 BRITTANY KAVAN
COMM. #2338092
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires 12/19/2024 NSP1

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Maureen O'Connell, Kevin Re, Robert Wrixon, M. Moody, Susan M. Exline, Janet C. Rojo, Betty L. Tolentino, Susan Hecker, Virginia L. Black, Julia Ortega, Thuyduong Le, Brittany Kavan, K. Zerounian, Misty R. Hemje, Courtney Chew, and Maria De Los Angeles Reynoso of Arthur J. Gallagher Risk Management Services, LLC.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of March, 2023.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Los Angeles

On MAR 16 2023 (Date) before me, Alex Liwanag, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Christopher Maffris (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

ALEX LIWANAG
Notary Public - California
Los Angeles County
Commission # 2404111
My Comm. Expires Jun 7, 2026

Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-137 **Agenda Date:** 4/14/2026 **Agenda #:** C.113.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of Improvements for Road Improvement Agreement for development plan permit DP20-03011, Bay Point area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of improvements for Road Improvement Agreement for development plan permit DP20-03011 for a project developed by Alves Lane, L.P., as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The developer has completed the improvements per the Road Improvement Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
The completion of improvements will not be accepted and the warranty period will not begin.

c: Jocelyn LaRocque-Engineering Services, Alex Vazquez- Engineering Services, Jesse Ma- Engineering Services, Jorge Hernandez-Engineering Services, Dana Trezise Baumann-Surveys, Allan Ruyters-Surveys, Chris Halford-Mapping, Ciara Herrold-Finance, Renee Hutchins-Records, Charlene Moran-Records, Theresa Shepherd-Design/Construction, Paul Tahaney- Design/Construction, Michelle Cordis-Maintenance, Michelle Giolli- Watershed Program, Flood Control, Ruben Hernandez-DCD, Meta Housing Corporation/Alves Lane, L.P., Philadelphia Indemnity Insurance Company, T-02/14/2027.

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: Accepting completion of improvements for the Road Improvement Agreement, for development plant permit DP20-03011, for a project developed by Alves Lane, L.P., as recommended by the Public Works Director, Bay Point area. (District V)

WHEREAS the Public Works Director has notified this Board that the improvements in development plan permit DP20-03011 have been completed as provided in the Road Improvement Agreement with Alves Lane, L.P., heretofore approved by this Board.

WHEREAS, these improvements are approximately located on Canal Road, near 301 Alves Lane in Bay Point (APN 093-100-061).

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of April 14, 2026, thereby establishing the six-month terminal period for the filing of liens in case of action under said Road Improvement Agreement:

DATE OF AGREEMENT: April 14, 2026

NAME OF SURETY: Philadelphia Indemnity Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $970,500.00, Bond No. PB02118000043 issued by the above surety be RETAINED for the six-month lien guarantee period until October 14, 2026, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Canal Road for the hereinafter described public improvements, have been constructed in accordance with the Road Improvement Agreement and are ACCEPTED AS COMPLETE.

Road Name: Canal Road
Length (miles): 0.09 (three segments)
Road/ROW Width: 0 – 4 feet (varies)
Road Number: 5384B
System: CU

BE IT FURTHER RESOLVED that the widening of Canal Road is ACCEPTED and DECLARED to be a County road as conveyed by separate instrument, recorded on December 11, 2023, recording series number DOC-2023-0121009, Official Records of Contra Consta County, State of California.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the $19,400.00 cash deposits (Auditor's Deposit Permit Nos. 865895, dated March 10, 2023, and 868005, dated April 14, 2023) made by Alves Lane, L.P., and the performance/maintenance surety bond rider for $291,150.00, Bond No. PB02118000043 issued by Philadelphia Indemnity Insurance Company be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until release by this Board.

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

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

By: , Deputy

Contact: Alex Vazquez
(925) 313-2117

c: Jocelyn LaRocque-Engineering Services, Alex Vazquez- Engineering Services, Jesse Ma- Engineering Services, Jorge Hernandez-Engineering Services, Dana Trezise Baumann-Surveys, Allan Ruyters-Surveys, Chris Halford-Mapping, Ciara Herrold-Finance, Renee Hutchins-Records, Charlene Moran-Records, Theresa Shepherd-Design/Construction, Paul Tahaney- Design/Construction, Michelle Cordis-Maintenance, Michelle Giolli- Watershed Program, Flood Control, Ruben Hernandez-DCD, Meta Housing Corporation/Alves Lane, L.P., Philadelphia Indemnity Insurance Company, T-02/14/2027.

GENERAL SURETY RIDER

To be attached and form a part of

Bond No.	PB02118000043
For	Road improvement agreement
Dated effective	03/15/2023 (MONTH, DAY, YEAR)
Executed by	Alves Lane LP, as Principal, (PRINCIPAL)
And by	Philadelphia Indemnity Insurance Company, as Surety, (SURETY)
And in favor of	County of Contra Costa (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Performance Bond Amount	$1,921,600.00	$291,150.00

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective **07/31/2025**

(MONTH, DAY, YEAR)

Signed and Sealed **07/31/2025**

(MONTH, DAY, YEAR)

Alves Lane LP
PRINCIPAL

BY CFO
TITLE

Philadelphia Indemnity Insurance Company
SURETY

BY **Jennifer Ochs, ATTORNEY-IN-FACT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of LOS ANGELES)

On JUL 31 2025 before me, MARINA TAPIA, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JENNIFER OCHS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

MARINA TAPIA
Notary Public - California
Los Angeles County
Commission # 2500058
My Comm. Expires Oct 7, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Los Angeles }

On August 4th, 2025 before me, Alex Liwanag, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared George Russo
Name(s) of Signer(s)

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

ALEX LIWANAG
Notary Public - California
Los Angeles County
Commission # 2404111
My Comm. Expires Jun 7, 2026

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jennifer Ochs, Charles R. Teter III, B. Aleman, Erin Brown, D. Garcia, Simone Gerhard, Edward C. Spector, Ethan Spector, Marina Tapia, KD Wapato, Sarah Campbell, Aidan Smock, Sandra Corona, MB Neely and Chase Seyforth of Lockton Companies Inc.**_ its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of July, 2025

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-138 **Agenda Date:** 4/14/2026 **Agenda #:** C.114.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Parcel Map for urban lot split minor subdivision MS23-00012, for a project being developed by Michael Lap Ping Hsu and Winnie Sau Kuen Lee, Lafayette area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Parcel Map for urban lot split minor subdivision MS23-00012, for a project being developed by Michael Lap Ping Hsu and Winnie Sau Kuen Lee, as recommended by the Public Works Director, Lafayette area. (District IV)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Public Works Department has reviewed the urban lot split minor subdivision MS23-00012 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, Jesse Ma-Engineering Services, Jorge Hernandez-Engineering Services, Renee Hutchins-Records, Dana Baumann, Surveys, Allan Ruyters, Surveys, Chris Halford-Mapping, Ciara Herrold-Finance, Everett Louie -DCD, Michael Hsu & Winnie Lee, Lisa Blatt-Old Republic Title

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 MS23-00012, for a project being developed by Michael Lap Ping Hsu and Winnie Sau Kuen Lee, as recommended by the Public Works Director, Lafayette area. (District IV)

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

I. Map

The Parcel Map of urban lot split minor subdivision MS23-00012, property located in the Lafayette area, Supervisorial District IV, 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, and the 2026-2027 tax lien, which became a lien on the first day of January, 2026 is estimated to be $24,890. Security guaranteeing payment of said tax lien is as follows:

- Tax Surety

Bond Company: Jet Insurance Company
Bond Number: BX0082073
Amount: $24,890.00
Principal: Michael Lap Ping Hsu & Winnie Sau Kuen Lee

NOW, THEREFORE, BE IT RESOLVED:

1. That said urban lot split minor 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.

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATES THAT IT IS THE OWNER OF THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 23-00012"; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED FEBRUARY 04, 2022 UNDER DOCUMENT NO. 2022-022491 IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA: THAT IT CONSENTS TO THE PREPARATION AND FILING OF THIS PARCEL MAP.

THIS MAP SHOWS ALL THE EASEMENTS ON THE PREMISES, OR OF RECORD.

WINNIE SAU KUEN LEE AND MICHAEL LAP PING HSU, AS TRUSTEES OF
THE HSU FAMILY 2019 REVOCABLE TRUST, DATED JULY 15, 2019

Winnie S. Lee — Feb. 21, 2026
WINNIE SAU KUEN LEE — DATE

Michael Hsu — Feb 21, 2026
MICHAEL LAP PING HSU — DATE

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 Alameda } SS

ON 02-21-2026 BEFORE ME, Arshdeep Kaur, Notary Public

PERSONALLY APPEARED Winnie Sau Kuen Lee
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:
SIGNATURE OF NOTARY: Arshdeep Kaur
PRINTED NAME OF NOTARY: ARSHDEEP KAUR
MY COMMISSION EXPIRES: July 12, 2028
MY COMMISSION NUMBER: 2494294
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Alameda

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 Alameda } SS

ON 02-21-2026 BEFORE ME, Arshdeep Kaur, Notary Public

PERSONALLY APPEARED Michael Lap Ping HSU
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL:
SIGNATURE OF NOTARY: Arshdeep Kaur
PRINTED NAME OF NOTARY: ARSHDEEP KAUR
MY COMMISSION EXPIRES: July 12, 2028
MY COMMISSION NUMBER: 2494294
COUNTY OF PRINCIPAL PLACE OF BUSINESS: Alameda

SURVEYOR'S STATEMENT:

THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL HSU, I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

LICENSED LAND SURVEYOR
KEITH S. BUSH
No. 8494
STATE OF CALIFORNIA

KEITH S. BUSH, L.S. 8494
DATE: 1/29/2026

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

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 MAP ENTITLED "PARCEL MAP SUBDIVISION MS 2023-00012" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20___, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20___.

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

BY: _____
DEPUTY CLERK

URBAN LOT SPLIT NOTES

PURSUANT TO CONTRA COSTA COUNTY ORD. 94-4.1014(e)

(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 DWELLINGS.

(4) NO RESIDENTIAL UNIT ON A LOT CREATED BY THE PARCEL MAP MAY BE RENTED OR OFFERED FOR RENT FOR A TERM OF LESS THAN 30 DAYS. (ORD. 2022-14 § 6)

COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBTANTIALLY THE SAME AS IT APPREARED ON THE TENTATIVE MAP IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP IF REQUIRED, HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

_____ _____
DANA M. TREZISE — DATE
L.S. 7438
COUNTY SURVEYOR
STATE OF CALIFORNIA

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20_____, AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

DOCUMENT NO. _____

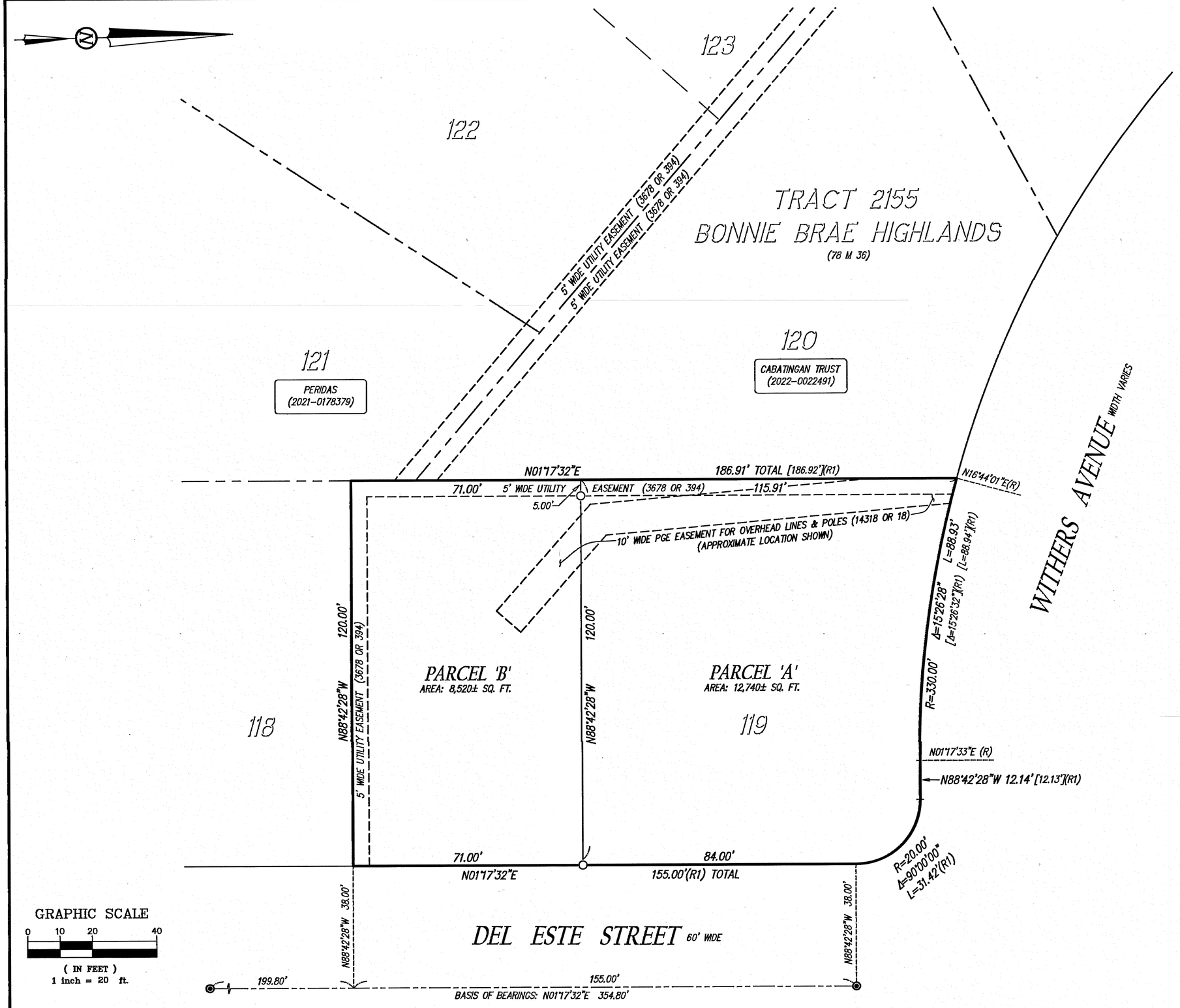
KRISTIN B. CONNELLY
COUNTY RECORDER
CONTRA COSTA COUNTY

BY: _____
DEPUTY COUNTY RECORDER

PARCEL MAP
SUBDIVISION MS-23-00012
URBAN LOT SPLIT

LOT 119
TRACT 2155
BONNIE BRAE HIGHLANDS (78 M 36)
UNINCORPORATED, CONTRA COSTA COUNTY, CALIFORNIA
JANUARY. 2026

BA LS BAY AREA LAND SURVEYING INC
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167



GRAPHIC SCALE

0 10 20 40

(IN FEET)

1 inch = 20 ft.

LEGEND

- FOUND CITY MONUMENT AS NOTED
- SET 5/8" REBAR & CAP, LS 8494
- [ ] RECORD DATA
- (R) RADIAL BEARING
- SUBJECT PROPERTY LINE
- RIGHT OF WAY LINE
- ADJACENT PARCEL LINE
- HISTORIC LOT LINE
- MONUMENT LINE
- EASEMENT LINE
- TIE LINE

OWNER/SUBDIVIDER:

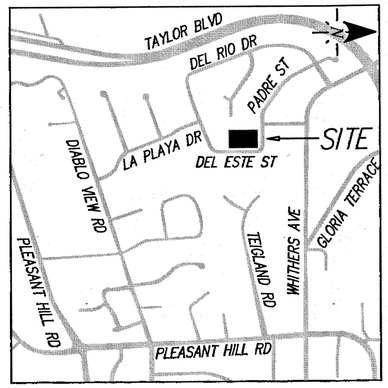
WINNIE SAU KUEN LEE & MICHAEL LAP PING HSU
1847, 1857 DEL ESTE STREET
LAFAYETTE, CA 94549

BASIS OF BEARINGS:

MONUMENT LINE IN WITHIN DEL ESTE STREET
AS SHOWN ON TRACT MAP 2155 (78 M 36)
BEARING: N01°17'32"E

MAP REFERENCES:

(R1) TRACT 2155, BONNIE BRAE HIGHLANDS (78 M 36)
FILED JULY 20, 1960



VICINITY MAP (NOT TO SCALE)

PARCEL MAP
SUBDIVISION MS-23-00012
URBAN LOT SPLIT

LOT 119
TRACT 2155
BONNIE BRAE HIGHLANDS (78 M 36)
UNINCORPORATED, CONTRA COSTA COUNTY, CALIFORNIA
JANAURY. 2026 1" = 20'

BAY AREA LAND SURVEYING INC
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

DEL ESTE 23-5000

APN: 167-322-001

VOID AFTER **4/27/26**

N/A | $ 47.00

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: 3/13/2026

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-23-00012	**Lafayette**	**79145**

Parcel #: **167-322-001-6**

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. Our estimate of the 2026-2027 tax lien, which became a Lien on the **1st day of January, 2026** is :

$24,890.00

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: _____

SUBDIVISION TAX BOND

EXECUTED PURSUANT TO REQUIREMENTS FOR SECURITY UNDER THE CALIFORNIA LAW RELATING TO SUBDIVISIONS

Know all Men by These Presents:

That, Michael Lap Ping Hsu & Winnie Sau Kuen Lee as principal, and Jet Insurance Company, a corporation, duly organized and doing business under and by virtue of the laws of the State of North Carolina, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertaking required or authorized by the laws of the State of California, as Surety, are held and firmly bound unto the County of Contra Costa in the sum of Twenty-four Thousand Eight Hundred Ninety $($24,890.00)lawful money of the United States of America, for the payment whereof well and truly to be made, we bind ourselves, our heirs, executor, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT,

WHEREAS, The owner(s) of a division of land representing a certain subdivision of real estate, to wit: Lot 119 Tract 2155 Map No. MS-23-00012intend (s) to file a map thereof with the Recorder of Contra Costa County; and

WHEREAS, There are no liens against the subdivision or any part thereof for unpaid state, county, municipal or other local taxes or assessments collected as taxes except taxes or assessments not yet payable; and

WHEREAS, The provisions of the Government Code of the State of California require that this bond be filed with the Clerk of the Board of Supervisors of Contra Costa County prior to recordation of the tract/parcel map;

NOW, THEREFORE, If the above-bounden principal shall pay when due all taxes and assessments, which at the time of filing said map, are a lien against the subdivision, or any part thereof, but not yet payable then this obligation shall be null and void; otherwise to remain in full force and effect.

The obligation of the surety hereunder shall arise immediately upon the failure of the above-bounden principal to pay when due to the County of Contra Costa the aforesaid taxes and assessments and shall remain in full force and effect until said taxes and assessments, including any supplemental assessments, are paid in full including any penalties incurred. In respect to such obligation the surety waives the benefit of the provisions of Section 2845 of the Civil Code of California.

If legal action is required to recover under this bond, the protection afforded by it shall cover the payment of reasonable attorney fees.

Signed and sealed this bond, the protection afforded by it shall cover the payment of reasonable attorney fees.
Signed and sealed this March day of 3rd, 2026.

BOND NUMBER BX0082073

EFFECTIVE DATE 03/03/2026

This must be acknowledged

Before a Notary Public

Michael Lap Ping Hsu
Principal
By
By

1497 Marjorie Avenue, Claremont, CA 91711
Address
(415) 271-9074
Telephone No.

JET INSURANCE COMPANY CORPORATE SEAL NORTH CAROLINA

Jet Insurance Company
Surety
6701 Carmel Rd Ste 250 Charlotte, NC 28226

Address of Surety
By

David Gonsalves
Title Attorney in Fact

DATE: 3-13-2026
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of NC
County of Mecklenburg)

On 03/03/2026 before me, Sara C. Holt, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Sara C Holt (Seal)
Sara C. Holt

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On March 10, 2026 before me, P. Watt, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature P. Watt (Seal)

ENC1 P WATT COMM. # 2496547 NOTARY PUBLIC • CALIFORNIA LOS ANGELES COUNTY My Comm. Expires August 4, 2028 ENC1

CALIFORNIA NOTARY 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 Los Angeles

On MARCH 10TH, 20 26 before me, **Esther A. Marroquin /Notary Public,**

personally appeared WINNIE SAU KUEN LEE

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

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

WITNESS my hand and official seal.

ESTHER A. MARROQUIN
Notary Public - California
San Bernardino County
Commission # 2503297
My Comm. Expires Oct 28, 2028

Signature _____ (Seal)

Bond Number: BX0082073

JET INSURANCE COMPANY

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
David Gonsalves	**$24,890.00**

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17th day of May, 2023.

SEAL

JET INSURANCE COMPANY

Spencer Silno, President

Richard Popp, Secretary

STATE OF NORTH CAROLINA
County of Mecklenburg

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Sara C. Holt
Notary Public, State of North Carolina
County of Mecklenburg
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.

SARA C. HOLT
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
September 11, 2027

I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of March, 2026.

SEAL

Richard Popp, Secretary

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-139 **Agenda Date:** 4/14/2026 **Agenda #:** C.115.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Briones Road on April 29, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of overhead utility work and vegetation maintenance, Martinez 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 Briones Road, between 1011 Briones Road and 1020 Briones Road, on April 29, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of performing overhead utility work and vegetation maintenance, Martinez area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Briones Road at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to perform the overhead utility work and vegetation maintenance. 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 March 17, 2026, and in Resolution No. 2026-87. The applicant has submitted a new request due to a scheduling conflict.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned overhead utility work and vegetation maintenance.

c: Alex Vazquez-Engineering Services, Jesse Ma-Engineering Services, Marke Smith-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 Briones Road, between 1011 Briones Road and 1020 Briones Road, on April 29, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of performing overhead utility work and vegetation maintenance, Martinez area. (District V)

RC26-13

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Briones Road, between 1011 Briones Road and 1020 Briones Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on April 29, 2026, 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, Contra Costa Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-140 **Agenda Date:** 4/14/2026 **Agenda #:** C.116.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Willow Lane on April 24, 2026, from 8:00 a.m. through 5:00 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 Willow Lane, between 68 Richardson Road and 6 Willow Lane, on April 24, 2026, from 8:00 a.m. through 5:00 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 Willow Lane 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.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Alex Vazquez-Engineering Services, Jesse Ma-Engineering Services, Marke Smith-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, and 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 Willow Lane, between 68 Richardson Road and 6 Willow Lane, on April 24, 2026, from 8:00 a.m. through 5:00 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC26-16

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Willow Lane, between 68 Richardson Road and 6 Willow Lane, except for emergency traffic, local residents, US Postal Service and garbage trucks, on April 24, 2026, 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 Kensington Police Department and Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1516 **Agenda Date:** 4/14/2026 **Agenda #:** C.117.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE Budget Amendment No. BDA-26-00575

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Budget Amendment No. BDA-26-00575 to appropriate revenue from Fleet Internal Service Fund Balance (account 9990) to Fleet Internal Service Fund Capital Assets (account 4953) for the purchase of new ISF vehicles in the amount of $3,301,921.00.

FISCAL IMPACT:
100% Fleet Internal Service Fund (150100)

BACKGROUND:
Appropriations in the amount of $3,301,921.00 have been allocated to the Fleet Internal Service Fund for the purchase of new ISF vehicles that did not have an encumbrance to carry forward to Fiscal Year 2025-26. Appropriations received in account 4953 in prior fiscal years were closed out to Fund Balance as part of the fiscal year-end close process.

CONSEQUENCE OF NEGATIVE ACTION:
The Fleet Internal Service Fund would not have the capital budget to make the requested vehicle purchases for this fiscal year.

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 03/13/2026 : BDA-26-00575

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-26-00575
Amendment Date 03/13/2026
Description To transfer revenue from Fleet Internal Services Fund Balance (account 9990) to the Fleet Services Capital Assets (account 4953).
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	4503 PW FINANCE (Home Org)	4284 VEHICLE REPLACEMENT	150100 FLEET ISF	$0.00	$3,301,921.00	To transfer revenue from Fleet Services Fund Balance (account 9990) to the Fleet Services Capital Assets (account 4953). Reference BDA-24-01059, BDA-25-00033, BDA-25-00050, BDA-24-00277, BDA-24-00273, BDA-24-00274, BDA-24-00278, BDA-24-00497, BDA-24-00498, BDA-24-00276, BDA-24-00767, BDA-25-00019	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2025-26 Year (FY 2025-26 Operating Budget)	4953:AUTOS & TRUCKS	4503 PW FINANCE (Home Org)	4284 VEHICLE REPLACEMENT	150100 FLEET ISF	$3,301,921.00	$0.00	To transfer revenue from Fleet Services Fund Balance (account 9990) to the Fleet Services Capital Assets (account 4953).	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Budget Amendment - Fund Balance Transfer to 4953.pdf

File Name Budget Amendment - Fund Balance Transfer to 4953.pdf
Content Type application/pdf

View Budget Amendment: Budget Amendment: FY 2025-26 - Operating Budget on 03/13/2026 : BDA-26-00575

Updated By Sarah Roberson
Upload Date 03/13/2026 12:02:59 PM
Comment

PW Staff Report for BOS Meeting 03.31.2026 TMP-16187.pdf

File Name PW Staff Report for BOS Meeting 03.31.2026 TMP-16187.pdf
Content Type application/pdf
Updated By Sarah Roberson
Upload Date 03/13/2026 12:32:55 PM
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	03/13/2026 01:19:00 PM	03/14/2026	Sarah Roberson	1	
Budget Amendment Event	Review Budget Amendment	Not Required		03/14/2026		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	03/13/2026 02:05:56 PM		Lauren Weston (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		03/14/2026	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 #: 26-1517 **Agenda Date:** 4/14/2026 **Agenda #:** C.118.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Agreement between Contra Costa County and the City of Pittsburg for the Delta De Anza Multimodal Trail Safety Improvements Project, Bay Point area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a Joint Exercise of Powers Agreement (Agreement) between Contra Costa County and the City of Pittsburg (City) for the design and construction of the Delta De Anza Multimodal Trail Safety Improvements Project (Project No. 0676-6P1111), Bay Point area. (District V)

FISCAL IMPACT:
89% One Bay Area Grant (Federal) Funds, 7% City of Pittsburg Funds, and 4% Local Road Funds

BACKGROUND:
The Delta De Anza Multimodal Trail Safety Improvements project is a joint project with the City that consists of constructing a series of safety and operational enhancements to the Delta De Anza Trail within the communities of Pittsburg and Bay Point. The Delta De Anza Trail is currently a 12-foot-wide asphalt trail serving pedestrians and bicyclists with several crossings at major and minor roads. In coordination with the County, the City will construct the following improvements: 1) Delta De Anza Trail Crossing Intersections - Install crossing enhancements, that may include a combination of treatments such as raised crosswalks, rapid rectangular flashing beacons, high-visibility crosswalks, lighting, wayfinding signage, and green bike lanes; and 2) Delta De Anza Trail Improvements - Install landscaping, lighting, trail pavement, fencing, and other improvements. County improvements only comprise crossing enhancements at up to eight locations.

The purpose of this Agreement is to set forth the parties' financial and project responsibilities pertaining to design, environmental clearance, right of way acquisition, and construction of the roadway improvements. The County will contribute a maximum of $250,000 towards project costs. These funds would cover the 11.47% local match required for the federal One Bay Area Grant Cycle 3 funding awarded to this project. The Agreement is structured to allow the City to be the lead for preliminary engineering, environmental review, right-of-way activities, and project construction. The Agreement allows County approval authority over all portions of the project in County jurisdiction.

CONSEQUENCE OF NEGATIVE ACTION:
If the Public Works Department is not authorized to execute the Joint Exercise Powers Agreement, the design and construction of the project will be delayed and improvements within the County's section of the trail may

not be constructed.

JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN CONTRA COSTA COUNTY AND THE CITY OF PITTSBURG
FOR THE DELTA DE ANZA MULTIMODAL TRAIL SAFETY IMPROVEMENTS

This JOINT EXERCISE OF POWERS AGREEMENT ("AGREEMENT"), dated as of the ___ day of _____, 2026 ("EFFECTIVE DATE"), is entered into by Contra Costa County, a political subdivision of the State of California ("COUNTY"), and the CITY OF PITTSBURG, California, a municipal corporation ("CITY"). COUNTY and CITY are sometimes referred to herein together as the "PARTIES," and each as a "PARTY."

RECITALS

A. The Delta De Anza Multimodal Trail Safety Improvements (the "PROJECT") is a project to implement a series of safety and operational enhancements to the Delta De Anza Trail within the communities of Bay Point and Pittsburg. Within these communities, 22 at-grade crossings exist on the Delta De Anza Trail. In coordination with Contra Costa County, East Bay Regional Park District, and East Bay Municipal Utility District (EBMUD), the City of Pittsburg will design and construct the following improvements: 1) Delta de Anza Trail Crossing Intersections – Install crosswalk enhancements that may include a combination of treatments such as raised crosswalks, rapid rectangular flashing beacons, high-visibility crosswalks, lighting, wayfinding signage, and green bike lanes; 2) Delta de Anza Trail Improvements – Install landscaping, lighting, trail pavement, fencing, and other improvements consistent with the City's Living Green Gardens for sustainability, shown in location map in Exhibit A, attached hereto and incorporated herein by reference. The PROJECT will be scaled to remain within the approved budget as shown in Exhibit B. The PROJECT is located within unincorporated (Bay Point) Contra Costa County and incorporated City of Pittsburg.

B. The CITY submitted a One Bay Area Grant (OBAG 3) application for the Project and was selected through a competitive process administered by Contra Costa Transportation Authority (CCTA) to receive $4,427,000 in federal funding.

C. COUNTY and CITY intend to define herein the understanding by which COUNTY and CITY are to implement the PROJECT phases described herein. This AGREEMENT describes how the PARTIES will exercise powers common to them within their respective jurisdictions to complete PROJECT-related preliminary design, detailed design, preliminary engineering, environmental clearance and any necessary right of way acquisition. As further described in this AGREEMENT, the PARTIES intend for PROJECT construction to occur after the PARTIES mutually agree to proceed to that PROJECT phase, following any required environmental review under the California Environmental Quality Act ("CEQA").

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions identified herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. PURPOSE. This AGREEMENT is entered into pursuant to Government Code section 6500, *et seq*., Code of Civil Procedure section 1240.140, Streets and Highways Code sections 943 and 1810, and other applicable laws, to provide for the PARTIES' exercise of their shared powers for the purpose of completing the PROJECT within their respective jurisdictions. This AGREEMENT sets forth the PARTIES' obligations to complete activities and pay costs related to PROJECT-related design, environmental documentation and permitting, any necessary right of way acquisition, and construction within their jurisdictions. The estimated PROJECT costs, and approximate allocation of those costs between the PARTIES, are shown in Exhibit B attached hereto and incorporated herein by reference.

2. TERM; EXPIRATION. The term of this AGREEMENT begins on the EFFECTIVE DATE, and it expires upon the COUNTY's acceptance of the PROJECT as complete under Section 7, unless this AGREEMENT is terminated earlier in accordance with Section 3(g) or Section 12.

3. PRELIMINARY AND FINAL ENGINEERING; ENVIRONMENTAL REVIEW.

   a. City's Obligations. CITY shall complete PROJECT preliminary and final design engineering, environmental processing and review, and right-of-way engineering.

   b. CEQA. CITY shall act as the lead agency for the PROJECT for purposes of the California Environmental Quality Act ("CEQA"), and it shall complete all appropriate environmental review under CEQA, as determined by CITY, prior to advertising for bids for the PROJECT. COUNTY shall determine whether it meets the requirements of a responsible agency under CEQA, and, if such requirements are met, COUNTY shall appropriately participate during PROJECT CEQA environmental review in the capacity of a CEQA responsible agency.

   c. Conceptual Designs. CITY shall provide 15% plans and estimate ("Conceptual Designs") to the COUNTY for review and comment before moving into subsequent phases of the project. If, upon review of the Conceptual Designs that the project is not economically feasible, COUNTY may terminate this AGREEMENT by providing written notice to the CITY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

   d. Project PS&E. CITY shall submit to COUNTY for review 35%, 65%, and 95% plans, specifications, and estimates (each "PS&E"). COUNTY shall review and comment on each CITY submittal within thirty (30) days of receipt of the submittal from the CITY.

   e. Compliance with COUNTY Standards. For that portion of the PROJECT within COUNTY's jurisdiction, CITY shall perform all engineering and design work to the

satisfaction of COUNTY, in accordance with COUNTY standards and requirements, and in accordance with all applicable State of California, Department of Transportation standard plans and specifications. COUNTY shall have approval authority over the PROJECT PS&E for that portion of the PROJECT within the COUNTY's jurisdiction.

f. Discretionary Approvals. Neither COUNTY nor CITY will make any discretionary decision with respect to any portion of the PROJECT until after COUNTY's and CITY's respective legislative bodies have approved the PROJECT environmental document(s). CITY shall not solicit bids for PROJECT construction until after COUNTY's and CITY's legislative bodies approve the PROJECT PS&Es under Section 3(g).

g. Approval of Final PS&Es. Before PROJECT construction begins: the final PS&E for the portion of the PROJECT in COUNTY's jurisdiction shall be approved by either COUNTY's Board of Supervisors, or by a COUNTY employee who is authorized to exercise discretionary authority to give such approval in conformity with COUNTY standards, as determined by COUNTY in its sole discretion; and the final PS&E for the portion of the PROJECT in CITY's jurisdiction shall be approved by either CITY's City Council, or by a CITY employee who is authorized to exercise discretionary authority to give such authority in conformity with CITY standards, as determined by CITY in its sole discretion.

h. County's Ability to Terminate Before Right of Way Acquisition Begins. If, at any time before CITY commences any PROJECT Right of Way Activities (defined in Section 4(a), below), COUNTY determines that it does not have sufficient financial resources to proceed with the PROJECT, COUNTY may terminate this AGREEMENT by providing written notice to CITY. Otherwise, this AGREEMENT may only be terminated under Section 12 (Termination).

4. RIGHT-OF-WAY ACTIVITIES.

a. Designation of Party to Perform Right of Way Activities. Pursuant to Code of Civil Procedure section 1240.140, CITY is hereby designated as the PARTY to acquire all property and property interests required for the PROJECT within the PARTIES' jurisdictions, by eminent domain or otherwise, by and through the CITY's City Council, CITY officials and departments, and CITY's attorneys, including outside counsel (collectively, "Right of Way Activities").

i. CITY shall perform all Right of Way Activities for the PROJECT, which may include but may not be limited to acquisition of right of way, slope easements, utility easement, license agreements, temporary construction easements, right of entry permits, storm drainage easements, drainage releases, relinquishment of abutter's rights, and floating easements for maintenance.

ii. CITY's City Council may consider adopting a resolution of necessity in accordance with all applicable legal requirements. CITY's City Council will exercise its independent discretion in determining whether to adopt any resolution of necessity.

Nothing in the AGREEMENT commits the City Council to adopting any resolution of necessity.

iii. CITY shall be the PARTY responsible for conducting all public hearings to the end of adopting a resolution of necessity, and for taking all steps necessary to pursue to conclusion eminent domain proceedings as may be necessary to obtain property and property interests for or relating to the PROJECT, and, in connection therewith, for entering into any and all contracts to obtain performance of all legal (including outside counsel), engineering, appraisal, right-of-way, relocation assistance, expert valuation, and related services (also, collectively, "Right of Way Activities").

b. COUNTY's Acceptance of Project Right of Way. Within ninety (90) days after CITY acquires any property or property interests required for the portion of the PROJECT within COUNTY's jurisdiction, CITY shall transfer to COUNTY, and COUNTY shall accept from CITY, title to said property or property interests.

c. Survival. The obligations in this Section 4 shall survive the expiration or termination of this AGREEMENT.

5. PROJECT CONSTRUCTION. The PARTIES agree that CITY will not advertise the PROJECT to solicit bids until after both PARTIES' authorized representatives mutually agree in writing to proceed to PROJECT bidding ("Notice to Proceed to Bid"). Each PARTY shall require its authorized representative to not unreasonably withhold agreement to proceed to PROJECT bidding. Upon the execution of the Notice to Proceed to Bid by both PARTIES, the PARTIES' obligations under Section 5 become effective, as further described in this section.

a. CITY as Lead for Construction. CITY shall act as lead agency for the PROJECT for construction purposes, and it shall be responsible for the overall management, advertisement, and PROJECT construction contract ("PROJECT Construction Contract") award. CITY shall be responsible for all PROJECT-related contract administration for construction-related activities within the jurisdictional boundaries of the COUNTY and CITY, and for ensuring that the PROJECT is constructed in compliance with all applicable local, state, and federal laws applicable to COUNTY and CITY, including without limitation the applicable provisions of the California Public Contract Code and the California Labor Code.

b. Parties' Review of Bids and Financial Impacts. Within five (5) days after the PROJECT Construction Contract bid submission deadline, and before CITY considers awarding a PROJECT Construction Contract to the lowest responsible bidder, CITY will notify COUNTY regarding the amount of the bid from the apparent lowest responsive and responsible bidder and the anticipated amount of the COUNTY CONSTRUCTION COSTS (defined in Section 6(b)) that COUNTY would be required to pay under this AGREEMENT. If, within ten (10) days after receiving that information, COUNTY's authorized representative reasonably determines that COUNTY does not have sufficient available financial resources to fund the remaining COUNTY PRE-CONSTRUCTION

COSTS (defined in Section 6(a)) and the COUNTY CONSTRUCTION COSTS, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Sections 6(a) and 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period in which COUNTY will reimburse CITY for the difference between (a) the amount of remaining COUNTY PRE-CONSTRUCTION COSTS, plus the COUNTY CONSTRUCTION COSTS that the COUNTY is required to pay under this AGREEMENT, minus (b) COUNTY's then available financial resources for remaining COUNTY PRE-CONSTRUCTION COSTS and COUNTY CONSTRUCTION COSTS. Nothing in this AGREEMENT requires CITY's City Council to exercise its discretion in any particular way in response to, or after considering, PROJECT Construction Contract bids that CITY receives; and CITY reserves the right for its City Council to award a contract to the lowest responsive and responsible bidder, as determined by CITY, or to reject all bids received, or to take any other discretionary action authorized by law.

c. Issuance of County Encroachment Permit. Upon request by CITY or its contractor, COUNTY shall issue an encroachment permit to CITY's contractor for all improvements constructed under the PROJECT within the jurisdictional boundaries of the COUNTY, at no fee to CITY or its contractor.

d. County as Additional Insured. CITY shall require the PROJECT construction contractor to maintain, at a minimum, the policies of insurance, at the specified limits, set forth in Exhibit C, attached hereto. CITY shall require its PROJECT construction contractor to name the COUNTY, its elected officials, officers, directors, employees, agents, and representatives as additional insureds under each insurance policy. Following construction contract award and before construction of the PROJECT begins, the CITY shall provide the COUNTY, or the CITY shall require the PROJECT construction contractor to provide the COUNTY, a certificate of insurance that meets the requirements of this section.

e. COUNTY as Additional Indemnitee. CITY shall require its PROJECT construction contractor to indemnify, defend, and hold harmless COUNTY to the same extent that the contractor is required to indemnify, defend, and hold harmless CITY.

f. Bonds. CITY shall require its PROJECT construction contractor to obtain payment and performance bonds that name both COUNTY and CITY as obligees under the bonds.

g. Warranty. CITY shall require its PROJECT construction contractor to guarantee to COUNTY and CITY, for a period of one (1) year following acceptance of the PROJECT by CITY under Section 7, that the PROJECT is constructed in accordance with the final and as-built PROJECT PS&E, is and will be free from defects, and will perform satisfactorily in accordance with COUNTY and CITY standards and requirements.

h. Qualified Representatives. Each of COUNTY and CITY shall designate representatives for all construction-related communications between COUNTY and CITY during the PROJECT construction phase. For PROJECT features within COUNTY's jurisdiction, COUNTY may elect to authorize its qualified representative to have authority to accept or reject work or materials, or to order any actions needed for public safety or the preservation

of property, and to assure compliance with all provisions of the COUNTY's encroachment permit.

i. Project Change Orders. CITY shall administer all PROJECT change orders. For any PROJECT change order affecting portions of the PROJECT within COUNTY's jurisdiction, CITY's authorized representative will provide COUNTY's authorized representative a copy of the proposed change order; and COUNTY's authorized representative shall respond to the proposed change order within five (5) days after receiving the proposed change order from CITY. COUNTY shall require its authorized representative to not unreasonably withhold approval of any PROJECT change order affecting portions of the PROJECT within COUNTY's jurisdiction.

j. Unanticipated Physical Conditions. Notwithstanding Section 5(i), if PROJECT changes in COUNTY's jurisdiction are required due to unanticipated physical conditions of property required for the PROJECT, and if those PROJECT changes would cause the COUNTY CONSTRUCTION COSTS to exceed the amount in Exhibit B, the PARTIES' authorized representatives shall meet and confer regarding proposed PROJECT changes within five (5) days after CITY notifies COUNTY about those PROJECT changes. If COUNTY's authorized representative reasonably determines that COUNTY does not have sufficient available financial resources to fund the increased costs associated with the proposed PROJECT changes, the PARTIES' authorized representatives will negotiate in good faith regarding an amendment to Section 6(b) of this AGREEMENT to include terms addressing the cost structure for and time period under which COUNTY will reimburse CITY for the increased costs attributable to the proposed PROJECT changes.

k. Disputes with the Project Construction Contractor. In the event of a dispute between CITY and the CITY's PROJECT construction contractor that could increase the COUNTY CONSTRUCTION COSTS beyond those listed in Exhibit B, or that could expose COUNTY to other financial liability not included in Exhibit B, the PARTIES' authorized representatives shall negotiate in good faith in an effort to resolve the dispute to their reasonable satisfaction.

6. FINANCIAL RESPONSIBILITY, INVOICING, AND PAYMENT.

a. Pre-Construction Costs. COUNTY shall pay CITY 11.47% of the actual costs for all pre-construction activities for that portion of the PROJECT within COUNTY's jurisdiction (collectively "COUNTY PRE-CONSTRUCTION COSTS"), provided that the COUNTY's PRE-CONSTRUCTION COSTS shall not exceed the lesser amount of either twenty-five percent (25%) of the COUNTY CONSTRUCTION COSTS defined in Section 6(b) or $250,000. COUNTY PRE-CONSTRUCTION COSTS include all of preliminary and final engineering, including work to obtain environmental clearance and permits, and all Right of Way Activities, as applicable. The COUNTY PRE-CONSTRUCTION COSTS are estimated and shown in Exhibit B, under total design attached hereto.

b. Construction Costs. COUNTY shall pay CITY 11.47% of the actual costs to construct and administer the construction of that portion of the PROJECT in COUNTY's jurisdiction

("COUNTY CONSTRUCTION COSTS"). The COUNTY CONSTRUCTION COSTS are estimated and shown in Exhibit B (currently, line items for the "CON Phase"). Immediately after CITY's award of the PROJECT Construction Contract, the PARTIES agree to replace Exhibit B with a new Exhibit B, in accordance with Section 6(d).

c. Invoicing and Payment. CITY shall invoice COUNTY after the following events for all costs incurred by CITY: (a) approval of Final PS&Es as specified in Section 3(g); and (b) completion and acceptance as specified in Section 7. COUNTY shall pay the amount stated on an invoice within forty-five (45) days after receiving the invoice from CITY.

d. Updating Exhibit B. As of the EFFECTIVE DATE, Exhibit B includes the estimated cost of the PROJECT for both PARTIES. This amount represents the anticipated cost for budgeting purposes, but the amount may not represent the actual cost to complete the PROJECT. The PARTIES' authorized representatives may agree to replace Exhibit B with a new Exhibit B whenever they deem necessary to update the PROJECT scope of work, cost estimates, and cost allocation shown in Exhibit B. The PARTIES agree that Exhibit B shall be replaced following the award of a PROJECT Construction Contract and after each PROJECT change order. Each new Exhibit B must be signed by authorized representatives of both PARTIES, which shall cause it to be incorporated into this AGREEMENT. The PARTIES acknowledge that a new Exhibit B may include new line items in addition to those referenced in Sections 6(a) and 6(b).

e. Survival. The obligations in this Section 6 shall survive the expiration or termination of this AGREEMENT.

7. COMPLETION & ACCEPTANCE. Upon completion of PROJECT construction, as determined by CITY, CITY and COUNTY representatives shall conduct a joint final inspection of the PROJECT prior to acceptance of improvements as complete. Following the joint final inspection THE CITY's CITY COUNCIL shall consider accepting the PROJECT as complete. Within thirty (30) days after CITY accepts the PROJECT as complete, COUNTY shall cause its Board of Supervisors to consider accepting the portions of the PROJECT in the COUNTY as complete, which acceptance shall not be unreasonably withheld. After CITY accepts the PROJECT as complete, CITY shall provide COUNTY copies of all as-built drawings for the PROJECT improvements.

8. RELEASE OF WARRANTY. Prior to expiration of the one-year warranty period for the contractor's warranty referenced in Section 5(g), COUNTY's and CITY's authorized representatives shall conduct a joint inspection of the PROJECT. The purpose of this joint inspection is to determine whether the PROJECT has performed during the one-year warranty period to COUNTY's and CITY's satisfaction. After this joint final inspection, COUNTY shall provide CITY written concurrence for a release of the warranty bond for the PROJECT, which concurrence shall not unreasonably be withheld. Upon receipt of COUNTY's written concurrence, CITY may release the warranty bond for the PROJECT. The obligations in this Section 8 shall survive the expiration of this AGREEMENT.

9. OWNERSHIP AND MAINTENANCE; INDEMNITY.

a. County's Obligations. After COUNTY accepts the PROJECT as complete under Section 7, COUNTY shall own and maintain the portion of the PROJECT located in COUNTY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless CITY, its governing body, officers, agents, and employees, from and against all claims, demands, suits, costs, expenses and liability for any damages, injury, sickness, or death ("Liabilities") arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in COUNTY's jurisdictional boundaries.

b. City's Obligations. After CITY accepts the PROJECT as complete under Section 7, CITY shall own and maintain the portion of the PROJECT located in CITY's jurisdictional boundaries, shall assume total responsibility for that portion of the PROJECT, and shall defend, indemnify, save, and hold harmless COUNTY, its governing body, officers, agents, and employees, from and against all Liabilities arising out of or related to the design, construction, use, operation, or maintenance of the portion of the PROJECT located in the CITY's jurisdictional boundaries.

c. Survival. The obligations in this Section 9 are in addition to the obligations in Section 10. If there is any conflict between a PARTY's obligations in this Section 9 and the PARTY's obligations in Section 10, the conflicting obligation in this Section 9 shall prevail and govern. The obligations in this Section 9 shall survive the expiration or termination of this AGREEMENT.

10. HOLD HARMLESS.

a. Standard of Care. Nothing in this AGREEMENT is intended to affect the legal liability of any PARTY by imposing any standard of care, with respect to the work performed hereunder, different from the standard of care imposed by law.

b. City's Obligations. CITY shall defend, indemnify, and hold harmless COUNTY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of CITY's performance of its obligations under this AGREEMENT.

c. County's Obligations. COUNTY shall defend, indemnify, and hold harmless CITY, and its governing body, officers, agents, and employees, from and against that portion of any Liabilities related to or arising out of COUNTY's performance of its obligations under this AGREEMENT.

d. Survival. The obligations of this Section 10 shall survive the termination or expiration of this AGREEMENT. If there is any conflict between a PARTY's obligations in this Section 10 and the PARTY's obligations in Section 9, the conflicting obligation in Section 9 shall prevail and govern.

11. MODIFICATION. This AGREEMENT may not be modified or amended except in a writing signed by all PARTIES hereto. However, the PARTIES' authorized representatives may modify this AGREEMENT by updating Exhibit B, as described in and pursuant to Section 6(d).

12. TERMINATION.

    a. Termination for Cause. If either PARTY reasonably determines that the other PARTY (a) is unable to fulfill the terms of the AGREEMENT, (b) is violating or has violated any laws pertaining to the AGREEMENT or PROJECT, or (c) has failed to cooperate with the other PARTY in accordance with the terms of the AGREEMENT, the aggrieved PARTY shall give the other PARTY written notice specifying the reasons for that determination. Within 10 days thereafter, each PARTY's designated representative shall meet and cooperate in good faith to attempt to resolve the issue or issues specified in the notice. If the issue or issues cannot be resolved to the reasonable satisfaction of both PARTIES, the aggrieved PARTY may terminate this AGREEMENT immediately upon written notice to the other PARTY.

    b. Termination upon Mutual Agreement. Except to the extent this AGREEMENT provides otherwise, the PARTIES may terminate this AGREEMENT by mutual written agreement.

    c. County's Obligations. If this AGREEMENT is terminated, COUNTY shall pay CITY for costs incurred in connection with the PROJECT up to the date of termination, in accordance with Section 6.

13. NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, express or implied, is intended to confer on any person, other than the PARTIES and their successors and assigns, any rights or remedies by reason of this AGREEMENT.

14. AGREEMENT CONSTRUCTION. The section headings and captions of this AGREEMENT are, and the arrangement of this AGREEMENT is, for the sole convenience of the PARTIES to this AGREEMENT. The section headings, captions, and arrangement of this AGREEMENT do not in any way affect, limit, amplify, or modify the terms and provisions of this AGREEMENT. This AGREEMENT shall not be construed as if it had been prepared by one of the PARTIES, but, rather, as if all PARTIES have prepared it. The PARTIES to this AGREEMENT and their attorneys have read and reviewed this AGREEMENT and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this AGREEMENT.

15. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding of the PARTIES relating to the subject matter of this AGREEMENT. No promise, representation, warranty or covenant not included in this AGREEMENT has been or is relied upon by any PARTY.

16. COUNTERPARTS. This AGREEMENT may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original with all counterparts

constituting but one and the same instrument. The execution of this AGREEMENT will not become effective until counterparts have been executed by both PARTIES. Faxed signatures on this AGREEMENT or any notice, consent, or amendment required under this AGREEMENT are binding.

17. NOTICES. All correspondence regarding this AGREEMENT, including invoices, payments, and notices shall be directed to the following persons at the following addresses and facsimile numbers, which may be changed by written notice from one PARTY to the other:

COUNTY:	CITY:
Warren Lai, Public Works Director	City Manager
255 Glacier Drive	65 Civic Ave
Martinez, CA 94553-4825	Pittsburg, CA 94565
Fax: (925) 313-2333	Fax: (925) 252-4814

or to such other addresses as the COUNTY and CITY may respectively designate by written notice to the other PARTY. Notice shall be deemed given on the same day if it is personally delivered, on the next day if it is delivered by overnight delivery, or on the fifth (5th) day after the postmark date if it is given by U.S. Mail.

18. GOVERNING LAW. This AGREEMENT will be governed and construed in accordance with California law.

19. WAIVER. A waiver or breach of any covenant or provision in this AGREEMENT will not be deemed a waiver of any other covenant or provision in this AGREEMENT, and no waiver will be valid unless in writing and executed by the waiving PARTY.

20. SEVERABILITY. If any term or provision of this AGREEMENT is, to any extent, held invalid or unenforceable by a court of competent jurisdiction, this AGREEMENT shall be construed as not containing that term, and the remainder of this AGREEMENT shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the PARTIES' intent under this AGREEMENT.

21. ASSIGNMENT AND DELEGATION. This AGREEMENT, and any portion hereof, shall not be assigned or transferred, nor shall all or any part of a PARTY's duties be delegated, without the written consent of the other PARTY. Any attempt to assign or delegate this AGREEMENT or any part hereof without the prior written consent of the other PARTY shall be void and of no force or effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment.

22. FURTHER ASSURANCES. Whenever requested to do so by the other PARTY, each PARTY will execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all obligations, conveyances, transfers, and assignments under this

AGREEMENT, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this AGREEMENT.

23. COUNTERPARTS. This AGREEMENT may be executed in counterparts that, together, constitute one and the same instrument.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the PARTIES have each executed this AGREEMENT as of the EFFECTIVE DATE.

CONTRA COSTA COUNTY:

By:_____
Warren Lai
Public Works Director

CITY OF PITTSBURG:

By:_____
City Manager

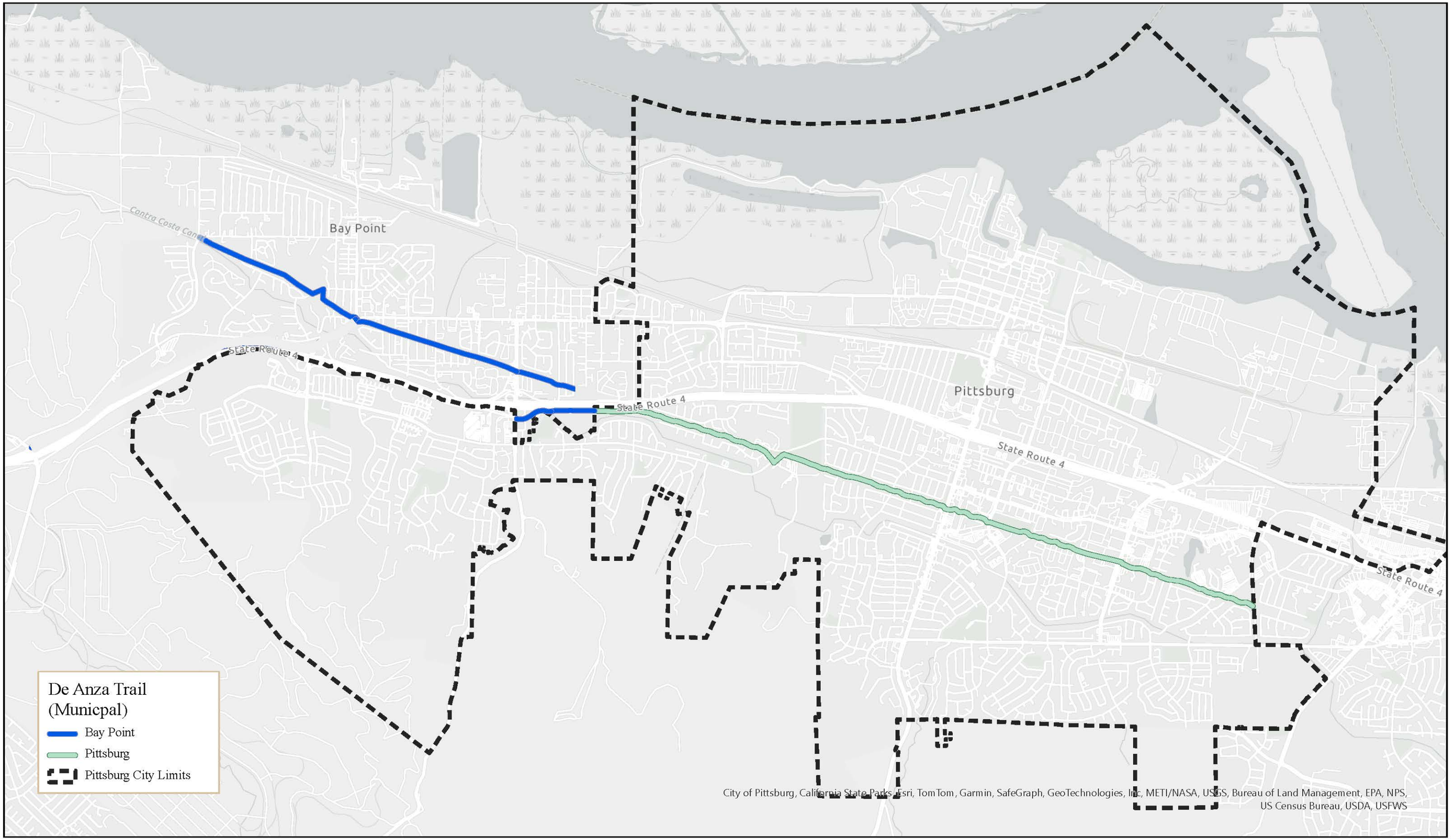
APPROVED AS TO FORM:
Thomas L. Geiger
County Counsel

By:_____
County Counsel

APPROVED AS TO FORM:

By:_____
City Attorney

Exhibit "A"



0 0.5 1 2 Miles

N W E S

Delta De Anza Trail
Location Map

City of Pittsburg

Exhibit B

Project Name- Delta De Anza Multimodal Trail Safety Improvements

Project Phase	Proposed Cost	Pittsburg Portion	Pittsburg Contribution (11.47%)*	Bay Point (County) Portion	Bay Point(County) Contribution (11.47%)*
Design					
Phase 1 - Package A	$ 151,000.00	$ 54,360.00	$ 6,235.09	$ 96,640.00	$11,085
Phase 2 - Package B	$ 344,000.00	$ 194,330	$ 22,289.60	$ 149,670	$17,167
Total Design	$ 495,000.00	$ 248,689.52	$ 28,524.69	$ 246,310.48	**$ 28,251.81**
Construction**					
Construction Contract(CON)	$ 4,447,406.00	$ 2,890,813.90	$ 331,576.35	$ 1,556,592	$ 178,541
Construction Support(CE)	$ 67,000.00	$ 43,550.00	$ 4,995.19	$ 23,450	$ 2,689.72
Total Construction	$ 4,514,406.00	$ 2,934,363.90	$ 336,571.54	$ 1,580,042	**$ 181,230.83**
Total Anticipated Project Cost	$ 5,009,406.00	$ 3,183,053.42	$ 365,096.23	$ 1,826,352.58	**$ 209,482.64**

* Federal Grant Reimbursement (88.53%) of Federal Participating Cost

** Cost to be Updated based on the 100% PS&E and after Bid Opening

Exhibit C
Excerpts from City's Standard Provision for Public Works Project

4.3 Insurance. No later than ten days following issuance of the Notice of Potential Award, Contractor must procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract, through the date of City's acceptance of the Project. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Contractor fails to provide any of the required coverage in full compliance with the requirements of the Contract Documents, City may, at its sole discretion, purchase such coverage at Contractor's expense and deduct the cost from payments due to Contractor, or terminate the Contract for default. The procurement of the required insurance will not be construed to limit Contractor's liability under this Contract or to fulfill Contractor's indemnification obligations under this Contract.

(A) ***Policies and Limits.*** The following insurance policies and limits are required for this Contract, unless otherwise specified in the Special Conditions:

(1) *Commercial General Liability ("CGL") Insurance:* The CGL insurance policy must be issued on an occurrence basis, written on a comprehensive general liability form, and must include coverage for liability arising from Contractor's or its Subcontractor's acts or omissions in the performance of the Work, including contractor's protective coverage, contractual liability, products and completed operations, and broad form property damage, with limits of at least $2,000,000 per occurrence and at least $4,000,000 general aggregate. The CGL insurance coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth in this Section, including required endorsements.

(2) *Automobile Liability Insurance:* The automobile liability insurance policy must provide coverage of at least $2,000,000 combined single-limit per accident for bodily injury, death, or property damage, including hired and non-owned auto liability.

(3) *Workers' Compensation Insurance and Employer's Liability:* The workers' compensation and employer's liability insurance policy must comply with the requirements of the California Labor Code, providing coverage of at least $1,000,000 or as otherwise required by the statute. If Contractor is self-insured, Contractor must provide its Certificate of Permission to Self-Insure, duly authorized by the DIR.

(4) *Pollution Liability Insurance:* The pollution liability insurance policy must be issued on an occurrence basis, providing coverage of at least $2,000,000 for all loss arising out of claims for bodily injury, death, property damage, or environmental damage caused by pollution conditions resulting from the Work.

(5) *Builder's Risk Insurance:* The builder's risk insurance policy must be issued on an occurrence basis, for all-risk or "all perils" coverage on a 100% completed value basis on the insurable portion of the Project for the benefit of City.

(B) ***Notice.*** Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, cancelled or allowed to expire without at least 30 days advance written notice to City, unless due to non-payment of premiums, in which case ten days advance written notice must be made to City.

(C) ***Waiver of Subrogation.*** Each required policy must include an endorsement providing that the carrier will waive any right of subrogation it may have against City.

(D) ***Required Endorsements.*** The CGL policy, automobile liability policy, pollution liability policy, and builder's risk policy must include the following specific endorsements:

(1) The City, including its Council, officials, officers, employees, agents, volunteers and consultants (collectively, "Additional Insured") must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Contract. The additional insured endorsement must be provided using ISO form CG 20 10 11 85 or equivalent form(s) approved by the City.

(2) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(3) The insurance provided by Contractor is primary and no insurance held or owned by any Additional Insured may be called upon to contribute to a loss.

(4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

(E) ***Contractor's Responsibilities.*** This Section 4.3 establishes the minimum requirements for Contractor's insurance coverage in relation to this Project, but is not intended to limit Contractor's ability to procure additional or greater coverage. Contractor is responsible for its own risk assessment and needs and is encouraged to consult its insurance provider to determine what coverage it may wish to carry beyond the minimum requirements of this Section. Contractor is solely responsible for the cost of its insurance coverage, including premium payments, deductibles, or self-insured retentions, and no Additional Insured will be responsible or liable for any of the cost of Contractor's insurance coverage.

(F) ***Deductibles and Self-Insured Retentions*.** Any deductibles or self-insured retentions that apply to the required insurance (collectively, "deductibles") in excess of $100,000 are subject to approval by the City's Risk Manager, acting in his or her sole discretion, and must be declared by Contractor when it submits its certificates of insurance and endorsements pursuant to this Section 4.3. If the City's Risk Manager determines that the deductibles are unacceptably high, at City's option, Contractor must either reduce or eliminate the deductibles as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City's satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(G) ***Subcontractors.*** Contractor must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 4.3, with respect to its performance of Work on the Project, including those requirements related to the Additional Insureds and waiver of subrogation, but excluding pollution liability or builder's risk insurance unless otherwise specified in the Special Conditions. A Subcontractor may be eligible for reduced insurance coverage or limits, but only to the extent approved in writing in advance by the City's Risk Manager. Contractor must confirm that each Subcontractor has complied with these insurance requirements before the Subcontractor is permitted to begin Work on the Project. Upon

request by the City, Contractor must provide certificates and endorsements submitted by each Subcontractor to prove compliance with this requirement. The insurance requirements for Subcontractors do not replace or limit the Contractor’s insurance obligations.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1518 **Agenda Date:** 4/14/2026 **Agenda #:** C.119.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Contract with Future Ford of Concord, LLC for On-Call Ford Fleet Maintenance and Repair Services for Vehicles, 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 Future Ford of Concord, LLC, in an amount not to exceed $5,000,000, to provide on-call Ford vehicle maintenance and repair services for the period of March 1, 2026 through February 28, 2029, Countywide.

FISCAL IMPACT:
100% Fleet Internal Service Fund

BACKGROUND:
Public Works Fleet Services manages maintenance and repair operations for more than 1,700 vehicles, the majority of which are Ford models. Most of the work is performed by Fleet staff but a vendor is necessary to provide overflow support during periods of high workload, at times of staffing gaps, and specialty repairs that require OEM-certified equipment.

In September 2025, the Public Works Department conducted a formal solicitation for on-call Ford fleet maintenance and repair services, posting the Request for Proposal on BidNet Direct (RFP_F-Contr-0000000122). Future Ford of Concord, LLC was one of the two bidders and Future Ford of Concord, LLC was awarded the contract.

Fleet Services is requesting approval of a service contract with Future Ford of Concord, LLC for the term March 1, 2026 through February 28, 2029 in the amount of $5,000,000.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, a vendor will not be available to assist with critical preventative maintenance and repairs which would adversely affect vehicle reliability, take longer for repairs, and disrupt operations across County departments.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1519 **Agenda Date:** 4/14/2026 **Agenda #:** C.120.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: 2500 Bates Avenue Ste B Concord - Lease term renewal

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to exercise a three-year lease renewal between the County, as lessee, and Gonsalves and Santucci, Inc, as lessor, for approximately 37,209 square feet of office space located at 2500 Bates Ste B Concord for the period July 1, 2026 - June 30, 2029.

AUTHORIZE the Public Works Director, or designee, to exercise the second of two lease term renewals in accordance with the terms of the lease.

FISCAL IMPACT:
Lease costs are charged to 55% General Fund, 14% Maternal and Child Health allocation from California Department of Public Health (CDPH), 22% M/C reimbursements, 8% Health Care for the Homeless grant from Health Resources and Services Administration (HRSA), 1% California Lead Poisoning Prevention Program grant allocation via CDPH.

BACKGROUND:
This space has served as the office for the Public Health Administrator and Clinic Services of the Health Services Department since February 2017. The space continues to meet the requirements of the Public Health Administrator. By extending the lease term and allowing the Public Health Administration to continue its operation at this location, the County will save money in relocation expenses.

The County entered into a lease with Lessor in April, 2013. That lease was amended in February 2017 (First Amendment), and again in November 2020 (Second Amendment). The term of the Second Amendment is through June 30, 2026, and the Second Amendment contains two three-year renewal options. This action would approve the first three-year renewal option, which would extend the term through June 30, 2029. The rent for the first year of the renewal term would be $75,933/month. The rent would increase to $78,211/month for year two of the renewal term, and to $80,557/monthly for year three of the renewal term. This action would additionally authorize the Public Works Director, or designee, to exercise the second lease term renewal in accordance with the terms of the lease.

CONSEQUENCE OF NEGATIVE ACTION:
If the lease term is not extended, hundreds of staff doing critical work displaced with no other location to conduct business.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1520 **Agenda Date:** 4/14/2026 **Agenda #:** C.121.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Construction Permit with Contra Costa Water District, Bay Point area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a construction permit with Contra Costa Water District (CCWD) for ingress/egress to Pomo Street bridge (Bridge No.28C0480) for cleaning and re-painting as part of the Bridge Preventive Maintenance Project, Bay Point area. (County Project No.: 0662-6R4091) (District V)

FISCAL IMPACT:
Estimated permit cost: $6,800, 88.5% Highway Bridge Program Funds and 11.5% Local Road Funds.

BACKGROUND:
The permit is needed to provide the County and its contractors with temporary access to CCWD and the United States Bureau of Reclamation property to conduct preventative maintenance work on the Pomo Street Bridge as part of the Bridge Preventative Maintenance Project. The proposed work consists of cleaning and painting portions of the Pomo Street Bridge and is needed to extend the life of the bridge.

As a condition of the permit, CCWD is requiring County to indemnify CCWD from liabilities arising out of the County's operations under the permit.

CONSEQUENCE OF NEGATIVE ACTION:
If the permit is not approved, County will not be able to access the subject property to perform preventive maintenance on the bridge.

CONTRA COSTA WATER DISTRICT

Permit No. 937.26.03
Project No. _____

CONSTRUCTION PERMIT

Contra Costa Water District (CCWD) & United States Bureau of Reclamation (USBR) Property

Permittee Name: Contra Costa County

Address: 255 Glacier Drive, Martinez, CA 94553

Office Phone: 925.313.2179 Cell Phone: _____ Email: kara.schuh@pw.cccounty.us

Others who may also use this permit under the Permittee's direction and control: N/A

Permit Period: 10/27/2025 to 3/31/2027

Portion of the CCWD or USBR Property Permitted: Pomo Street Bridge at Contra Costa Canal MP 21.35 (See Exhibit "A")

Purpose for Use: Ingress/Egress to Pomo Street culvert Bridge Structure for cleaning and re-painting and limited/restricted staging areas. (See Exhibit "B")

Permittee will submit request for amendment once project awarded to Contractor. No work in permitted area prior to award of project and Contractor's work plan has been submitted to CCWD for review and approval.

Project/Event Account Number: WO 72210111

Administrative Deposit Balance: $1,500.00 as of 4/1/2022

Security Deposit Balance: $5,000.00 as of 4/1/2022

Land Use Fee $300.00 as of 9/30/2025

PERMIT TERMS AND CONDITIONS:

This permit is subject to all of the following:

1.) All of the Permit Terms and Conditions set forth on pages two (2) and three (3) of this permit.
2.) All terms and conditions set forth in the Application for Entry and Use of Property.
3.) Compliance with all rules and regulations of Contra Costa Water District and local, state, and federal regulatory agencies.
4.) Permittee must call USA North "811" at 1-800-227-2600 before any excavation. Permittee is required to remove all locate markings from the property to CCWD's satisfaction.

PERMITTEE

The undersigned Permittee hereby agrees to abide by all of the Permit Terms and Conditions.

Permittee (signature): _____

Printed Name: _____

Title: _____

Date: _____

CONTRA COSTA WATER DISTRICT

Permission to enter granted by:

_____

_____

Authorized District Representative

Date: _____

Contra Costa Water District
Real Property Division
2411 Bisso Lane - P.O. Box H2O
Concord, CA 94524-2099
925-688-8162
www.ccwater.com

Revised 09.22.2025

PERMIT TERMS AND CONDITIONS

THIS CONSTRUCTION PERMIT FOR USE OF A PORTION OF CONTRA COSTA WATER DISTRICT (CCWD) OR UNITED STATES BUREAU OF RECLAMATION (USBR) PROPERTY IS LIMITED TO THE TIME PERIOD SET FORTH HEREIN AND IS SUBJECT TO EACH OF THE FOLLOWING TERMS AND CONDITIONS:

1. At least 48 hours before starting work, permittee shall telephone CCWD) Real Property Department: at **925-688-8162** and inform CCWD when and where work will commence. Work performed without CCWD pre-construction inspection may, at the sole discretion of CCWD or USBR be ordered removed or re-performed with CCWD inspection at the sole cost of the Permittee. Note: Permittee may use the property of CCWD and/or USBR (the Property) only on Monday – Friday between 8am and 5pm unless otherwise authorized by CCWD.

2. This permit shall be revoked if Permittee neglects to fully comply with each of these terms and conditions. Additionally, CCWD reserves the right, at its sole discretion, to suspend, terminate, or revoke this permit at any time.

3. Permittee acknowledges that Permittee's use of the Property is subordinate to its prior and paramount use as a conservation property, watershed, water supply, water storage and distribution facility. Permittee will not cause or allow any interference with the use of said Property for the supply and distribution of water or with any activity of CCWD on the Property/right-of-way.

4. Permittee shall not cause or allow any damage to the Property or any facilities, or biological, cultural, historical, or natural resources located on the Property.

5. Permittee will not park vehicles, erect any structures, deposit or stockpile any materials, soil, spoil, waste or other materials on the Property unless specific approval is granted by CCWD.

6. Permittee shall not use any wood bridges on the Property. Permittee shall not enter into any restricted areas or other areas that are not open to the public, unless specific approval is granted by CCWD.

7. Any damage to the Property or the facilities, or biological, cultural, historical, or natural resources on the Property resulting from the activities for which this permit is obtained shall be repaired at the expense of the Permittee within 30 calendar days. CCWD will determine whether these repairs will be made by CCWD, in which case, the Permittee shall reimburse CCWD for its costs, including overhead, thereby incurred, or by the Permittee, in which case, the repairs shall be performed in accordance with the plans and specifications of CCWD and to the satisfaction of CCWD within 30 calendar days.

8. The Permittee shall be liable for, and shall indemnify and hold USBR, CCWD, directors, officers, employees, agents, associates, students, event attendees, or other persons acting under or in connection with this permit, harmless from any and all liability or claims therefor, for injury or death of any person or damage to or loss of property, or any other loss, damage or expense, arising from the activities for which this permit is obtained, excepting only such liability or claims that arise from the sole negligence of USBR or CCWD.

9. Throughout the period of the permit activities for which this permit is obtained, Permittee or its contractor shall maintain in force policies of liability and automobile insurance, providing coverage for the indemnity obligations described in the preceding paragraph, with a minimum of a combined single limit of $2,000,000 per occurrence and $4,000,000 aggregate for bodily injury and/or property damage. These policies shall name USBR, CCWD, directors, officers, employees, and agents of either as additional insured and shall provide that the coverage afforded under the policies shall not be canceled or reduced without 30 days prior written notice to CCWD. Before commencing activities for which this permit is obtained, Permittee shall provide CCWD with a legible certificate of insurance and a policy endorsement, evidencing all required coverage. Permittee shall also provide a legible workers' compensation certificate with a $1,000,000 Employers Liability limit.

10. If, during the exercise of the privileges conferred by this permit, a situation develops which, in the opinion of the Permittee, threatens the safety of persons or property of CCWD or others, or the Property, or other facilities within the Property, the Permittee will take immediate action to eliminate said threat. In the event that the Permittee does not do so immediately, CCWD reserves the right, after notifying the Permittee, to take such action as it may in its sole discretion deem necessary to eliminate said threat and the Permittee will, upon receipt of an itemized statement, reimburse CCWD for all costs, including overhead, incurred by it in connection with said action within 30 calendar days.

11. This permit is for the sole use of the Permittee and the Permittee's employees, agents, associates, students, event attendees, and contractors, and may not be transferred or assigned. Any attempt to transfer or assign this permit shall automatically revoke this permit.

12. A clean and legible copy of this permit shall be available for review at the project or event site on the Property at all times during such use.

13. U.S. Coast Guard-approved life jackets or buoyant work vests will be required if working near, next to, or within canals or other waterways. The Permittee shall be solely responsible for providing its employees, agents, associates, students, event attendees, and contractors with life jackets or buoyant work vests. Extreme caution shall be exercised at all times to prevent people and equipment from falling into ponds, reservoirs, or other bodies of water**. See OSHA §1926.106, "Working Over or Near Water."**

14. The Permittee shall comply with all applicable Federal, State and local laws and regulations and all CCWD policies, regulations and instructions, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in Property, water or facilities owned by the CCWD or USBR.

15. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

16. The Permittee may not allow contamination of Property, water or facilities owned, managed, or administered by USBR or CCWD by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

17. The Permittee shall report to CCWD, within 24 hours of its occurrence, any event that may or does result in pollution or contamination adversely affecting lands, water or facilities owned by CCWD.

18. In addition to and without limiting in any way the consequences set forth in paragraph 2 of these terms and conditions, violation of any of the provisions contained in paragraphs 14 through 17 of these terms and conditions shall constitute grounds for immediate termination of this permit and shall make the Permittee liable for the cost of full and complete remediation and/or restoration of any property, right of way, resources, or facilities, whether owned by the USBR or CCWD, that are adversely affected as a result of the violation.

19. The Permittee agrees to include the provisions contained in paragraphs 14 through 18 of these terms and conditions in any subcontract or third party contract it may enter into pursuant to this permit.

20. Permittee agrees to provide CCWD with project and/or event reports as requested, and as set forth in the Application for Entry and Use of Property.

21. Permittee agrees to comply with CCWD Code of Regulations, CCWD guidelines, and all local, state and federal rules, regulations and laws. Permittee agrees to not harm, disturb, or jeopardize any of the biological, cultural, historical, or natural resources located on CCWD property. The Permittee is responsible for the actions of its employees, contractors, family members and anyone under their direction for their respective compliance with the permit conditions and provisions of CCWD ordinances.

22. Where CCWD or USBR do not own access rights in fee title, Permittee shall be solely responsible for obtaining any and all rights required for Permittee to obtain access to the Property.


Exhibit "A"
Permit 72210111
TURNOUT (RT)
Pomo Street
Multi Purpose Water Pipeline
1120+40
1120+30
1120+25
Contra Costa Canal
MP 21.3
Yellow dashed lines depict staging areas and work site areas. Note: the paved drive area is NOT permitted to be used or blocked. CCWD must have safe access at all times.
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EXHIBIT "B"

1. Project is subject to the terms and conditions of the Contract and Easement No. 8-07-20-4157 dated August 30, 1998 issued by the United State Bureau of Reclamation (USBR) to Contra Costa County.
2. If any new features or structures are added, all such features and structures must be installed with the existing easement footprint as defined in the before mentioned Contract and Easement No. 8-07-20-4157.
3. A Contra Costa Water District construction inspector is required to be onsite during all activities that occur on the property owned by USBR. Please contact Sarah Lavalle at 925.688.8086 at least three (3) days in advance of any work to schedule and coordinate access and inspections.
4. Permittee will observe all safe practices including the use of life vests and will take all actions necessary to keep persons, items, debris, paint, solvent, and contaminants out of the canal water.
5. Coordination with CCWD Operations Department will be required regarding site access and management of Canal flows. Please contact Daniel Ellicock at 925-688-8180 or James Larot at 925-688-8393 at least 3 days in advance of any activities.
6. The access and maintenance trails/roadways on both sides of the Canal will always be kept clear and unobstructed for Contra Costa Water District safe access. This includes canal cleaning (with large equipment) and other operations and maintenance activities.
7. Prior to entering onto the property owned by the United States, Permittee will provide Contra Costa Water District with complete Containment Plans, Staging Plans, Plans for placing/constructing the platforms over the canal, and a list of all materials to be used in the repair, including paint and other chemicals, for Contra Costa Water District review and approval.
    a. Submit Safety Data Sheets (SDS) for all proposed chemicals/solvents/paints
    b. Best Management Practices shall be implemented wherever project activities present a risk of foreign material entering the Canal
8. Take and submit before and after photo/video documentation of the Canal liner and areas between the liner and arch culvert.
9. No anchoring into the Canal concrete liner. Canal liner shall not be used to support any loads for platforms or other equipment.
10. Ensure restoration to original conditions of ground between Canal liner and arch culvert, or other disturbed ground within the property of the United States.
11. No entry of persons, boats, or other materials into the canal water. No contact with the canal water is permitted. Potential exposure to Golden mussels and/or Quagga mussels must be avoided; contamination of the canal water must be avoided; preserving safety for all persons must be sustained.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1521 **Agenda Date:** 4/14/2026 **Agenda #:** C.122.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE State Match Agreement with Caltrans for Fiscal Year 2025/2026, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the agreement with the State of California, Department of Transportation (Caltrans) to receive $100,000 in state matching funds for transportation purposes during the period July 1, 2025 through June 30, 2026, Countywide.

FISCAL IMPACT:
This agreement will authorize the County to receive the amount of $100,000 from the State Matching funds.

BACKGROUND:
The Federal Apportionment State Match Program Agreement No. X26-5928(190) specifies that Caltrans agrees to pay the County $100,000 from the unobligated balance of its State Matching monies for Fiscal Year 2025/2026. The money must be used for transportation purposes in accordance with Article XIX of the California State Constitution.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this agreement will eliminate a potential funding source.

STATE MATCH PROGRAM
CALIFORNIA DEPARTMENT OF TRANSPORTATION - COUNTY

04 CONTRA COSTA
District County

Agreement No. X26-5928(190)
AMS Adv ID:0426000336

THIS AGREEMENT is made on _____, by the COUNTY of CONTRA COSTA , a political subdivision of the State of California (COUNTY), and the State of California, acting by and through the Department of Transportation (STATE).

WHEREAS Section 182.9 of the Streets and Highways Code requires the allocation of State Matching funds from the State Highway Account to COUNTY:

NOW, THEREFORE, the parties agree as follows:

I. STATE MATCH PROGRAM - Section 182.9

A. As authorized by Section 182.9 of the Streets and Highways Code, STATE agrees to pay to COUNTY $100,000.00 from the unobligated balance of COUNTY's State Matching funds for Fiscal Year 2025/2026.

B. COUNTY agrees that before COUNTY uses State Matching funds for any other lawful purpose, COUNTY shall use such funds to match federally funded transportation projects.

II. COMMON PROVISIONS

A. Subject to the availability of State funds by the State Budget Act, and upon receipt of COUNTY invoice by STATE, STATE agrees to pay to COUNTY an amount not to exceed $100,000.00 that equals the State Match funds identified in Section I.A.

B. COUNTY agrees to use all State funds paid hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution.

C. COUNTY agrees to establish a special account within their County Road Fund for the purpose of depositing all payments received from STATE pursuant to this agreement.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance		
Accounting Officer	Date 03/06/2026	$ 100,000.00

D. COST PRINCIPLES

1. The COUNTY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Supercircular 2 CFR Part 200, Cost Principles for STATE and LOCAL government, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

2. COUNTY will assure that its fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) Those parties shall comply with Federal Administrative Procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments. Every sub-recipient receiving funds as a contractor or sub-contractor under this agreement shall comply with federal administrative procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to STATE and LOCAL governments.

3. Any fund expenditures for costs for which COUNTY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular, 2 CFR Part 200, are subject to repayment by COUNTY to STATE. Should COUNTY fail to reimburse funds due STATE within 30 days or demand, or within such other period as may be agreed in writing between the parties hereto, STATE is authorized to intercept and withhold future payments due COUNTY from STATE of any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC.

E. THIRD PARTY CONTRACTING

1) COUNTY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using funds without the prior written approval of STATE.

2) Any subcontract or agreement entered into by COUNTY as a result of disbursing funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

3) In addition to the above, the preaward requirements of third party contractor/consultants with COUNTY should be consistent with Local Program Procedures as published by STATE.

F. ACCOUNTING SYSTEM

COUNTY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate fund expenditures by line item. The accounting system of COUNTY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

G. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of COUNTY'S contracts with third parties, COUNTY, COUNTY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of funds to COUNTY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and COUNTY shall furnish copies thereof if requested.

H. TRAVEL AND SUBSISTENCE

Payments to only COUNTY for travel and subsistence expenses of COUNTY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then COUNTY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

STATE OF CALIFORNIA Department Of Transportation	COUNTY OF CONTRA COSTA
By: _____	By: _____
Office of Project Management Oversight Division of Local Assistance	Title: _____
Date_____	Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1522 **Agenda Date:** 4/14/2026 **Agenda #:** C.123.

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 Quadient, Inc. and Quadient Leasing 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 the participating addendum with Quadient Leasing USA, Inc. and Quadient, Inc., to add the Contra Costa County Fire Protection District, and increase the payment limit by $110,000 to a new payment limit of $800,000 for mailing equipment and related supplies and maintenance, in various County locations under the terms of the Master Contract awarded by the State of Arizona, Countywide.

FISCAL IMPACT:
Product costs paid by User Departments (100% User Departments)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of Amendment No. 2 to add the Contra Costa County Fire Protection District to the Participating Addendum, for the lease of mailing equipment, related supplies, and maintenance, offered through Quadient Leasing USA, Inc. and Quadient, Inc. These products are available through the master contract awarded by the State of Arizona, State Procurement Office in conjunction with NASPO ValuePoint, Arizona Contract No. CTR058809. Approval of Amendment No. 2 between Contra Costa County and Quadient Leasing USA, Inc. and Quadient, Inc., allows the County to continue to obtain guaranteed pricing available through the State of Arizona, State Procurement Office in conjunction with NASPO ValuePoint and provide discounts off published list prices.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of this amendment, the County would be paying full price on the lease of mailing equipment, related supplies, and maintenance.

AMENDMENT NO 2. TO
PARTICIPATING AGREEMENT
FOR
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

Participating Entity:
CONTRA COSTA COUNTY

Contractor: Quadient, Inc.

This Amendment No. 2 ("Amendment") is entered into as of April 14, 2026 ("Amendment Effective Date"), by and among Contra Costa County, a political subdivision of the State of California ("County"), Contra Costa County Fire Protection District, a fire protection district formed under the Fire Protection District Law of 1987, ("District"), Quadient, Inc., a Delaware corporation ("Contractor"), whose principal place of business is 478 Wheelers Farms Rd., Milford, CT 06461, and Quadient Leasing USA, Inc., a California corporation ("Lessor"), whose principal place of business is 478 Wheelers Farms Rd., Milford, CT 06461, to modify the participating addendum ("Agreement") entered into as of February 6, 2025, by and among the County, the Contractor, and the Lessor. The County, the District, the Contractor, and the Lessor are sometimes referred to herein together as the "Parties," and each individually as a "Party." Terms used but not defined in this Amendment shall have the same meaning as the terms have in the Agreement.

Recitals

Whereas, the County, Contractor, and Lessor entered into the Agreement to allow the County to purchase mailing equipment and related supplies and maintenance under the State Addendum, which incorporates the terms of the Master Contract. The Agreement also allows the County to lease and rent certain products and equipment under Lessor's Government Product Lease Agreement, Postage Meter Rental Agreement, Postage Funding Account Agreement, Maintenance Agreement, and Online Services and Software Agreement, subject to the modifications to those agreements set forth in the Agreement.

Whereas, the District is a public entity separate from the County but governed by the Contra Costa County Board of Supervisors, which acts ex officio as the District's board of directors. The District desires to make purchases under the Agreement, and lease and rent certain products and equipment under the Agreement, on the same terms as the County. The Contractor and Lessor desire to sell certain produces and lease and rent certain products and equipment to the District under the Agreement on the same terms as the County.

Amendment

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the County, the District, the Contractor, and the Lessor agree to amend the Agreement, as previously amended, as follows:

1. Payment Limit. Section 2 (Payment Limit) of the Agreement is deleted and replaced with new Section 2, to read:

   "The total payments to the Contractor under this Agreement shall not exceed $800,000 ("Payment Limit"), which represents the combined Payment Limit of the County and the District, together. Nothing in this Agreement obligates the County or the District to make any purchases, or any particular volume of purchases, under this Agreement."

2. District as a Party. For purchases, rentals, and leases made by the District, or by the County on behalf of the District, each reference in the Agreement to the "County" shall mean the "District." Each in the Agreement reference to "parties" shall include the District.

3. Notices. Section 16 (Notices) of the Agreement is amended to add contact information for the District, as follows:

   District
   Contra Costa County Fire Protection District
   Attn: Chief Aaron McAlister
   4005 Port Chicago Hwy., Suite 250
   Concord, CA 94520-1180
   Phone: (925) 941-3300 x 1101
   Email: amcal@ccfpd.org

4. Remainder Unchanged. Except to the extent that this Amendment expressly modifies the Agreement, as previously amended, the Agreement shall remain unchanged and in full force and effect.

AMENDMENT NO 2. TO
PARTICIPATING AGREEMENT
FOR
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

IN WITNESS, WHEREOF, the parties have executed this Amendment No. 2 as of the Amendment Effective Date.

PARTICIPATING ENTITIES: **Contra Costa County**	**CONTRACTOR:** **Quadient, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn CPPB	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:
Contra Costa County Fire Protection District	**LESSOR:** **Quadient Leasing USA, Inc.**
Signature	Signature:
Name: Chief Aaron McAlister	Name:
Title: Deputy Fire Chief	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

The State of Arizona
State Procurement Office

In conjunction with

NASPO ValuePoint Master Agreement for Mailing Equipment, Supplies and Maintenance

(Effective May 15, 2022)

Resulting from Request for Proposals
Arizona Solicitation Number BPM003137

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide *Mailing Equipment, Supplies, and Maintenance* in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	**1.**	9/1/2021	x								
		Date	initial								
Revised Offers:	**2.**	x	x	**3.**	x	x	**4.**	x	x		
		date #1	initial		date #1	initial		date #1	initial		
	5.	x	x	**6.**	x	x	**7.**	x	x		
		date #4	initial		date #5	initial		date #6	initial		
Best and Final Offer:	**8.**	x	x								
		Date	initial								

Quadient, Inc.	x
Offeror company name	Signature of person authorized to sign Offer
478 Wheelers Farms Rd.	John Tartaro Deputy, CFO
Address	Printed name and title
Milford, CT 06461	Larry Waters Manager Government Accounts
City | State | ZIP	Contact name and title
94-2388882	l.waters@quadient.com 281-216-4596
Federal tax identifier (EIN or SSN)	Contact Email Address Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: **CTR058809** **The effective date of the Contract is:** **5/15/2022** (Date) **Contract awarded** **1/25/2022** (Date)

Nyesha Daley	Nyesha Daley, PhD
Procurement Officer Signature	Procurement Officer Printed Name

Attachment 3-A

Method Proposal (Method of Approach)

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Question 1: Proposed Offering:

Bidder shall identify which categories are being offered.

X	Postage Meter Rental (to include Legacy Postage Meters)
X	Mailing Systems, Ultra Low Volume
X	Mailing Equipment, Mailing Systems, Low Volume
X	Mailing Equipment, Mailing Systems, Medium Volume
X	Mailing Systems, High Volume
X	Mailing System, Production
X	Integrated Postal Scales
X	Letter Openers, Low Volume
X	Letter Openers, High Volume
X	Letter Folders, Low Volume
X	Letter Folders, High Volume
	Inserters, Production
X	Folder/Inserters, Low volume
X	Folders/Inserters, Medium Volume
X	Folders/Inserters, High Volume
X	Folders/Inserters, Production
	Envelope Mail Labeler, Low Volume
	Envelope Mail Labeler, Medium Volume
	Envelope Mail Labeler, High Volume
	Envelope Mail Labeler, Production
X	Envelope Addressing System, Ink Jet, Low Volume
X	Envelope Addressing System, Ink Jet, Medium Volume
X	Envelope Addressing System, Ink Jet, High Volume
X	Envelope Addressing System, Ink Jet, Production
X	Tabbers, Low Volume
X	Tabbers, Medium Volume
X	Tabbers, High Volume
	Tabbers, Production
	Check Imprinting/Endorsing
X	Pressure Sealing, Production
	Bursting Equipment, Production
X	Pre-sorting Equipment, Production
X	Extractors
X	Mailing Furniture (general)
X	Software, License and Subscription
X	Software Integration

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REQUEST FOR PROPOSAL
Mailing Equipment, Supplies and Maintenance

Solicitation # BPM003137

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Arizona, State Procurement Office ("Lead State") is requesting proposals for Mailing Equipment, Supplies and Maintenance in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish multiple Master Agreements, by category with qualified Offerors to provide Mailing Equipment, Supplies and Maintenance to meet the mailing needs for all Participating States.

The objective of this RFP is to leverage the collective volume of potential purchases by numerous state and local government entities to obtain best value, and achieve more favorable pricing than is obtainable by an individual state or local government entity. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 6, NASPO ValuePoint Program Provisions, 3. Term of the Master Agreement NASPO ValuePoint Master Terms and conditions.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP is a replacement for the expiring Mailroom Equipment, Supplies and Maintenance Master Agreements for the State of Arizona and NASPO ValuePoint.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Arizona, State Procurement Office is the Lead State and issuing office for this document and all subsequent Amendments relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at https://spo.az.gov/. The Arizona Procurement Code is a compilation in one place of

Arizona Revised Statues (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C. R2-7-1010 et seq. The solicitation # BPM003137 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Arizona, State Procurement Office is:

Nyesha Daley, PhD, Statewide Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue
Phoenix, Arizona 85007
Email: nyesha.daley@azdoa.gov
Phone: 602-542-4907

1.3 Schedule of Events

All dates and times are listed in the State's e-procurement system

Solicitation Release:	July 6, 2021
Pre-Proposal Conference:	July 19, 2021
Closing Date and Time:	August 17, 2021
Anticipated Award Date:	November 1, 2021

All times are Mountain Standard time unless indicated otherwise.

1.4. Definitions of Terms

The following definitions apply to this solicitation. Section 6 also contains definitions of terms used in this solicitation and the NASPO ValuePoint Master Agreement terms and conditions.

1.1	**Arizona Procurement Code; A.R.S.; A.A.C.**	"Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur,* in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C."). NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents,

therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:

https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at:

http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at:

http://www.azsos.gov/rules/arizona-administrative-code

1.2 Clarifications

"Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

"Contract" is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

"Contract Amendment" is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

Contract Terms and Conditions" is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

"Contractor" is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

"Evaluation" means, per A.A.C. R2-7-C316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

"Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9	**Not Susceptible for Award**	"Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10	**Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)**	"Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted. "Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315. "Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered. Reference to "an Offer, "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
1.11	**Offeror**	"Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
1.12	**Pricing Document**	"Pricing Document" means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
1.13	**The State's e-Procurement System**	"The State's e-Procurement System" is defined in paragraph 1.16 of the Special Terms and Conditions.
1.14	**Procurement Officer**	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in The State's e-Procurement System.
1.15	**Small Business**	"Small Business" means a for-profit or not-for-profit organization, including its affiliates, with fewer than 100 full-time employees or gross annual receipts of less than $4 million for the last complete fiscal year.
1.16	**Solicitation**	"Solicitation" means this procurement solicitation, which State is issuing as either:

1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;
2. a request for proposals (“RFP”) under A.R.S. § 41-2534;
3. a request for quotations (“RFQ”) under A.R.S. § 41-2535; or
4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.17	**Solicitation Amendment**	“Solicitation Amendment” means, per A.A.C. R2-7-101(15), a change to the Solicitation that has been issued by Procurement Officer.
1.18	**Solicitation Summary**	“Solicitation Summary” means Section 1 of the Solicitation Documents.
1.19	**State**	“State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.
1.20	**Subcontract**	“Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.
1.21	**Subcontractor**	“Subcontractor” is defined in paragraph 1.19 of the Special Terms and Conditions.

Lead State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" or “Solicitation” means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement:

- California
- Hawaii
- Illinois
- Iowa
- Maryland
- Ohio
- Tennessee
- Texas
- Virginia
- Washington
- Wyoming

Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to Proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the awarded supplier. State-specific terms and conditions are included in Attachments.

1.7. Anticipated Usage

No minimum or maximum level of sales volume is guaranteed or implied.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1. Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation's "Pre-Bid Conference" field as found within the State of Arizona's e-procurement system APP (https:app.az.gov); attendance is not required. The purpose of this conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State of Arizona at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State of Arizona's Procurement Office listed on page 3. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2.2. Inquiries

2.2.1 Solicitation Contact Person. Any inquiry related to this Solicitation, including any requests for inquiries regarding standards referenced in the Solicitation, shall be directed solely to the State of Arizona's Procurement Officer.

2.2.2 Submission of Inquiries. All inquiries to the State of Arizona's Procurement Officer related to the Solicitation are required to be submitted in the State of Arizona's E-Procurement System, APP (https:app.az.gov). All interested Proposers shall utilize the Q&A functionality provided through APP (https:app.az.gov). All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number.

2.2.3 Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2.2.4 Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the offer due date and time for review and determination by the State of Arizona. Failure to do so may result in the inquiry not being considered for a solicitation amendment.

2.2.5 No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

2.3. Preparation of Proposals

2.3.1 Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances, where modifications are identified, the original document published by the State of Arizona shall take precedence.

2.3.2 Attachment Formats. All attachments shall be submitted in a format acceptable to the Lead State. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective Offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

2.3.3 Confidential, Protected or Proprietary Information

All information identified in the "Confidential" section shall be subject to review by the Lead State in accordance with the procedures prescribed by the Lead State's open records statute, freedom of information act, or similar law.

2.3.3.1 If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains a trade secret or other proprietary information that should be withheld, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "Confidential" and, the State of Arizona's Procurement Officer shall be so advised in writing. An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. Such material shall be identified as "Confidential" wherever it appears. Until a written determination is made, the State of Arizona's Procurement Officer shall not disclose information designated as "Confidential" except to those individuals deemed to have a legitimate State interest. In the event the State of Arizona's Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State of Arizona's Procurement Administrator within the time specified in the written determination. The State of Arizona, pursuant to A.A.C.. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person, requests a review of that determination under A.A.C. R2-7-103(D). **Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.**

2.3.3.2 All Confidential, Protected or Proprietary information must be included in one section of your response. **Do not incorporate**

Confidential, Protected or Proprietary information throughout the Proposal.

2.3.3.2.1 In the event that a limited amount of "Confidential, Protected or Proprietary" information is deemed necessary by the Offeror to respond to solicitation, any such information must be included in **a separate section** of the Offeror's proposal response which is clearly marked as "Confidential". In addition, provide a reference in the proposal response directing reader to the specific area of this protected information section.

2.3.3.2.2 Offerors should be aware that marking any portion of an Offer as "Confidential", may exclude the Offer from evaluation or consideration for award.

2.3.3.2.3 Elements of the proposal that define the contractual requirements, such as approaches to the statement of work, prices, and schedule, may not be marked as "Confidential". Proposals not complying with these instructions for identification and segregation of confidential and proprietary information may be rejected.

2.3.3.2.4 Information included in the "Confidential" section of an Offeror's proposal is not automatically accepted and protected.

2.3.4 Exceptions to Terms and Conditions.

All exceptions included with the Offer shall be submitted in the State of Arizona's eProcurement system in the Conformance Statements included in Part 3 of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the State of Arizona's Procurement Officer in a written statement. An Offeror shall provide a statement detailing a justification for each exception item request. The Offeror's preprinted or standard terms will not be considered by the State of Arizona as part of any resulting Contract. **All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected**.

2.3.5 Evidence of Intent to be Bound.

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State of Arizona's eProcurement system and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. The Offer and Acceptance Form shall be submitted electronically with the submitted Offer no later than the Offer due date and time. Failure to return an Offer and Acceptance Form will result in rejection of the offer.

2.3.6 Subcontractors.

Offerors shall clearly list any proposed subcontractors. Include with their list of proposed subcontractors:

- Subcontractor's contact information;
- Subcontractor's certifications and or licenses required for the performance of the Contract; and,
- Subcontractor's proposed responsibilities under the Offeror's proposal.

2.3.7 Cost of Offer Preparation.

The State of Arizona will not reimburse any Offeror the cost of responding to a Solicitation.

2.3.8 Federal Excise Tax.

The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the Lead State.

2.3.9 Identification of Taxes in Offer.

The State of Arizona is subject to all applicable state and local transaction privilege taxes. If the products and/or services specified require transaction privilege or use taxes or other applicable taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege tax shall not be considered for evaluation.

2.3.10 Disclosure.

If the Offeror has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offer shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension of debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

2.3.11 Unit Price Prevails.
In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2.3.12 Delivery.
Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

2.3.13 Federal Immigration and Nationality Act.
By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulation (FINA) relating to the immigration status of their employees. The State of Arizona may, at its sole discretion require evidence of compliance during the evaluation process. Should the State of Arizona request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

2.3.14 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive date or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

2.4. Submission of Offer

2.4.1 Offer Submission, Due Date, and Time.
Offers in response to this solicitation shall be submitted within the Lead State's e- Procurement system, APP (https:app.az.gov). Offers shall be received before the date/time listed in the solicitation's 'Bid Due Date' field. Offers submitted outside of APP, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions about the submission date and/or time shall be directed to the State of Arizona's Procurement Officer or to the APP Help Desk (app@azdoa.gov or 602.542.7600).

2.4.2 Offer Amendment or Withdrawal.
An Offer may not be amended or withdrawn after the offer due date and time except as otherwise provided under applicable law.

2.4.3 Electronic Submission of Offer.

2.4.3.1 The successful submission of your offer in APP is critical in

order for it to be completely/properly received and evaluated. Prior review of the guides available via https:app.az.gov and on https://spo.az.gov/ "Vendor Resources" tab can be of assistance in understanding the electronic submission process.

2.4.3.2 The Lead State (State of Arizona) accepts no responsibility for a prospective Offeror not receiving solicitation documents and/or revisions to the solicitation. It is the responsibility of the prospective Offeror to monitor their emails for such notices and to monitor APP (https:app.az.gov) to obtain RFP addenda or other information relating to the RFP.

2.4.4 Non-collusion, Employment, and Services.

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

2.4.4.1 The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and,

2.4.4.2 The Offeror does not discriminate against any employee or applicant for employment or person to whom if provides services because of race, color, religion, sex, national origin, or disability, and that it complies with applicable federal, state and local laws and executive orders regarding employment.

2.4.5 Waiver and Rejection Rights:

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

2.4.5.1 Waive any minor informality;

2.4.5.2 Reject any and all Offers or portions thereof; or,

2.4.5.3 Cancel the Solicitation. If the Lead State (State of Arizona) determines such action to be in the collective best interests of Participating States, this solicitation may be canceled at any time, up until the time of award of the Master Agreement(s).

2.4.6 A responsive, responsible Offeror shall submit the following:

2.4.6.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State of Arizona's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form will result in rejection of the Offer.

2.4.6.2 Acknowledgement of Solicitation Amendments. Offeror shall acknowledge Solicitation Amendments electronically in APP

(https:app.az.gov) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendments may result in rejection of the Offer.

2.4.6.2.1 Alternately to the electronic acknowledgement in APP, the Offeror can attach a counter-signed copy of each Amendment in APP as part of their Offer.

2463 Offer Forms: Offerors shall include all Offer Forms in part 3 of the solicitation, completed accurately, in the format provided and according to the instructions. Failure to follow Offer Form instructions will result in rejection of Offer.

2.5. References and Experience

The Offeror agrees that by submitting an Offer, the State of Arizona or its designated agent may contact any entities listed in the Offer or any entities known to have a previous business relationship with the Offeror for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the Offer. In addition, by submitting an Offer, the Offeror is agreeing to give permission to the entity to provide information and the Offeror will take whatever action is necessary to facilitate, encourage or authorized the release of information, if necessary, the Offeror shall sign a release to obtain information.

2.6 Responsibility

In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the State of Arizona shall consider, at a minimum, the following in determining Offeror's responsibility, as well, as the Offeror's responsiveness and acceptability for contract award.

2.6.1 Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;

2.6.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;

2.6.3 Whether the Offeror is legally qualified to contract with the State of Arizona and the Offeror's financial, business, personnel, or other resources, including subcontractors;

2.6.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully

prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

2.6.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;

2.6.5 Whether the Offer was sufficient to permit evaluation by the State of Arizona, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

2.6.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;

2.6.7 Whether the Offer limits the rights of the State;

2.6.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State of Arizona or necessary for successful Contract performance. The State of Arizona shall be the sole determiner as to the reasonableness of a condition;

2.6.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

2.6.10 Whether the Offeror provides misleading or inaccurate information.

2.7. Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

2.8. Opening

Proposals received by the correct time and date will be opened and the name of

each Offeror will be publicly available through the State of Arizona's eProcurement system (https:app.az.gov). Proposals will not be available on the eProcurement system until after contract award.

2.9. Offer Acceptance Period

Responses to this RFP, including proposed costs, will be considered firm for one hundred and eighty (180) days after the proposal due date and time.

2.10. Clarifications

Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

2.11 Oral Presentations

The State of Arizona may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days' advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

2.12. Evaluation

In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance:

1. Capacity of Offeror, Years of Experience
2. Method of Approach
3. Cost

Exceptions to the Terms and Conditions, may impact an Offeror's susceptibility for award.

2.13 Discussions

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

2.14. Best and Final Offer (BAFO)

If discussions are conducted, the State of Arizona shall issue a written request for Best and Final Offers (BAFO's). The request shall set forth the date, time and place

for the submission of BAFO's. BAFO's shall be requested only once; unless, the State of Arizona makes a determination that it is advantageous to conduct further discussions.

2.15 Contract Award

Award of a contract will be made to the most responsive and responsible Offeror(s), by category, whose proposal is determined to be the most advantageous to the State of Arizona based on the evaluation criteria set forth in the solicitation.

2.15.1 Number of Types of Awards.

2.15.1.1 Each State reserves the right to enter into a single Participating Addendum (PA) or enter into multiple PAs, whichever is most advantageous to the Participating State.

2.15.2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the State of Arizona's Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

2.16 Public Record

All Proposals submitted in response to this Request for Proposal shall become the property of the State of Arizona and shall become a matter of Public Record available for review and must be retained by the State of Arizona for six years. Offers shall be open and available to public inspection through the State of Arizona's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State of Arizona.

2.17 Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the State of Arizona's Procurement Officer of the purchasing agency and with the State of Arizona's Procurement Administrator. A protest of a Solicitation shall be received by the State of Arizona's Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

2.17.1 The name, address and telephone number of the protester;

2.17.2 The signature of the protester or its representative;

2.17.3 Identification of the purchasing agency and the Solicitation or Contract number;

2.17.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,

2.17.5 The form of relief requested.

Section 3: Scope of Work

Contractor shall provide equipment, services, and maintenance support to meet the mailing needs of the customer per the limitations of their award. The applicable product range will include, but not be limited to, software license and subscriptions, ultra-low volume equipment through equipment used in mailing production environments, including postage meter rental, accessories, supplies, and maintenance. All equipment and services offered must meet the approval of the USPS® if applicable.

3.2 Products

3.2.1 Any awarded contractor(s) shall also include, upon agency request, information on all environmental features of each item, including but not limited to: energy efficiency modes and their operation, double sided copying operations and double sided default programming, the extent to which any supplies and other packaging may qualify for recycling, re-manufacturing, and will provide the environmental and economic benefits of these features.

3.2.1.1. **Printers –** The only printers allowed for purchase through this solicitation are special printers sole use for which is tied to mailroom equipment. If a regular printer (e.g. an HP Printer) is able to be utilized in the same fashion, and function as the printer available from the Contractor, then the printer from the Contractor is not allowed. Allowable printers may be purchased with a mailroom equipment system or as a product replacement from a purchase from this or a previous Master Agreement.

3.2.1.2. **Computers -** The only computers allowed for purchase through this Master Agreement are those computers dedicated to mailroom equipment and operations.

3.2.1.3 **Furniture -** Furniture is being awarded within each category as well as being classified as an independent category. The furniture that is applicable to the independent furniture category is furniture that is specific to mailrooms but not specific to the mail equipment category. E.g. Case work or mobile mail cart etc. The furniture section within each category is relevant to furniture that would be considered specific to the Mailing Equipment with which they are compatible.

3.2.1.4 **Accessories –** All accessories, including tablets and scanners, shall be relevant to the functioning of a mailroom. If there is any concern over a specific item being included in this category, said items will be submitted to the Lead State Contract Administrator for a decision. The Lead State Contract Administrator's decision is the final determination as to whether an item is included in the Scope of any Master Agreement.

~~3.2.1.5~~ **Trade In/Buy Back -** Contractor shall provide a Trade in /Buy Back program to help ensure Participating Entity has the best options to meet their needs. This program is required; however, it is at the sole option of the Participating Entity to utilize this program.

~~3.2.1.6~~ All equipment identified as EnergyStar compliant shall be delivered and installed with the Energy Star or similar power management features enabled.

3.3. Remanufactured Equipment

3.3.1 A Contractor may offer Remanufactured or Refurbished Equipment that is certified by the Manufacturer. All Remanufactured or Refurbished Equipment will be clearly labeled as Remanufactured equipment. Pricing will be based on a quote and on an Individual Case Basis (ICB). Pricing must not exceed prices listed in approved price book at the time of purchase. All quotes will also provide the fixed annual maintenance rate for years 2-5. Remanufactured equipment shall come with a 1 year all-inclusive as new-warranty and the Offeror shall be able to provide maintenance for years 2-5 that includes all service, labor, software maintenance, and parts. If for any reason a Contractor is not able to provide maintenance (including parts), the Contractor(s) will provide, entirely at their expense, a replacement piece of equipment and/or software. Any replacement items shall have the equal or greater performance and functionality along with the maintenance for the equipment for the duration of the original five (5) year maintenance period (including maintenance on the replacement equipment) at no additional charge. All other requirements of the Master Agreement continue to apply.

3.4. Shipping and Delivery

3.4.1 Shipping is to be FOB destination, inside to the contiguous 48 states, Washington DC and point of exportation for Alaska, Hawaii, Puerto Rico, and territories for shipments outside the 48 contiguous states. The point of exportation location must be agreed to, in writing, by the vendor and the Participating Entity. At that point, shipping terms, charges and conditions should be negotiated with the end-user. These Participating Entities must be notified in advance of any possible shipping charges and mutually agreed to in writing before any purchase or lease is allowed.

The Contractor(s) shall furnish equipment within twenty (20) business days after receipt of order, or a delivery time mutually agreed upon, in writing, between the Participating Entity and the Contractor. The Contractor shall notify the Participating Entity in advance of delivery of equipment so that the Participating Entity can make necessary arrangements. Delivery of start-up supplies shall be made upon or before delivery of equipment. Delivery shall be made in accordance with instructions (time and quantities ordered) from the

Participating Entity as detailed on the Purchase Order. All deliveries shall be accompanied with a Bill of Lading containing the Purchase Order number, the items ordered, the Master Agreement numbers, (both the Master Agreement number and the Participating Entities number) pricing and any special instructions. If there is a discrepancy between the Purchase Order and what is listed on the Master Agreement, it is the Contractor's obligation to seek clarification from the Participating Entity.

All deliveries and installation work shall be performed during regular working hours, defined as 7:00 A.M. to 6:00 P.M. Monday through Friday. Changes may be granted with written approval of the Participating Entity. Any delivery required to be performed outside regular working hours or on Saturdays, Sundays or legal holidays, as may be reasonably required consistent with contractual obligations, and if agreeable to both the Contractor and the Participating Entity, shall be agreed to in writing by both parties.

The Contractor shall be responsible for the delivery of equipment in first class condition at the point of assembly, and in accordance with good commercial practices. The Contractor shall also be responsible for the removing of all debris associated with the purchase from the premises.

- Packing for shipment shall be provided to adequately protect the product and ensure safe shipment.
- Shipping cases shall be marked to indicate the name of the Contractor/Manufacturer's name and address of receiving Participating Entity, Purchase Order number, and Contract number (both the Master Agreement number and the Participating Entities number).

Participating Entities are authorized to order and the Contractor is authorized to ship only those items approved and awarded under the Master Agreement. If any items other than those awarded in the applicable Master Agreement and not eliminated in the PA negotiation process have been ordered and delivered, the Participating Entity shall take any steps necessary to have the items returned to the Contractor. Contractor shall issue full credit upon return of item(s). Violation may result in administrative actions including, but not be limited to termination of the Participating Addendum or the Master Agreement.

3.4 Training & Support Services

3.4.1 Upon delivery and installation of specified equipment, the Contractor shall provide training to personnel designated by the Participating Entity. Operational Training must be provided to the designated personnel until the personnel are able to operate the

equipment independently. The amount of training is determined by the complexity of the equipment purchased, rented or leased by the Participating Entity. Installed product and system training shall be included in the price. Contractor shall provide additional training at the Participating Entity's request throughout the life of the equipment. All training will be performed on the Participating Entity's sites, via remote or electronic delivery. Site required training will be at no additional charge if the equipment is either under warranty or an active maintenance plan. Upon the mutual agreement of both parties, additional training outside of initial installation will be at the participating entity's expense. Contractor will be responsible for the cost of all travel, lodging and food; no charges will be passed on to the Participating Entity.

The Contractor must agree to maintain a toll-free technical support telephone line. The telephone line shall be accessible to Participating Entity personnel who need to obtain competent technical assistance regarding the installation or operation of the Contractors equipment. The toll-free support line shall be available during regular working hours, defined as 7:00 A.M. to 6:00 P.M. local time Monday through Friday.

3.5 Instruction Manuals

3.5.1 Instruction manuals shall be included at no cost for each piece of equipment that is purchased or rented. The instruction manual shall contain, but not be limited to:

- Glossary
- A section defining the capabilities of the equipment (specifications)
- A general section describing the technical operation of the equipment
- A section describing the installation and use criteria of the equipment
- A section on the primary points of contacts for sales, training and maintenance/service
- All manuals and instruction shall be in the English language

3.6 Technology Advancements

New equipment and technologies may be considered for the possible implementation as long as they are in consonance with USPS rules and guidelines. New equipment and technologies may be offered to the Lead State, twice annually for review and approval. New products are added at the discretion of the Lead State.

3.7 Software purchases or subscriptions

Software acquired under this Master Agreement shall be specific to the needs of mail operations. Purchase order shall reference a manufacturer's most recent release or version of the product unless the Participating Entity specifically requests in writing a different version. As a minimum, software licenses shall provide license rights as prescribed in section 20 of the NASPO ValuePoint Master Agreement Terms and Conditions in Section 6 of this RFP. Software rights other than as proposed shall be negotiated and agreed to by the Participating Entity as defined in the Participating Addendum.

3.7.1 In addition to the services directly associated with the receipt of product under this Scope, the Contractor(s) will provide services related to the selection, purchase and management of distributed software, these services include, but are not limited to:

3.7.1.1 Assemble, Production Equipment Only
3.7.1.2 Software Installation/Integration
3.7.1.3 Design, Production Equipment only
3.7.1.4 Maintenance, Annual and Time and Material
3.7.1.5 Legacy Maintenance
3.7.1.6 Lease/Rental/Purchase Options

3.8. Equipment Performance

3.8.1 Equipment at each individual location shall maintain, at all times a 95% or better uptime. Downtime shall be computed from the time the

Contractor representative is notified of equipment failure until the equipment is fully operational. Equipment that does not meet the performance standard of 95% for a two (2) consecutive month period or for three (3) months in a rolling twelve (12) month period shall be replaced by the Contractor with equal or better equipment. It is understood and accepted that equipment failure may not be attributed to the use of recycled paper and/or recycled/remanufactured supplies, as long as those products meet the specifications set by the USPS**.**

3.8.2 *Repair or Replacement of Unsatisfactory Equipment*.

The Contractor shall grant a credit for any equipment which fails to perform at the effectiveness level defined in section 3.8.1. The credit shall be equivalent to the percentage of down time experienced within that month.

The Contractor may elect to replace a defective component in Production Equipment. The Participating Entity shall notify the Contractor in writing if the repair does not resolve the issue. This written notification will act as a cure letter allowing fifteen (15) days to have resolution plan in place.

During the warranty period, unsatisfactory equipment performance will require an even exchange of equipment of equal or greater performance at no additional cost.

After the warranty period, the credit value shall be the amount paid at the time of purchase.

If equipment or software is not functional after 60 days of delivery, the Purchasing Entity may return for full refund or cancel any rental or lease agreement with no fees or charges of any kind.

3.9. Maintenance on Purchased Equipment

3.9.1 This Master Agreement recognizes two (2) categories of maintenance, Preventive maintenance and Repair Service which is covered by the Service Level Agreement. The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies, and staff to meet the requirements of the Master Agreement. Contractor or Contractor's Authorized Dealers/Partners shall maintain replacement parts to ensure minimum downtime. Pricing shall include all maintenance including, but not limited to, all parts, labor and time, and preventative maintenance services at the levels specified for each piece of equipment. The Contractor must offer a full service maintenance contract for all equipment placed. However, the Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service shall be available on an immediate need service call basis. Preventive scheduled maintenance is based on the equipment requirements by the Manufacturer. These shall include, cleaning, lubrication, parts replacement and necessary adjustments. Maintenance on any equipment purchased under the Master Agreement must be available for five years.

- Contractor /Authorized Dealer shall provide and maintain a toll-free number, an email address and a fax number for Maintenance and Repair Service.

3.9.2 If a Contractor is called due to non-performance of a system, and the Contractor arrives and determines that the issue is with an excluded item and not their product, they will notify the Purchasing Entity. If the equipment is under a maintenance agreement or in the initial one-year warranty time frame, there will be no cost to the Purchasing Entity for the diagnostic call. If the equipment is not under warranty or a maintenance plan the Contractor may charge their hourly contracted rate.

3.10 Service Level Agreements

3.10.1 All Service Level Agreements shall meet the following requirements:

3.10.1.1 Two (2) hour response time (acknowledgement) to all written or oral notices of a service requirement due to

an equipment stoppage or malfunction.

3.10.1.2 A factory trained service technician, shall be on site before close business or within 4 hours at the start of the next business day.

3.10.1.3 Any Purchasing Entities that require a 24hr/7 days per week maintenance agreement will be negotiated during the PA process.

3.10.1.4 All parts that require maintenance by a service technician are to be included and considered part of the service repair plan. Failed/defective parts shall be replaced at no additional charge to the Participating Entity.

3.10.1.5 Consumable supplies shall be billed separately.

3.10.1.6 If the equipment includes licensed software, the Contractor shall provide software support.

3.10.1.7 Contractor shall maintain a service log for each piece of equipment at each location. Service log shall be available for Participating entity to review.

3.10.1.8 The Contractor shall supply loaner equipment at equal or greater functionality, at no additional charge, for any inoperable equipment exceeding three (3) business days from time of diagnosis. The Contractor may offer, in lieu of loaner equipment, to provide production or alternative services during the period of repair. This shall be mutually agreed upon in writing beforehand.

3.11 Legacy Maintenance

3.11.1 The Contractor shall provide maintenance on legacy devices already sold to a Participating Entity. Pricing will be provided on an Individual Case Basis (ICB), through a quote process.

3.11.2 The Contractor must have the resources, distribution capabilities, inventory of parts, consumable supplies and staff to meet the requirements of any Master Agreement. Legacy maintenance pricing shall include but not be limited to all parts, labor and time at the levels specified for each piece of equipment that has previously been purchased from the Manufacturer. The Participating Entity shall have the option of not entering into a maintenance/service contract on purchased equipment, but choose to utilize the Time and Materials option. On-site service is to be available on both an immediate need service call basis, and as needed for preventive maintenance. Preventive maintenance shall be based on the needs of the individual equipment as determined by the manufacturer. This shall include cleaning, lubrication, necessary adjustments, and replacement of unserviceable parts. Maintenance shall be available for equipment that is up to 10 years old from date of purchase.

3.12 Design and Software Consulting Services

Design layout services must be provided at no cost by the Contractor, with the exception of production environment equipment and software consulting services. The total number of hours/days required for services must be agreed to in writing before any design services or software consulting services are initiated. The Contractor shall only charge for actuals costs incurred.

3.13 Installation/Integration

3.13.1 All equipment prices shall include installation, with the exception of integrating software solutions and Production Equipment. Contractor may charge the contracted rate for integrating software and Production equipment installation. The total number of hours/days needed shall be agreed to, in writing, before any Installation or, Integration services may be initiated. The Contractor shall charge only for actual costs incurred.

3.13.2 If a Contractor needs to utilize special Rigging (e.g. a crane) where the Participating Entity does not have an elevator accessible for moving the equipment, they may charge the hourly Installation /Integration rate. However, all “rigging” charges shall be mutually agreed to, in writing, before work begins.

3.13.3 Contractor shall affix a label or a decal to the equipment at the time of installation showing warranty period by dates, and the name, address, and telephone number of the Contractor responsible for warranty service of the equipment.

3.13.4 The Contractor and the participating entity shall, prior to purchase, review the installation location to ensure the proposed location meets the manufacturer's installation criteria. If special installation is required, the Contractor and Participating Entity shall agree in writing, to the total cost of the installation based on the hourly/daily rates provided within the Master Agreement. Should the proposed installation location not meet established installation criteria, the Contractor and the Participating Entity may attempt to locate an alternate mutually agreeable location for the equipment.

3.14 Software Maintenance.

Maintenance shall be available for all software licenses purchased. Software maintenance shall include all software updates, patches and new releases/versions and shall be available to all Participating Entities. It is the Contractor’s responsibility to communicate all updates, patches, and new releases/versions to all end users. No additional fee shall be charged for installation of the upgrades. The Contractor shall be responsible for Postage Scale software licensing.

3.15 Equipment Leasing.

Participating Entities may enter into lease agreements for the products covered in the Master Agreement. Responders who wish to participate in lease agreements with these individual states/entities must submit copies of all of their lease agreements with their response to this RFP. The lease agreements will not be reviewed or evaluated as part of the RFP evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a lease agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Leasing will not become part of the Master Agreement, but the negotiated Lease T&C's will be made part of the PA.

3.16 Equipment Rental.

Individual Participating States and Participating Entities may enter into rental agreements for the products covered in the Master Agreements resulting from the RFP, if they have the legal authority to enter into these types of agreements. Responders who wish to participate in rental agreements with these individual Participating Entities must submit copies of all of their pertinent rental agreements with their responses to this RFP. No additional Terms and Conditions shall apply to any rental agreements. The rental agreements will not be reviewed or evaluated as part of the evaluation process. The agreements will simply be made available to any state or entity who wishes to negotiate a rental agreement with a Contractor. Any additional Terms and Conditions submitted that are specifically for Equipment Rental will not become part of the Master Agreement, but the negotiated Rental T&C's will be made part of the PA.

3.17 Customer Service and Representation

3.17.1 *Dedicated Representation and Timely Response*. Contractor shall provide a dedicated representative for each Participating Entity. The Contractor shall submit a list of all Subcontractors by State. The list shall include the name of the dealer, the contact name, title, phone number, physical address, and email address. The Participating Entity shall have sole discretion as to which of the Subcontractors they choose to utilize. The Representative will provide an individual for quote assistance, equipment, services and support recommendations, track and report on equipment lease/rental renewal deadlines, and serve as a contact point for the Participating Entity. Contractor and Authorized Dealers must commit to returning phone calls or responding to emails within two business days.

3.17.2 *Problem Escalation.* Contractor must provide an incident escalation path for each Participating Entity, providing on that Participating Entity's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary contact with both the Contractor and Authorized Dealer/Partner.

3.17.3 *Contract Reviews*. The Contractor shall attend an annual meeting with Lead State Contract Administrator and sourcing team to review

usage and discuss any issues that are occurring, if requested. The Contractor shall meet more often if the Lead State Contract Administrator deems necessary. The Contractor shall conduct a customer satisfaction survey and detailed issues encountered during the previous six-month term. The Contractor shall be prepared to discuss overall effectiveness of contract, total sales, potential cost savings opportunities when could be passed through to the Participating Entities. In a renewal year, the annual review will take place prior to contract extensions. The Lead State Contractor Administrator shall schedule the meeting with the Contactor.

3.18 Price

Pricing shall be a discount off of MSRP list price, with the following exceptions:

1. Maintenance shall be priced based on a Time and Material basis (hourly rate), Design (For Production Equipment only),
2. Installation (Production Equipment only), and Software Consulting Services shall be provided on an hourly/daily rate basis.

Contractor shall submit catalog within 15 days of notice of award. Catalog will include MSRP prices, SKU#, and final contract price. Contractor may propose new products within the category on an annual basis; approval will be at the discretion of the Lead State.

Individual Participating Addendum (PA) may use the Master Agreement pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the Master Agreement rates. As requested by Purchasing Entity, for example on a high volume single order, Contractor may negotiate to reduce cost for the Participating Entity. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal. All quotes for purchase, rental or lease shall contain enough detail to easily validate pricing contained within the Master Agreement.

3.18.1 *Telephone or Email Quote Support.* Contractor/Authorized Dealer shall accept requests for quotes by telephone, fax, and email. Contractor /Authorized Dealer shall provide and maintain a toll-free number for Purchasing Entity to use. Contractor shall provide an email address for receipt of requests for price quotes. The Contractor must provide written quotes by fax, email or online as requested by the Participating Entity.

3.18.2 *Timely Quotes. Contractor/Authorized Dealer* agrees to provide quotes in a timely fashion. Expected response should be within 24 hours but no more than three business days after receiving all of the pertinent information.

3.18.3 *Guaranteed 90 Day Quote.* Contractor is required to honor all quotes for 90 calendar days.

3.18.4 *Sales Promotion.* The Contractor may conduct sales promotions involving specific products for specified time periods. The promotion should include: the product, the promotional price as compared to the original price and the start and end dates of the sales promotion. The contractor shallmaintain a record of all sales promotions and make it available upon request.

3.18.5 *Extra-contractual Products and Services Prohibited***.** Products and services not awarded in this contract are prohibited from being offered.

3.19 Product Categories

Postage Meter Rental (to include Legacy Postage Meters)

- Digital postage meter must have display that provides date, piece-count, postage used, and postage unused.
- Must be refillable by phone and/or electronically that may be placed ona master account or paid by a purchase card.
- Must imprint postage from $0.01 to $99.99.
- No administrative fees for postage meter refills.
- Rental renewal available annually.
- No automatic renewals shall be allowed on this contract.
- No penalties for early rental termination.

Mailing Systems, Ultra Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.

- Manual Feed.
- Must meter, date envelopes.
- Handles mail envelopes from 3½” x 5” to 12” x 15”.
- Interfaces with postage scales.
- Must include locking key or security feature.
- Must imprint postage from $0.01 to $99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Low Volume

- Digital or IBI (Information Based Indicia) Operation to conform with all USPS® requirements.
- Minimum feed speed of 30 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles standard mail envelopes from 3½” x 5” to 12” x 15”.
- Interfaces with postage scales.
- Must include locking key or security feature.

- Must imprint postage from $0.01 to $99.99.
- Must have replaceable ink cartridge.
- Must have wet or dry tape system for oversize packages.

Mailing Equipment, Mailing Systems, Medium Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 45 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes up to 3/8" thick and 7-1/2" wide.
- Interfaces with postage scales up to 100 lbs.
- Includes tape dispenser for parcel.
- Must imprint postage from $0.01 to $99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing Systems, High Volume

- Digital or IBI (Information Based Indicia) Operation to conform with USPS® requirements.
- Minimum feed speed of 200 pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from $0.01 to $99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Mailing System, Production

- Digital or IBI Operation to conform with USPS® requirements.
- Minimum feed speed of 300+ pieces/minute.
- Must meter, date, and seal envelopes.
- Handles letter mail and large envelopes from 3"x 5" to 13" x 13".
- Interfaces with postage scales up to 100 lbs.
- Includes Tape Dispenser for parcel.
- Must imprint postage from $0.01 to $99.99.
- Must include locking key or security feature.
- Must have replaceable ink cartridge.
- To include water reservoir with water level indicator.
- Must have sealed and non-sealed modes.

Integrated Postal Scales

- Capable of Interfacing with Postage Meter.
- Includes variety of rates including: Standard, First Class, Priority Mail, Certified Mail, Return Receipt Registered, C.O.D., Insured, Registered, Bulk Rates, etc.
- Includes keyboard graphics, operator prompts and menu selections.
- Special Carrier Rates.
- Capable of weighing to a 32nd of an oz., displaying in increments of 0.5 oz.
- Must electronically set postage meter by the touch of one button.
- Must include postal rate changes at no additional cost throughout the lease or maintenance contract.

Letter Openers, Low Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed up to 10,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 80 #10 opened envelopes and trimmings

Letter Openers, High Volume

- Includes Feeder and Stacker, Variable Trim Control.
- Processing speed over 20,000 pieces per hour Minimum.
- Self-Sharpening trim blade adjusts to allow for narrow or wide cut.
- Includes Tray that collects 150 opened envelopes and trimmings.

Letter Folders, Low Volume

- Automatic.
- Folds up to 10,000 sheets per hour minimum.
- Completes Standard or Custom folds. •
- Handles at a minimum paper from 3-1/8” x 4” x 9-1/2” x 14”.

Letter Folders, High Volume

- Automatic.
- Folds more than 20,000 sheets per hour minimum.
- Completes Standard or Custom folds.
- Handles at a minimum paper from 3-1/8” x 4” x 12” x 18”.
- Able to process Multiple Folds.

Inserters, Production

- Processes up to 5,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folder/Inserters, Low volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8” x 4” x 9-1/2” x 14”.
- Processes up to 1,500 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Medium Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8” x 4” x 9-1/2” x 14”.
- Processes up from 1501 – 4,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, High Volume

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8” x 4” x 9-1/2” x 14”.
- Processes up to 5,000 – 9,999 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Folders/Inserters, Production

- Automatic.
- Completes Standard or Custom folds.
- Handles paper from 3-1/8” x 4” x 9-1/2” x 14”.
- Processes over 10,000 sheets per hour minimum.
- Feeds, collates, folds, and, inserts material into envelopes.
- Jobs can be pre-programmed.

Envelope Mail Labeler, Low Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Medium Volume

- Label Speed: up to 10,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- Adjustable label positioning from side-to-side and top-to-bottom of document.

- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, High Volume

- Label Speed: up to 15,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Mail Labeler, Production

- Label Speed: up to 25,000 # 10 envelopes per hour.
- Applies permanent (peel off) labels ranging in size from 1” to 4” high and maximum backing strip of 6”.
- Adjustable label positioning from side-to-side and top-to-bottom of document.
- Motor driven take-up reel for label backing and control for adjusting for different types of labels and backing.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Low Volume

- Label Speed: up to 2,500 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Medium Volume

- Label Speed: up to 5,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, High Volume

- Label Speed: up to 24,999 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.

- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Print USPS Bar Codes.
- Scalable fonts.
- Interface with Windows based software.
- Includes digital counter.

Envelope Addressing System, Ink Jet, Production

- Label Speed: over 25,000 # 10 envelopes per hour.
- Applies address information directly to envelopes.
- Adjustable printing positioning from side-to-side and top-to-bottom of document.
- Adjustable print resolution.
- Multiple print heads.
- Movable print heads.
- Scalable fonts.
- Print USPS Bar Codes.
- Interface with Windows based software.
- Includes digital counter.

Tabbers, Low Volume

- Complies with all USPS® regulations.
- Single-tab speeds up to 15,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers, Medium Volume

- Complies with all USPS® regulations.
- Single-tab speeds from 15,001 - 22,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Automatic size adjusting (accepts various tab sizes).
- Accepts various types and sizes of media.

Tabbers, High Volume

- Complies with all USPS® regulations.
- Single-tab speeds greater than 22,001/Hr. – 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Tabbers, Production

- Complies with all USPS® regulations.
- Single-tab speeds greater than 50,000/Hr.
- Multiple tabbing options (paper, clear translucent with or without perforation etc.).
- Easy Programming and Set up.
- Accepts various types and sizes of media.

Check Imprinting/Endorsing

- Minimum monthly volume of 25,000.
- Utilize both cut sheet and continuous style documents.
- Able to provide a variety of options with regards to signatures, date stamps, seals and logos on various locations on the document.
- Counters that can be reset and non-reset for audit purposes.
- Offers both tri-color and ultraviolet ink roll options.

Pressure Sealing, Production

- Creates a single piece mailer from a full range of stock or custom forms.
- Creates a single piece mailer with a continuous seal formed to assure security and confidentiality.
- Must be able to detect when “double documents” are processed.
- Must be able to detect document jams during production.
- Shall have emergency shut off/safety devise.

Bursting Equipment, Production

- Able to burst cut sheet.
- Able to burst at the perforation.
- Stack sequentially and continuous multipart documents.
- Burst at the horizontal perforations.
- Burst various locations of perforations.

Pre-sorting Equipment, Production

- Minimum monthly volume of 100,000.
- Ability to sort various sizes of envelopes, flats and packages.
- Multiple Station.
- Various rates of speed.
- Ability to process the entire range of USPS.

Extractors

- Processes up to 3000 pieces per hour.
- One, Two, or, Three Sided Opening.
- Includes counting and monitoring system that counts pieces processed.
- Capable of processing various sizes of intermixed mail up to and including #11 envelopes, heights to 5-1/4”.

Mailing Furniture (specific to a category)

- Mailroom furniture shall be appropriate for the mailroom category being it is being offered in.
- Mailroom work tables, pedestals, bins etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the daily use and weight of mailroom product and equipment.
- Only furniture specifically related to the category/group of equipment may be purchased under this category.

Mailing Furniture (general)

- Mailroom furniture shall not be specific to a piece of equipment or a category/group.
- Mailroom free standing mail sorter tables, case works, mail carts etc. must be constructed of wood, steel or plastic bases with steel, laminate or wood tops that can support the dialing use and weight of mailroom activity.

Accessories

- Mailroom accessories must be appropriate for a mailroom operation.
- All accessories related to equipment configurations must be identified in the equipment catalogs with the associated percentage % discount(s) off the manufacturer's suggested retail price.

Software, License and Subscription

- Commercial off-the-shelf (COTS) and customized mailroom related software utilized by mailing equipment (e.g. tracking software or accounting software) and purchased/leased on either a monthly or annual basis.
- All software must be specifically utilized only for mailing equipment operations.
- Includes licensing, software maintenance, technical support and updates.
- All installations will be performed by the Contracted Supplier.
- Updates shall be performed by Contracted Supplier or user.

Software Integration

- Consulting services provided by Contractor that includes but not limited to the process of bringing together applications into one system to ensure the applications function together as a whole for mailing room operations functionality.

Training

- *Additional* training services as specified in Section 3.4.1.

Supplies /Consumables

- All Supplies/Consumables needed to operate the mailing device or equipment.
- Regular paper is not included in this category.
- Labels for addressing and other mailroom purposes are included.

Design, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Design work is included in the cost of the mailing equipment.

Assembly/Installation, Production Only

- Billable only for Production equipment.
- Total hours/days with total fee will be agreed to in writing from both parties before any work will begin.
- All other Installation work is included in the cost of the mailing equipment.

Equipment Leasing

- See section 3.15.

Equipment Rental

- See section 3.16.

Equipment Relocations Services

- Equipment Relocation Services include: dismantling, packing, transporting and re-installing equipment at the Client Agency's request. No additional charges shall be incurred for fuel or tolls. Awarded contractors may charge for device moves. Such charges must be in the format listed below according to the distance from the original placement:

Move Zone	Distance from the Original Device Placement	Allowable Charge Format
Zone 1	100 Yards or less; or within the same Building	No Charge Allowed
Zone 2	Between Zone 1 and 50 miles	Flat Fee
Zone 3	Outside of Zone 2	Per mile fee

Section 4: NASPO ValuePoint Master Agreement Statement of Compliance

4.1. NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Section 6 and Lead State specific terms and conditions required to execute a master agreement, the statement of work, Section 3 and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in section 6. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (section 6).

4.1.a Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

4.1.b NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Paragraph 6 of Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed in paragraph 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

Offerors shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

4.2 Lead State Terms and Conditions.

Refer to Section 7 for the Lead State Special Terms and Conditions that apply to this solicitation and the resulting Master Agreements

Section 5: Price and Cost Proposal

Cost proposal must be submitted to the Lead State as a separate document in Offerors Proposal. **Do not embed cost proposal in the technical proposal response.**

Offeror shall provide detailed costs for all costs associated with the responsibilities and related services, per Attachment 4.

Cost for the NASPO ValuePoint Master Agreements shall be based on the following:

Offeror must submit cost, prices and rates as required by (Pricing and Pricing Scenario Workbooks attached in APP within the Attachments Tab), Cost Sheets. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Offeror's or any Subcontractor's employee's wages. The Lead State will pay for any applicable Lead State or local sales or use taxes on the products provided or the services rendered. If required by Lead State, Taxes shall be included as a separate line item on an Offeror's invoice. The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Amendments.

Section 6: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for one (1) year. The term of this Master Agreement may be amended beyond the initial term for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to dimmish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented

or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the

potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://calculator.naspovaluepoint.org. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, *e.g.* local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated

portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (*e.g.*, names, addresses, **social security numbers or any other numerical identifier)** may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request

of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 90 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for

leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response

to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn

over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.

Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master

Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Section 7: Lead State (State of Arizona) Terms and Conditions

7.1 State of Arizona Special terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code. A.R.S. §§ 41-2501 *et seq*., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein on service to the State.

B. Licenses

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

C. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

D. Key Personnel

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the State and shall subject to the concurrence of the State, replace such personnel of substantially equal ability and qualifications.

E. Price or Rate Adjustment

Any price or rate adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any price or rate adjustment requested must not exceed the Producers Price Index (PPI) by Industry: Other Commercial and Service Industry Machinery Manufacturing: Mailing, Letter Handling, and Addressing Machines, Except Parts and Attachments, Series ID: PCU3333183333183A at time of requested adjustment. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

F. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

G. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

H. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

I. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

1. Method of Assessment:

   At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: https://spo.az.gov/state-purchasing-cooperative. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

2. Submission of Reports and Fees:
Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at https://spo.az.gov/statewide-contracts-administrative-fee.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September Due October 31
FY Q2, October through December Due January 31
FY Q3, January through March Due by April 30
FY Q4, April through June Due by July 31

2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

3. Administrative Fee
The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

4. Contractor's failure to remit administrative fees
Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

J. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract.

K. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

L. Indemnification and Insurance

1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or

loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1.3.1 Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor
b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

□ Combined Single Limit (CSL)	$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

□ Workers' Compensation	Statutory
□ Employers' Liability	
□ Each Accident	$1,000,000
□ Disease – Each Employee	$1,000,000
□ Disease – Policy Limit	$1,000,000

d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

□ Each Claim	$2,000,000
□ Annual Aggregate	$2,000,000

f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

□ Each Claim	$2,000,000
□ Annual Aggregate	$2,000,000

i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.

j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

P. Data Privacy/Security Incident Management

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach
   Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach
   Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information for the State CIO, the CISO and key personnel.

Q. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statues (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

R. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the

Contractor may be subject to penalties up to and including termination of the Contract.

3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

7.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized

Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating

to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's

proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its

rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State.

In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

A. Terms

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Payment Processing
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.

NASPO ValuePoint

PARTICIPATING ADDENDUM

INSERT PORTFOLIO TITLE HERE
Led by the State of **insert State**

Master Agreement #: enter number *(hereinafter "Master Agreement")*

Contractor: enter **NAME (Contractor)** *(hereinafter "Contractor")*

Participating State: **STATE OF HAWAII** *(hereinafter "Participating State")*

State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number insert contract number with insert contractor name.

1. Scope: This addendum covers the ***[contract title]*** led by the State of ***[xxxxxx]*** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.

2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Name
Address:	Address
Telephone:	Phone
Fax:	Fax
Email:	email

SAMPLE

Participating State

Name:	Name of Purchasing Specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	Phone Number
Fax:	(808) 586-0540
Email:	Purchasing Specialist E-mail Address

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

SAMPLE

Changes:

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

Quarter Ending	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity
Unit of Measure
Item No. Part Number (if applicable)
MSRP List Price
NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.

C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.

D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.

SAMPLE

E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.

F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than $2,500. For purchases of $2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: http://tax.hawaii.gov/forms/.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: http://labor.hawaii.gov/forms/.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at http://cca.hawaii.gov/breg/.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

SAMPLE

I. Licensing

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

J. Insurance

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

SAMPLE

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

Coverage	**Limits**
Commercial General Liability (occurrence form)	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability	$1,000,000 per accident
Professional Liability	$1,000,000 per claim $2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

Information, unauthorize access/use of information, and identity theft) within limits of not less than $1,000,000 per claim and $2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

SAMPLE

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

5. Lease Agreements: Leasing is not authorized by this Addendum. Adjust as applicable.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of ***[insert Lead State]***, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are (or are not) allowed under this Addendum.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

   Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

SAMPLE

   All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. add number and the NASPO ValuePoint Master Agreement Number add number.

   Purchase Orders and Payments shall be made to add contractor name or authorized subcontractors, if any.

   Invoices and Payment Instructions:

   Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

   County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at http://tax.hawaii.gov/geninfo/countysurcharge.

   Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

    Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

11. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: Bonnie Kahakui	Name:
Title: Acting Administrator, SPO	Title:
Date:	Date:

APPROVED AS TO FORM:

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

SAMPLE

Cooperative Participation
State of Illinois Specific Terms and Conditions

1. This participating agreement executed by the State of Illinois may be designated as available to all or certain governmental units and/or qualifying not for profit agencies. “Governmental unit” means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. 30ILCS 525/.
2. In no event will the total term of any participating agreement, including the initial term and any extensions or amendments, exceed ten (10) years.
3. This participating agreement and all related public records maintained by, provided to, or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
4. Any participating agreement executed by the State of Illinois is contingent upon and subject to the availability of funds. The State of Illinois, at its sole option, may terminate or suspend any participating agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor of Illinois decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.
5. Any claim against any State of Illinois, any State of Illinois agency as defined in Section 1-15.100 of the Illinois Procurement Code (30 ILCS 500/), or officers of the State of Illinois arising out of any participating agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor’s sole remedy for late payments by the State of Illinois. Payment terms contained in Vendor’s invoices shall have no force or effect. The State of Illinois shall not enter into binding arbitration to resolve any dispute arising out of any participating agreement. The State of Illinois does not waive sovereign immunity.
6. Illinois may further evaluate the lead entity’s awarded contracts to make best value determinations.
7. Registration in the Illinois Procurement Gateway is required before a participating agreement with the State of Illinois may be executed. For information on registration, please visit www.ipg.vendorreg.com.
8. Registration in BidBuy is required before a contract with the State of Illinois can be executed. For information on registration, please see the BidBuy Vendor Registration Manual.
9. Any vendor with a participating agreement may be required to meet a Illinois Business Enterprise Program goal (30 ILCS 575/).

Title 21
STATE PROCUREMENT REGULATIONS

Subtitle 07 CONTRACT TERMS AND CONDITIONS

Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503; State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114; Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

.01 Parties to the Contract.
Mandatory provision for all contracts.

.02 Scope of Contract.
Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

.03 Compensation and Method of Payment.
Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

.04 Contract Modifications.
Mandatory provision for all contracts.

.05 Non-Hiring of Officials and Employees.
Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendancy and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

.06 Disputes.
Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

.07 Maryland Law Prevails.

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

.08 Nondiscrimination in Employment.

Mandatory provision for all contracts. The following clause is preferred:

“The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual’s refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.”

.09 Contingent Fee Prohibition.

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

.10 Multi-Year Contracts Contingent Upon Appropriations.

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

.11 Termination for Default.

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

.12 Termination for Convenience.

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor(i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.

The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

.13 Delays and Extensions of Time.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

.14 Liquidated Damages.

Mandatory provision for:

A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and

B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

.15 Variations in Estimated Quantities.

Mandatory provision for all contracts that contain estimated quantity items.

.16 Suspension of Work.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

.17 Pre-existing Regulations.

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

.18 Payment of State Obligations.

Mandatory provision for all contracts. The following clause is preferred:

“Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State’s receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State’s payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

(1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or

(2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

.19 Financial Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches $200,000."

.20 Political Contribution Disclosure.

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: http://www.elections.state.md.us/campaign_finance/index.html."

.21 Retention of Records.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

.22 Compliance with Laws.

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

.23 Cost and Price Certification.

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds $100,000 or a smaller amount

determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed $100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed $100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

.24 Truth-In-Negotiation Certification.

Mandatory provision for architectural services or engineering services contracts exceeding $100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

.25 Contract Affidavit.

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

(1) Corporation — ___ domestic or ___ foreign;

(2) Limited Liability Company — ___ domestic or ___ foreign;

(3) Partnership — ___ domestic or ___ foreign;

(4) Statutory Trust — ___ domestic or ___ foreign;

(5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number:_____ Address:_____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches $200,000.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____ , 20___ , and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:_____(printed name of Authorized Representative and affiant)

_____(signature of Authorized Representative and affiant)

.26 Commercial Nondiscrimination Clause.

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

.27 Performance and Payment Bonds.

This regulation is added as a separate pdf form within this chapter.

.27 Performance and Payment Bonds.

Mandatory provision for contracts exceeding $100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

PERFORMANCE BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____ Description of Contract Contract Number: _____	Date of Contract _____, 20_____ Date Bond Executed _____, 20_____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____(SEAL)
In Presence of: Witness: _____ _____ as to _____ as to _____ as to	Co-Partnership Principal _____(SEAL) (Name of Co-Partnership) By:_____(SEAL) _____(SEAL) _____(SEAL)
Attest: _____ as to Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
Attest: (SEAL) _____ Signature Bonding Agent's Name: _____ Agent's Address _____	_____ (Corporate Surety) By: _____ (SEAL) Title_____ _____ (Business Address of Surety)
	Approved as to legal form and sufficiency this _____ day of _____ 20_____ _____ Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

PAYMENT BOND

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland Penal Sum of Bond (express in words and figures) _____ Description of Contract Contract Number: _____	Obligee STATE OF MARYLAND Date of Contract _____, 20_____ Date Bond Executed _____, 20_____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____(SEAL)
In Presence of: Witness: _____ as to _____ as to _____ as to	Co-Partnership Principal _____(SEAL) (Name of Co-Partnership) By:_____(SEAL) _____(SEAL) _____(SEAL)

Corporate Principal

_____

Attest: (Name of Corporation)

AFFIX

_____ By: _____ CORPORATE

Corporate Secretary President SEAL

_____

(Corporate Surety)

Attest: (SEAL) By: _____ (SEAL)

_____ Title_____

Signature

Bonding Agent's Name: _____ _____

(Business Address of Surety)

Agent's Address _____

Approved as to legal form and sufficiency this

_____ day of _____ 20_____

_____

Asst. Attorney General

.28 Performance and Payment Bonds — Multiyear Annual and Renewable.
This regulation is added as a separate pdf form within this chapter.

.28 Performance and Payment Bonds—Multiyear Annual and Renewable.

Optional forms for multiyear contracts exceeding $100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20_____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____(SEAL)
In Presence of: Witness: _____ _____ as to _____ as to _____ as to	Co-Partnership Principal _____(SEAL) (Name of Co-Partnership) By:_____(SEAL) _____(SEAL) _____(SEAL)
Attest: _____ as to Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
Attest: (SEAL) _____ Signature Bonding Agent's Name: _____ Agent's Address _____	_____ (Corporate Surety) By: _____ (SEAL) Title_____ _____ (Business Address of Surety)
	Approved as to legal form and sufficiency this _____ day of _____ 20 _____ _____ Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland Penal Sum of Bond (express in words and figures) _____	Obligee STATE OF MARYLAND Date Bond Executed _____, 20_____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and

each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of: Witness: _____ as to	Individual Principal _____(SEAL)
In Presence of: Witness: _____ as to _____ as to _____ as to	Co-Partnership Principal _____(SEAL) (Name of Co-Partnership) By:_____(SEAL) _____(SEAL) _____(SEAL)
  Attest: _____ Corporate Secretary	Corporate Principal _____ (Name of Corporation) AFFIX By: _____ CORPORATE President SEAL
  Attest: (SEAL) _____ Signature Bonding Agent's Name: _____ Agent's Address _____	_____ (Corporate Surety) By: _____ (SEAL) Title_____ _____ (Business Address of Surety)
	Approved as to legal form and sufficiency this _____ day of _____ 20 _____ _____ Asst. Attorney General

Administrative History

Effective date: July 1, 1981 (8:13 Md. R. II-5)
Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

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Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)
Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)
Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)
Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)
Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)
Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)
Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)
Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)
Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)
Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)
Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)
Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)
Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)
Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)
Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)
Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)
Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)
Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)
Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum.

STATE OF TENNESSEE PARTICIPATING ADDENDUM
TO NASPO RFP AZ-BPM003137
MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE

A. **SCOPE:** This State of Tennessee Participating Addendum (hereinafter "Contract") by and between the State of Tennessee ("hereinafter "State") and Company(ies) (hereinafter "Contractor") is for the provision of Mailroom Equipment, Supplies and Maintenance.

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

B. **TERM OF CONTRACT:**

The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. Lead State amendments to extend the term date shall be incorporated into this Participating Addendum upon approval by the Participating State.

Special note regarding Term of Contract. The NASPO ValuePoint term is a one (1) year contract term ending DATE, with four (4) additional one-year options to renew. No new leases will be entered beyond the end of year five (5) (DATE) from the resulting contract. The remaining five (5) years of the Edison statewide contract will allow agencies to complete the existing lease terms.

C. **PAYMENT TERMS AND CONDITIONS:**

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be four million seven hundred thirty-five thousand five hundred dollars ($4,735,500.00) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for three hundred sixty-five (365) days ("Firm Price Period").

a. Price Decreases. After the Firm Price Period, prices shall be equitably adjusted to reflect a decrease in Contractor's costs.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total

amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: State Agency & Division Name;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in

accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Mr. Erik Busby, Category Specialist
Central Procurement Office
Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Erik.Busby@tn.gov
Telephone # 615-253-8900
FAX # 615-741-0684

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least sixty (60) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any

other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Equal Opportunity. The Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
(2) Layoff or termination;
(3) Rates of pay or other forms of compensation; and
(4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.

d. In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.11. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.12. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.13. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.14. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.15. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.16. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.17 Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.18. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

D.19. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.20. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.22. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this

Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.23. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.24. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.25. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will

not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.26. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.27. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.28. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.29. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.30. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.31. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes [identify attachments and exhibits];
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the NASPO solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.33. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional liability (errors and

omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self insured retention ("SIR") over fifty thousand dollars ($50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor's policy. At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor; or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

1) The Contractor shall maintain CGL, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

   The Contractor shall maintain single limits not less than one million dollars ($1,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

   1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

      i. Workers' compensation in an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

   2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

      i. The Contractor employs fewer than five (5) employees;

      ii. The Contractor is a sole proprietor;

      iii. The Contractor is in the construction business or trades with no employees;

      iv. The Contractor is in the coal mining industry with no employees;

      v. The Contractor is a state or local government; or

      vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

   1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

   2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance

   1) The Contractor shall maintain technology professional liability (errors & omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than ten million dollars ($10,000,000) per occurrence or claim and ten million dollars ($10,000,000) annual aggregate, covering all acts, claims,

errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

2) Such coverage shall include data breach response expenses, in an amount not less than ten million dollars ($10,000,000) and payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

2) Any crime insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and one million dollars ($1,000,000) in the aggregate. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of not less than two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.34. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local governmental agencies;
c. members of the University of Tennessee or Tennessee Board of Regents systems;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

E.3. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

a. Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than thirty (30) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 30th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

b. Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

E.4. State of Tennessee Administrative Fee. A one percent (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract

usage of all Authorized Users. The administrative fee is due to the State no later than sixty (60) days after the end of the specified reporting period, as detailed below:

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor shall submit payments to:
Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:
Contract Administrator
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243
Email: CPO.SWC@tn.gov

E.5. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.6. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.7. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.8. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

E.9. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted.

E.10. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

E.11. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to this Participating Addendum (Attachment 2) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at: https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810.

E.12. Partial Takeover of Contract. The State may, at its convenience and without cause, exercise a partial takeover of any service that the Contractor is obligated to perform under this Contract, including any service which is the subject of a subcontract between Contractor and a third party (a "Partial Takeover"). A Partial Takeover of this Contract by the State shall not be deemed a breach of contract. The Contractor shall be given at least thirty (30) days prior written notice of a Partial Takeover. The notice shall specify the areas of service the State will assume and the date the State will be assuming. The State's exercise of a Partial Takeover shall not alter the Contractor's other duties and responsibilities under this Contract. The State reserves the right to withhold from the Contractor any amounts the Contractor would have been paid but for the State's exercise of a Partial Takeover. The amounts shall be withheld effective as of the date the State exercises its right to a Partial Takeover. The State's exercise of its right to a Partial Takeover of this Contract shall not entitle the Contractor to any actual, general, special, incidental, consequential, or any other damages irrespective of any description or amount.

E.13. Unencumbered Personnel. The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either

as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

E.14. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.15. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

a. Reporting of Total Compensation of the Contractor's Executives.

(1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:

i. 80 percent or more of the Contractor's annual gross revenues from federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. $25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.

c. If this Contract is amended to extend the Term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the term extension becomes effective.

d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: http://fedgov.dnb.com/webform/

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.16. Clean Air Act and Federal Water Pollution Control Act. If applicable, and as a condition for receipt of federal awards, the Contractor agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et*

seq. and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to FEMA and the Region 4 Office of the Environmental Protection Agency.

E.17. Drug-Free Workplace. The Contractor shall provide a drug-free workplace pursuant to the Drug-Free Workplace Act of 1988, Title 41 U.S.C. §§ 701, *et seq*., and the regulations in Title 41 U.S.C.A. §§ 8101 through 8106.

E.18. Procurement of Recovered Materials. If applicable:

a) In the Performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive.

c) Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

d) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E.19. Access to Records. If FEMA funds are used in whole or in part:

a) The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

d) In Compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

E.20. Use of DHS Logo. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E.21. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

E.22. Compliance with The False Claims Act. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

E.23. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

E.24. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

E.25. Contractor Hosted Services Confidential Data, Audit, and Other Requirements.

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the

Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Contractor shall be certified to host Payment Card Industry ("PCI") data in accordance with the current version of PCI DSS ("Data Security Standard"), maintained by the PCI Security Standards Council.

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State's Enterprise Information Security Policies as amended periodically. The State's Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology-solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's and Subcontractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: [number of hours/minutes]

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: [number of hours/minutes]

(2) The Contractor and any Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production

data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

E.26. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of Tenn. Code Ann. §§ 12-7-101, *et. seq*., shall be printed pursuant to this Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103 (d).

E.27. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.28. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Contractor is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

c. Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE	**DATE**
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)	

STATE OF TENNESSEE, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER	**DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation
The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE)
Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)
"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)
"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars ($10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

"Disabled Business Enterprise (DSBE)
"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:
https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html

Instructions
As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215 directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ( )	Email:
Does the Respondent qualify as the diversity business enterprise? ___ Yes ___ No If yes, which designation does the Respondent qualify? ___MBE ___WBE ___DSBE___SDVBE __SBE Certifying Agency:		

Estimated level of participation by DBEs if awarded a contract pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	**% of Contract**	**Estimated Amount**	**MBE/ WBE/ SDVBE/ SBE / DSBE Designation**	**Currently Certified (Yes or No)**
Business Name: Contact Name: Contact Phone:				
Business Name: Contact Name: Contact Phone:				

If awarded a contract, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans and persons with disabilities. Such reports shall be provided to the state of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:
https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810
We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: _____ Date: _____

Printed Name and Title of Signatory _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1523 **Agenda Date:** 4/14/2026 **Agenda #:** C.124.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Freeman Road Bridge Painting Project and take related actions under CEQA

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Freeman Road Bridge Painting Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, unincorporated Lafayette area. [County Project No. WO4012 / Federal Project No. BRLO-5942(180), DCD-CP#25-45 (District II).

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d).

DIRECT the Director of Department of Conservation and Development (DCD), or designee, to cause a CEQA Notice of Exemption (NOE) to be filed with the County Clerk and State Clearinghouse, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a $50 fee to the County Clerk for filing the NOE.

FISCAL IMPACT:
Estimated Project cost: $1,110,260. 50% Highway Bridge Program Federal Funds, 50% Local Road Funds.

BACKGROUND:
The purpose of this project is to clean, paint, and prevent future damage to Freeman Road Bridge (Bridge No. 42C0389). The project is needed to remove rust from the bridge as well as preserve the structural condition and remaining service life of the bridge. The maintenance-preventative work will consist of implementing a lead compliance plan and work area monitoring program if needed, blast cleaning, repainting superstructure steel members, and applying corrosion inhibitor. Additionally, the project will backfill and repair the embankment around the steel columns with concrete, remove unsound concrete, and replace pourable deck joint seals at abutments. A working platform with scaffolds and an enclosure system will be required to capture paint removal debris. Minor ground disturbance, bank disturbance, and vegetation removal at the ends of the abutments are needed. Real estate transactions may be necessary. A temporary traffic control plan will be implemented, staging area(s) will be placed away from sensitive areas, and appropriate Best Management Practices (BMPs) will be implemented to protect the creek.

The project consists of minor alterations to an existing bridge structure, including preventative maintenance and repairs pursuant to Article 19, Section 15301 of the CEQA Guidelines. The damaged bridge structure did not

result from substantial damage due to an environmental hazard and rehabilitation is needed to meet current public health and safety standards.

CONSEQUENCE OF NEGATIVE ACTION:
Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☒ Office of Land Use and Climate Innovation
State Clearinghouse
1400 Tenth Street, Room 113
Sacramento, CA 95814

☒ County Clerk, County of Contra Costa

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

Project Title: Freeman Road Bridge Painting, WO4012, CP#25-45

Project Applicant: Contra Costa County Public Works Department, 255 Glacier Drive, Martinez CA 94553, (925) 313-2000, Contact: Christian Montoya, (925) 313-2176, christian.montoya@pw.cccounty.us

Project Location: Freeman Road over Las Trampas Creek, approximately 0.1 mile west of Stanley Ct in unincorporated County near the City of Lafayette (APNs: 185-440-013 & 185-250-022).

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
Contact Person: Syd Sotoodeh (925) 655-2877 syd.sotoodeh@dcd.cccounty.us

Description of Nature, Purpose, and Beneficiaries of Project: The purpose of this project is to clean, paint, and prevent future damage to Freeman Road Bridge (Bridge No. 28C0389). The project is needed to remove rust from the bridge as well as preserve the structural condition and remaining service life of the bridge. The maintenance-preventative work will consist of implementing a lead compliance plan and work area monitoring program if needed, blast cleaning, repainting superstructure steel members, and applying corrosion inhibitor. Additionally, the project will backfill with concrete the gap in the embankment concrete slope paving around two steel columns, remove unsound concrete and clean and paint exposed reinforcing bars with a rust inhibitor along the exterior face of the bridge concrete curbs and deck, and replace pourable deck joint seals at abutments. A working platform with scaffolds and an enclosure system will be required to capture paint removal debris. Minor ground disturbance, bank disturbance, and vegetation removal at the ends of the abutments are needed. Real estate transactions may be necessary. A temporary traffic control plan will be implemented, staging area(s) will be placed away from sensitive areas, and appropriate Best Management Practices (BMPs) will be implemented to protect the creek.

Name of Public Agency Approving Project: Contra Costa County

Name of Person or Agency Carrying Out Project: Contra Costa County Public Works Department

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☒ Categorical Exemption (Sec. 15301[d])
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Other Statutory Exemption (Sec.)

Reason why project is exempt: The proposed project is exempt under CEQA Guidelines, Section 15301(d), regarding minor alterations to an existing bridge structure, including preventative maintenance and repairs. The deteriorated bridge structure did not result from substantial damage due to an environmental hazard and rehabilitation is needed to meet current public health and safety standards.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Title: Senior Planner Date: Jan. 2, 2026

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

Applicant

Christian Montoya
255 Glacier Drive
Martinez, CA 94553
(925) 313-2176

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☐ Conservation and Development - $25

Total Due: _____ Receipt #: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at LCI: _____

Form Revised 2025

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1524 **Agenda Date:** 4/14/2026 **Agenda #:** C.125.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Briones Valley Road Bridge Painting Project and take related actions under CEQA

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Briones Valley Road Bridge Painting Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, unincorporated Brentwood area. [County Project No. WO4516, Federal Project No. BPMP-5928(188), DCD-CP#25-46] (District III).

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(d).

DIRECT the Director of Department of Conservation and Development (DCD), or designee, to cause a CEQA Notice of Exemption (NOE) to be filed with the County Clerk and State Clearinghouse, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a $50 fee to the County Clerk for filing the NOE.

FISCAL IMPACT:
Estimated Project cost: $414,000. 39% Highway Bridge Program Federal Funds, 61% Local Road Funds.

BACKGROUND:
The purpose of this project is to clean, paint, and prevent future damage to Briones Valley Road Bridge (Bridge No. 28C0495). The project is needed to remove rust from the bridge as well as preserve the structural condition and remaining service life of the bridge. The maintenance-preventative work will consist of implementing a lead compliance plan and work area monitoring program if needed, blast cleaning, repainting superstructure steel members, applying corrosion inhibitor, and tightening or replacing missing steel bolt connections. Construction is anticipated to begin in Summer 2027. The project would occur approximately seven feet above the creek bed. No ground disturbance, vegetation removal, or erection of a working platform is anticipated. Real estate transactions may be necessary. The project is in the East Contra Costa County Habitat Conservation Plan (HCP) and will comply with HCP requirements. Work staging area(s) will be placed away from sensitive areas and appropriate Best Management Practices (BMPs) will be implemented to protect the creek.

The project consists of minor alterations to an existing bridge structure, including preventative maintenance and repairs pursuant to Article 19, Section 15301 of the CEQA Guidelines. The deteriorated bridge structure did not

result from substantial damage due to an environmental hazard and rehabilitation is needed to meet current public health and safety standards.

CONSEQUENCE OF NEGATIVE ACTION:
Delay in approving the project may result in a delay of design and construction, and may jeopardize funding.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☒ Office of Land Use and Climate Innovation
State Clearinghouse
1400 Tenth Street, Room 113
Sacramento, CA 95814

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

☒ County Clerk, County of Contra Costa

Project Title: Briones Valley Road Bridge Painting, WO4516, CP#25-46

Project Applicant: Contra Costa County Public Works Department, 255 Glacier Drive, Martinez CA 94553, (925) 313-2000, Contact: Christian Montoya, (925) 313-2176, christian.montoya@pw.cccounty.us

Project Location: Briones Valley Road over Briones Valley Creek, approximately 2.9 miles west of Deer Valley Road in the unincorporated Brentwood area of Contra Costa County (APNs: 078-100-003 & 078-100-014).

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553
Contact Person: Syd Sotoodeh (925) 655-2877 syd.sotoodeh@dcd.cccounty.us

Description of Nature, Purpose, and Beneficiaries of Project: The purpose of this project is to clean, paint, and prevent future damage to Briones Valley Road Bridge (Bridge No. 28C0495). The project is needed to remove rust from the bridge as well as preserve the structural condition and remaining service life of the bridge. The maintenance-preventative work will consist of implementing a lead compliance plan and work area monitoring program if needed, blast cleaning, repainting superstructure steel members, applying corrosion inhibitor, and tightening or replacing missing steel bolt connections. Construction is anticipated to begin in Summer 2027. The project would occur approximately seven feet above the creek bed, therefore no erection of a working platform is anticipated. No ground disturbance or vegetation removal is anticipated. Real estate transactions may be necessary. The project is in the East Contra Costa County Habitat Conservation Plan (HCP) and will comply with HCP requirements. Work staging area(s) will be placed away from sensitive areas and appropriate Best Management Practices (BMPs) will be implemented to protect the creek.

Name of Public Agency Approving Project: Contra Costa County

Name of Person or Agency Carrying Out Project: Contra Costa County Public Works Department

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☒ Categorical Exemption (Sec. 15301[d])
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Other Statutory Exemption (Sec.)

Reason why project is exempt: The proposed project is exempt under CEQA Guidelines, Section 15301(d), regarding minor alterations to an existing bridge structure, including preventative maintenance and repairs. The deteriorated bridge structure did not result from substantial damage due to an environmental hazard and rehabilitation is needed to meet current public health and safety standards.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Title: Senior Planner Date: Jan. 2, 2026

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

Applicant

Christian Montoya
255 Glacier Drive
Martinez, CA 94553
(925) 313-2176

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☐ Conservation and Development - $25

Total Due: _____ Receipt #: _____

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at LCI: _____

Form Revised 2025

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1525 **Agenda Date:** 4/14/2026 **Agenda #:** C.126.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Advertise the 2026 On-Call Contracts for Various Road, Flood Control, and Airport Maintenance Work, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the Public Works Director, or designee, to advertise the 2026 On-Call Contracts for Various Road, Flood Control, and Airport Maintenance Work, for routine maintenance, repair, replacement, and reconstruction of existing road, flood control, and airport facilities, Countywide.

FISCAL IMPACT:
100% Various Funds

BACKGROUND:
The Contra Costa County (County) Public Works Department maintains over 650 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout the County.

The Public Works Department will use the 2026 On-Call Contracts for Various Road, Flood Control, and Airport Maintenance Work to provide support, as needed, to Public Works Maintenance crews for routine road, flood control, and airport maintenance repairs, such as but not limited to, pavement repairs and replacement, crack seal, slurry seal, skin patching, asphalt concrete cold planing, pavement leveling, shoulder widening, hot mix asphalt paving, storm damage repair work, rock slope protection, and slope stabilization, culverts, and concrete structures, on an as-needed basis, in various locations throughout Contra Costa County.

The Public Works Department intends to award at least two (2) $6,000,000 contracts to the responsible bidders. Each contract will have a term of one (1) year with the option of four (4) one-year extensions. The contract(s) will be used, as needed, without a minimum amount required to be spent.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not advertised, the Public Works Department may be unable to complete routine road, flood control, and airport maintenance work in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1526 **Agenda Date:** 4/14/2026 **Agenda #:** C.127.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Construction Contract for the Wildcat Fish Passage Implementation Project.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) APPROVE plans, specifications, and design for the Wildcat Fish Passage Implementation Project, North Richmond. County Project No. 7505-6F8101 (District I)

(2) DETERMINE that the bid submitted by Goodfellow Bros. California, LLC (Goodfellow Bros.), the lowest monetary bidder, submitted the lowest responsive and responsible bid for this project

(3) AWARD the construction contract for the above project to Goodfellow Bros. in the listed amount ($4,051,479.00) and the unit prices submitted in the bid, and DIRECT that Goodfellow Bros. shall present two good and sufficient surety bonds, as indicated below, and that the Chief Engineer, or designee, shall prepare the contract.

(4) ORDER that, after the contractor has signed the contract and returned it, together with the bonds as noted below and any required certificates of insurance or other required documents, and the Chief Engineer has reviewed and found them to be sufficient, the Chief Engineer, or designee, is authorized to sign the contract for this Board.

(5) ORDER that, in accordance with the project specifications and/or upon signature of the contract by the Chief Engineer, or designee, and bid bonds posted by the bidders are to be exonerated and any checks or cash submitted for security shall be returned.

(6) ORDER that, the Chief Engineer , or designee, is authorized to sign any escrow agreements prepared for this project to permit the direct payment of retentions into escrow or the substitution of securities for moneys withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 22300.

(7) AUTHORIZE the Chief Engineer, or designee, to order changes or additions to the work pursuant to Public Contract Code section 20142.

(8) DELEGATE, pursuant to Public Contract Code Section 4114, to the Chief Engineer or designee, the Board's

functions under Public Contract Code Sections 4107 and 4110.

(9) DELEGATE, pursuant to Labor Code Section 6705, to the Chief Engineer or to any registered civil or structural engineer employed by the County the authority to accept detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection during trench excavation covered by that section.

(10) DECLARE that, should the award of the contract to Goodfellow Bros. 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 all of 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).

FISCAL IMPACT:
The Project will be funded 28% U.S. Environmental Protection Agency Grant, 34% Department of Water Resources Grant, and 38% local funds.

BACKGROUND:
The above project was previously approved by the Board of Supervisors, plans and specifications were filed with the Board, and bids were invited by the Chief Engineer. On March 31, 2026 the Contra Costa County Flood Control and Water Conservation District received bids from the following contractors:

BIDDER, TOTAL AMOUNT, BOND AMOUNTS

Goodfellow Bros. California LLC: $4,051,479.00; Payment: $4,051,479.00; Performance: $4,051,479.00

Gordon N. Ball, Inc.: $4,462,972.00

Carone and Company, Inc.: $4,696,807.00

Disney Construction, Inc.: $5,683,333.00

Con-Quest Contractors, Inc.: $5,751,445.00

A&B Construction: $5,842,000.00

Ghilotti Construction Company, Inc.: $5,867,636.90

Mountain Cascade, Inc.: $7,587,273.00

The Chief Engineer recommends that the bid submitted by Goodfellow Bros. is the lowest responsive and responsible bid.

The Chief Engineer recommends that the bid submitted by Goodfellow Bros. is the lowest responsive and

responsible bid, which is $411,493.00 less than the next lowest bid, and this Board concurs and so finds.

The Board of Supervisors previously adopted the Initial Study/Mitigated Negative Declaration on September 10, 2024 in compliance with the California Environmental Quality Act (CEQA), and a Notice of Determination was filed with the County Clerk on September 12, 2024.

The general prevailing rates of wages, which shall be the minimum rates paid on this project, have been filed with the Clerk of the Board, and copies will be made available to any party upon request.

CONSEQUENCE OF NEGATIVE ACTION:
Construction of this project would be delayed, and the project might not be built.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-145 **Agenda Date:** 4/14/2026 **Agenda #:** C.128.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Conveyance of six Temporary Construction Easements and one Fee parcel to Contra Costa County, Martinez/Pacheco area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

As the governing body of the Contra Costa County Flood Control and Water Conservation District ("District"):

APPROVE the conveyance, by the attached Right of Way Contracts, six temporary constructions easements and by the attached grand deed, one fee parcel, located at Grayson Creek on the east and west side of I680 at SR4, to Contra Costa County in exchange for Contra Costa County's payment of $9,550, pursuant to Government Code Section 25526.5 and Section 31 of the Contra Costa County Flood Control and Water Conservation District Act. (Project No. 4660-6X4175) (SCH 2006082017).

DETERMINE that said property to be surplus and no longer necessary for flood control purposes or other public purposes of the District, and its estimated value does not exceed twenty-five thousand dollars ($25,000).

DETERMINE that the conveyance of these property rights is in the best interest of the public and that they will not substantially conflict or interfere with the use of the District's remaining property.

ADOPT the attached resolution declaring the fee parcel which consists of ±.36 acres, located at Grayson Creek on the east and west side of Interstate 680 at State Route 4 in Martinez/Pacheco area, to be "exempt surplus land," as defined in the Government Code section 54221(f)(1)(D), and no longer required for District purposes, in accordance with Section 31 of the Contra Costa County Flood Control and Water Conservation Act and the Surplus Land Act.

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

AUTHORIZE the Chair, Board of Supervisors, to execute a Grant Deed on behalf of the District.

DIRECT the Real Estate Division of the Public Works Department to cause said Grant Deed and a certified copy of this Board Order to be delivered to the grantee for recording in the office of the County Clerk-Recorder.

As the governing body of Contra Costa County ("County"):

ACCEPT the attached Right of Way Contracts conveying the six temporary construction easements and the attached Grant Deed conveying one fee parcel to the County.

AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract-Temporary Easement on behalf of the County.

AUTHORIZE the Public Works Director, or designee, to cause the Grant Deed to be recorded in the Official Records of the County Clerk-Recorder.

As the governing body of both the District and the County:

CONSIDER the Initial Study and Negative Declaration/Environmental Assessment and Finding of No Significant Impact (the "CEQA/NEPA document") prepared by the State of California, Department of Transportation - the lead agency - for the I-680/SR4 Interchange Project (State Clearinghouse No. 2006082017); and DETERMINE that the Project will not have any significant effects on the environment, as disclosed in the CEQA/NEPA document.

DIRECT the Public Works Director/Chief Engineer, or designee, to file a CEQA notice of determination with the County Clerk-Recorder and the State Clearinghouse for each agency; and

AUTHORIZE each agency to pay the Clerk-Recorder in the amount of $50 for the required filing fee.

FISCAL IMPACT:
100% CCTA Funding

BACKGROUND:

The Contra Costa Transportation Authority (CCTA) and the California Department of Transportation (Caltrans) propose to construct Phases 2A and 4 improvements for the Interstate 680 (I-680) / State Route 4 (SR 4) Interchange Project in Contra Costa County to improve specific safety and operations deficiencies associated with the existing facility. Contra Costa County Public Works Department, Real Estate Division will be doing Caltrans oversight work ensuring the property acquisitions and/or relocations are completed to Caltrans' standards, issuing a Right of way Certification prior to project advertisement and will be conducting eminent domain work, if necessary. All acquisitions will be in the County's name and permanent acquisitions will be transferred to Caltrans.

The proposed project would consist of the following primary improvements:

<u>Phase 2A</u>

- Widen diagonal ramp from EB SR 4 to SB I-680 from 1 to 2 lanes. Widen a portion of loop ramp from WB SR 4 to SB I-680 from 1 to 2 lanes. This will require widening of the existing Grayson Creek Bridge.
- Construct auxiliary lanes as follows: Along SB I-680 from the EB SR 4 to SB I-680 to 300 feet north of

Center Avenue
- Install ramp metering facility for SB I-680 on-ramp

Phase 4
- Construct a two-lane direct connector from SB I-680 to EB SR 4
- Realign northern portion of SB I-680 to WB SR 4 diagonal ramp
- Remove existing loop ramp from SB I-680 to EB SR 4
- Construct auxiliary lane along EB SR 4 from the entrance of the direct connector stated above to 1,000 feet north of Peralta Road
- Along EB SR 4, realign Solano Way off-ramp and on-ramp to accommodate above mentioned auxiliary lane
- Remove the Collector-Distributor (C-D) road parallel to SB I-680 and realign entrance of loop ramp from WB SR 4 to SB I-680
- Widen southern portion of diagonal ramp from NB I-680 to EB SR 4 from 1 to 2 lanes
- Install ramp metering facility for SB 680/EB SR 4 on-ramp"

In 2008, the State of California, Department of Transportation, as the lead agency, adopted an Initial Study and Negative Declaration/Environmental Assessment and Findings of No Significant Impact (the "CEQA/NEPA document") for the I-680/SR4 Interchange Project, in accordance with the California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA). The improvements are proposed to be implemented over
five phases. Each project phase can be independently constructed to provide incremental benefits in meeting the overall
project goal to improve operational efficiencies and traffic flow, address safety concerns associated with the existing interchange configuration, and accommodate existing and planned growth on this segment of highway.

District staff have reviewed the property being conveyed to the County for the Project, and they have determined that the Fee Parcel is "exempt surplus land" of the District and no longer needed for District purposes, as further described in the attached resolution declaring the Fee Parcel to be exempt surplus land. Additionally, staff determined that the County's use of the temporary easement areas will not substantially conflict or interfere with the District's flood control activities or other activities of the District. The Real Estate Division staff determined that the Fee Parcel and temporary easements are valued at approximately $9,550.

The County is responsible for acquiring right-of-way for these next phases of the Project, and, in that capacity is acting as a CEQA responsible agency. The District also is taking a discretionary action by selling property to the County and is considered a responsible agency under CEQA. As a responsible agencies, the County and the District are required to consider the CEQA/NEPA document and determine whether the Project will have any significant environmental effects. Public Works staff have reviewed the CEQA/NEPA document and have determined that the Project, and all phases of it, will not have any significant effects on the environment, and, therefore, findings and a statement of overriding considerations are not required. (See CEQA Guidelines, § 15091(h). Staff recommend that the Board make the same determination and direct staff to file a CEQA notice of determination for each agency. (See CEQA Guidelines, §
15091.)

CONSEQUENCE OF NEGATIVE ACTION:
Contra Costa County will not have the necessary right of way to construct the project according to approved

plans and specifications.

RESOLUTION NO._____

RESOLUTION OF THE BOARD OF THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DECLARING A PORTION OF UNIMPROVED PROPERTY LOCATED AT GRASON CREEK ON THE EAST AND WEST SIDE OF INTERSTATE 680 AT STATE ROUTE 4 TO BE EXEMPT SURPLUS LAND IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54221(f)(1)(D) FOR CONVEYANCE TO CONTRA COSTA COUNTY FOR ITS USE IN THE I680/SR4 INTERCHANGE PROJECT

RESOLVED, by the Board of Supervisors of Contra Costa County, acting as the governing body of the Contra Costa County Flood Control and Water Conservation District (the "Board"):

WHEREAS the Contra Costa County Flood Control and Water Conservation District, a body corporate and politic existing in the State of California, (the "District") owns land along the east and west side of Interstate 680 at State Route 4, located in the Martinez/Pacheco area and being portions of Assessor's Parcel No. 125-240-XXX and 125-020-XXX (the "Property").

WHEREAS Contra Costa County, a political subdivision of the State of California, (the "County") desires to acquire, by grant deed, from the District a portion of the Property consisting of approximately .36 acres of land in fee, located on the west side of the Property identified as a portion of APN 125-240-XXX ("Fee Parcel"), and a portion of the Property located on the east side of the Property, identified as a portion of APN 125-020-XXX consisting of approximately 5.1 acres of land by Right of Way Contract for six temporary construction easements, (the "TCEs") for use in connection with the I680/SR4 Interchange Project (the "Project").

WHEREAS the District will receive consideration of $9,550 as consideration for the Fee Parcel and the TCEs.

WHEREAS any real property conveyed from one local agency to another local agency for the receiving agency's own use qualifies as "exempt surplus land," as defined in Government Code section 54221(f)(1)(D).

WHEREAS in accordance with Section 31 of the Contra Costa County Flood Control and Water Conservation District Act (the "Act"), the District may sell property following the adoption of a resolution declaring it surplus and no longer required for District purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby find and determine that the foregoing recitals are true and correct.

BE IT FURTHER RESOLVED that the Board, in anticipation of the District and the County entering into each contract under which the County has the right to purchase the Fee

Parcel and TCEs $9,550, hereby declares that the Fee Parcel is "exempt surplus land," as that term is defined in Government Code section 54221(f)(1)(D).

BE IT FURTHER RESOLVED that the Board, on behalf of the District, hereby determines that the Fee Parcel is no longer necessary to be retained for the uses and purposes of the District, in accordance with Section 31 of the Act.

BE IT FURTHER RESOLVED that the Board hereby authorizes the Chief Engineer, or his designee, to take all actions necessary to complete the transactions contemplated in this Resolution, including the execution of three Right of Way Contracts; and further authorizes the Chair of the Board, or in the Chair's absence the Vice Chair of the Board, to execute on behalf of the District one grant deed to convey the Fee Parcel to the County; and further authorizes the Chief Engineer, or his designee, to transmit a certified copy of this Resolution declaring the Fee Parcel to be exempt surplus land to the California Department of Housing and Community Development at least 30 days prior to the disposition of the Subject Property (i.e., at least 30 days before the Grant Deed is executed and delivered to the County).

BE IT FURTHER RESOLVED that if any of the transactions contemplated in this Resolution fails to occur, the Board will, at a duly noticed and regular public meeting, rescind the declaration that the Fee Parcel is exempt surplus land until such time that the Board can make appropriate further findings and declarations.

I hereby certify that this is a true and correct copy of an action taken and entered in the minutes of the Board of Supervisors of Contra Costa County, acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, on the date shown.

ATTESTED: April ____, 2026

By: _____
County Administrator and Clerk
of the Board of Supervisors

Attachment

G:\realprop\CCTA I-680-4 Interchange Phases 1 & 2A & 4\CCCFCWCD\CCCFCWD Resolution.docx

Grantor(s): Contra Costa County Flood Control and Water Conservation District, a flood control district operating under the law of the State of California
Portion of APN: N/A
Project Name: I-680/SR4 Interchange Project – Phases 2A and 4
Project No.: 6X4175
Federal Project No.: 04200001561
Parcel No(s).: 65049-1

_____, California
_____, 202_

Document in the form of a Grant Deed, dated _____, 202_, covering the property particularly described in the above instrument (Property) has been executed and delivered to Contra Costa County (County).

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) County requires the Property described in the Grant Deed, Exhibit "A" attached hereto and made a part hereof, for State highway purposes, a public use for which County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.

(C) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT - Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

(D) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The County shall:

   (A) Pay the undersigned Grantor(s) the sum of ONE THOUSAND SEVEN HUNDRED FIFTY and No/100 ($1,750.00) (Purchase Price) for the property or interest conveyed by above document(s) when title to said property vests in the County free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

      a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

      b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.

      c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

      d. Other approved exceptions, if any.

   (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefore.

   (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

3. Any or all moneys payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s), be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. The Grantor(s) shall retain title of the property conveyed up to and including the date of recording of the deed conveying title to County upon compliance by the Grantor(s) with the conditions of this contract. All rents and all security money collected by Grantor(s) applicable to any period thereafter shall be paid to the County. Either party hereto collecting rents or security money to which the other party is entitled shall forthwith pay such amount to the other as is necessary to comply with the provision of this clause.

5. By this Agreement, County and Grantor(s) establish an escrow (Escrow) with WFG Title Insurance Company their Escrow No. 54606-22-01397 (Title Company). If, for any reason, the named Title Company is unable to handle this transaction through the Close of Escrow, the County's Real Property Agent assigned to oversee this property acquisition will select an alternate title company to handle the transaction, and notify Grantor in writing of the identity and address of the successor title company and the new escrow number. Thereafter, the successor company will be the "Title Company" for purposes of this Agreement.

   Grantor(s) hereby authorize(s) County to prepare escrow instructions and file escrow instructions with said Tile Company, on behalf of Grantor(s), in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens, and assessments on the property conveyed.

   On or before the Close of Escrow, Grantor will deliver to County or into Escrow with said Title Company the following documents:

   (A) The Grand Deed, in recordable form and properly executed on behalf of the Grantor(s), conveying to County the property in fee simple absolute.

   (B) Copies of any effective leases, rental agreements, or any other agreements, if any, which County has agreed in writing are to remain in effect after County takes title.

   (C) Prior to the Close of Escrow, County will deposit the Purchase Price into Escrow with said Title Company.

6. Escrow shall close upon the conveyance of the property to the County (Close of Escrow). On the closing date, the Title Company shall close Escrow as follows:

   (A) Record the Grant Deed, marked for return to the County care of Jessica L. Dillingham, Principal Real Property Agent for the County (Which shall be deemed delivered to the County), parties agree that Temporary Construction Easement Deeds will not be recorded;

   (B) Issue the Title Policy, if requested to do so by the County;

   (C) Prorate taxes, assessments, rents and other charges as provided by this Agreement;

   (D) Disburse to the Grantor the Purchase Price, less prorated amounts and charges to be paid by or on behalf of Grantor;

(E) Prepare and deliver to the County and to the Grantor one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify the Grantor(s) and the County and retain all funds and documents pending receipt of further instructions from the County.

7. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month and the Grantor(s) further agree(s) to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

8. The undersigned Grantor(s) hereby agree(s) and consent(s) to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waive(s) any and all claims to any money that may now be on deposit in said action.

9. The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor's(s') ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property, which may have occurred prior to Grantor(s) taking title to the property.

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

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date funds are deposited into escrow controlling this transaction, and the amount shown in Clause 2 (A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

By Lorena Serrano
Lorena Serrano
Real Property Consultant

By _____
Warren Lai
Chief Engineer

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

Date: _____
(Date signed by Grantor(s)

APPROVED:

By _____
Warren Lai
Public Works Director

Date: _____
(Date of Approval)

AB:
G:\realprop\CALTRANS\RW08-03 Right of Way Contract State Highway.doc
Updated 3/2022

EXHIBIT "A"

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Jessica L Dillingham, Principal
Real Property Agent

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

Assessor's Parcel No. N/A
Caltrans Parcel No.: 65049-1

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district existing under the laws of the State of California,

GRANTS to

CONTRA COSTA COUNTY, a political subdivision of the State of California, organized under the laws of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION AND MAP SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes to the GRANTEE any and all abutter's rights, including rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

The GRANTOR further understands that the present intention of the GRANTEE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

GRANTOR:

Date _____

_____
Diane Burgis
Chair, Board of Supervisors

ATTACH APPROPRIATE ACKNOWLEDGMENT

MAIL TAX STATEMENTS TO:
Contra Costa County, Public Works Department, Attn: Real Estate Division, 255 Glacier Drive, Martinez, CA 94553

G:\realprop\CCTA I-680-4 Interchange Phases 1 & 2A & 4\Condemnation\FC Parcel No. 65049-1 - Grant Deed_3.19.26.doc
02/2021

EXHIBIT "A"

Number
65049

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being portions of the parcel of land described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65049-1)

BEGINNING at the northwest corner of State Parcel No. 58368-1, Recorded on January 4, 2016 as Document No. 2016-000660, Official Records of said County; thence along the west line of said parcel (58368-1) for the following two (2) courses: (1) South 14°55'06" East, 105.93 feet; (2) South 12°04'14" East, 299.16 feet to the southwest corner of said parcel (58368-1), same corner being on the south line of the above referenced Contra Costa County Flood Control and Water Conservation District parcel; Thence along said south line for the following three (3) courses: (1) South 23°13'44" West, 42.63 feet; (2) North 67°24'04" West, 16.00 feet; (3) South 22°35'56" West, 2.82 feet; Thence crossing through said Contra Costa County Flood Control and Water Conservation District parcel for the following two (2) courses: (1) North 12°03'55" West, 347.70 feet; (2) North 14°13'45" West, 34.03 feet to the **POINT OF BEGINNING**.

CONTAINING 15,718 square feet, more or less.

There shall be no abutters rights, including rights of access, appurtenant to the above described property, in and to the adjacent State highway right of way.

The bearings and distances used in the above description are based on the California

EXHIBIT "A"

Number
65049

EXHIBIT "A"

Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

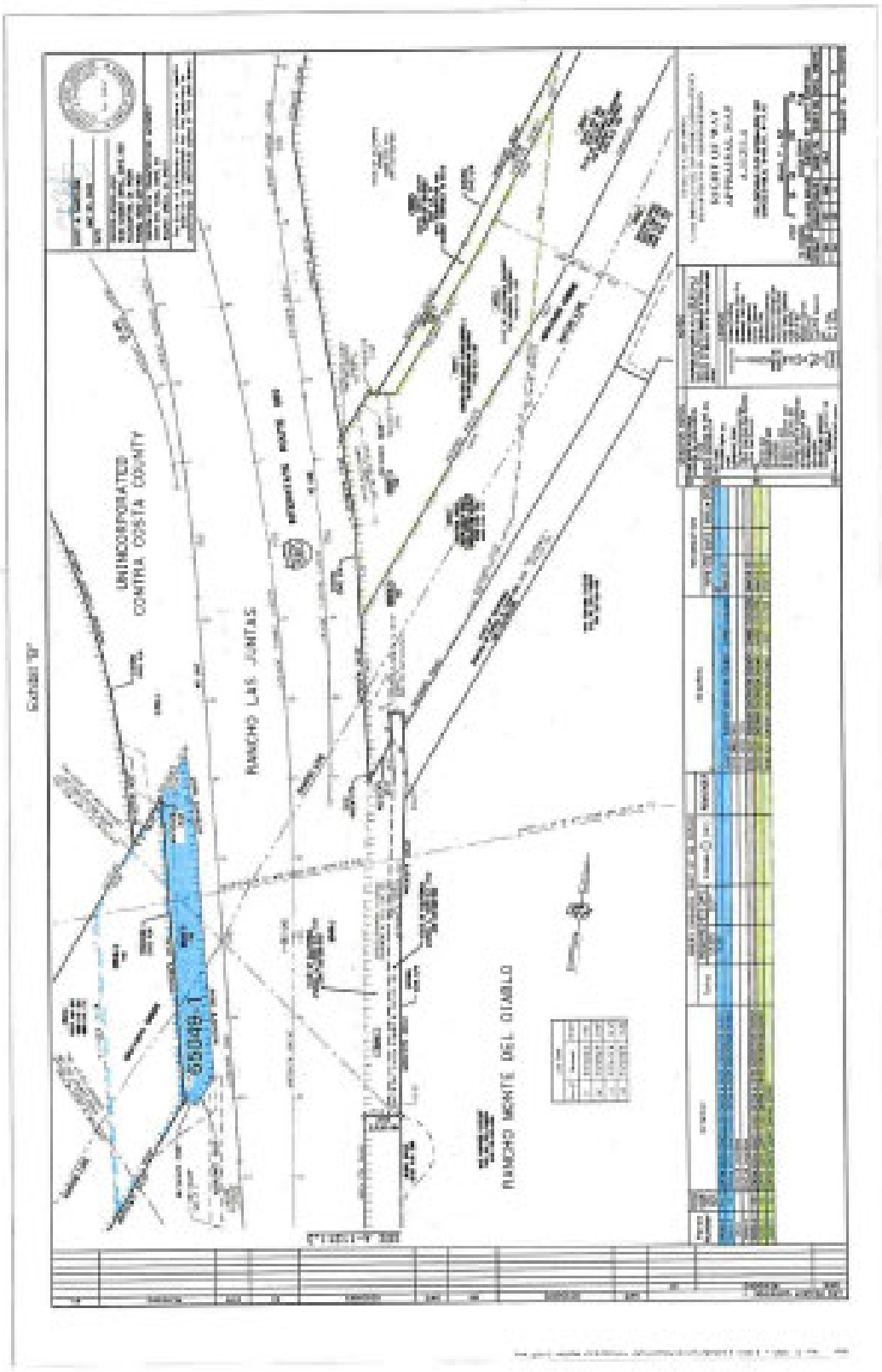
This real property description has been prepared by me, or under the direction, in conformance with the California Professional Land Surveyors Act.



Scott A. Shortlidge

7-28-2025
Date

Exhibit "A"


UNINCORPORATED
CONTRA COSTA COUNTY
RANCHO LAS JUNTAS
RANCHO MONTE DEL DIABLO

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez, CA 94553
Attn: Jessica L Dillingham,
Principal Real Property Agent

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

Assessor's Parcel No.: 125-240-XXX (portion of)
Caltrans Parcel No.: 65049-1

GRANT DEED

For Value Received, receipt of which is hereby acknowledged, **CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a body corporate and politic existing in the State of California,

GRANTS to

CONTRA COSTA COUNTY, a political subdivision of the State of California, organized under the laws of the State of California,

The following described real property in the unincorporated area of the County of Contra Costa, State of California,

FOR DESCRIPTION AND MAP SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquished to the GRANTEE any and all abutter's rights, including rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

The GRANTOR further understands that the present intention of the GRANTEE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waives any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

GRANTOR:

Date _____

_____
Diane Burgis
Chair, Board of Supervisors

ATTACH APPROPRIATE ACKNOWLEDGMENT

MAIL TAX STATEMENTS TO:
Contra Costa County, Public Works Department, Attn: Real Estate Division, 255 Glacier Drive, Martinez, CA 94553

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, before me, _____,

Deputy Clerk of the Board of Supervisors, Contra Costa County, personally appeared_____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Deputy Clerk

Number
65049

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being portions of the parcel of land described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

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Number
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EXHIBIT "A"

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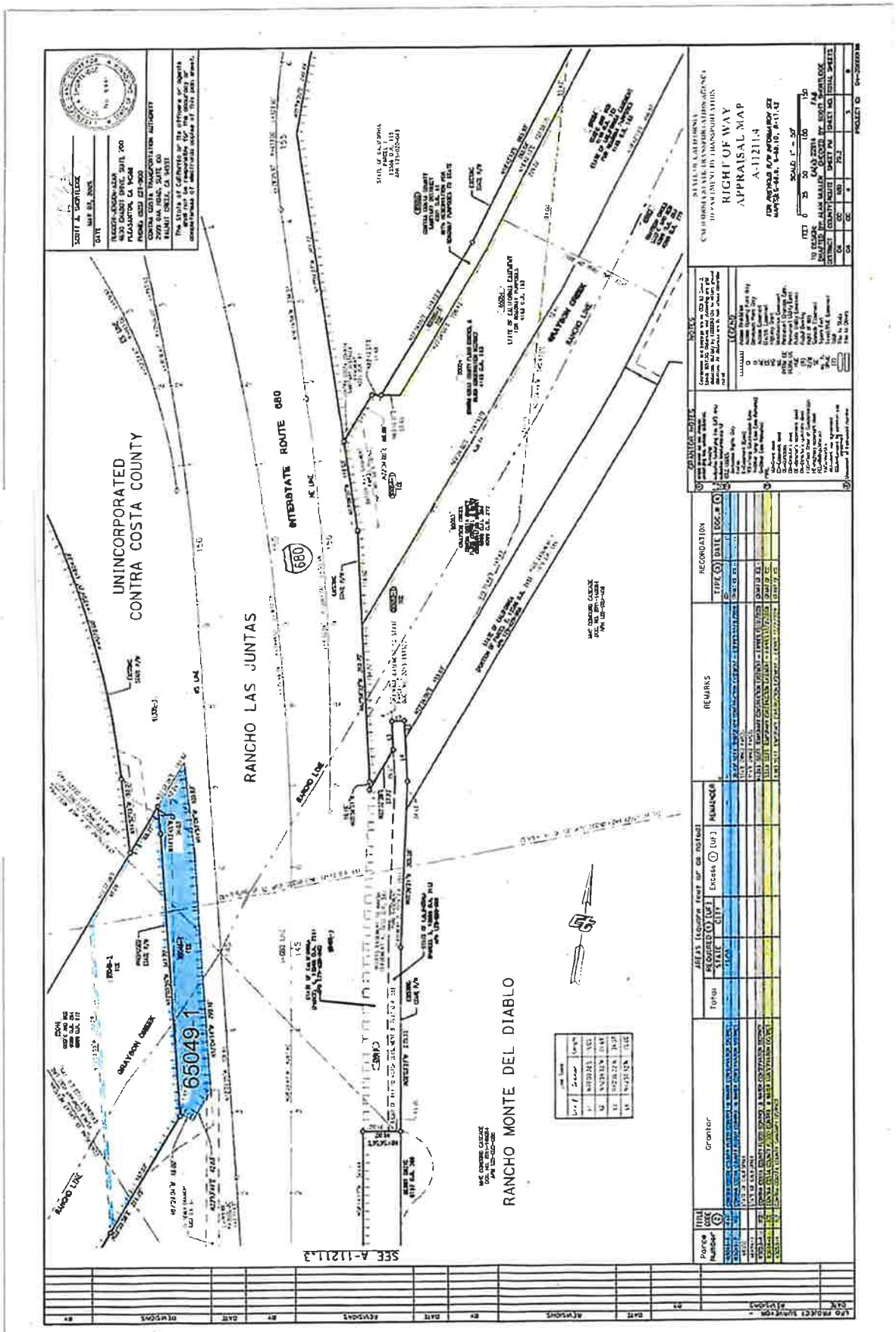
This real property description has been prepared by me, or under the direction, in conformance with the California Professional Land Surveyors Act.



Scott A. Shortlidge

7-28-2025
Date

Exhibit "B"


UNINCORPORATED
CONTRA COSTA COUNTY
RANCHO LAS JUNTAS
RANCHO MONTE DEL DIABLO
INTERSTATE ROUTE 680
65049-1
SEE A-112113
RIGHT OF WAY
APPRAISAL MAP
A-112114

NEPA/CEQA RE-VALIDATION FORM

DIST-CO-RTE: 04-CC-4/680
PM/PM: 680 PM 20.2/22.2; 4 PM R10.5/R15.1
EA or Fed-Aid Project No.: EA 04-229141
Other Project No. (specify): Project ID – 0420000156
Project Title: I-680/SR 4 Interchange – Phases 1, 2A and 4
Environmental Approval Type: IS/EA
Date Approved: 11/26/2008
Reason for Consultation (23 CFR 771.129), check one: ☐ Project proceeding to next major federal approval ☒ Change in scope, setting, effects, mitigation measures, requirements ☐ 3-year timeline (EIS only) ☐ **N/A** (Re-Validation for CEQA only)
Description of Changed Conditions: *I-680/SR 4 Interchange Project – Phase 1, 2A, 4 (Project) is amended to include additional improvements identified during the 65%design phase, such as trash capture, revisions to truss signs, lane restriping. See attached continuation sheets for further details.*

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: (*Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.*)

☐ **The original environmental document or CE remains valid. No further documentation will be prepared.**

☒ **The original environmental document or CE is in need of updating; further documentation has been prepared and ☐ is included on the continuation sheet(s) or ☒ is attached. With this additional documentation, the original ED or CE remains valid.**

Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No

☐ **The original document or CE is no longer valid.**

Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No

Supplemental environmental document is needed. ☐ Yes ☐ No

New environmental document is needed. ☐ Yes ☐ No (If "Yes," specify type:)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

Signature: Environmental Branch Chief	Date 8/17/2023
Signature: Project Manager/DLAE	Date 8/17/2023

NEPA/CEQA RE-VALIDATION FORM

CEQA CONCLUSION (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: (*Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.*)

☐ **Original document remains valid. No further documentation is necessary.**

☒ **Only minor technical changes or additions to the previous document are necessary.**
☐ **An addendum has been or will be prepared and is ☒ included on the continuation sheets or ☐ will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)**

☐ **Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)**

☐ **Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162)**
(Specify type of subsequent document, e.g., Subsequent FEIR):

☐ **The CE is no longer valid. New CE is needed. ☐ Yes ☐ No**

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

[signature]	8/17/2023
Signature: Environmental Branch Chief	Date
[signature]	8/17/2023
Signature: Project Manager/DLAE	Date

CONTINUATION SHEET(S)

Changes in project design, e.g., scope change; a new alternative; change in project alignment.

In 2008, Caltrans adopted an Initial Study/Environmental Assessment for the I-680/SR4 Interchange Project. The improvements were proposed to be implemented over five phases. Each phase could be independently constructed and provide incremental benefits in meeting the overall project goal to improve operational efficiencies and traffic flow, address safety concerns associated with the existing interchange configuration, and accommodate existing and planned growth (see **Attachment 1**, and **Attachment 2**).

Prior to this Re-Validation, Phase 3 of the Project was implemented as the first construction phase. A Re-Validation was prepared in 2018 for phase 3 with supporting technical addenda and determined the original environmental document (ED) remained valid. Subsequently, Phase 3 improvements have been constructed. CCTA and Caltrans now propose to construct Phases 1, 2A (the initial part of the Phase 2 work), and 4. The project will move forward construction of Phase 2A as a subset of the improvements analyzed as Phase 2 of the project.

Phase 2A (portion of Phase 2 identified in the original ED)

- Widen diagonal ramp from EB SR 4 to SB I-680 from 1 to 2 lanes. Widen portion of loop ramp from WB SR 4 to SB I-680 from 1 to 2 lanes. This will require widening of existing bridge over Grayson Creek Bridge.
- Install ramp metering facility for SB I-680 on-ramp

The following elements of the original Phase 2 project are not being implemented at this time:

- Construction of EB SR 4 to SB I-680 ramp with auxiliary lanes from Morello Avenue on-ramp to the connector and from the connector to the Concord Avenue off-ramp
- Extension of existing auxiliary lane from Muir Road/Pacheco Boulevard to intersection to EB SR 4 on-ramp and the EB SR 4 to NB I-680 loop ramp.
- Construction of a slip ramp from NB I-680 to Pacheco Boulevard

As the proposed project has moved into 65% detail design for construction, the current design of the proposed project includes additional detail. The 2008 IS/EA did not include structures aesthetic guidelines for overhead sign structures. The truss design of the Versatile Sign Structures will contrast with the arched steel tube theme that is present in the I-680 corridor. To minimize the visual effects of the contrasting structures, the project Versatile Sign Structures will be finished in a green color to match the green finish of the existing tubular steel sign supports in the corridor. Additionally, trash capture devices will be implemented for the project.

However, the scope of the proposed improvements is consistent with the original ED, no new alternatives have been identified, and no change in the project alignment or footprint has occurred.

Changes in environmental setting, e.g., new development affecting traffic or air quality.

There has been no major change in environmental setting since the 2008 IS/EA, as the project area and surroundings were fully developed in 2008 and the land uses and development remain surrounding the interchange area have remained unchanged in any significant manner.

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

As analyzed in the 2018 Re-Validation and continues to be the case in 2023, there are no new cultural resources identified in the project area, and no new hazardous sites that pose an environmental risk to the project. Since the original IS/EA, previously unstudied biological resources were evaluated, including the Western Pond Turtle (candidate for listing) and the previously unlisted California Tiger Salamander.

Following adoption of the IS/EA, Caltrans updated the requirements for assessing and remediating barriers to fish passage at stream crossings, requiring fish passage issues to be assessed for any roadway stream crossing that would be repaired or replaced. To this end, a Fish Passage Incidental Report was prepared for the project in September 2014. This Fish Passage Incidental Report found that both Walnut Creek and Grayson Creek each have barriers to limit fish passage to the project area during low-flow periods, but that during higher flow periods, water depths would be sufficient for adult salmonids to travel upstream of these barriers. An updated species database list was compiled for the Natural Environment Study (NES) for the 2023 Re-Validation document.

Since the IS/EA, the EPA revised the primary annual PM 2.5 standard from 15 µg/m3 to 12 µg/m3. However, the IS/EA was a joint CEQA/NEPA document which already analyzed the 12 µg/m3 standard to meet State Air Quality requirements. In 2011, Caltrans adopted a new Traffic Noise Analysis Protocol (TNAP), replacing the protocol under which the noise study in the previous IS/EA was conducted. To this end, a new Noise Study Report and Noise Abatement Decision Report consistent with the 2011 TNAP were prepared as part of this revalidation.

Additionally, in 2014, the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the California State Historic Preservation Officer (SHPO), and the California Department of Transportation (Caltrans) signed a new Programmatic Agreement (PA) regarding compliance with Section 106 of the National Historic Preservation Act. Caltrans, in accordance with this PA and its NEPA delegation responsibilities, made a Finding of No Historic Properties Affected for the project.

There has been no major change in law or regulation other than those noted above that are applicable to the project. The updated technical reports have identified no changes in regulations.

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

Analysis has been conducted to determine if the current design of Phases 1, 2A, and 4 would result in new types of impact or change the magnitude of an impact already identified. The results of this analysis are summarized below.

Air Quality

An updated Air Quality Report was prepared in January 2023, and concluded implementation of Phase 1, 2A, and 4 Project would not result in any new impacts, and as such the conclusions made in the IS/EA related air quality remain unchanged (see **Attachment 3**). Construction activities are short-term, and thus the greenhouse gas (GHG) emissions resulting from construction activities would not result in long-term adverse effects. Implementation of Caltrans Standard Specifications, such as complying with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the contractor and the use of construction best management practices, would result in reducing GHG emissions from construction activities. The Project has also been found to not generate an increase in operational GHG emissions. this project is not considered to be a Project of Air Quality Concern (POAQC) for particulate matter PM_{10} and $PM_{2.5}$. Interagency consultation occurred and concurrence that the project is not a POAQC was received on July, 14, 2023. The Phase 1, 2A, and 4 Project is currently undergoing review by the Federal Highway Administration (FHWA) for Air Quality Conformity which is expected to be finalized prior to completing 100% PS&E.

Biology

An update of the previous Natural Environment Study (NES) was prepared in August 2023 to evaluate any new potential effects to biological resources including waters of the US and wetlands in the project vicinity (see **Attachment 4c**).The NES Update was informed by a separate Jurisdictional Report for the Phase 1, 2A, and 4 Project. The Update and associated reports found that as a result of the Phase 3 Project design modifications, the disturbed acreage of wetlands increased slightly, from 0.023 acres to 2.112 acres. However, the significance conclusions in the IS/EA relating to wetlands and waters of the US, and all other biological resources, remain unchanged.

Hydraulics

An updated Location Hydraulic Study was prepared in June 2023, and concluded there would be sufficient freeboard under the Walnut Creek and Grayson Creek bridges (the former being raised and replaced as part of the modified Phase 3 Project) such that there would be no new or adverse floodplain effects or need for additional mitigation measures beyond those identified in the previous IS/EA.

Cultural Resources

The original IS/EA proposed to widen the existing Grayson Creek Bridge under Phase 2A. The reconstructed bridge would be 8 feet higher than the existing bridge so as to provide adequate floodway clearance. As discussed in the Historic Property Survey Report approved in November 2023, the increase in elevation of Grayson Creek Bridge would not result in any new impacts related to cultural or aesthetic resources and the conclusions in the IS/EA remain unchanged (see **Attachment 5a**).

Hazardous Waste

An updated Initial Site Assessment was approved in March 2022. The Updated Initial Site Assessment concluded a Preliminary Site Investigation of the environmental study limits would

be required to evaluate potential contaminants of concern in soil, groundwater, and building materials, which is consistent with the original IS/EA determination (see **Attachment 6**). As such, the conclusions made in the IS/EA related to hazards remain unchanged.

Water Quality

An Addendum to the Water Quality Report was prepared for the project in February 2023 and found that the conclusions of the IS/EA relating to water quality remain unchanged (see **Attachment 4d**).

Noise

An updated Noise Study Report, Noise Abatement Decision Report, Vibration Report were approved May 2023, and concluded construction noise and vibration minimization measures would be required (see **Attachment 7a**), which are consistent with measures identified in the Phase 3 Project Re-Validation document. As such, the conclusions in the IS/EA related to noise remain unchanged.

Landscape/Visual

An updated Visual Resource Evaluation and Visual Impact Assessment was approved July 2023. Two soundwalls, and one retaining wall have been omitted from the project as analyzed in the 2008 IS/EA, reducing visual impacts to motorists on SR-4, and highway neighbors. The Phase 1, 2A, and 4 Project will add twelve overhead signs on I-680. The 2005 Visual Impact Report did not include structures aesthetic guidelines for overhead sign structures. The truss design of the Versatile Sign Structures will contrast with the arched steel tube theme within the visual corridor. To minimize the visual impacts of the contrasting structures, the project Versatile Sign Structures will be finished in a green color to match the green finish of the existing tubular steel sign supports in the corridor (see **Attachment 8**).

Traffic

An updated Traffic Operations Analysis Report was prepared November 2023, and confirmed the improvements are expected to decrease overall travel time and vehicle delay, and improve speeds through the corridor. As such the conclusions made in the IS/EA related to traffic would remain unchanged (see **Attachment 9**).

Section 4(F)

No new parks, recreational areas, or wildlife refuges have been identified in the project area. As such, the conclusions related to Section 4(f) remain unchanged.

Farmland

No new Prime Farmland, Farmland of Statewide Importance, or Unique Farmland has been identified in the project area, therefore the conclusions in the IS/EA relating to farmlands remain unchanged.

Utility

The proposed Phase 1, 2A, and 4 Project design modifications necessitate the replacement and relocation of some utilities. Utility relocations were identified and anticipated in the 2008 EA and the utility relocations associated with Phases 1, 2A and 4 would be similar and consistent with the utility relocations envisioned under the original IS/EA.

Community Impact Assessment (CIA)

The approved IS/EA concluded through an analysis of the socioeconomic and demographic characteristics of the study area that no low-income or minority communities would be impacted disproportionately by the project. The revised Community Impact Report, prepared July 2023, concluded the proposed project would not result in any effects that would impact underserved and/or disadvantaged communities in the immediate area surrounding the Study Area. The proposed project would not alter demographics or communities surrounding the project area and no new mitigation measures would be required (see **Attachment 10**). These findings are consistent with those in the original IS/EA.

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Based on the updated analysis summarized above and contained in the attachments noted, the Phase 1, 2A, and 4 Project is not expected to result in any new environmental impacts beyond those previously analyzed in the 2008 IS/EA. However, as a result of increased design detail and analysis, more tailored avoidance and minimization measures have been proposed and are contained in an updated environmental commitments record (ECR).

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

The Phase 1, 2A, and 4 Project is not expected to result in any new environmental impacts beyond those previously analyzed in the IS/EA.

However, additional temporary impacts would result from the installation of bridge pilings in Walnut Creek and Grayson Creek channels and widening of bridges and roadways over the Walnut Creek and Grayson Creek channels and Buchanan Channel. No net loss of aquatic resources would still be achieved through impact avoidance, minimization, and/or compensatory mitigation. The CCTA and Caltrans would restore portions of the flood channel that are temporarily disturbed by cofferdam construction to original grade and pre-construction conditions following construction so that no permanent impacts would result.

Since the IS/EA, Caltrans has adopted a new database to store environmental commitments for all projects. An updated ECR is attached with all previously and newly proposed environmental commitments (see **Attachment 9**).

Attachments

1. Location Map
2. Project Plans

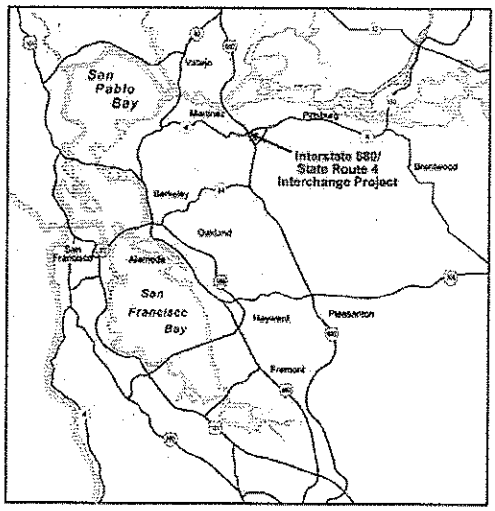
Technical Studies Prepared for the Revalidation

3. Air Quality Report and related documentation
    a. Public Notice for Air Quality Conformity and FHWA Determination
4. Biological Resources Reports
    a. Draft Aquatic Resources Delineation Report
    b. California Red-legged Frog Site Assessment Memorandum
    c. Draft Natural Environmental Study
    d. Draft Water Quality Assessment Report
5. Cultural Reports
    a. Supplemental Historic Property Survey Report
    b. HRER
    c. Section 106 Close Out Memo
6. Initial Site Assessment Update
7. Noise Reports
    a. Noise Study Report
    b. Vibration Memorandum
    c. Noise Abatement Decision Report
8. Visual Impact Assessment
9. Traffic Operations Analysis Report
10. Community Impact Assessment
11. Environmental Commitments Record

Interstate 680/State Route 4 Interchange Improvement Project

CONTRA COSTA COUNTY, CALIFORNIA
DISTRICT 4 – CC – 680 (PM 20.2/22.2), DISTRICT 4 – CC – 4 (PM R10.5/R15.1)
229100

Initial Study with Negative Declaration / Environmental Assessment with Finding of No Significant Impact



Prepared for the
State of California Department of Transportation
in cooperation with the Contra Costa Transportation Authority

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been, carried out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.

Caltrans

CONTRA COSTA transportation authority

November 2008

State Clearinghouse Number: 2006082017
04-CC-680, KP32.5/35.8
04-CC-004, KP16.9/24.3
EA 229100

Located at the interchange of Interstate 680 (Kilometer Post 32.5/35.8) and
State Route 4 (Kilometer Post R16.9/24.3)

Initial Study with Negative Declaration / Environmental Assessment with Finding of No Significant Impact

Submitted Pursuant to: (State) Division 13, California Public Resources Code
(Federal) 42 USC 4332(2)(C)

THE STATE OF CALIFORNIA
Department of Transportation and
CONTRA COSTA TRANSPORTATION AUTHORITY

11-26-08
Date of Approval

B. Sartiji

Bijan Sartipi
District Director, District 4
California Department of Transportation

Negative Declaration (ND)

Pursuant to: Division 13, Public Resources Code

Project Description

The proposed project is to construct a phased sequence of improvements to the I-680/SR-4 interchange in Contra Costa County, California, to alleviate operational deficiencies currently experienced through the facility.

The project would consist of five phases of improvements. All phases are included in the MTC's *Transportation 2030 Plan* (MTC 2005). The plan anticipates that Phases 1 and 2 would be operational by 2015 and Phases 3 through 5 would be operational by 2017. Phase 1 would construct a two-lane flyover direct connector from northbound I-680 to westbound SR-4. The existing northbound I-680 to westbound SR-4 loop would be removed. Phase 2 would construct a two-lane connector from eastbound SR-4 to southbound I-680. The current eastbound SR-4 to southbound I-680 diagonal ramp would be removed. Both Phases 1 and 2 would provide new direct local access to and from I-680.

Phase 3 would add a new lane to the median in both the eastbound and westbound directions of SR-4 within the project limits to provide additional weaving capacity. Phase 4 would replace the southbound I-680 to eastbound SR-4 loop ramp with a direct connector and remove the existing southbound I-680 to eastbound SR-4 loop ramp. It would also construct an auxiliary lane on eastbound SR-4 from the connector to the Solano Way off-ramp. Phase 5 would replace the existing one-lane northbound I-680 to eastbound SR-4 diagonal ramp with a slightly relocated two-lane diagonal ramp, replace the westbound SR-4 to northbound I-680 diagonal ramp with a two-lane diagonal connector, and widen the westbound SR-4 to southbound I-680 loop ramp from a single lane to two lanes.

Determination

The Department has prepared an Initial Study for this project, and following public review, has determined from this study that the proposed project would not have a significant impact on the environment for the following reasons:

The proposed project would have no effect on Agricultural Resources, Cultural Resources, Land Use and Planning, Mineral Resources, Public Services, and Recreation.

In addition, the proposed project would have no significant effect on Air Quality, Hazards and Hazardous Materials, Transportation and Traffic, and Utility and Service Systems.

The proposed project would have no significantly adverse effect on Aesthetics (including the appearance of new soundwalls and tree removal), Biological Resources (including wetlands and fisheries), Geology and Soils, Hydrology and Water Quality, Flood Risk, Noise, and Population and Housing because the following mitigation measures would reduce potential effects to insignificance:

- Aesthetics: Landscape planning and subsequent landscaping would be incorporated into the project design, including the placement of trees, shrubs, and groundcover within the project right-of-way. Landscaping would be provided on Pacheco Boulevard in the vicinity of the intersection with the proposed slip ramps, pending a maintenance agreement between the local entity and the State. Soundwalls and retaining walls would be aesthetically treated with color, texture and patterns to help the walls blend into the environment and provide visual unity for the corridor. Soundwalls could be treated with vine plantings to reduce glare and graffiti and to enhance aesthetics. Aesthetic wall treatments would be similar to existing walls within the highway corridors. The design and aesthetic treatment of the overhead freeway structure (including the flyover and its ramps, columns, walls, etc.) shall be determined with input from public outreach meeting(s) to be held during the design phase of the project.

- Biological Resources: The total wetland permanent impacts are relatively small and would be mitigated. Wetlands and waters of the United States outside of the construction zone but on the border or nearby would be fenced off and designated for avoidance. Work within Grayson and Walnut Creeks would be restricted to the seasonal work period specified in regulatory permits for the project to avoid potential impacts to the Central Valley evolutionarily significant unit (ESU) steelhead and chinook salmon. Work within a given area of the creeks shall be limited to a single work window to avoid long-term effects. Work should occur only in a dry channel. If work in a live stream is necessary, the construction work space would be isolated from flowing water, shall not dewater the entire stream,

and would allow fish passage through the project area. On-site mitigation opportunities for permanent, unavoidable wetland fill are limited, but off-site conservation banks and in-lieu fees are identified that may provide compensatory mitigation.

- Geology and Soils: Geotechnical and foundation studies would be performed for the final design, and the recommendations would be incorporated into the project plans. Project structures would be designed for seismic loading identified in the geotechnical studies.

- Water Quality: Construction requirements for water quality are the conditions of the National Pollutant Discharge Elimination System (NPDES) permit, other planning agreements, and the county storm water management programs. A Storm Water Pollution Prevention Plan (SWPPP) would be developed and approved for this project and applied to project construction. The SWPPP would include best management practices (BMPs) for erosion and runoff controls, which would be incorporated into the project design and operations controls prior to project construction. Long-term mitigation would meet NPDES discharge requirements for permanent Design Pollution Prevention BMPs for soil stabilization and storm water runoff treatment.

- Flood Risk: Existing flood risk would not be substantially changed by the project, and design measures can be incorporated to reduce the profile of the structure with respect to water passage.

- Noise: Soundwalls would be constructed to mitigate for long-term noise impacts. Construction contract requirements would include work restrictions.

- Population and Housing: Relocation assistance, including finding and obtaining replacement housing, relocation and business impact payments, and relocation services and counseling would be provided to eligible persons and businesses in accordance with the Federal Uniform Relocation Assistance and Real Properties Acquisition Policies Act, as amended.

- Transportation and Traffic: Contractor requirements would include measures to avoid and minimize regional and local traffic disruption through notification of upcoming work and posting of detour or closure plans.

Bijan Sartipi
District Director, District 4
California Department of Transportation

11-26-08
Date

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FINDING OF NO SIGNIFICANT IMPACT

for
I-680 and State Route 4 Interchange Improvement Project

The California Department of Transportation (Caltrans) has determined that the build alternative of the Interstate 680/State Route 4 Interchange Improvement Project will have no significant impact on the human environment. This FONSI is based on the attached Environmental Assessment (EA), dated November 2008, which has been independently evaluated by Caltrans and determined to adequately and accurately discuss the need, environmental issues, and impacts of the proposed project and appropriate mitigation measures. The EA provides sufficient evidence and analysis for determining that an Environmental Impact Statement is not required. Caltrans takes full responsibility for the accuracy, scope, and content of the attached EA.

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been carried-out by Caltrans under its assumption or responsibility pursuant to 23 U.S.C.327.

11-26-08
Date

Bijan Sartipi
Caltrans District 4 Director

RIGHT OF WAY CONTRACT -- STATE HIGHWAY- TEMPORARY EASEMENT

RW 8-4 (Rev. 09/2021)

Grantor(s): Contra Costa County Flood Control and Water Conservation District, a flood control district operating under the laws of the State of California
Portion of APN: N/A
Project Name: I-680/SR4 Interchange Project – Phases 2A and 4
Project No.: 6X4175
Federal Project No.: 04200001561
Parcel No(s).: 65059-1
District: 04
County: CC
Route: 680/4 Post Mile: 20.2/12.9

_____, California

_____, 202__

This Document in the form of a TEMPORARY CONSTRUCTION EASEMENT (TCE), covering the property particularly described in Clause 3 below has been executed and delivered to Lorena Serrano Right of Way Consultant for Contra Costa County (County).

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

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall pay the undersigned Grantor(s) the sum of $2,050.00 for this TCE.

3. Permission is hereby granted to the County or its authorized agent to enter upon Grantor's land where necessary within that certain area described in Exhibit "A" attached hereto and made a part hereof, for the purpose of the I-680/SR4 Interchange Project.

4. This TCE shall commence on the date funds are paid to Grantor and terminate on December 31, 2028. Grantor(s) shall have use of the property until the County takes possession.

5. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this TCE as described in Clause 3 above and that they have the exclusive right to grant this TCE.

6. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This Requirement under Title VI and the Code of Federal Regulations is to complete the County's Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

7. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that is subject to this contract.

8. In case of unpredictable delays in construction, upon written notification, the TCE may be extended by an amendment to this Right of Way contract. Grantor(s) shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the grantor for the extension prior to the expiration of the original period.

9. Permission is hereby granted to the County, its contractors and their authorized agents, to enter and bring the necessary workers, tools and equipment on the property of the undersigned where necessary, for the purpose of driveway conforming.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

By Lorena Serrano
Lorena Serrano
Real Property Consultant

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

APPROVED:

By_____
Warren Lai
Public Works Director

Date_____
(Date of Approval)

GRANTOR(S)

By_____
Warren Lai
Chief Engineer

By_____

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279-234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Number
65059

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being all of the parcel of land described in the Quitclaim Deed to Contra Costa County Flood Control & Water Conservation District (CCCFC&WCD) recorded on November 27, 1959 in Liber 3503, Page 439, Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65059-1)

An easement for temporary construction purposes described as follows:

BEGINNING at the northeasterly corner of said parcel; Thence along the east line of said parcel for the following four (4) courses: (1) South 27°17'30" East 53.93 feet; (2) South 62°42'30" West 1.15 feet; (3) South 27°17'30" East 48.62 feet; (4) South 46°44'56" East 56.06 feet to the south line of said parcel; Thence along last said line South 67°42'20" West 425.78 feet to the southwest corner of said parcel; North 22°10'02" West 136.05 feet to the northwest corner of said parcel; North 65°12'07" East 394.85 feet to the **POINT OF BEGINNING**.

CONTAINING 58,481 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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

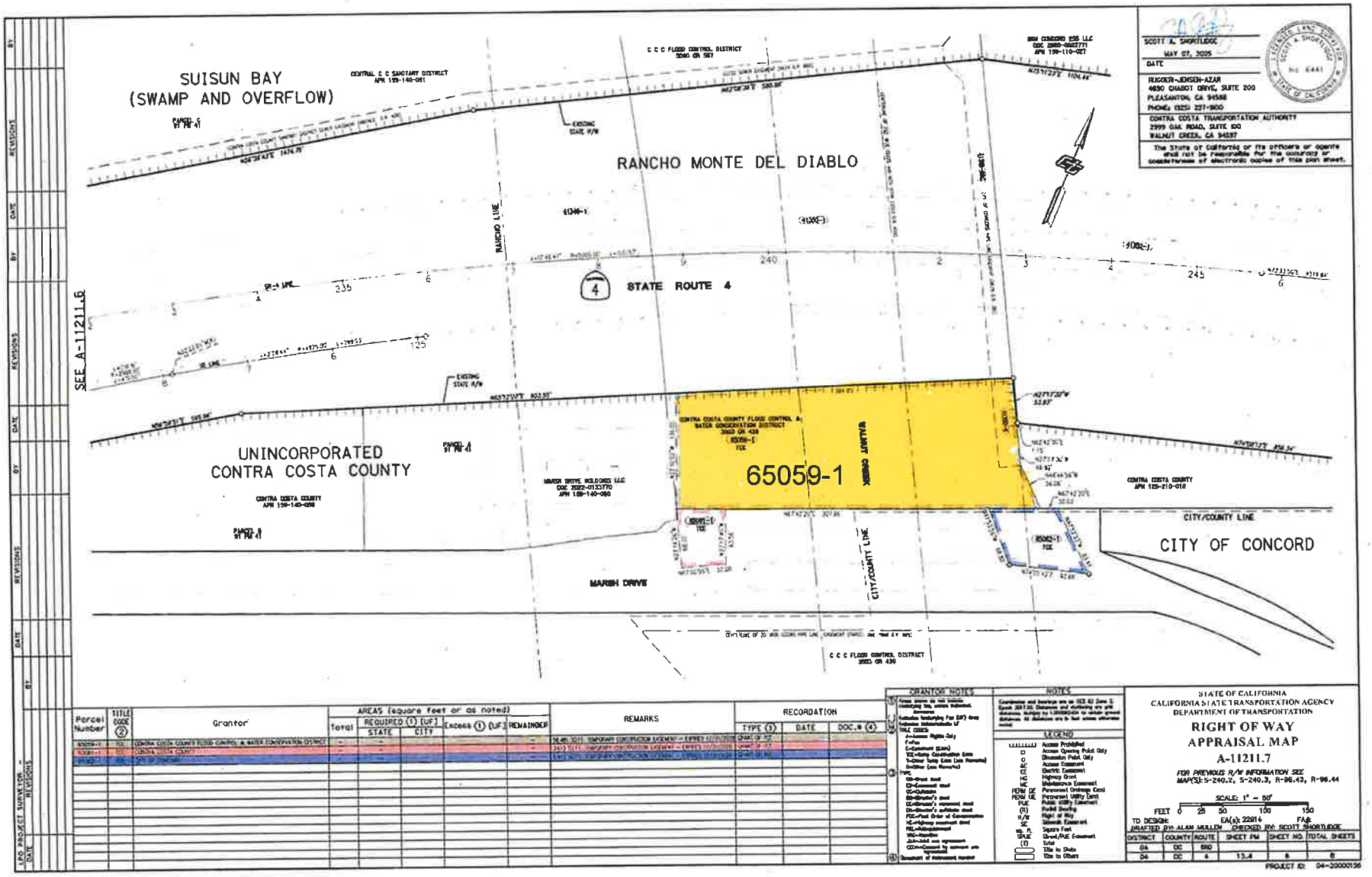
Scott A. Shortlidge

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

7-28-2025
Date

Exhibit "A"

Exhibit "B"



RIGHT OF WAY CONTRACT -- STATE HIGHWAY- TEMPORARY EASEMENT

RW 8-4 (Rev. 09/2021)

Grantor(s): Contra Costa County Flood Control and Water Conservation District, a flood control district operating under the laws of the State of California
Portion of APN: N/A
Project Name: I-680/SR4 Interchange Project – Phases 2A and 4
Project No.: 6X4175
Federal Project No.: 04200001561
Parcel No(s).: 65049-2, 65053-1 & -2, 65054-1 & -2
District: 04
County: CC
Route: 680/4 Post Mile: 20.2/12.9

_____, California

_____, 202__

This Document in the form of a TEMPORARY CONSTRUCTION EASEMENT (TCE), covering the property particularly described in Clause 3 below has been executed and delivered to Lorena Serrano Right of Way Consultant for Contra Costa County (County).

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

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. The County shall pay the undersigned Grantor(s) the sum of $5,750.00 for this TCE.

3. Permission is hereby granted to the County or its authorized agent to enter upon Grantor's land where necessary within that certain area described in Exhibit "A", "B", and "C", attached hereto and made a part hereof, for the purpose of the I-680/SR4 Interchange Project.

4. This TCE shall commence on the date funds are paid to Grantor and terminate on December 31, 2028. Grantor(s) shall have use of the property until the County takes possession.

5. The undersigned Grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this TCE as described in Clause 3 above and that they have the exclusive right to grant this TCE.

6. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This Requirement under Title VI and the Code of Federal Regulations is to complete the County's Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

7. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity that is subject to this contract.

8. In case of unpredictable delays in construction, upon written notification, the TCE may be extended by an amendment to this Right of Way contract. Grantor(s) shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the grantor for the extension prior to the expiration of the original period.

9. Permission is hereby granted to the County, its contractors and their authorized agents, to enter and bring the necessary workers, tools and equipment on the property of the undersigned where necessary, for the purpose of driveway conforming.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the County, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2 herein are paid to the Grantor. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

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

CONTRA COSTA COUNTY
Recommended to the Board of Supervisors
for Approval:

By Lorena Serrano
Lorena Serrano
Real Property Consultant

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

APPROVED:

By_____
Warren Lai
Public Works Director

Date_____
(Date of Approval)

GRANTOR

By_____
Warren Lai
Chief Engineer

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EXHIBIT "A"

Number
65049

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being portions of the parcel of land described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

PARCEL 2 (65049-2)

An easement for temporary construction purposes described as follows:

BEGINNING at the most westerly corner of the above **PARCEL 1 (65049-1)**; thence across said parcel (4089 OR 264) South 14°13'45" East 34.03 feet and South 12°03'55" East 347.70 feet to the generally southeasterly line of said parcel (4089 OR 264); thence along last said line South 22°35'24" West 167.07 feet; thence across said parcel (4089 OR 264) North 12°03'55" West 383.28 feet to said generally northwesterly line of said parcel (4089 OR 264); thence along last said line North 22°32'38" East 165.00 feet to the **POINT OF BEGINNING**.

CONTAINING 36,400 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

Scott A. Shortlidge

7-28-2025
Date

Exhibit "A"

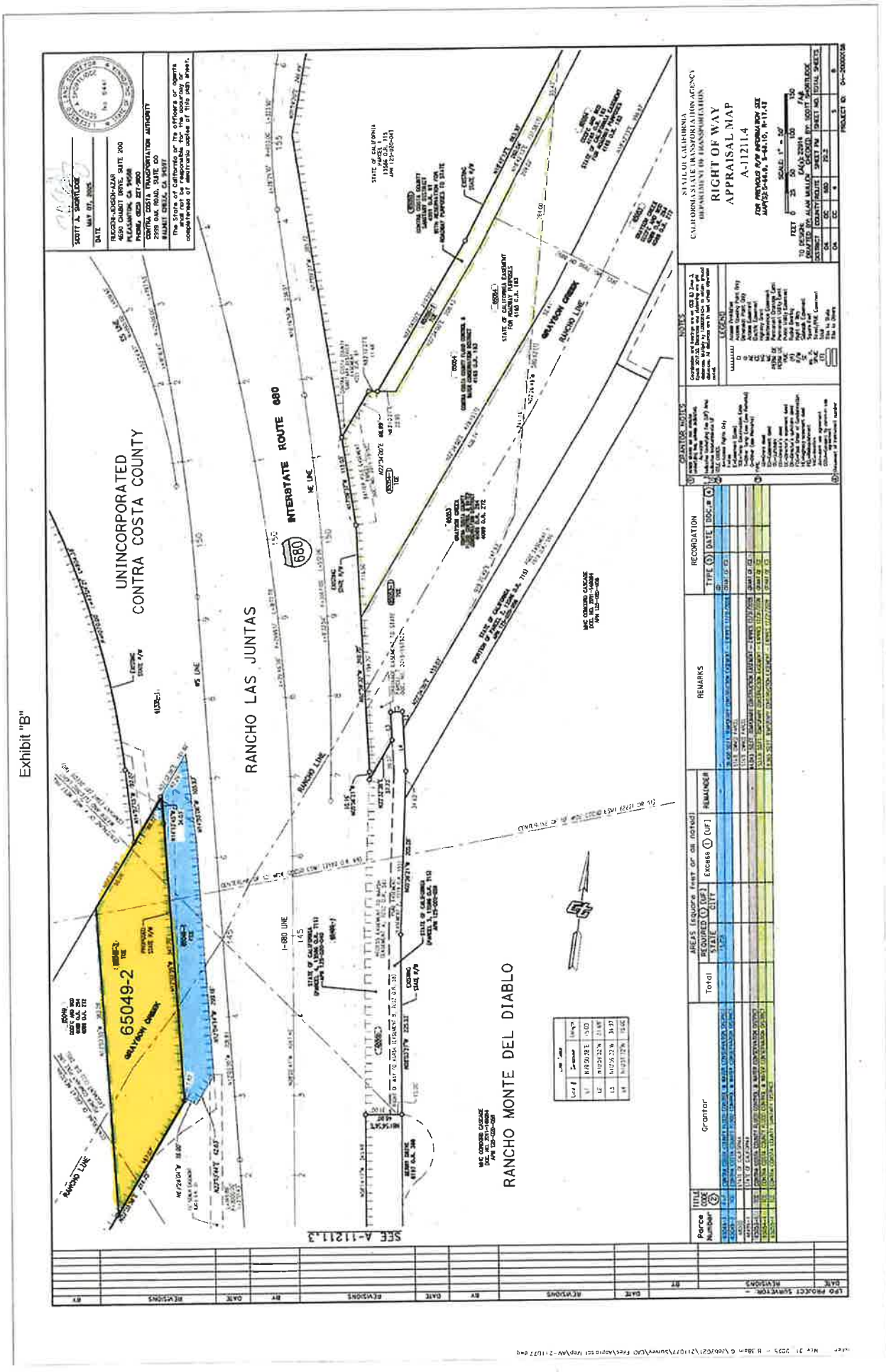

Exhibit "B"
UNINCORPORATED
CONTRA COSTA COUNTY
RANCHO LAS JUNTAS
RANCHO MONTE DEL DIABLO
INTERSTATE ROUTE 680
65049-2
GRAYSON CREEK
SEE A-11211.3
RIGHT OF WAY
APPRAISAL MAP
A-11211.4

EXHIBIT "B"

Number
65053

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being a portion of the "Strips of Land" described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District (CCCFC&WCD) recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65053-1)

An easement for temporary construction purposes described as follows:

BEGINNING at westerly terminus of the course labeled South 22° 34' 00" West – 479.16 feet described in Parcel 1 conveyed to the State of California in Book 3259 Page 252 of said Official Records; Thence the north line of said Parcel 1, North 22°34'00" East, 426.74 feet; Thence crossing through said CCCFC&WCD strips for the following three (3) courses: (1) South 02°26'49" East, 241.19 feet, (2) South 16°35'48" West, 147.62 feet; and (3) South 22°34'00" West, 155.03 feet to the point of intersection with the east line of Parcel 3 as described in the Grant Deed to the State of California per Book 13586, Page 715 (series no. 1987-083476) of said Official Records; Thence along said Parcel 3 for the following three courses: (1) North 10° 59' 32" West, 21.89 feet, (2) South 79°00'28" West, 15.00 feet, and (3) South 10°59'32" East, 34.96 feet; Thence continuing across said CCCFC&WCD strips, South 22°32'38" West, 57.73 feet to the west line of said Parcel 1; Thence along said west line for the following two courses: (1) North 05°56'21" West, 10.16 feet, and (2) North 10°59'32" West, 194.20 feet to the **POINT OF BEGINNING**.

CONTAINING 44,043 square feet, more or less.

EXHIBIT "B"

Number
65053

EXHIBIT "A"

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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

Scott A. Shortlidge

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

7-28-2025
Date

Exhibit "B"

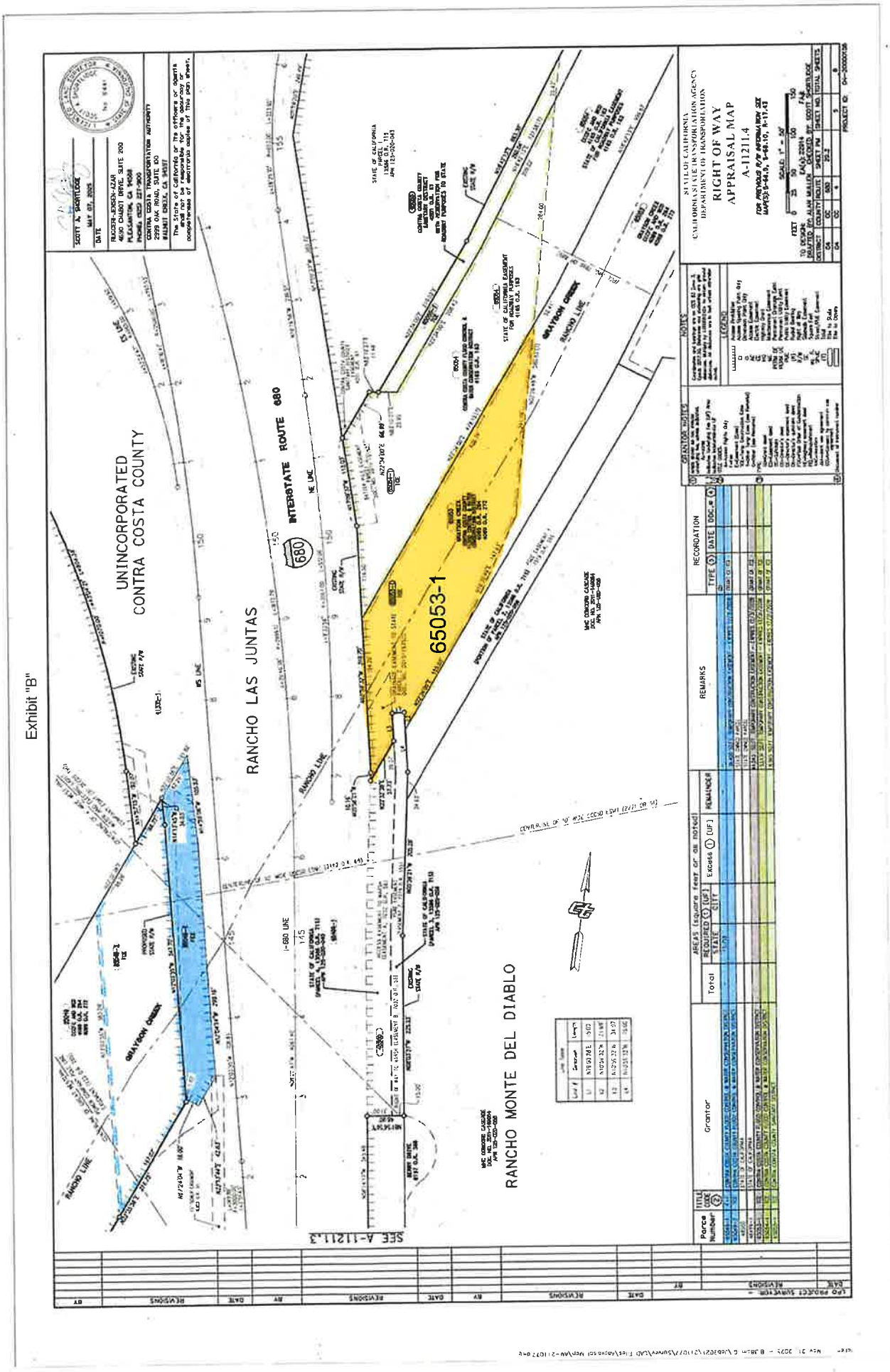

Exhibit "B"
UNINCORPORATED
CONTRA COSTA COUNTY
RANCHO LAS JUNTAS
RANCHO MONTE DEL DIABLO
INTERSTATE ROUTE 680
65053-1
GRAYSON CREEK
RANCHO LINE
I-680 LINE
SEE A-112113
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
APPRAISAL MAP
A-112113.4

EXHIBIT "B"

Number
65053

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being a portion of the "Strips of Land" described in the Grant Deeds to Contra Costa County Flood Control and Water Conservation District (CCCFC&WCD) recorded on April 3, 1962 in Book 4089, Page 264 and in Book 4089, Page 272, all of Official Records of Contra Costa County and more particularly described as follows:

PARCEL 2 (65053-2)

An easement for temporary construction purposes described as follows:

Commencing at the common west corner of Parcels A and B created by that certain Parcel Map recorded in Book 23 of parcel maps at page 43 of said official records, same corner being on the east line of the abovementioned CCCFC&WCD parcel; Thence along the said east line, North 18° 42' 13" East – 33.41 feet for the Point of Beginning hereof; Thence across said CCCFC&WCD parcel, South 62°51'34" West, 161.32 feet to the west line of said parcel; Thence along the west and north lines for the following three (3) courses: (1) North 18°42'13" East, 142.28 feet, (2) North 62°39'55" East, 103.71 feet, and (3) South 71°17'47" East, 40.39 feet to a point on said east line; Thence along said east line, South 18°42'13" West, 101.18 feet to the **Point of Beginning**.

Containing a land area of 15,188 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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

Scott A. Shortlidge

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

7-28-25
Date

Exhibit "B"

Exhibit "B"

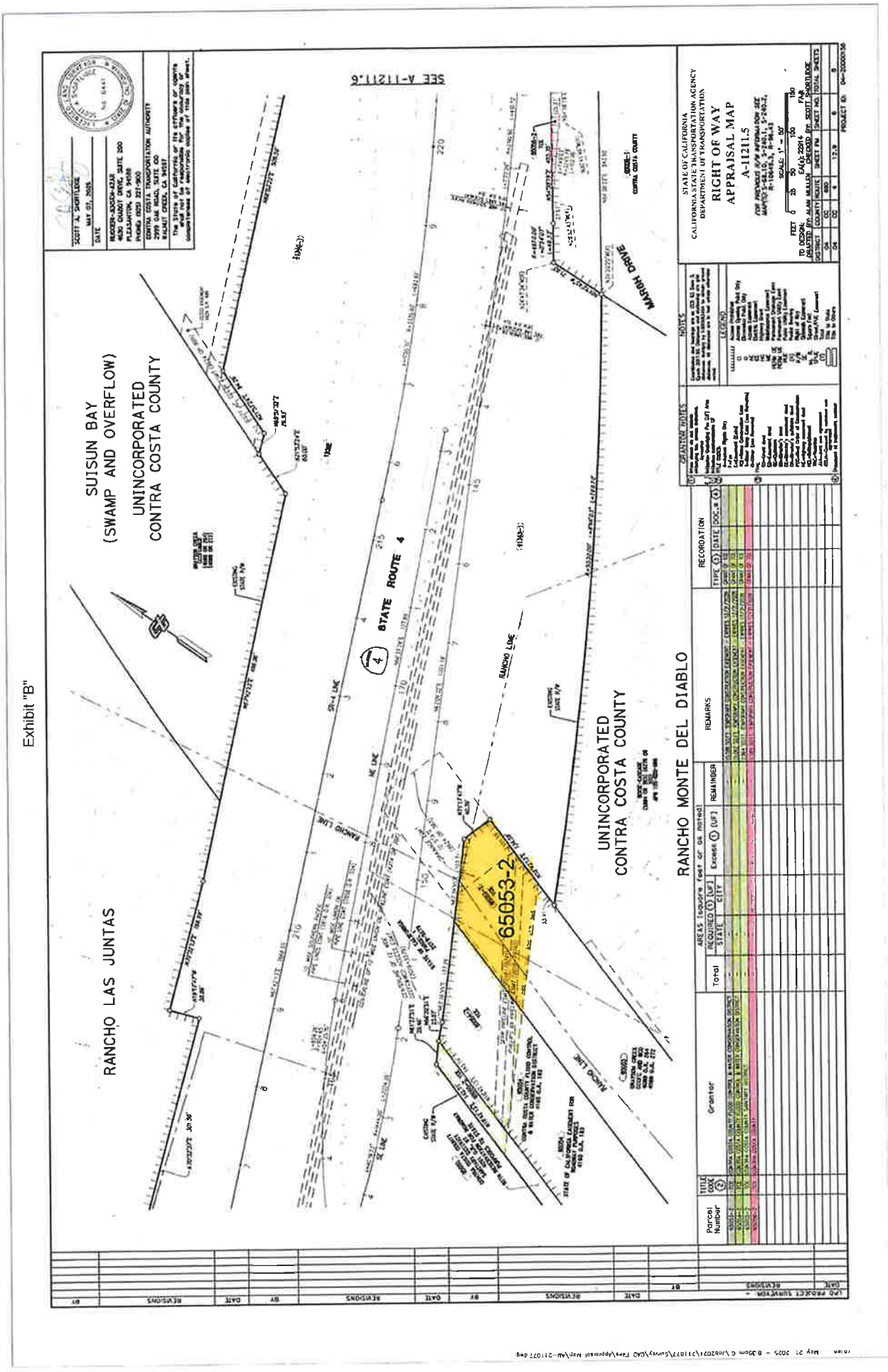


EXHIBIT "C"

Number
65054

EXHIBIT "A"

Real property situate in the County of Contra Costa, State of California and being portions of the parcel of land described in the Director's Deed to Contra Costa County Flood Control & Water Conservation District (CCCFC&WCD) recorded on July 23, 1962 in Liber 4165, Page 183, Official Records of Contra Costa County and more particularly described as follows:

PARCEL 1 (65054-1)

An easement for temporary construction purposes described as follows:

BEGINNING at the most westerly corner of said parcel; Thence along the north line of said parcel for the following four (4) courses:

1) North 22°34'00" East, 66.99 feet;
2) North 83°10'27" East, 34.43 feet;
3) North 22°34'00" East, 208.43 feet;
4) North 18°42'13" East, 209.02 feet;

Thence across said parcel South 02°26'49" East, 284.00 feet to the south line of said parcel;

Thence along said south line South 22°34'00" West, 426.74 feet to the southwest corner of said parcel;

Thence along the west line of said parcel for the following two (2) courses:

1) North 10°59'32" West, 116.50 feet;
2) North 17°09'37" West, 112.03 feet to the **POINT OF BEGINNING**.

CONTAINING 53,131 square feet, more or less.

Exhibit "C"

Exhibit "B"

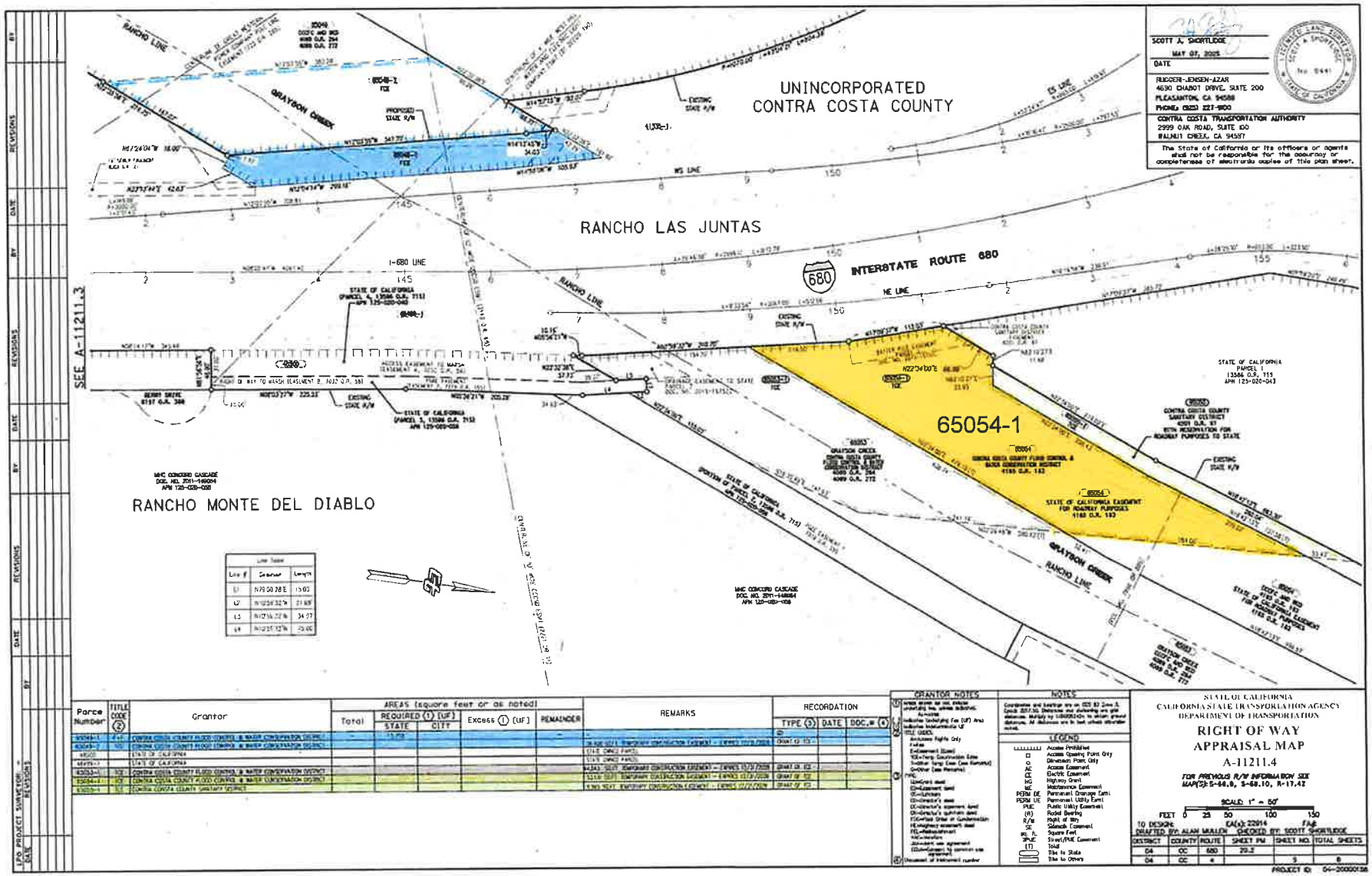


EXHIBIT "C"

Number
65054

EXHIBIT "A"

PARCEL 2 (65054-2)

An easement for temporary construction purposes described as follows:

BEGINNING at the northeast corner of said parcel; Thence along the east line of said parcel South 18°42'13" West, 142.28 feet;

Thence across said parcel South 18°42'13" West, 142.28 feet to the west line of said parcel;
Thence along the west and north lines of said parcel the following four (4) courses:

1) South 62°51'34" West, 152.17 feet;
2) North 18°42'13" East, 143.74 feet;
3) North 66°20'51" East, 23.87 feet;
4) North 62°39'55" East, 127.29 feet to the **POINT OF BEGINNING.**

CONTAINING 15,062 square feet, more or less.

The bearings and distances used in the above description are based on the California Coordinate System of 1983 (CCS83) Zone 3, Epoch 2017.50. Multiply distances by 1.000062454 to obtain ground distances.

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

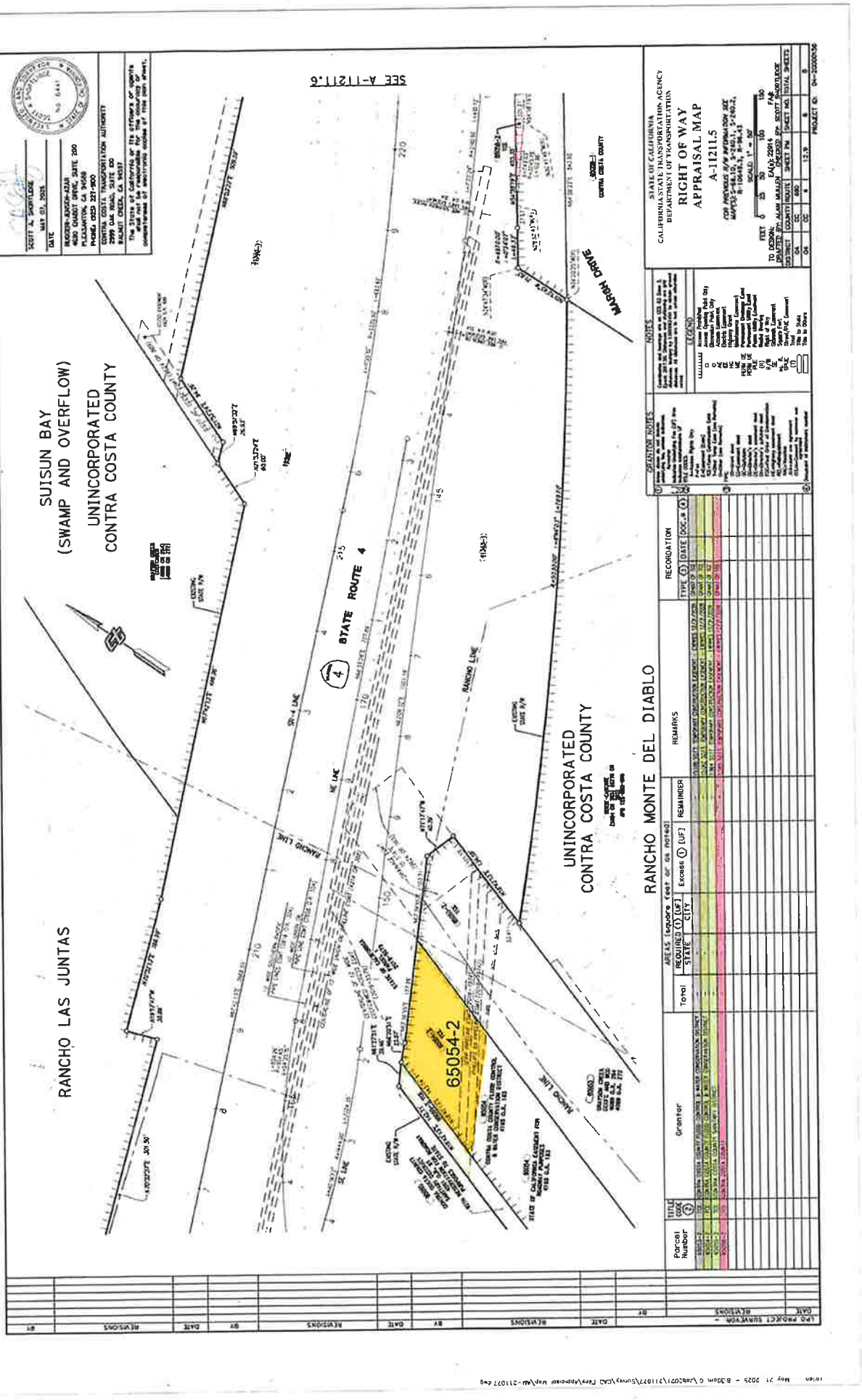
Scott A. Shortlidge

LICENSED LAND SURVEYOR
SCOTT A. SHORTLIDGE
No. 6441
STATE OF CALIFORNIA

7-28-2025
Date

Exhibit "C"

Exhibit "B"



1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1527 **Agenda Date:** 4/14/2026 **Agenda #:** C.129.

To: Board of Supervisors

From: Susan Brajkovic, Director of Risk Management

Report Title: Final Settlement of Claim, Edward Todd vs. Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

RECEIVE this report concerning the final settlement of Edward Todd and AUTHORIZE payment from the Workers' Compensation Internal Service Fund in an amount not to exceed $100,000.

FISCAL IMPACT:

Workers' Compensation Internal Service Fund payment of $100,000.

BACKGROUND:

Attorney Christian S. Gronebreg, defense counsel for the County, has advised the County Administrator that within authorization an agreement has been reached settling the workers' compensation claim of Edward Todd v. Contra Costa County. The Board's March 31, 2026 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 March 31, 2026 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 #: 26-1528 **Agenda Date:** 4/14/2026 **Agenda #:** C.130.

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 Zachary Coan; CSAA Insurance for Sandra Gonzalez; John Doe; Sandra Martinez Gonzalez; Kierra Peabody; Zela Amara Blanco Rodriguez; and San Ramon Regional Medical Center for Zahera Jamil. DENY amended claim filed by Allstate a subrogee of Mary Searby; Henrietta Garcia; Aria Wilson; and Valentin Wilson.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Zachary Coan: Property claim for damage to heat pump in the amount of $8,973.
CSAA Insurance for Sandra Gonzalez: Property claim for damage to vehicle in an unspecified amount.
John Doe: Elder abuse claim related to AC Transit incident in an unspecified amount.
Sandra Martinez Gonzalez: Personal injury claim related to vehicle accident in an amount to exceed $1,000,000.
Kierra Peabody: Property claim for damage to vehicle in the amount of $6,276.83.
Zela Amara Blanco Rodriguez: Personal injury claim related to dangerous condition of public property in the amount of $1,000,000.
San Ramon Regional Medical Center for Zahera Jamil: Claim for underpayment by Contra Costa Health Plan in the amount of $4,957.79.
Allstate, as subrogee of Mary Searby: Amended property claim for damage to vehicle in the amount of $3,883.
Henrietta Garcia: Amended claim for unspecified injuries in an unspecified amount.
Aria Wilson: Amended claim for unspecified injuries in an unspecified amount.
Valentin Wilson: Amended claim for unspecified injuries in an unspecified amount.

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 #: RES 2026-142 **Agenda Date:** 4/14/2026 **Agenda #:** C.131.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant FY 2026/2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, and accept grant funding including contract amendments and extensions, pursuant to the grant guidelines, with the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange (SAVE) Grant, with an initial allocation of up to $584,045 for the abatement of abandoned vessels on County waterways and surrendered vessels for the period October 1, 2026 through September 30, 2028.

FISCAL IMPACT:
Approval of this request will result in an initial revenue of $584,045 and will be funded 90% by State funds and 10% by County in-kind matching funds (budgeted).

BACKGROUND:
The California Division of Boating and Waterways (DBW) is prepared to award the Surrendered and Abandoned Vessel Exchange (SAVE) Grant to the Office of the Sheriff to assist the Sheriff's Marine Patrol with the removal of abandoned vessels and water hazards. The funding provided by this grant will enable the Marine Patrol Unit to remove abandoned vessels and identify hazards to vessel navigation in a continued effort to protect life and property on the waterways within Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board decide against granting authority to apply for and accept this grant, the negative action will result in the loss of State funding designed to significantly increase the safety and security of persons and property on the waterways within Contra Costa County.

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 FY 2026/2027 California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant;

WHEREAS, the County of Contra Costa is seeking funds available through the California Division of Boating and Waterways Surrendered and Abandoned Vessel Exchange Grant;

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 action necessary for the purpose of obtaining financial assistance including grant modifications and extensions provided by the State of California for the FY 2026/2027 Surrendered and Abandoned Vessel Exchange Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-143 **Agenda Date:** 4/14/2026 **Agenda #:** C.132.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: Apply for and Accept 2025 Justice Assistance Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for and accept, subject to compliance with certifications, the U.S. Department of Justice, FY2025 Edward Byrne Memorial Justice Assistance Grant (JAG) in an initial amount of $209,775 for support of countywide law enforcement programming for the initial period of October 1, 2025, through September 30, 2029.

FISCAL IMPACT:

$209,775, Federal; No County match is required. The participating cities and County allocations are as follows:

County Allocation:	$29,385
Antioch Allocation:	$46,873
Concord Allocation:	$49,967
Richmond Allocation:	$83,550
Total grant award:	$209,775

BACKGROUND:
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG FY2025 Grant is a formula grant with emphasis on assisting local efforts to prevent or reduce crime and violence. Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions.

The Bureau of Justice Statistics (BJS) calculates a minimum base allocation for each state. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. Local governments are awarded amounts based on their share of the total violent crime reported within the state. Based on a formula allocation, Contra Costa County has been designated as a disparate jurisdiction because a city within the county
is scheduled to receive 150% more than the county while the county bears more than 50% of the costs

associated with the prosecution and incarceration of that city's Part I violent crime.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the total eligible allocation. The Office of the Sheriff has been designated as the fiscal agent for this grant, and if approved, will manage and oversee the distribution of the funds for all participating agencies within the county.

The eligible jurisdictions within Contra Costa County have a scheduled distribution totaling $209,775 with $29,385 allocated to the County. If approved, the county allocation will go directly to the Office of the Sheriff.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board decide against granting authority to apply for and accept this grant funding, the Sheriff's Office will be unable to apply for and accept the grant from the U.S. Department of Justice, and will impact eligible local cities.

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 2025 Edward Bryne Memorial Justice Assistance Grant (JAG);

WHEREAS, The County of Contra Costa is seeking funds available through the U.S. Department of Justice;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby authorize 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 related to the 2025 Edward Byrne Memorial Justice Assistance Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2026-144 **Agenda Date:** 4/14/2026 **Agenda #:** C.133.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: Boating Safety & Enforcement Equipment Grant FY 2026/2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for, accept and approve grant funding, including contract amendments and extensions, pursuant to the grant guidelines, with the California State Parks, Division of Boating and Waterways, FY 2026/2027 Boating Safety and Enforcement Equipment Grant with an initial allocation of $100,000, for repair and purchase of boat equipment for the Sheriff's Marine Patrol Unit.

FISCAL IMPACT:
Approval of this request will result in an initial revenue of $100,000 for the Office of the Sheriff and will be funded 100% by State funds. There is no County match requirement for this fund.

BACKGROUND:
The California State Parks, Division of Boating and Waterways has announced a grant opportunity under their Boating Safety and Enforcement Equipment Grant Program (BSEE). In accordance with Title 14, 6594.1 of the California Government Code of Regulations, California State Parks, Division of Boating and Waterways provides grant to local government agencies to purchase boating safety and law enforcement equipment. The application will request funds for extending the life of the vessels in support of recreational boating safety.

CONSEQUENCE OF NEGATIVE ACTION:
Should the Board decide against granting authority for and accept this grant, currently unfunded equipment replacement and improvement will continue to be deferred or be purchased with County funds.

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 FY 2026/2027 California State Parks, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant;

WHEREAS, the County of Contra Costa is seeking funds available through the California State Parks, Division of Boating and Waterways, Boating Safety and Enforcement Equipment Grant;

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 political subdivision of the State of California, any action necessary for the purpose of obtaining financial assistance provided by the State of California for the Boating Safety and Enforcement Equipment Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1529 **Agenda Date:** 4/14/2026 **Agenda #:** C.134.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: LeadsOnline LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with LeadsOnline LLC, in the amount of $14,000 to provide annual support and maintenance to the CellHawk Phone Mapping and Analysis System for the Office of the Sheriff, for the period May 1, 2026 through April 30, 2027.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure of $14,000 and will be funded 100% by the General Fund.

BACKGROUND:
CellHawk, which is powered by LeadsOnline, LLC, is a web-based investigative solution that plays a crucial role in law enforcement operations. The software suite enables detectives to conduct analysis of call detail records and digital location evidence from mobile devices to create a visual representation of a case. Detectives can utilize the software to spot possible patterns present within the evidence. CellHawk provides detectives with a tool to better present cellular records during court proceedings. It also provides agencies with a more efficient process and reduces the number of personnel hours required to complete a similar task. The ability to conduct the data analysis in-house simplifies the chain of custody associated with the phone records and maintains the integrity of the evidence.

This Subscription Services Agreement includes a limitation of liability provision.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the process for analyzing the incoming and outgoing calls and geolocations of suspects will take significantly longer to perform, which will cause the Office of the Sheriff Investigation Division to request assistance from the limited number of outside agencies that have access to software capable of performing these tasks. Even if an agency was willing to conduct the work as an outside assist, the access to the case material would be restricted due to the licensing restrictions CellHawk has in place. This would impede the efficiency of the Office of the Sheriff Investigation Division.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1530 **Agenda Date:** 4/14/2026 **Agenda #:** C.135.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Saitech, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Sheriff-Coroner, or designee, a purchase order with Saitech, Inc., in the amount not to exceed $600,000 and ACCEPT the Master Service Agreement for the acquisition of eight (8) new servers, and implementation and support services, for a Proxmox-based server virtual environment, for the period March 1, 2026 through February 28, 2027.

FISCAL IMPACT:
Approval of this request will result in a one-time expenditure not to exceed $600,000 funded 100% by the General Fund.

BACKGROUND:
The Sheriff's Office is planning to migrate to a new virtualization solution, Proxmox, sold by Saitech, Inc., which is open source and offers lower operating costs while still meeting operational requirements. The system, as designed, is scalable to accommodate future growth.

The Sheriff's Office is currently using aging Dell servers and storage arrays running VMware vCenter to operate its critical applications. These servers and storage arrays are reaching the end of their life and are already experiencing failures. In addition, VMware was acquired by Broadcom, which implemented a new subscription-based pricing structure that would substantially increase costs.

Founded in 2002 and headquartered in Fremont, California, Saitech Inc. is a leading provider of IT hardware, software, solutions, and services, specializing in data center solutions, cloud computing, cybersecurity, and IT maintenance. As an AbilityOne-authorized distributor, they also offer supply chain management and professional development training.

With more than 23 years of industry expertise, Saitech Inc. delivers trusted IT and office supply solutions to Federal, SLED, and Commercial entities across the U.S. Its strength lies in a robust partner ecosystem, enabling us to provide turnkey solutions in AI infrastructure, cybersecurity, cloud, storage, networking, and office supply management.

The Master Service Agreement includes limitation of liability and indemnification from the County to Saitech, Inc.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the migration, the Sheriff's Office will be forced to continue operating on hardware that is at the end of its supported life. Once support ends, the equipment will no longer receive updates and will become an operational liability. Any hardware failure could disrupt or disable mission-critical services relied upon by the Sheriff's Office.

Without ongoing firmware updates, the network would also face increased cybersecurity vulnerabilities. A significant outage or security incident could result in agency-wide downtime, affecting multiple county entities, including other police departments and first responders

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1531 **Agenda Date:** 4/14/2026 **Agenda #:** C.136.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Granicus, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Granicus, LLC in an amount not to exceed 202,000 for the hosting and maintenance costs of the Sheriff's Office's website for the period of January 1, 2026 to December 31, 2028.

FISCAL IMPACT:
Approval of this request will result in up to $202,000 in contractual service expenditures over a 3-year period and will be funded 100% by the General Fund.

BACKGROUND:
Granicus is a leading government technology provider offering website hosting on the Google Cloud Platform, along with content management and digital engagement tools designed specifically for public-sector agencies. Their platform supports thousands of government websites and prioritizes security, accessibility, scalability, and dependable operational support.

The Office of the Sheriff transitioned from the CivicPlus platform to Granicus in 2016 and has since used the GovAccess platform to host and maintain the Sheriff's website: cocosheriff.org. The VisionLive Content Management System (CMS) designs, manages, and organizes all content on the Sheriff's Office website. In addition to hosting, Granicus provides ongoing technical support to ensure the site remains secure, functional, and up to date.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff will lose the hosting and technical support required to keep its primary website operational. Without continued service, the website will go offline, significantly limiting the community's access to essential resources and information.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1532 **Agenda Date:** 4/14/2026 **Agenda #:** C.137.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Mesa Laboratories, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Mesa Laboratories, Inc. to increase the payment limit by $7,770 to a new payment limit of $20,000, with no changes to the term ending July 4, 2027, for usage, maintenance, data hosting, and storage services for the Office of the Sheriff Forensic Services Division temperature monitoring systems.

FISCAL IMPACT:
Approval of this request will result in up to $7,770 in additional service expenditure and will be funded 100% by the General Fund.

BACKGROUND:
Mesa Laboratories, Inc. provides the environmental monitoring system, ViewPoint Cloud, for the Office of the Sheriff Forensic Services Division refrigerator and freezers that ensure evidence and reagents are stored at optimum conditions. ViewPoint Cloud creates a comprehensive integrated system for tracking and recording temperature with a high degree of accuracy.

The Terms and Conditions include indemnification and limitation of liability provisions.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensic Services Division laboratory will lose the ability to track and accurately record storage temperatures for evidence and reagents, which is requirement of accreditation.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1533 **Agenda Date:** 4/14/2026 **Agenda #:** C.138.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: ACCEPT the Treasury Oversight Committee Bylaws as revised and adopted on March 17, 2026 by the Treasury Oversight Committee.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT the Treasury Oversight Committee Bylaws as revised and adopted on March 17, 2026 by the Treasury Oversight Committee.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:

The Contra Costa County Treasury Oversight Committee (the "TOC") was established in 1996. The TOC Bylaws was developed and adopted by the Contra Costa County Board of Supervisors in 2012. Since then, the TOC reviews its Bylaws annually. At its May 17, 2026 meeting, the TOC approved the amended Bylaws to reflect the changes made in the county procedures and the current practice.

CONSEQUENCE OF NEGATIVE ACTION:

If the amended Bylaws are not approved, the Bylaws may be inconsistent with the updated county procedures and/or current practice, which causes incompliances.

CONTRA COSTA COUNTY

TREASURY OVERSIGHT COMMITTEE

BYLAWS

Amended March 17, 2026

In compliance with a Board Order of the Contra Costa County Board of Supervisors, the Contra Costa County Treasury Oversight Committee was established in November 6 of 1995. The intent of the Committee is to allow local agencies, including school and special districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. These funds are invested by the County Treasurer under the authority granted annually by ordinance at the direction of the Board of Supervisors. The mandate for the existence of the Committee was suspended in 2004 by the State of California; however, the Committee serves an important function and the Treasurer's Office has elected to continue the program.

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CONTRA COSTA COUNTY

TREASURY OVERSIGHT COMMITTEE

BYLAWS

I. NAME

The name of this committee is the Contra Costa County Treasury Oversight Committee ("Committee"). The Committee is governed by the Ralph M. Brown Act and the Contra Costa County Better Government ordinance.

II. AUTHORITY

This Committee was established by the Contra Costa County Board of Supervisors ("Board") on November 6, 1995, pursuant to Chapter 5, Article 6 of the California Government Code. However, the mandate for the Committee was suspended in 2004 by the State of California. Therefore, this Committee is no longer subject to Government Code 27130 et seq. and is governed by its own bylaws. This Committee remains active to promote best business practices.

III. PURPOSE

The purpose of the Committee is to carry out the following:

A. Review and monitor the County Treasurer's annual investment policy.

B. Ensure an annual audit is conducted to determine the County Treasurer's compliance with the investment policy.

IV. MEMBERSHIP

A. Membership Categories

The Committee will be composed of seven statutory members and three alternates. The Committee members are in three different categories as follows:

Category 1: Appointed officials (two statutory members and one alternate). Category 1 appointed members are: a) the County Superintendent of Schools, or his/her designee; and b) a representative and an alternate of the Board or their designee.

Category 2: Elected members (two statutory members and two alternates). Category 2 includes one representative and one alternate elected by a majority of the school and community college districts; and one representative and one alternate elected by a majority of the special districts.

Category 3: Public members (three statutory members). Category 3 includes representatives from the public nominated by the County Treasurer and confirmed by the Board.

All Committee members including alternates will serve at the pleasure of the Board, and may be removed at any time, with or without cause, at the sole discretion of the Board.

B. **Subcommittees**

The Committee may establish volunteer advisory subcommittees in order to secure specific areas of expertise necessary to meet the objectives of the Committee. The Committee will establish criteria for choosing such subcommittee members.

C. **Terms of Office**

Category 1 members will maintain their Committee status as long as they continue to hold their elected offices or designations. Category 1 members will serve a four-year term and may be reappointed to serve additional four-year terms.

Category 2 members will be elected to four-year terms and may be reappointed to serve additional four-year terms.

Category 3 members will be appointed a four-year term and may be reappointed to serve additional four-year terms.

Terms typically start on May 1st and end on April 30th. However, members may start their terms any day upon appointments and may end their terms any day upon notifications.

V. CONFLICT OF INTEREST

Upon becoming a Committee member, and annually thereafter, each Committee member shall submit a Statement of Economic Interest (FPPC Form 700) with the Clerk of the Board in a timely manner.

The following constitute a conflict of interest:

A. A member of the Committee may not be employed by an entity that has made a contribution to (a) the campaign of candidates for the office of any local treasurer, or (b) candidates for the legislative body of any local agency that has deposited funds in the county treasury in the previous three years or during the period that the employee is a member of the Committee.

B. A member of the Committee may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the Committee.

C. A member of the Committee may not work for bond underwriters, bond counsel, security brokerages or dealers, or financial services firms with whom the county treasurer does business, either during his or her tenure on the committee or for one year after leaving the Committee.

Any member who is disqualified from serving on the Committee as specified A through C shall tender his resignation to the Board immediately.

VI. POWERS AND DUTIES OF COMMITTEE, MEMBERS AND OFFICERS

A. The Committee has the responsibility of reviewing and monitoring the County Treasurer's annual investment policy. It also ensures an annual audit is conducted to determine the County Treasurer's compliance with the investment policy.

B. The Committee serves as a sounding board for evaluating the merits of new strategies or investment products, provides its own unique perspective to assist the County Treasurer in his/her overall management of the Treasury Pool assets. However, the Committee shall not direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County Treasury.

C. All members will have an equal voice in the decision-making process. Each member is entitled to one vote. Unless a quorum is required, a vote of the majority of those present and qualified to vote will be sufficient for the adoption of any option, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Committee.

D. Nomination and election to the office of Chair and Vice Chair is typically held annually at the regularly scheduled March meeting. Nominations may be made by any acting Committee member. Nominees must have at least one year remaining in their current term. The elections will be held immediately after all nominations have been declared closed. If no election is held in a particular year, the incumbent Chair and Vice Chair will continue to serve their office respectively until the next election is held or they are no longer a Committee member.

E. The Chair and Vice Chair will take office immediately after the Board of Supervisors confirms their election. The term of office for Chair and a Vice Chair is one year. However, there are no term limits.

F. The Chair will preside at all meetings and proceed with the business of the Committee in the manner prescribed in these bylaws. The Chair will also decide questions of parliamentary procedure, call special meetings and perform other functions and duties as required by law.

G. The Vice Chair will perform the functions and duties of the Chair in the Chair's absence.

H. In the event that neither Chair nor Vice Chair is able to preside, the members of the Committee present will by an order entered into the minutes select one of the members to act as Chair Pro Tem. The Chair Pro Tem will have all the powers and duties of the Chair during the Chair's absence or inability to act.

I. Should the Chair or Vice Chair cease to be a member of the Committee, the remaining members of the Committee will elect a Chair or Vice Chair at the next meeting of the Committee. The officer will serve for the unexpired portion of the term of Chair or Vice Chair.

VII. ATTENDANCE AND ALTERNATES

Members of the Committee shall attempt to attend all meetings. If any member of the Committee is unable to attend, he must make reasonable effort to notify the Chair or Committee's Secretary (as appointed by the County Treasurer) prior to the meeting.

An Alternate member shall attend in place of a statutory member as to whom the Alternate is delegated only when notified of the statutory member's anticipated absence at a meeting. An Alternate member is encouraged to attend any Committee meeting but is not entitled to vote unless the statutory member to whom the Alternate is delegated is absent from that meeting. An Alternate member serving at a meeting as to which a matter requiring the Committee action is continued shall be entitled to vote on the matter in lieu of the statutory member until that matter is resolved by the Committee.

VIII. RESIGNATION

A member may resign from the Committee at any time by submitting written notice to the Chair. The resignation will be effective upon receipt of the written request. The Chair shall direct the Secretary to notify the Board or appropriate agency as soon as possible regarding the vacancy.

IX. FILLING VACANCIES

Vacancies will be filled as soon as practicable in accordance with law and Contra Costa County policies and procedures. Alternate members shall be deemed appropriate candidates to act as replacements, subject to the discretion of the Board, unless the Alternate member declines such candidacy.

X. MEETINGS

A. Scheduled Times and Exceptions

1) Regular meetings of the Committee will typically be held semi-annually on the third Tuesday of each March and September. A minimum of one meeting must be held in a calendar year. If a quorum is not available for a regular meeting, the County Treasurer, with the concurrence of the Committee Chair, may approve the cancellation of a scheduled regular meeting. Prior to each October, the Secretary shall deliver a calendar listing the semi-annual meetings for the next twelve months to every member of the Committee as well as to the Clerk of the Board.

2) Special meetings of the Committee may be called by the Chair or upon the written request of two or more Committee members. All members of the Committee and the media will be provided with a written notice 24 hours in advance of the meeting and the agenda shall be posted in appropriate locations. The agenda will state the time, place, and business to be transacted at the meeting, and no other business will be considered at the special meeting.

B. Notification, Agenda, Urgency Items, Order of Business

1) Agenda. The agenda for regularly scheduled meetings will be delivered to the Committee members in advance of meetings. At a minimum, the agenda must contain the date, time, and location of the meeting and the items of business to be considered. The agenda will be posted 96 hours in advance of each meeting at the appropriate physical and virtual places in accordance with Contra Costa County's procedures including the County Finance Building where the meeting is held typically.

   a. Members may direct subjects for inclusion in the agenda to the Chair at least one month prior to the meeting. Subjects proposed by members automatically will be placed on the agenda.

   b. Subjects proposed for discussion by persons who or organizations that are not Committee members will be submitted to Chair at least two months prior to the meeting. The subjects may be placed on the agenda if approved by the Chair. Any written requests for placement on the agenda that are denied by the Chair will be identified in the agenda under "Miscellaneous" and read or made available at the meeting upon the direction of the Chair, or upon a majority vote of the Committee members.

2) Urgency Items. The Committee may discuss a non-agenda item at a regular meeting only if, pursuant to Government Code §54954.2(b)(2), upon a determination by a two-thirds vote of the members, or, if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

3) Order of Business. A typical order of business at all regular meetings of the Committee would be as follows:

- Public comment
- Approval of previous meeting's minutes
- Discussion of items for action/approval
- Review of information items
- Miscellaneous
- Adjournment

C. Public Participation

All Committee meetings are open to the public and are subject to the Ralph M. Brown Act (Title 5, Division 2, Part 1, Chapter 9, commencing with Section 54950). Members of the public may address the Committee; however, each person is limited to three minutes unless an extension is granted by the Chair. All remarks will be addressed to the committee as a body and not to any specific members. No person, other than a member of the Committee and the person addressing the committee shall be permitted to enter into any discussion without the permission of the Chair.

D. Quorum

A quorum is a simple majority of the total statutory membership or their respective alternates. A quorum of the Committee must be present to approve any Action Items on the agenda. Any action of the Committee must be adopted by the affirmative votes of at least a majority of the quorum present, except that members present may adjourn to another date.

E. Compensation

Members volunteer to serve on the Committee. Members will not receive any compensation for their service.

F. Treasurer's Staff Support

1) The Committee's Secretary (county staff appointed by the Treasurer) will keep minutes of each meeting and offer them for Committee approval at the subsequent meeting.

2) County staff will reserve meeting locations and see that adequate facilities are provided and are in compliance with the Brown Act, inclusive of all amendments.

3) To the extent possible, County staff will provide technical and administrative support to the Committee. Such support may include serving as secretary of the Committee, keeping accurate and sufficient records of all proceedings; receiving and transmitting all correspondences; maintaining files for all reports, and such other duties as are usually incidental to the staff.

G. **Agenda Packet**

An agenda packet will be distributed to Committee members seven (7) calendar days in advance of the next scheduled meeting. The packet will be sent electronically. Per request, a printout of the packet may be sent to the members via County inter-office mail or U.S. Mail. The packet will also be available for public viewing during the meeting.

XI. AMENDMENT OF BYLAWS

A. These bylaws may be amended based on the recommendation of the Committee and subject to the approval of the Board of Supervisors. Written notice of proposed amendment will be submitted to all members of the Committee at least seven (7) days prior to the meeting at which the proposed amendment will be considered. Written notice of a proposed amendment is not required if the proposed amendment is submitted to the Committee at a regular meeting prior to the meeting at which the amendment is considered.

B. Amendments require a simple majority vote of those present and voting for recommendation to the Board of Supervisor for final approval.

C. At least one time each calendar year, the Committee shall review, discuss and approve any changes or amendments to the Bylaws. Should any changes or amendments be recommended by the Committee, such changes or amendments shall be presented to the Board for approval.

ADOPTION AND CERTIFICATION

The above bylaws were approved by the Board on August 21, 2012, duly adopted by the Committee on August 21, 2012, and amended on the following dates:

November 19, 2013

May 16, 2017

August 15, 2017

May 15, 2018

May 18, 2021

May 17, 2022

May 23, 2023

October 24, 2023

March 17, 2026

CONTRA COSTA COUNTY

TREASURY OVERSIGHT COMMITTEE

BYLAWS

Amended March 17, ~~October 24,~~ 2026~~3~~

In compliance with a Board Order of the Contra Costa County Board of Supervisors, the Contra Costa County Treasury Oversight Committee was established in November 6 of 1995. The intent of the Committee is to allow local agencies, including school and special districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. These funds are invested by the County Treasurer under the authority granted annually by ordinance at the direction of the Board of Supervisors. The mandate for the existence of the Committee was suspended in 2004 by the State of California; however, the Committee serves an important function and the Treasurer's Office has elected to continue the program.

OFFICE OF COUNTY TREASUER-TAX COLLCTOR
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CONTRA COSTA COUNTY

TREASURY OVERSIGHT COMMITTEE

BYLAWS

I. NAME

The name of this committee is the Contra Costa County Treasury Oversight Committee ("Committee"). The Committee is governed by the Ralph M. Brown Act and the Contra Costa County Better Government ordinance.

II. AUTHORITY

This Committee was established by the Contra Costa County Board of Supervisors ("Board") on November 6, 1995, pursuant to Chapter 5, Article 6 of the California Government Code. However, the mandate for the Committee was suspended in 2004 by the State of California. Therefore, this Committee is no longer subject to Government Code 27130 et seq. and is governed by its own bylaws. This Committee remains active to promote best business practices.

III. PURPOSE

The purpose of the Committee is to carry out the following:

A. Review and monitor the County Treasurer's annual investment policy.

B. Ensure an annual audit is conducted to determine the County Treasurer's compliance with the investment policy.

IV. MEMBERSHIP

A. Membership Categories

The Committee will be composed of seven statutory members and three alternates. The Committee members are in three different categories as follows:

Category 1: Appointed officials (two statutory members and one alternate). Category 1 appointed members are: a) the County Superintendent of Schools, or his/~~or~~ her designee; and b) a representative and an alternate of the Board or their designee.

Category 2: Elected members (two statutory members and two alternates). Category 2 includes one representative and one alternate elected by a majority of the school and community college districts; and one representative and one alternate elected by a majority of the special districts.

Category 3: Public members (three statutory members). Category 3 includes representatives from the public nominated by the County Treasurer and confirmed by the Board.

All Committee members including alternates will serve at the pleasure of the Board, and may be removed at any time, with or without cause, at the sole discretion of the Board.

B. **Subcommittees**

The Committee may establish volunteer advisory subcommittees in order to secure specific areas of expertise necessary to meet the objectives of the Committee. The Committee will establish criteria for choosing such subcommittee members.

C. **Terms of Office**

Category 1 members will maintain their Committee status as long as they continue to hold their elected offices or designations. Category 1 members will serve a four-year term and may be reappointed to serve additional four-year terms.

Category 2 members will be elected to four-year terms and may be reappointed to serve additional four-year terms.

Category 3 members will be appointed a four-year term and may be reappointed to serve additional four-year terms.

~~The initial terms for Category 2 Seat No. 2, special district's representative, and Category 3, Seats No. 1 and No. 2, public representatives, will begin on August 21, 2012, and end on April 30, 2014. The subsequent terms for these seats will be for four years.~~ Terms typically start on May 1st and end on April 30th. However, members may start their terms any day upon appointments and may end their terms any day upon notifications.

V. CONFLICT OF INTEREST

Upon becoming a Committee member, and annually thereafter, each Committee member shall submit a Statement of Economic Interest (FPPC Form 700) with the Clerk of the Board in a timely manner.

The following constitute a conflict of interest:

A. A member of the Committee may not be employed by an entity that has made a contribution to (a) the campaign of candidates for the office of any local treasurer, or (b) candidates for the legislative body of any local agency that has deposited funds in the county treasury in the previous three years or during the period that the employee is a member of the Committee.

B. A member of the Committee may not directly or indirectly raise money for a candidate for local treasurer or a member of the governing board of any local agency that has deposited funds in the county treasury while a member of the Committee.

C. A member of the Committee may not work for bond underwriters, bond counsel, security brokerages or dealers, or financial services firms with whom the county treasurer does business, either during his or her tenure on the committee or for one year after leaving the Committee.

Any member who is disqualified from serving on the Committee as specified A through C shall tender his resignation to the Board immediately.

VI. POWERS AND DUTIES OF COMMITTEE, MEMBERS AND OFFICERS

A. The Committee has the responsibility of reviewing and monitoring the County Treasurer's annual investment policy. It also ensures an annual audit is conducted to determine the County Treasurer's compliance with the investment policy.

B. The Committee serves as a sounding board for evaluating the merits of new strategies or investment products, provides its own unique perspective to assist the County Treasurer in his/her overall management of the Treasury Pool assets. However, the Committee shall not direct individual investment decisions, select individual investment advisors, brokers, or dealers, or impinge on the day-to-day operations of the County Treasury.

C. All members will have an equal voice in the decision-making process. Each member is entitled to one vote. Unless a quorum is required, a vote of the majority of those present and qualified to vote will be sufficient for the adoption of any option, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Committee.

D. Nomination and election to the office of Chair and Vice Chair is typically held annually at the regularly scheduled March meeting. Nominations may be made by any acting Committee member. Nominees must have at least one year remaining in their current term. The elections will be held immediately after all nominations have been declared closed. If no election is held in a particular year, the incumbent Chair and Vice Chair will continue to serve their office respectively until the next election is held or they are no longer a Committee member.

E. The Chair and Vice Chair will take office immediately after the Board of Supervisors confirms their election. The term of office for Chair and a Vice Chair is one year. However, there are no term limits.

F. The Chair will preside at all meetings and proceed with the business of the Committee in the manner prescribed in these bylaws. The Chair will also decide questions of parliamentary procedure, call special meetings and perform other functions and duties as required by law.

G. The Vice Chair will perform the functions and duties of the Chair in the Chair's absence.

H. In the event that neither Chair nor Vice Chair is able to preside, the members of the Committee present will by an order entered into the minutes select one of the members to act as Chair Pro Tem. The Chair Pro Tem will have all the powers and duties of the Chair during the Chair's absence or inability to act.

I. Should the Chair or Vice Chair cease to be a member of the Committee, the remaining members of the Committee will elect a Chair or Vice Chair at the next meeting of the Committee. The officer will serve for the unexpired portion of the term of Chair or Vice Chair.

VII. ATTENDANCE AND ALTERNATES

Members of the Committee shall attempt to attend all meetings. If any member of the Committee is unable to attend, he must make reasonable effort to notify the Chair or Committee's Secretary (as appointed by the County Treasurer) prior to the meeting.

An Alternate member shall attend in place of a statutory member as to whom the Alternate is delegated only when notified of the statutory member's anticipated absence at a meeting. An Alternate member is encouraged to attend any Committee meeting but is not entitled to vote unless the statutory member to whom the Alternate is delegated is absent from that meeting. An Alternate member serving at a meeting as to which a matter requiring the Committee action is continued shall be entitled to vote on the matter in lieu of the statutory member until that matter is resolved by the Committee.

VIII. RESIGNATION

A member may resign from the Committee at any time by submitting written notice to the Chair. The resignation will be effective upon receipt of the written request. The Chair shall direct the Secretary to notify the Board or appropriate agency as soon as possible regarding the vacancy.

IX. FILLING VACANCIES

Vacancies will be filled as soon as practicable in accordance with law and Contra Costa County policies and procedures. Alternate members shall be deemed appropriate candidates to act as replacements, subject to the discretion of the Board, unless the Alternate member declines such candidacy.

X. MEETINGS

A. Scheduled Times and Exceptions

1) Regular meetings of the Committee will typically be held semi-annually on the third Tuesday of each March and September. A minimum of one meeting must be held in a calendar year. If a quorum is not available for a regular meeting, the County Treasurer, with the concurrence of the Committee Chair ~~and Board's Representative~~, may approve the cancellation of a scheduled regular meeting. Prior to e~~E~~ach October, the Secretary shall deliver a calendar ~~listing of~~listing the semi-annual meetings for the next twelve months to every member of the Committee as well as to the Clerk of the Board.

2) Special meetings of the Committee may be called by the Chair or upon the written request of two or more Committee members. All members of the Committee and the media will be provided with a written notice 24 hours in advance of the meeting and the agenda shall be posted in appropriate locations. The agenda will state the time, place, and business to be transacted at the meeting, and no other business will be considered at the special meeting.

B. Notification, Agenda, Urgency Items, Order of Business

1) Agenda. The agenda for regularly scheduled meetings will be delivered to the Committee members in advance of meetings. At a minimum, the agenda must contain the date, time, and location of the meeting and the items of business to be considered. The agenda will be posted 96 hours in advance of each meeting at the appropriate physical and virtual places in accordance with Contra Costa County's procedures including ~~County Administration Building,~~ the County Finance Building~~, and on the County's website~~ where the meeting is held typically.

   a. Members may direct subjects for inclusion in the agenda to the Chair at least one month prior to the meeting. Subjects proposed by members automatically will be placed on the agenda.

   b. Subjects proposed for discussion by persons who or organizations that are not Committee members will be submitted to Chair at least two months prior to the meeting. The subjects may be placed on the agenda if approved by the Chair. Any written requests for placement on the agenda that are denied by the Chair will be identified in the agenda under "Miscellaneous" and read or made available at the meeting upon the direction of the Chair, or upon a majority vote of the Committee members.

2) Urgency Items. The Committee may discuss a non-agenda item at a regular meeting only if, pursuant to Government Code §54954.2(b)(2), upon a determination by a two-thirds vote of the members, or, if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

3) Order of Business. A typical order of business at all regular meetings of the Committee would be as follows:

- Public comment
- Approval of previous meeting's minutes
- Discussion of items for action/approval
- Review of information items
- Miscellaneous
- Adjournment

C. Public Participation

All Committee meetings are open to the public and are subject to the Ralph M. Brown Act (Title 5, Division 2, Part 1, Chapter 9, commencing with Section 54950). Members of the public may address the Committee; however, each person is limited to three minutes unless an extension is granted by the Chair. All remarks will be addressed to the committee as a body and not to any specific members. No person, other than a member of the Committee and the person addressing the committee shall be permitted to enter into any discussion without the permission of the Chair.

D. Quorum

A quorum is a simple majority of the total statutory membership or their respective alternates. A quorum of the Committee must be present to approve any Action Items on the agenda. Any action of the Committee must be adopted by the affirmative votes of at least a majority of the quorum present, except that members present may adjourn to another date.

E. Compensation

Members volunteer to serve on the Committee. Members will not receive any compensation for their service.

F. Treasurer's Staff Support

1) The Committee's Secretary (county staff appointed by the Treasurer) will keep minutes of each meeting and offer them for Committee approval at the subsequent meeting.

2) County staff will reserve meeting locations and see that adequate facilities are provided and are in compliance with the Brown Act, inclusive of all amendments.

3) To the extent possible, County staff will provide technical and administrative support to the Committee. Such support may include serving as secretary of the Committee, keeping accurate and sufficient records of all proceedings; receiving and transmitting all correspondences; maintaining files for all reports, and such other duties as are usually incidental to the staff.

G. Agenda Packet

An agenda packet will be distributed to Committee members seven (7) calendar days in advance of the next scheduled meeting. The packet will be sent electronically. Per request, a printout of the packet may be sent to the members via County inter-office mail or U.S. Mail. The packet will also be available for public viewing during the meeting.

XI. AMENDMENT OF BYLAWS

A. These bylaws may be amended based on the recommendation of the Committee and subject to the approval of the Board of Supervisors. Written notice of proposed amendment will be submitted to all members of the Committee at least seven (7) days prior to the meeting at which the proposed amendment will be considered. Written notice of a proposed amendment is not required if the proposed amendment is submitted to the Committee at a regular meeting prior to the meeting at which the amendment is considered.

B. Amendments require a simple majority vote of those present and voting for recommendation to the Board of Supervisor for final approval.

C. At least one time each calendar year, the Committee shall review, discuss and approve any changes or amendments to the Bylaws. Should any changes or amendments be recommended by the Committee, such changes or amendments shall be presented to the Board for approval.

ADOPTION AND CERTIFICATION

The above bylaws were approved by the Board on August 21, 2012, duly adopted by the Committee on August 21, 2012, and amended on the following dates:

November 19, 2013

May 16, 2017

August 15, 2017

May 15, 2018

May 18, 2021

May 17, 2022

May 23, 2023

October 24, 2023

March 17, 2026

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 26-1534 **Agenda Date:** 4/14/2026 **Agenda #:** C.139.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: **ACCEPT** the Treasurer's Investment Policy for the Fiscal Year 2026-2027 as revised and adopted on March 17, 2026 by the Treasury Oversight Committee.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the Treasurer's Investment Policy for the Fiscal Year 2026-2027 as revised and adopted on March 17, 2026 by the Treasury Oversight Committee.

FISCAL IMPACT:

None.

BACKGROUND:

Pursuant to Government Code Section 27133, the Treasury Oversight Committee approved the revised Treasurer's Annual Investment Policy for Fiscal Year 2026-2027 (the "Investment Policy") at its March 17, 2026 meeting. The Investment Policy was revised largely due to the changes made in the applicable sections of California Government Code, regulations, and/or existing practice.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Treasurer and his designees will not have established cash management and investment guidelines to follow when investing surplus funds entrusted to the care of the Contra Costa County Treasurer's Office. Without investing, the County Treasury Pool will not be able to generate investment revenue via interest income.

CONTRA COSTA COUNTY

TREASURER'S

ANNUAL INVESTMENT POLICY

FISCAL YEAR 2026-2027

APPROVED BY THE BOARD OF SUPERVISORS
IN APRIL 2026

The Contra Costa County Treasurer will annually present to both the Board of Supervisors (Board) and the Treasury Oversight Committee (Committee) a statement of investment policy, which the Board shall review and approve at a public meeting. Any changes in the policy shall also be reviewed and approved by the Board at a public meeting (Gov't Code §53646(a)(1)).

OFFICE OF COUNTY TREASURER-TAX COLLECTOR
625 COURTS STREET, ROOM 100
MARTINEZ, CALIFORNIA 94553



California Municipal
Treasurers Association

Investment Policy Certification

CALIFORNIA REPUBLIC

Issued on 4/24/2019

Contra Costa County

The California Municipal Treasurers Association certifies that the investment policy of the Contra Costa County complies with the current State statutes governing the investment practices of local government entities located within the State of California.

Over 50 Years of Excellence

President

April 24, 2019

Date

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1.0 PURPOSE

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines of surplus funds entrusted to the care of the Contra Costa County Treasurer's Office (Treasurer's Office) in accordance with applicable sections of California Government Code. All portfolio activities will be judged by the standards of the Policy and its ranking of investment objectives.

2.0 SCOPE

This Policy applies to all and only funds over which the Treasurer's Office has been granted fiduciary responsibility and direct control for their management. The funds covered by this Policy are accounted for and incorporated in the Contra Costa County Annual Comprehensive Financial Report (ACFR) and include but not limited to: Government Funds (e.g. general fund, special revenue funds, debt service funds, capital project funds, and permanent fund), Proprietary Funds (e.g. enterprise funds and internal service funds), and various Trust Funds.

3.0 PARTICIPANTS

This Policy restricts deposits to those agencies mandated by California Government Code as treasury deposits. However, subject to the consent of the Treasurer's Office and in accordance with section 53684, exemptions may be granted to non-mandatory depositing agencies, if it is determined that the additional deposit provides a benefit to the investment pool as a whole while not creating unmanageable liquidity risk.

4.0 IMPLEMENTATION

In order to provide direction to those responsible for management of surplus funds, the County Treasurer has established this Policy and presented it to the Treasury Oversight Committee and the Board of Supervisors, and has made it available to the legislative body of local agencies that participates in the County Treasurer's investment program.

The Policy explains investable funds; authorized instruments; credit quality required; maximum maturities and concentrations; collateral requirements; qualifications of brokers/dealers and financial institutions doing business with, or on behalf of, the County; limits on gifts and honoraria; the reporting requirements; the Treasury Oversight Committee; the manner of apportioning interest earnings and appropriating investment costs; and the criteria to request withdrawal of funds.

5.0 OBJECTIVES

Gov't Code §53600.5: When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

5.1 Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and market risk.

5.1.a *Credit Risk*

The Treasurer will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

1. Limiting investments to the safest type of securities
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the Treasurer's Office will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

5.1.b *Market Risk*

The Treasurer's Office will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

5.2 Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

5.3 Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities may be sold prior to maturity when deemed prudent and necessary. Reasons of selling include but are not limited to:

1. **A security with declining credit may be sold early to minimize loss of principal.**
2. **A security swap would improve the quality, yield, or target duration in the portfolio.**
3. **Liquidity needs of the portfolio require that the security be sold.**
4. **Portfolio rebalancing would bring the portfolio back into compliance.**

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

5.4 Public Trust: All investments will be in conformance with state law and county ordinances and policies. The investment of public funds is a task that must maintain the public trust.

6.0 GENERAL STRATEGY

6.1 Buy and Hold: The Treasurer will generally use the passive investment strategy known as BUY AND HOLD whereas securities are purchased with the intent of holding them to maturity. Interest income and the reinvestment of interest income usually are the only sources of return in the portfolio.

The investment program will focus on purchasing securities that will limit or reduce the potential default risk and ensure the reliability of cash flows from interest income. Generally, purchases will be laddered throughout the portfolio in order to meet the liquidity needs and reduce reinvestment risk.

7.0 STANDARD OF CARE

The following policies are designed in accordance with Government Code to provide transparency to the investment program while enhancing portfolio controls:

7.1 Prudent Investor Standard

The standard of prudence to be used by the designated representative shall be subject to the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. **"**Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part to an overall strategy, investments may be acquired as authorized by law." (Gov't Code §53600.3.)

For the investment of county funds in a county treasury, Government Code Section 27000.3 establishes the board of supervisors as a fiduciary that is subject to the prudent investor standard unless it delegates its investment duties to the county treasurer. For local agency funds invested in the county treasury pool, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

7.2 Ethics and Conflicts of Interest

Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the Policy and investment program, or which could impair their ability to make impartial decisions. Please refer to the Contra Costa County Treasurer-Tax Collector's Conflict of Interest Code for further explanation of the prohibited activities, and their enforcements and exceptions.

7.3 Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and brokers/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of $50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation is $630 for the period January 1, 2025, to December 31, 2026. Any violation must be reported to the State Fair Political Practices Commission.

7.4 Delegation of Authority

7.4.a Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607 (Gov't Code §27000.1). For local agency funds invested in the county treasury pool, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

7.4.b Responsibility for the operation of the investment program is hereby delegated to the County Treasurer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures include references to the following: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the County Treasurer.

7.5 Treasury Oversight Committee

In compliance with a Board Order of the Contra Costa County Board of Supervisors, the County Contra Costa County Treasury Oversight Committee was established in November 6 of 1995. The intent of the Committee is to allow local agencies, including school districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. The mandate for the existence of the Committee was suspended in 2004 by the State of California; however, the Committee serves an important function and the Treasurer's Office has elected to continue the program.

7.5.a The Committee shall annually review and monitor the County's Investment Policy.

7.5.b The Committee shall cause an annual audit to determine the County Treasurer's compliance with the Investment Policy and all investment funds in the county Treasury.

8.0 SAFEKEEPING AND CUSTODY

8.1 Delivery vs. Payment: All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the County Treasurer's safekeeping institution prior to the release of funds.

8.2 Third-party Safekeeping: Securities will be held by an independent third-party safekeeping institution selected by the County Treasurer. All securities will be evidenced by safekeeping receipts in the County's name or in a name designated by the County Treasurer. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

8.2.a A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered or non-registered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisors, consultants or managers using the agency's funds, by book entry, physical delivery or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A

counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term of remaining maturity at the time of the investment, no investment shall be made in any security other than a security underlying a repurchase or reverse repurchase agreement authorized by this section.

8.2.b In compliance with this section, the securities of Contra Costa County and its agencies shall be in safekeeping at The Bank of New York Trust Company, N. A., a counterparty bank's trust department or as defined in the debt indenture and contract.

8.3 Internal Controls: The County Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Treasurer are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual that shall be reviewed and updated periodically by the County Treasurer.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgements by management.

As part of the internal controls, the investment portfolio managed by the County Treasurer shall be audited annually by both internal and external auditors.

9.0 AUTHORIZED BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

9.1 All transactions initiated on behalf of the Pooled Investment Fund and Contra Costa County shall be executed only through one of the following:

1. Government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York;
2. Banks and financial institutions that directly issue their own securities which have been placed on the Approved List of Brokers/Dealers and Financial Institutions;
3. Brokers/dealers in the State of California approved by the County Treasurer based on the reputation and expertise of the company and individuals employed.

Brokers/dealers and financial institutions which have exceeded the political contribution limits as contained in Rule G-37 of the Municipal Securities Rulemaking Board within a four-year period to the County Treasurer or a member of the governing board of a local agency or any candidate for those offices, are prohibited from the Approval List of Brokers/Dealers and Financial Institutions.

9.2 Qualifications: All financial institutions and brokers/dealers who desire to become qualified for investment transactions must complete Contra Costa County Treasurer's Office Broker/Dealer Due Diligence Questionnaire which can be obtained at www.cctax.us. An annual review of the approved brokers/dealers will be conducted by the Treasurer's Office. The Treasurer's Office may request additional documents from the brokers/dealers during the annual review. A brokers/dealer may be deleted from the Approved Brokers list without cause and without prior notification.

9.3 List of Approved Financial Institutions, Security Brokers and Dealers

A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security brokers/dealers selected for creditworthiness and qualifications stated in section 9.2. However, the County Treasury will not be limited to the financial institutions and brokers/dealers on the list. Others will be included as

long as conditions for authorized financial institutions and brokers/dealers set forth in this Policy are met. Additionally, deletions and additions are based on the maintenance of required credit quality as rated by a nationally recognized statistical-rating organization (NRSRO) or reliable financial sources.

10.0 SUITABLE AND AUTHORIZED INVESTMENTS

10.1 Authorized Investment Types: (Gov't Code §53600 et seq.) The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in the investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage and/or rating limitation for a particular category of investment, that percentage and/or rating are applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

10.1.a Bonds issued by the local agencies, including bonds payable solely out of the revenues from a revenue-producing property, owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.

10.1.b United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

10.1.c Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency or authority of the state.

10.1.d Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

10.1.e Bonds, notes, warrants or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency or authority of the local agency.

10.1.f Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

10.1.g Banker's acceptances otherwise known as bills of exchange or time drafts drawn on and accepted by a commercial bank. Purchases of banker's acceptances may not exceed 180 days' maturity or 40 percent of the agency's money that may be invested pursuant to this section. However, no more than 30 percent of the agency's money may be invested in banker's acceptances of any one commercial bank pursuant to this section. This subdivision does not preclude a municipal utility district from investing any money in its treasury in any manner authorized by the Municipal Utility District Act (Division 6, commencing with Section 11501, of the Public Utilities Code).

10.1.h Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

1. The entity meets the following criteria:

A. Is organized and operating in the United States as a general corporation.

B. Has total assets in excess of five hundred million dollars ($500,000,000).

C. Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).

2. The entity meets the following criteria:

A. Is organized within the United States as a special purpose corporation, trust, or limited liability company.

B. Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

C. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 397 days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars ($100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars ($100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635:

i. Not more than 40 percent of the local agency's money may be invested in eligible commercial paper.
ii. Not more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper.

10.1.i Negotiable certificates of deposit issued by a nationally- or state-chartered bank or a savings association or federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposits do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section

53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision making authority in the administrative office, manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

10.1.j Repurchase and reverse repurchase agreements

1. Investments in ***repurchase agreements*** or ***reverse repurchase agreements*** of any securities authorized by this section, provided that the agreements are subject to this subdivision, including the delivery requirements specified in this section, and that a signed Master Repurchase Agreement is on file in the Treasurer's Office for all financial institutions that enter into a repurchase agreement with Contra Costa County.

2. Investments in repurchase agreements may be made on any investment authorized in this section when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

3. Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

A. The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

B. The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

C. The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

D. Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

4. Prior approval of the governing body; only with primary dealers:

A. Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

B. For purposes of this policy, "significant banking relationship" means any of the following activities of a bank:

i. Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

ii. Financing of a local agency's activities.

iii. Acceptance of a local agency's securities or funds as deposits.

5. Definitions and terms of repos, securities and securities lending:

A. "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

B. "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

C. "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

D. "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

E. For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

F. For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

10.1.k **Medium-term notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include

other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

10.1.l Shares of beneficial interest

1. Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

2. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (l5 U.S.C. Sec. 80a-1 et seq.).

3. If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

4. If investment is in shares issued pursuant to paragraph (2), the company shall have met the following criteria:

A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

5. The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

10.1.m Moneys held by a trustee or fiscal agent and pledged to the payment of security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are not specific statutory provision, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

10.1.n Notes, bonds, or other obligations that are at all times secured by a valid first-priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

10.1.o Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO and have a maximum remaining maturity of 5 years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.

10.1.p Shares of beneficial interest issued by a joint power authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n), (q), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

10.1.q United States dollars denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

11.0 RESTRICTIONS AND PROHIBITIONS

11.1 Restrictions set by the Treasurer

11.1.a All investments purchased by the Treasurer's Office shall be of investment grade. The minimum credit rating of purchased investments shall be as defined by Government Code 53600 et. seq.

11.1.b All legal securities issued by a tobacco-related company are prohibited. A tobacco-related company is defined as 1) an entity that makes smoking products from tobacco used in cigarettes, cigars and/or snuff, or for smoking in pipes or 2) a company that has total revenues of 15 percent or more from the sale of such tobacco products. The tobacco-related issuers restricted from any investment are Alliance One, Altria Group, Inc., Auri Inc., British American Tobacco PLC, Imperial Tobacco Group PLC, Kirin International

Holding Inc., Lorillard, Philip Morris International, Reynolds American, Inc., Schweitzer-Mauduit International Inc., Smokefree Innotec Inc., Star Scientific Inc., Universal Corp., and Vector Group, Ltd. The Treasury staff will update the list of tobacco-related companies when necessary.

11.1.c Debt instruments issued by the following fossil fuel companies are prohibited from being invested directly by the Treasury Pool managed by Treasurer's Office: Chevron, Exxon Mobil, Total Energies SE, BP PLC, Marathon Petroleum, Shell PLC, Valero Energy Corporation, Phillips 66. The Treasurer's Office will update the list of fossil fuel companies when necessary.

11.1.d Financial futures or financial option contracts will each be approved on a per trade basis by the County Treasurer.

11.1.e Reverse repurchase agreements will be used strictly for the purpose of supplementing income with a limit of 10 percent of the total portfolio with prior approval of the Treasurer.

11.1.f SBA loans require prior approval from the Treasurer in every transaction.

11.1.g Securities purchased through brokers will be held in safekeeping at The Bank of New York Trust Company, N.A. or as designated by the specific contract(s) for government securities and tri-party repurchase agreements.

11.1.h Swaps and Trades will each be approved on a per-trade basis by Treasurer or Assistant Treasurer.

11.2 Prohibitions by Government Code (§53601.6)

11.2.a A local agency shall not invest any funds pursuant to this Article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

11.2.b (1) Except as provided in paragraph (2), a local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero-interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) that are authorized for investment pursuant to subdivision (I) of Section 53601.

(2) Notwithstanding the prohibition in paragraph (1), a local agency may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. A local agency may hold these instruments until their maturity dates.

11.2.c This section shall remain in effect only until January 1, 2031, and as of that date is repealed.

11.2.d A local agency shall not invest any funds pursuant to this Article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

11.2.e A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero-interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency

investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) that are authorized for investment pursuant to subdivision (I) of Section 53601.

11.2.f This section shall become operative on January 1, 2031.

12.0 INVESTMENT PARAMETERS

12.1 Diversification: Investments shall be diversified to minimize the risk of loss and to maximize the rate of return by:

1. Limiting investment to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
2. Limiting investment in securities that have higher credit risks,
3. Investing in securities with varying maturities, and
4. Continuously investing a portion of the portfolio in readily available funds such as investment pools, money market funds, or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

12.2 Maximum Maturities: To the extent possible, the County Treasurer shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Treasurer will not directly invest in securities maturing more than five (5) years from the date of purchase (specifically the settlement date) or in accordance with state and local statutes and ordinances. The Treasurer shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LAIF, money market funds, or overnight products to ensure that appropriate liquidity is maintained to meet ongoing obligations.

12.3 Exception to Maximum Maturity: In accordance with Government Code, the County Treasurer retains the right to petition the Board of Supervisors for approval to invest in securities with a final maturity in excess of five years. The Board of Supervisors adoption of any resolution allowing maturities beyond five years shall be considered an allowed modification to this policy and any investments made in accordance with the modification shall be allowable under this policy.

12.4 Investment Criteria[1]: All limitations set forth in this Policy are applicable only at the time of purchase. The County Treasurer has the full discretion to rebalance the portfolio when it is out of compliance owing to various reasons, such as market fluctuation.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Bonds issued by local agencies	100%	5 years	100%	
U.S. Treasury Obligations	100%	5 years	100%	

[1] The rating requirement for each investment type is referenced in the relevant sections of California Government Code.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Registered State Warrants, and CA Treasury Notes and bonds	100%	5 years	100%	
Registered Treasury Notes or Bonds of any of the other 49 state in addition to CA	100%	5 years	100%	
Bonds and Notes issued by other local agencies in California	100%	5 years	100%	
Obligations of U.S. Agencies or government sponsored enterprises	100%	5 years	100%	
Bankers Acceptances) Domestic: ($5B min. assets) Foreign: ($5B min. assets)	 40% 40%	 180 days 180 days	30% Aggregate 5% Aggregate	
Commercial paper	40%	270 days or less	10% Aggregate	No more than 10 % of the local agency's money may be invested in the commercial paper of any single issuer.
Negotiable Certificates of Deposit ($5 billion minimum assets)	30%	5 years	10% Aggregate	
Repurchase Agreements secured by U.S. Treasury or agency obligation (102% collateral)	100%	1 year	See limitations for Treasuries and Agencies above	Generally limited to Wells Fargo Bank, Bank of America or other institutions with whom the County treasury has executed tri-party agreements. Collateral will be held by a third party to the transaction that may include the trust department of particular banks. Collateral will be only securities that comply with Government Code
Reverse Repurchase Agreements and Securities Lending Agreements	20%	92 days	See limitations for Treasuries and Agencies above	
Corporate bonds, Medium Term Notes & Covered	30%	5 years	10% Aggregate	No more than 10 % of the local agency's money may be invested in the medium-term notes of any single issuer.
Shares of beneficial interest issued by diversified mgt. companies	20%	N/A	10% Aggregate	
Moneys held by a trustee or fiscal agent	20%	N/A		
Collateralized Notes, Bonds, Time Deposits, or other obligations	15%	5 years	5% Aggregate	Collateralized by the eligible securities at a percentage specified in Government Code
Mrtg Backed Securities/CMO's: Asset Backed Securities	20% 20%	5 Years 5 Years	5% Aggregate	No Inverse Floaters No Range Notes No Interest only strips derived from a pool of mortgages
Joint Powers Authority (JPA)	As limited by JPA	N/A	As limited by JPA	
Supranational obligations	30%	5 Years	100%	Rated "AA" or better by an NRSRO
Local Agency Investment Fund (LAIF)	As Limited by LAIF	N/A	As limited by LAIF	

13.0 EXTERNALLY MANAGED INVESTMENT POOLS, MUTUAL FUNDS AND SEPARATE ACCOUNTS

The County Treasurer may invest a portion of the investment pool assets in investment pools, mutual funds, and separate account investment funds managed by the external investment managers. A thorough due diligence shall be conducted on the external investment managers and the pool/funds prior to investing, and on a continual basis.

14.0 PORTFOLIO MANAGEMENT ACTIVITY

14.1 Passive Portfolio Management:

(See Section 6.0., General Strategy)

14.2 Purchase of Investment Securities:

Investment Securities will be purchased in the most cost effective and efficient manner by using a competitive bidding process. However, the investment securities may or may not carry the highest coupon or yield at the time of purchase after taking into consideration the various limitations of the Investment Policy and risks.

ESG investments may be considered so long as such investments achieve equivalent safety, liquidity, and yield compared to other investment opportunities.

14.3 Reviewing and Monitoring of the Portfolio:

The portfolio is closely monitored on a regular basis for compliance purposes. Both monthly and quarterly reports will review portfolio investments to ensure they are kept track of in a timely manner. The reports will also monitor the County Treasurer's investment practices and the results of such practices.

14.4 Portfolio Adjustments:

Certain actions may be taken if the portfolio becomes out of compliance. For instance, should a concentration limitation be exceeded due to an incident such as a fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses; however, the County Treasurer may choose to rebalance the portfolio earlier to bring it back into compliance if the portfolio will not suffer any losses for selling the investment prior to maturity.

14.5 Performance Standards:

The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks, such as 6-month US Treasury Bill, Fed Funds Rates Index, may be referenced for comparison purposes. However, the benchmarks may change as appropriate based on the duration of the investment pool and/or cash flow requirements.

15.0 REPORTING

15.1 Methodology: The County Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County Treasurer to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the Chief Administrative Officer, the County Auditor, the Board of Supervisors, Treasury Oversight Committee and any pool participants [Government Code 27133(e), and 53646(b)]. The report will include the following:

1. The type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and money held by the County Treasurer.

2. A description of any of the local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs.

3. A current market value as of the date of the report of all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, and the source of this same valuation.

4. A statement that the portfolio is in compliance with the investment policy, or the manner in which the portfolio is not in compliance.

5. A statement denoting the ability of the County Treasurer to meet its pool's expenditure requirements for the next six months, or an explanation as to why sufficient money may not be available.

6. Listing of individual securities by type and maturity date held at the end of the reporting period.

   A. PLEDGE REPORT: Any securities that are pledged or loaned for any purpose shall be reported in the Quarterly Investment Report. The transaction details will be provided, including purpose, beginning and termination dates and all parties to the contract. The security descriptions as to type, name, maturity date, coupon rate, CUSIP and other material information will be included.

   B. REVERSE REPURCHASE AGREEMENTS REPORT: All reverse repurchase agreements entered into, whether active or inactive by the end of each quarter, shall be reported in the Treasurer's Quarterly Investment Report.

7. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.

8. Average maturity and duration of portfolio on investments as well as the yield to maturity of the portfolio as compared to applicable benchmarks.

9. Percentage of the total portfolio which each type of investment represents.

10. Whatever additional information or data may be required by the legislative body of the local agency.

15.2 Marking to Market: The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that a review of the investment portfolio, in terms of value and price volatility, has been performed on a regular basis.

16.0 COMPENSATION

In accordance with Government Code §§27013 and 53684, the County Treasurer will charge all pool participants for administrative and overhead costs. Costs include, but are not limited to, employee salaries and benefits, portfolio management, bank and custodial fees, software maintenance fees and other indirect costs incurred from handling and managing funds. In addition, when applicable, the costs associated with the Treasury Oversight provisions of Government Code §§ 27130-27137 shall be included as administrative costs. Costs will be deducted from interest earnings on the pool prior to apportioning and payment of interest. The County Treasurer shall annually prepare a proposed budget providing a detailed itemization of all estimated costs which comprise the administrative fee charged in accordance with Government Code §27013. The administrative fee will be subject to change. Fees will be deducted from interest earnings.

16.1 Deduction of Costs: At the discretion of the County Treasurer, the County Treasurer may deduct actual administrative costs and may make any adjustments from the interest earnings and apportions the remaining earnings to all participants based on the positive average daily balance (Government Code 53684(b)).

16.2 Directed Investments Costs: At the discretion of the County Treasurer, the County Treasurer may deduct from interest earnings the actual administrative costs of such directed investments (Government Code §27013).

17.0 CALCULATING AND APPORTIONING POOL EARNINGS

The Investment Pool Fund is comprised of monies from multiple units of the County, agencies, school districts and special districts. Each entity has unique cash flow demands, which dictate the type of investments the Treasurer's Office may purchase. To ensure parity among the pool members when apportioning interest earnings, the following procedures have been developed:

1. Interest is apportioned on at least a quarterly basis in accordance with Government Code §53684.
2. Interest is apportioned to pool participants based on the participant's average daily fund balance and the total average daily balance of deposits in the investment pool.
3. Interest is calculated on a cash basis for all investments in the County Treasurer's investment pool and reported to the Auditor-Controller for distribution into the funds of the participants.
4. Interest earned on the directed investments is credited to pool participants on a cash basis. Administrative costs are determined annually by the County Treasurer based on actual administrative and overhead costs incurred in the previous year.
5. The negative average daily fund balance will be charged interest at the rate of interest that is being apportioned.

18.0 DEPOSITS AND WITHDRAWALS IN THE TREASURY

18.1 Deposit by Voluntary Participants

Following are the terms and conditions for depositing funds for investment purposes by voluntary participants, i.e. entities that are not legally required to deposit their funds in the County Treasury.

18.1.a Resolution by the County Board of Supervisors authorizing the acceptance of outside participants by the County Treasury.

18.1.b Resolution by the legislative or governing body of the local agency (voluntary participant) authorizing the investment of funds pursuant to Government Code 53684.

18.2 Withdrawal Request

The Treasurer's Office has established the Withdrawal of Funds Policy for all Treasury Investment Pool participants who seek to withdraw funds from the County Treasury Investment Pool for various purposes. In accordance with California State Government Code Section 27136, all participants having funds on deposit in the Pool and seeking to withdraw their funds, shall first submit a formal written request to the County Treasurer. The County Treasurer shall evaluate the withdrawal proposals of all Pool participants upon receipt of the written requests. The evaluation process may take up to 30 days. The County Treasurer reserves the right to reject any request for withdrawal if it is in the Treasurer's opinion after thorough evaluation, that the withdrawal will violate applicable laws and/or governing documents, compromise Treasurer's fiduciary responsibility, adversely impact the stability of the Pool, or harm the interests of any Pool Participant. Such rejection shall prevent the withdrawal of the funds.

Typically, participants make withdrawals for the following two reasons: a) regular operations and b) investing or depositing funds outside the Pool in accordance with California State Government Code Section 27136 (a). The County Treasurer seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor-Controller's Office in a timely fashion. However, the County Treasurer recognizes that occasionally the Pool participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Treasurer expects all Pool Participants to submit their written requests within the following timeframes:

i) Withdrawals of Up to $1 million – prior to 8:00 a.m. for same day disbursement

ii) Withdrawals of between $1 million to $10 million – 1 business day in advance of disbursement

iii) Withdrawals of more than $10 million – 3 business day in advance of disbursement

Withdrawals of investment deposits from the County Treasury Investment Pool by any Pool participant shall coincide with investment maturities and/or authorized sale of securities by authorized personnel of the Pool Participant. Except for funds in the California State Local Agency Investment Fund, a five-business-days notification may be required when authorized sale of securities is involved. In the event that the Treasurer must liquidate investments in order to honor the withdrawal request, the Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation, including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

To maintain full fiduciary responsibility for investment and administration of the Pool, the County Treasurer shall NOT permit statutory participants to withdraw funds from and subsequently deposit the funds outside the Pool for the purpose of investments without prior approval of the County Treasurer. As permitted by the Government Code Section 53635, upon request the County Treasurer may enter into an investment agreement with a third-party investment manager on behalf of statutory participants. However, the funds shall remain in the Pool during the entire agreement period under the care of the custodian bank retained by the County Treasurer.

Voluntary participants may withdraw funds from and subsequently deposit the funds outside the Pool for investment purposes upon the County Treasurer's approval. However, such withdrawals shall be made for the entire amount of the participant's funds deposited in the Pool. Upon completion of such withdrawals, the voluntary participants will no longer be able to participate in the Pool or receive further services from the County Treasurer's Office. NO partial withdrawals from the Pool for investment purposes are permitted.

Please refer to the Withdrawal of Funds Policy, which is maintained as a separate document, for detailed guidelines and procedures.

19.0 TEMPORARY BORROWING OF POOL FUNDS

Section 6 of Article XVI of the California Constitution provides in part that "the treasurer of any city, county, or city and county shall have power and the duty to make such temporary transfers from the funds in custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by city, county, city and county, district, or other political subdivision whose funds are in custody and are paid out solely through the treasurer's office."

The County Auditor-Controller and the County Treasurer shall make a temporary transfer of funds to the requesting agency, not to exceed 85% of the amount of money which will accrue to the agency during the fiscal year, provided that the amount of such transfer has been determined by the County Auditor-Controller to be transferable under the constitutional and statutory provisions

cited in Article XVI and has been certified by the County Treasurer-Tax Collector to be available. Such temporary transfer of funds shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

20.0 INVESTMENT OF BOND PROCEEDS

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

21.0 BUSINESS CONTINUITY PLAN

The Contra Costa County Treasurer's Business Continuity Plan includes critical phone numbers and addresses of key personnel as well as active bankers and brokers/dealers. Laptops, tablets, smart phones, and other equivalent electronic devices shall be issued to key personnel for communicating between staff, bank and brokers/dealers. Copies of the plan shall be distributed to the treasury staff: the Assistant County Treasurer, the Treasurer's Investment Officer, the Treasurer's Investment Operations Analyst, the Accountant, and the Accounting Technician. The treasury staff shall interact with one another by home phone, cell phone, or e-mail to decide an alternate location from which to conduct daily operations.

In the event treasury staff is unable to conduct normal business operations, the custodial bank will automatically sweep all uninvested cash into an interest-bearing account at the end of the business day. Until normal business operations have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this investment policy.

22.0 POLICY CONSIDERATIONS

22.1 Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

22.2 Amendments

This policy shall be reviewed on an annual basis. Any changes must be approved by the County Treasurer and any other appropriate authority.

APPROVED BROKERS

Alamo Capital
Brean Capital, LLC
California Arbitrage Management Program
Daiwa Capital Markets America Inc.
Falcon Square Capital
JP Morgan Securities LLC
Mischler Financial Group
Moreton Capital Markets LLC
Public Financial Management, Incorporated
RBC Capital Markets, LLC
Stifel, Nicolaus & Company, Inc.
TD Securities (USA) LLC
UBS Financial Services, Inc.
US Bancorp Advisors
Wells Fargo Securities

Note: The County Treasury will not be limited to the above list. Others will be included as long as all conditions for authorized brokers and/or dealers set forth in this policy are met. Additionally, deletions and additions are based on many factors including the quality of services provided by the broker/dealers. The County Treasury reserves the right to delete an Approved Broker without cause and without prior notice.

APPROVED ISSUERS

American Honda Finance
Apple Inc
Australia & New Zealand Banking Group
Bank of America
Bank of Montreal
Bank of Nova Scotia
Berkshire Hathaway
BNP Paribas
Cisco Systems Inc
Citigroup
Coca-Cola Co.
Commonwealth of Bank of Australia
Credit Agricole SA
Deere & Company
Deutsche Bank Financial LLC
Prudential
General Electric Co
General Electric Capital Corp
HSBC Bank USA
Intel Corp
JP Morgan Chase & Co
Johnson & Johnson
Koch Industries, Inc.
McDonald's Corporation
MicroSoft Corp
MUFG Bank
National Australia Bank
Nestle Capital Corp
Nordea Bank AB
Oracle Corp
Pepsico Inc
PNC Bank NA
Procter & Gamble Co
Rabobank Nederland New York
Royal Bank of Canada
Societe Generale NA
Standard Chartered Bank
State Street Bank and Trust Co
Svenska Handelsbanken AB
Toronto-Dominion Bank
Toyota Motor Credit Corp
UBS Financial
U.S. Bancorp
Walmart
Walt Disney Company
Wells Fargo Bank
Westpac Banking Corp
Westamerica Bank

Note: The County Treasury may or may not invest in the Approved Issuers and will not be limited to the above list in making investments. Other issuers may be considered as the County Treasury performs additional due diligence on each investment decision. The list does not reflect the actual portfolio holdings managed by the County Treasury.

APPROVED PRIMARY DEALERS

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets, Inc.
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co. LLC
HSBC Securities (USA) Inc.
Jefferies LLC
J.P. Morgan Securities Inc.
Mizuho Securities USA Inc.
Morgan Stanley & Co. LLC
MUFG Securities Americas Inc.
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
Santander US Capital Markets LLC
SMBC Nikko Securities America, Inc.
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities LLC.
Wells Fargo Securities, LLC

Note: The above list consists of primary dealers that serve as trading counterparties of the Federal Reserve Bank of New York in its implementation of monetary policy. These primary dealers are required to participate in all auctions of U.S. government debt. Treasury Staff will perform additional due diligence on each investment decision, and hence, may or may not use the primary dealers listed above.

CONFLICT OF INTEREST CODE

For the

TREASURER-TAX COLLECTOR'S OFFICE

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 note 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 Treasurer-Tax Collector's Office of Contra Costa County.

Employees in the designated positions below shall file a Statement of Economic Interest (Form 700) with the Executive Secretary, designated as the filing officer, who will make the statements available for public inspection and reproduction. (California Government Code §81008) Upon receipt of the statements for the Treasurer-Tax Collector and positions that manage public investments, the Filing Officer will make and retain copies and forward the originals to the Contra Costa County Clerk-Recorder- Elections Department. (Government Code § 87500)

DESIGNATED POSITIONS

CLASS/JOB CODE TITLE	ASSIGNED CATEGORY
County Treasurer-Tax Collector*	1
Assistant County Treasurer	1
Treasurer's Investment Officer*	1
Treasurer' Investment Operations Analyst	1
Assistant County Tax-Collector	1
Tax Operations Supervisor	1
Executive Secretary – Exempt	2
Treasurer Oversight Committee members	2
Consultants**	1

* Pursuant to Government Code section 87314, the individuals occupying these designated positions are required to file a Form 700-Statement of Economic Interests as a public official who manages public investments within the meaning of Government Code Section 87200.

** The Treasurer-Tax Collector will determine in writing whether a consultant is hired to perform a range of duties that requires 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

General Rule

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 the Treasurer-Tax Collector.

GLOSSARY OF TERMS

ACCRUED INTEREST The accumulated interest due on a bond as of the last interest payment made by the issuer.

AGENCY A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

AMORTIZATION The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

AVERAGE LIFE The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

BANKERS ACCEPTANCES A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. The commercial bank assumes primary liability once the draft is accepted.

BASIS POINT A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of one percent of yield. For example, if interest rates increase from 8.25% to 8.50%, the difference is referred to as a 25-basis-point increase.

BENCHMARK A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investment.

BID The indicated price at which a buyer is willing to purchase a security or commodity.

BLUE SKY LAWS Common term for state securities law, which vary from state to state. Generally refers to provision related to prohibitions against fraud, dealer and broker regulations and securities registration.

BOND A bond is essentially a loan made by an investor to a division of the government, a government agency or a corporation. The bond is a promissory note to repay the loan in full at the end of a fixed time period. The date on which the principal must be repaid is called the maturity date or maturity. In addition, the issuer of the bond, that is the agency or corporation receiving the loan proceeds and issuing the promissory note, agrees to make regular payments of interest at a rate initially stated on the bond. Bonds are rated according to many factors, including cost, degree of risk and rate of income.

BOOK VALUE Refers to value of a held security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER Any person engaged in the business of effecting transaction in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

CALLABLE BOND A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for the loss of income and ownership.

CALL RISK The risk to the bondholder that a bond may be redeemed prior to maturity.

CASH SALE/PURCHASE A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CERTIFICATES OF DEPOSIT (CD) Certificates issued against funds deposited in a commercial bank for a definite period of time and earning a specified rate of return. They are issued in two forms, negotiable and non-negotiable.

CLEAN UP CALL An action of a debt instrument issuer requiring early redemption of the instrument to reduce its own administrative expenses. This normally occurs when the principal outstanding is significantly reduced to a small amount, e.g., less than 10% of the original issue.

COLLATERALIZATION Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

COMMERCIAL PAPER Short-term, unsecured promissory notes issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

CONVEXITY A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

COUPON RATE The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

CREDIT QUALITY The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD (CURRENT RETURN) A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSIP NUMBERS CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DELIVERY VERSUS PAYMENT (DVP) A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

DERIVATIVE SECURITY Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT The amount by which the par value of a security exceeds the price paid for the security.

DIVERSIFICATION A process of investing assets among a range of security types by sector, maturity, and quality rating.

DURATION A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

EARNINGS APPORTIONMENT The quarterly interest distribution of the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

ESG INVESTING Also known as "socially responsible investing," "impact investing," and "sustainable investing" refers to investing which prioritizes optimal environmental, social, and governance (ESG) factors or outcomes.

FAIR VALUE The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL FUNDS (FED FUNDS) Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE Interest rate charged by one institution lending federal funds to the other.

FEDERAL OPEN MARKET COMMITTEE (FOMC) This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FIDUCIARY An individual who holds something in trust for another and bears liability for its safekeeping.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) FINRA is an independent, nongovernmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to safeguard the investing public against fraud and bad practices." FINRA regulates the trading of equities, corporate bonds, securities futures, and options.

Unless a firm is regulated by a different self-regulatory organization, it is required to be a FINRA member firm to do business.

FLOATING RATE NOTE A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g., Treasury bills, LIBOR, etc.).

FUTURES Commodities and other investments sold to be delivered at a future date.

GOVERNMENT SECURITIES An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. *See* "Treasury Bills, Notes and Bonds."

INTEREST RATE *See* "Coupon Rate."

INTERNAL CONTROLS An internal control structure is designed to ensure that the assets of the Treasurer's Investment Pool are protected from loss, theft, or misuse, and to provide reasonable assurance that this objective is met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Internal controls should address the following points:

1. Control of collusion—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping—Securities purchased from a bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities—Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of transactions for investments and wire transfers—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. Development of a wire transfer agreement with the lead bank and third-party custodian—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

INVERSE FLOATERS An adjustable interest rate note keyed to various indices such as LIBOR, commercial paper, federal funds, treasuries and derivative structures. The defined interest rate formula is the opposite or inverse of these indices. Interest rates and pay dates may reset daily, weekly, monthly, quarterly, semi-annually or annually.

INVERTED YIELD CURVE A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

INVESTMENT COMPANY ACT OF 1940 Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

INVESTMENT POLICY A concise and clear statement of the objectives and parameters formulated by the investor or investment manager for a portfolio of investment securities.

INVESTMENT-GRADE OBLIGATIONS An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUIDITY Usually refers to the ability to convert assets (such as investments) into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF) The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MAKE WHOLE CALL A type of call provision on a bond allowing the borrower to pay off remaining debt early. The borrower has to make a lump sum payment derived from a formula based on the net present value of future coupon payments that will not be paid because of the call.

MARK TO MARKET Valuing the inventory of held securities at its current market value.

MARKET RISK The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE Price at which a security can be traded in the current market.

MASTER REPURCHASE AGREEMENT A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY The date upon which the principal of a security becomes due and payable to the holder.

MEDIUM-TERM NOTES (MTNS) Corporate debt obligations continuously offered in a broad range of maturities. MTNs were created to bridge the gap between commercial paper and corporate bonds. The key characteristic of MTNs is that they are issued on a continuous basis.

MONEY MARKET INSTRUMENTS Private and government obligations of one year or less.

MONEY MARKET MUTUAL FUNDS Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, banker's acceptances, repos and federal funds).

MUTUAL FUND An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

MUTUAL FUND STATISTICAL SERVICES Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services and Morningstar.

NEGOTIABLE CERTIFICATES OF DEPOSIT May be sold by one holder to another prior to maturity. This is possible because the issuing bank agrees to pay the amount of the deposit plus interest earned to the bearer of the certificate at maturity.

NET ASSET VALUE The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below)

[(Total assets) – (Liabilities]/(Number of shares outstanding)

NO LOAD FUND A mutual fund which does not levy a sales charge on the purchase of its shares.

NOMINAL YIELD The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

NON-NEGOTIABLE CERTIFICATES OF DEPOSIT For public funds, these certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed-maturity basis and often pay higher interest rates than are permissible on other savings or time-deposit accounts.

OFFER The price of a security at which a person is willing to sell.

OPTION A contract that provides the right, but not the obligation, to buy or to sell a specific amount of a specific security within a predetermined time period. A call option provides the right to buy the underlying security. A put option provides the right to sell the underlying security. The seller of the contracts is called the writer.

PAR Face value of principal value of a bond, typically $1,000 per bond.

PAR VALUE The stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

POSITIVE YIELD CURVE A chart formation that illustrates short-term securities having lower yields than long-term securities.

PREMIUM The amount by which the price paid for a security exceeds par value, generally representing the difference between the nominal interest rate and the actual or effective return to the investor.

PRIME RATE A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

PROSPECTUS A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

PRUDENT PERSON RULE An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

RANGE NOTES A security whose rate of return is pegged to an index. The note defines the interest rate minimum or floor and the interest rate maximum or cap. An example of an index may be federal funds. The adjustable rate of interest is determined within the defined range of the funds.

RATE OF RETURN The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond and the current income return.

REINVESTMENT RISK The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT OR RP OR REPO An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING Holding of assets (e.g., securities) by a financial institution.

SECURITIES LENDING A transaction wherein the Treasurer's Pool transfers its securities to a broker/dealer or other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

SERIAL BOND A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

SETTLEMENT DATE The date used in price and interest computations, usually the date of delivery.

SINKING FUND Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

SLUGS An acronym for State and Local Government Series. SLUGS are special United States Government securities sold by the Secretary of the Treasury to states, municipalities and other local government bodies through individual subscription agreements. The interest rates and maturities of SLUGS are arranged to comply with arbitrage restrictions imposed under Section 103 of the Internal Revenue Code. SLUGS are most commonly used for deposit in escrow in connection with the issuance of refunding bonds.

STRIPS US Treasury acronym for "separate trading of registered interest and principal of securities." Certain registered Treasury securities can be divided into separate interest and principal components, which may then be traded as separate entities.

SUPRANATIONAL Supranational is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping. Examples of supranational are International Bank for Reconstruction and Development, International Finance Corporation, European Union, and World Trade Organization.

SWAP Generally refers to an exchange of securities, with essentially the same par value, but may vary in coupon rate, type of instrument, name of issuer and number of days to maturity. The purpose of the SWAP may be to enhance yield, to shorten the maturity or any benefit deemed by the contracting parties.

TERM BONDS Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

TOTAL RETURN The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized

dividends or capital gains. This is calculated by taking the following components during a certain time period: (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

TREASURY SECURITIES Debt obligations of the United States Government sold by the Treasury Department in the form of bills, notes and bonds:

1. **Bills** Short-term obligations that mature in one year or less and are sold at a discount in lieu of paying periodic interest.
2. **Notes** Interest-bearing obligations that mature between one year and 10 years.
3. **Bonds** Interest-bearing long-term obligations that generally mature in 10 years or more.

UNIFORM NET CAPITAL RULE SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

U.S. AGENCY OBLIGATIONS Federal agency or United States government-sponsored enterprise obligations, participants, or other instruments. The obligations are issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

U.S. TREASURY OBLIGATIONS Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

VOLATILITY A degree of fluctuation in the price and valuation of securities.

"VOLATILITY RISK" RATING A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("S1+" by S&P) to those that are highly sensitive with currently identifiable market volatility risk ("S6" by S&P).

WEIGHTED AVERAGE MATURITY (WAM) The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI) A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

YIELD The current rate of return on an investment security generally expressed as a percentage of the security's current price.

YIELD-TO-CALL (YTC) The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

ZERO-COUPON SECURITY A security that makes no periodic interest payments but instead is sold at a discount from its face value.

CONTRA COSTA COUNTY

TREASURER'S

ANNUAL INVESTMENT POLICY

FISCAL YEAR 2026~~5~~-2027~~6~~

APPROVED BY THE BOARD OF SUPERVISORS
IN APRIL 2026~~5~~

The Contra Costa County Treasurer will annually present to both the Board of Supervisors (Board) and the Treasury Oversight Committee (Committee) a statement of investment policy, which the Board shall review and approve at a public meeting. Any changes in the policy shall also be reviewed and approved by the Board at a public meeting (Gov't Code §53646(a)(1)).

OFFICE OF COUNTY TREASURER-TAX COLLECTOR
625 COURTS STREET, ROOM 100
MARTINEZ, CALIFORNIA 94553


California Municipal
Treasurers Association
Investment Policy Certification
CALIFORNIA REPUBLIC
Issued on 4/24/2019
Contra Costa County
The California Municipal Treasurers Association certifies that the investment policy of the Contra Costa County complies with the current State statutes governing the investment practices of local government entities located within the State of California.
MTA
Over 50 Years of Excellence
April 24, 2019
President
Date

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1.0 PURPOSE

The purpose of this Investment Policy (Policy) is to establish cash management and investment guidelines of surplus funds entrusted to the care of the Contra Costa County Treasurer's Office (Treasurer's Office) in accordance with applicable sections of California Government Code. All portfolio activities will be judged by the standards of the Policy and its ranking of investment objectives.

2.0 SCOPE

This Policy applies to all and only funds over which the Treasurer's Office has been granted fiduciary responsibility and direct control for their management. The funds covered by this Policy are accounted for and incorporated in the Contra Costa County Annual Comprehensive Financial Report (ACFR) and include but not limited to: Government Funds (e.g. general fund, special revenue funds, debt service funds, capital project funds, and permanent fund), Proprietary Funds (e.g. enterprise funds and internal service funds), and various Trust Funds.

3.0 PARTICIPANTS

This Policy restricts deposits to those agencies mandated by California Government Code as treasury deposits. However, subject to the consent of the Treasurer's Office and in accordance with section 53684, exemptions may be granted to non-mandatory depositing agencies, if it is determined that the additional deposit provides a benefit to the investment pool as a whole while not creating unmanageable liquidity risk.

4.0 IMPLEMENTATION

In order to provide direction to those responsible for management of surplus funds, the County Treasurer has established this Policy and presented it to the Treasury Oversight Committee and the Board of Supervisors, and has made it available to the legislative body of local agencies that participates in the County Treasurer's investment program.

The Policy explains investable funds; authorized instruments; credit quality required; maximum maturities and concentrations; collateral requirements; qualifications of brokers/dealers and financial institutions doing business with, or on behalf of, the County; limits on gifts and honoraria; the reporting requirements; the Treasury Oversight Committee; the manner of apportioning interest earnings and appropriating investment costs; and the criteria to request withdrawal of funds.

5.0 OBJECTIVES

Gov't Code §53600.5: When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

5.1 Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and market risk.

5.1.a *Credit Risk*

The Treasurer will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

1. Limiting investments to the safest type of securities
2. Pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisers with which the Treasurer's Office will do business.
3. Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

5.1.b *Market Risk*

The Treasurer's Office will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

1. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
2. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

5.2 Liquidity: The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

5.3 Yield: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities may be sold prior to maturity when deemed prudent and necessary. Reasons of selling include but are not limited to:

1. **A security with declining credit may be sold early to minimize loss of principal.**
2. **A security swap would improve the quality, yield, or target duration in the portfolio.**
3. **Liquidity needs of the portfolio require that the security be sold.**
4. **Portfolio rebalancing would bring the portfolio back into compliance.**

Investments will be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

5.4 Public Trust: All investments will be in conformance with state law and county ordinances and policies. The investment of public funds is a task that must maintain the public trust.

6.0 GENERAL STRATEGY

6.1 Buy and Hold: The Treasurer will generally use the passive investment strategy known as BUY AND HOLD whereas securities are purchased with the intent of holding them to maturity. Interest income and the reinvestment of interest income usually are the only sources of return in the portfolio.

The investment program will focus on purchasing securities that will limit or reduce the potential default risk and ensure the reliability of cash flows from interest income. Generally, purchases will be laddered throughout the portfolio in order to meet the liquidity needs and reduce reinvestment risk.

7.0 STANDARD OF CARE

The following policies are designed in accordance with Government Code to provide transparency to the investment program while enhancing portfolio controls:

7.1 Prudent Investor Standard

The standard of prudence to be used by the designated representative shall be subject to the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. **"**Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part to an overall strategy, investments may be acquired as authorized by law." (Gov't Code §53600.3.)

For the investment of county funds in a county treasury, Government Code Section 27000.3 establishes the board of supervisors as a fiduciary that is subject to the prudent investor standard unless it delegates its investment duties to the county treasurer. For local agency funds invested in the county treasury pool, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

7.2 Ethics and Conflicts of Interest

Investment officials shall refrain from personal business activity that could conflict with proper execution and management of the Policy and investment program, or which could impair their ability to make impartial decisions. Please refer to the Contra Costa County Treasurer-Tax Collector's Conflict of Interest Code for further explanation of the prohibited activities, and their enforcements and exceptions.

7.3 Limits on Honoraria, Gifts, and Gratuities

In accordance with California Government Code Section 27133(d), this Policy establishes limits for the Director of Finance; individuals responsible for management of the portfolios; and members of the Investment Group and Review Group who direct individual investment decisions, select individual investment advisors and brokers/dealers, and conduct day-to-day investment trading activity. The limits also apply to members of the Oversight Committee. Any individual who receives an aggregate total of gifts, honoraria and gratuities in excess of $50 in a calendar year from a broker/dealer, bank or service provider to the Pooled Investment Fund must report the gifts, dates and firms to the designated filing official and complete the appropriate State forms.

No individual may receive aggregate gifts, honoraria, and gratuities in a calendar year in excess of the amount specified in Section 18940.2(a) of Title 2, Division 6 of the California Code of Regulations. This limitation is $630 for the period January 1, 2025, to December 31, 2026. Any violation must be reported to the State Fair Political Practices Commission.

7.4 Delegation of Authority

7.4.a Subject to Section 53607, the board of supervisors may, by ordinance, delegate to the county treasurer the authority to invest or reinvest the funds of the county and the funds of other depositors in the county treasury, pursuant to Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5. The county treasurer shall thereafter assume full responsibility for those transactions until the board of supervisors either revokes its delegation of authority, by ordinance, or decides not to renew the annual delegation, as provided in Section 53607 (Gov't Code §27000.1). For local agency funds invested in the county treasury pool, the county treasurer serves as a fiduciary and is subject to the prudent investor standard.

7.4.b Responsibility for the operation of the investment program is hereby delegated to the County Treasurer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures include references to the following: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the County Treasurer.

7.5 Treasury Oversight Committee

In compliance with a Board Order of the Contra Costa County Board of Supervisors, the County Contra Costa County Treasury Oversight Committee was established in November 6 of 1995. The intent of the Committee is to allow local agencies, including school districts, as well as the public, to participate in reviewing the policies that guide the investment of public funds. The mandate for the existence of the Committee was suspended in 2004 by the State of California; however, the Committee serves an important function and the Treasurer's Office has elected to continue the program.

7.5.a The Committee shall annually review and monitor the County's Investment Policy.

7.5.b The Committee shall cause an annual audit to determine the County Treasurer's compliance with the Investment Policy and all investment funds in the county Treasury.

8.0 SAFEKEEPING AND CUSTODY

8.1 Delivery vs. Payment: All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the County Treasurer's safekeeping institution prior to the release of funds.

8.2 Third-party Safekeeping: Securities will be held by an independent third-party safekeeping institution selected by the County Treasurer. All securities will be evidenced by safekeeping receipts in the County's name or in a name designated by the County Treasurer. The safekeeping institution shall annually provide a copy of its most recent report on internal controls - Service Organization Control Reports (formerly 70, or SAS 70) prepared in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (effective June 15, 2011.)

8.2.a A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered or non-registered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisors, consultants or managers using the agency's funds, by book entry, physical delivery or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book-entry account may be used for book-entry delivery. For purposes of this section, "counterparty" means the other party to the transaction. A

counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term of remaining maturity at the time of the investment, no investment shall be made in any security other than a security underlying a repurchase or reverse repurchase agreement authorized by this section.

8.2.b In compliance with this section, the securities of Contra Costa County and its agencies shall be in safekeeping at The Bank of New York Trust Company, N. A., a counterparty bank's trust department or as defined in the debt indenture and contract.

8.3 Internal Controls: The County Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Treasurer are protected from loss, theft or misuse. Specifics for the internal controls shall be documented in an investment procedures manual that shall be reviewed and updated periodically by the County Treasurer.

The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgements by management.

As part of the internal controls, the investment portfolio managed by the County Treasurer shall be audited annually by both internal and external auditors.

9.0 AUTHORIZED BROKERS/DEALERS AND FINANCIAL INSTITUTIONS

9.1 All transactions initiated on behalf of the Pooled Investment Fund and Contra Costa County shall be executed only through one of the following:

1. Government security dealers reporting as primary dealers to the Market Reports Division of the Federal Reserve Bank of New York;
2. Banks and financial institutions that directly issue their own securities which have been placed on the Approved List of Brokers/Dealers and Financial Institutions;
3. Brokers/dealers in the State of California approved by the County Treasurer based on the reputation and expertise of the company and individuals employed.

Brokers/dealers and financial institutions which have exceeded the political contribution limits as contained in Rule G-37 of the Municipal Securities Rulemaking Board within a four-year period to the County Treasurer or a member of the governing board of a local agency or any candidate for those offices, are prohibited from the Approval List of Brokers/Dealers and Financial Institutions.

9.2 Qualifications: All financial institutions and brokers/dealers who desire to become qualified for investment transactions must complete Contra Costa County Treasurer's Office Broker/Dealer Due Diligence Questionnaire which can be obtained at www.cctax.us. An annual review of the approved brokers/dealers will be conducted by the Treasurer's Office. The Treasurer's Office may request additional documents from the brokers/dealers during the annual review. A brokers/dealer may be deleted from the Approved Brokers list without cause and without prior notification.

9.3 List of Approved Financial Institutions, Security Brokers and Dealers
A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security brokers/dealers selected for creditworthiness and qualifications stated in section 9.2. However, the County Treasury will not be limited to the financial institutions and brokers/dealers on the list. Others will be included as

long as conditions for authorized financial institutions and brokers/dealers set forth in this Policy are met. Additionally, deletions and additions are based on the maintenance of required credit quality as rated by a nationally recognized statistical-rating organization (NRSRO) or reliable financial sources.

10.0 SUITABLE AND AUTHORIZED INVESTMENTS

10.1 Authorized Investment Types: (Gov't Code §53600 et seq.) The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in the investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage and/or rating limitation for a particular category of investment, that percentage and/or rating are applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

10.1.a Bonds issued by the local agencies, including bonds payable solely out of the revenues from a revenue-producing property, owned, controlled, or operated by the local agency or by a department, board, agency or authority of the local agency.

10.1.b United States Treasury notes, bonds, bills or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

10.1.c Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency or authority of the state.

10.1.d Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

10.1.e Bonds, notes, warrants or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency or authority of the local agency.

10.1.f Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

10.1.g **Banker's acceptances otherwise known as bills of exchange or time drafts** drawn on and accepted by a commercial bank. Purchases of banker's acceptances may not exceed 180 days' maturity or 40 percent of the agency's money that may be invested pursuant to this section. However, no more than 30 percent of the agency's money may be invested in banker's acceptances of any one commercial bank pursuant to this section. This subdivision does not preclude a municipal utility district from investing any money in its treasury in any manner authorized by the Municipal Utility District Act (Division 6, commencing with Section 11501, of the Public Utilities Code).

10.1.h **Commercial paper** of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

1. The entity meets the following criteria:

A. Is organized and operating in the United States as a general corporation.

B. Has total assets in excess of five hundred million dollars ($500,000,000).

C. Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by a nationally recognized statistical-rating organization (NRSRO).

2. The entity meets the following criteria:

A. Is organized within the United States as a special purpose corporation, trust, or limited liability company.

B. Has program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond.

C. Has commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical-rating organization (NRSRO).

Eligible commercial paper shall have a maximum maturity of 397~~270~~ days or less. Local agencies, other than counties or a city and county, that have less than one hundred million dollars ($100,000,000) of investment assets under management, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, that have one hundred million dollars ($100,000,000) or more of investment assets under management may invest no more than 40 percent of their moneys in eligible commercial paper. A local agency, other than a county or a city and a county, may invest no more than 10 percent of its total investment assets in the commercial paper and the medium-term notes of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635:

i. Not more than 40 percent of the local agency's money may be invested in eligible commercial paper.

ii. Not more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer's commercial paper.

10.1.i **Negotiable certificates of deposit** issued by a nationally- or state-chartered bank or a savings association or federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's money that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposits do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section

53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the money are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or any person with investment decision making authority in the administrative office, manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

10.1.j Repurchase and reverse repurchase agreements

1. Investments in ***repurchase agreements*** or ***reverse repurchase agreements*** of any securities authorized by this section, provided that the agreements are subject to this subdivision, including the delivery requirements specified in this section, and that a signed Master Repurchase Agreement is on file in the Treasurer's Office for all financial institutions that enter into a repurchase agreement with Contra Costa County.

2. Investments in repurchase agreements may be made on any investment authorized in this section when the term of the agreement does not exceed one year. The market value of securities that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

3. Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

   A. The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

   B. The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

   C. The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

   D. Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

4. Prior approval of the governing body; only with primary dealers:

A. Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

B. For purposes of this policy, "significant banking relationship" means any of the following activities of a bank:

i. Involvement in the creation, sale, purchase, or retirement of a local agency's bonds, warrants, notes, or other evidence of indebtedness.

ii. Financing of a local agency's activities.

iii. Acceptance of a local agency's securities or funds as deposits.

5. Definitions and terms of repos, securities and securities lending:

A. "Repurchase agreement" means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank's customer book-entry account may be used for book-entry delivery.

B. "Securities," for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

C. "Reverse repurchase agreement" means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

D. "Securities lending agreement" means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

E. For purposes of this section, the base value of the local agency's pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

F. For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

10.1.k **Medium-term notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include

other instruments authorized by this section and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

10.1.l Shares of beneficial interest

1. Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

2. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (l5 U.S.C. Sec. 80a-1 et seq.).

3. If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

   A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

   B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

4. If investment is in shares issued pursuant to paragraph (2), the company shall have met the following criteria:

   A. Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.

   B. Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (o), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

5. The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge and shall not exceed 20 percent of the agency's money that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

10.1.m Moneys held by a trustee or fiscal agent and pledged to the payment of security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are not specific statutory provision, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

10.1.n **Notes, bonds, or other obligations that are at all times secured by a valid first-priority security interest** in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

10.1.o **Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond**. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by a NRSRO and have a maximum remaining maturity of 5 years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus money that may be invested pursuant to this section.

10.1.p **Shares of beneficial interest issued by a joint power authority** organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (n), (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing shares shall have retained an investment adviser that meets all of the following criteria:

1. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
2. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n), (q), inclusive.
3. The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

10.1.q **United States dollars denominated senior unsecured unsubordinated obligations** issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

11.0 RESTRICTIONS AND PROHIBITIONS

11.1 Restrictions set by the Treasurer

11.1.a All investments purchased by the Treasurer's Office shall be of investment grade. The minimum credit rating of purchased investments shall be as defined by Government Code 53600 et. seq.

11.1.b All legal securities issued by a tobacco-related company are prohibited. A tobacco-related company is defined as 1) an entity that makes smoking products from tobacco used in cigarettes, cigars and/or snuff, or for smoking in pipes or 2) a company that has total revenues of 15 percent or more from the sale of such tobacco products. The tobacco-related issuers restricted from any investment are Alliance One, Altria Group, Inc., Auri Inc., British American Tobacco PLC, Imperial Tobacco Group PLC, Kirin International

Holding Inc., Lorillard, Philip Morris International, Reynolds American, Inc., Schweitzer-Mauduit International Inc., Smokefree Innotec Inc., Star Scientific Inc., Universal Corp., and Vector Group, Ltd. The Treasury staff will update the list of tobacco-related companies when necessary.

11.1.c Debt instruments issued by the following fossil fuel companies are prohibited from being invested directly by the Treasury Pool managed by Treasurer's Office: Chevron, Exxon Mobil, Total Energies SE, BP PLC, Marathon Petroleum, Shell PLC, Valero Energy Corporation, Phillips 66. The Treasurer's Office will update the list of fossil fuel companies when necessary.

11.1.d Financial futures or financial option contracts will each be approved on a per trade basis by the County Treasurer.

11.1.e Reverse repurchase agreements will be used strictly for the purpose of supplementing income with a limit of 10 percent of the total portfolio with prior approval of the Treasurer.

11.1.f SBA loans require prior approval from the Treasurer in every transaction.

11.1.g Securities purchased through brokers will be held in safekeeping at The Bank of New York Trust Company, N.A. or as designated by the specific contract(s) for government securities and tri-party repurchase agreements.

11.1.h Swaps and Trades will each be approved on a per-trade basis by Treasurer or Assistant Treasurer.

11.2 Prohibitions by Government Code (§53601.6)

11.2.a A local agency shall not invest any funds pursuant to this Article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

11.2.b (1) Except as provided in paragraph (2), a local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero-interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.~~Government Code Section 53600, et. seq.~~

(2) Notwithstanding the prohibition in paragraph (1), a local agency may invest in securities issued by, or backed by, the United States government that could result in zero- or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. A local agency may hold these instruments until their maturity dates.

11.2.c This section shall remain in effect only until January 1, 2031~~26~~, and as of that date is repealed.

11.2.d A local agency shall not invest any funds pursuant to this Article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

11.2.e A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero-interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency

investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.) that are authorized for investment pursuant to subdivision (I) of Section 53601.

11.2.f This section shall become operative on January 1, 2031.

~~**11.2.c**~~

12.0 INVESTMENT PARAMETERS

12.1 **Diversification:** Investments shall be diversified to minimize the risk of loss and to maximize the rate of return by:

1. Limiting investment to avoid overconcentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
2. Limiting investment in securities that have higher credit risks,
3. Investing in securities with varying maturities, and
4. Continuously investing a portion of the portfolio in readily available funds such as investment pools, money market funds, or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

12.2 **Maximum Maturities:** To the extent possible, the County Treasurer shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Treasurer will not directly invest in securities maturing more than five (5) years from the date of purchase (specifically the settlement date) or in accordance with state and local statutes and ordinances. The Treasurer shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LAIF, money market funds, or overnight products to ensure that appropriate liquidity is maintained to meet ongoing obligations.

12.3 **Exception to Maximum Maturity**: In accordance with Government Code, the County Treasurer retains the right to petition the Board of Supervisors for approval to invest in securities with a final maturity in excess of five years. The Board of Supervisors adoption of any resolution allowing maturities beyond five years shall be considered an allowed modification to this policy and any investments made in accordance with the modification shall be allowable under this policy.

12.4 **Investment Criteria[1]:** All limitations set forth in this Policy are applicable only at the time of purchase. The County Treasurer has the full discretion to rebalance the portfolio when it is out of compliance owing to various reasons, such as market fluctuation.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Bonds issued by local agencies	100%	5 years	100%	
U.S. Treasury Obligations	100%	5 years	100%	
Registered State Warrants, and CA Treasury Notes and bonds	100%	5 years	100%	

[1] The rating requirement for each investment type is referenced in the relevant sections of California Government Code.

INVESTMENT TYPE	MAXIMUM % of PORTFOLIO	MAXIMUM MATURITY	MAXIMUM % of ISSUE	OTHER RESTRICTIONS
Registered Treasury Notes or Bonds of any of the other 49 state in addition to CA	100%	5 years	100%	
Bonds and Notes issued by other local agencies in California	100%	5 years	100%	
Obligations of U.S. Agencies or government sponsored enterprises	100%	5 years	100%	
Bankers Acceptances) Domestic: ($5B min. assets) Foreign: ($5B min. assets)	 40% 40%	 180 days 180 days	30% Aggregate 5% Aggregate	
Commercial paper	40%	270 days or less	10% Aggregate	No more than 10 % of the local agency's money may be invested in the commercial paper of any single issuer.
Negotiable Certificates of Deposit ($5 billion minimum assets)	30%	5 years	10% Aggregate	
Repurchase Agreements secured by U.S. Treasury or agency obligation (102% collateral)	100%	1 year	See limitations for Treasuries and Agencies above	Generally limited to Wells Fargo Bank, Bank of America or other institutions with whom the County treasury has executed tri-party agreements. Collateral will be held by a third party to the transaction that may include the trust department of particular banks. Collateral will be only securities that comply with Government Code
Reverse Repurchase Agreements and Securities Lending Agreements	20%	92 days	See limitations for Treasuries and Agencies above	
Corporate bonds, Medium Term Notes & Covered	30%	5 years	10% Aggregate	No more than 10 % of the local agency's money may be invested in the medium-term notes of any single issuer.
Shares of beneficial interest issued by diversified mgt. companies	20%	N/A	10% Aggregate	
Moneys held by a trustee or fiscal agent	20%	N/A		
Collateralized Notes, Bonds, Time Deposits, or other obligations	15%	5 years	5% Aggregate	Collateralized by the eligible securities at a percentage specified in Government Code
Mrtg Backed Securities/CMO's: Asset Backed Securities	20% 20%	5 Years 5 Years	5% Aggregate	No Inverse Floaters No Range Notes No Interest only strips derived from a pool of mortgages
Joint Powers Authority (JPA)	As limited by JPA	N/A	As limited by JPA	
Supranational obligations	30%	5 Years	100%	Rated "AA" or better by an NRSRO
Local Agency Investment Fund (LAIF)	As Limited by LAIF	N/A	As limited by LAIF	

13.0 EXTERNALLY MANAGED INVESTMENT POOLS, MUTUAL FUNDS AND SEPARATE ACCOUNTS

The County Treasurer may invest a portion of the investment pool assets in investment pools, mutual funds, and separate account investment funds managed by the external investment managers. A

thorough due diligence shall be conducted on the external investment managers and the pool/funds prior to investing, and on a continual basis.

14.0 PORTFOLIO MANAGEMENT ACTIVITY

14.1 Passive Portfolio Management:

(See Section 6.0., General Strategy)

14.2 Purchase of Investment Securities:

Investment Securities will be purchased in the most cost effective and efficient manner by using a competitive bidding process. However, the investment securities may or may not carry the highest coupon or yield at the time of purchase after taking into consideration the various limitations of the Investment Policy and risks.

ESG investments may be considered so long as such investments achieve equivalent safety, liquidity, and yield compared to other investment opportunities.

14.3 Reviewing and Monitoring of the Portfolio:

The portfolio is closely monitored on a regular basis for compliance purposes. Both monthly and quarterly reports will review portfolio investments to ensure they are kept track of in a timely manner. The reports will also monitor the County Treasurer's investment practices and the results of such practices.

14.4 Portfolio Adjustments:

Certain actions may be taken if the portfolio becomes out of compliance. For instance, should a concentration limitation be exceeded due to an incident such as a fluctuation in portfolio size, the affected securities may be held to maturity to avoid losses; however, the County Treasurer may choose to rebalance the portfolio earlier to bring it back into compliance if the portfolio will not suffer any losses for selling the investment prior to maturity.

14.5 Performance Standards:

The investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks, such as 6-month US Treasury Bill, Fed Funds Rates Index, may be referenced for comparison purposes. However, the benchmarks may change as appropriate based on the duration of the investment pool and/or cash flow requirements.

15.0 REPORTING

15.1 Methodology: The County Treasurer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the County Treasurer to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report shall be provided to the Chief Administrative Officer, the County Auditor, the Board of Supervisors, Treasury Oversight Committee and any pool participants [Government Code 27133(e), and 53646(b)]. The report will include the following:

1. The type of investment, issuer, date of maturity, par and dollar amount invested on all securities, investments and money held by the County Treasurer.
2. A description of any of the local agency's funds, investments, or programs that are under the management of contracted parties, including lending programs.

3. A current market value as of the date of the report of all securities held by the local agency, and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund, and the source of this same valuation.

4. A statement that the portfolio is in compliance with the investment policy, or the manner in which the portfolio is not in compliance.

5. A statement denoting the ability of the County Treasurer to meet its pool's expenditure requirements for the next six months, or an explanation as to why sufficient money may not be available.

6. Listing of individual securities by type and maturity date held at the end of the reporting period.

   A. PLEDGE REPORT: Any securities that are pledged or loaned for any purpose shall be reported in the Quarterly Investment Report. The transaction details will be provided, including purpose, beginning and termination dates and all parties to the contract. The security descriptions as to type, name, maturity date, coupon rate, CUSIP and other material information will be included.

   B. REVERSE REPURCHASE AGREEMENTS REPORT: All reverse repurchase agreements entered into, whether active or inactive by the end of each quarter, shall be reported in the Treasurer's Quarterly Investment Report.

7. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.

8. Average maturity and duration of portfolio on investments as well as the yield to maturity of the portfolio as compared to applicable benchmarks.

9. Percentage of the total portfolio which each type of investment represents.

10. Whatever additional information or data may be required by the legislative body of the local agency.

15.2 Marking to Market: The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that a review of the investment portfolio, in terms of value and price volatility, has been performed on a regular basis.

16.0 COMPENSATION

In accordance with Government Code §§27013 and 53684, the County Treasurer will charge all pool participants for administrative and overhead costs. Costs include, but are not limited to, employee salaries and benefits, portfolio management, bank and custodial fees, software maintenance fees and other indirect costs incurred from handling and managing funds. In addition, when applicable, the costs associated with the Treasury Oversight provisions of Government Code §§ 27130-27137 shall be included as administrative costs. Costs will be deducted from interest earnings on the pool prior to apportioning and payment of interest. The County Treasurer shall annually prepare a proposed budget providing a detailed itemization of all estimated costs which comprise the administrative fee charged in accordance with Government Code §27013. The administrative fee will be subject to change. Fees will be deducted from interest earnings.

16.1 Deduction of Costs: At the discretion of the County Treasurer, the County Treasurer may deduct actual administrative costs and may make any adjustments from the interest earnings

and apportions the remaining earnings to all participants based on the positive average daily balance (Government Code 53684(b)).

16.2 Directed Investments Costs: At the discretion of the County Treasurer, the County Treasurer may deduct from interest earnings the actual administrative costs of such directed investments (Government Code §27013).

17.0 CALCULATING AND APPORTIONING POOL EARNINGS

The Investment Pool Fund is comprised of monies from multiple units of the County, agencies, school districts and special districts. Each entity has unique cash flow demands, which dictate the type of investments the Treasurer's Office may purchase. To ensure parity among the pool members when apportioning interest earnings, the following procedures have been developed:

1. Interest is apportioned on at least a quarterly basis in accordance with Government Code §53684.
2. Interest is apportioned to pool participants based on the participant's average daily fund balance and the total average daily balance of deposits in the investment pool.
3. Interest is calculated on a cash basis for all investments in the County Treasurer's investment pool and reported to the Auditor-Controller for distribution into the funds of the participants.
4. Interest earned on the directed investments is credited to pool participants on a cash basis. Administrative costs are determined annually by the County Treasurer based on actual administrative and overhead costs incurred in the previous year.
5. The negative average daily fund balance will be charged interest at the rate of interest that is being apportioned.

18.0 DEPOSITS AND WITHDRAWALS IN THE TREASURY

18.1 Deposit by Voluntary Participants

Following are the terms and conditions for depositing funds for investment purposes by voluntary participants, i.e. entities that are not legally required to deposit their funds in the County Treasury.

18.1.a Resolution by the County Board of Supervisors authorizing the acceptance of outside participants by the County Treasury.

18.1.b Resolution by the legislative or governing body of the local agency (voluntary participant) authorizing the investment of funds pursuant to Government Code 53684.

18.2 Withdrawal Request

The Treasurer's Office has established the Withdrawal of Funds Policy for all Treasury Investment Pool participants who seek to withdraw funds from the County Treasury Investment Pool for various purposes. In accordance with California State Government Code Section 27136, all participants having funds on deposit in the Pool and seeking to withdraw their funds, shall first submit a formal written request to the County Treasurer. The County Treasurer shall evaluate the withdrawal proposals of all Pool participants upon receipt of the written requests. The evaluation process may take up to 30 days. The County Treasurer reserves the right to reject any request for withdrawal if it is in the Treasurer's opinion after thorough evaluation, that the withdrawal will violate applicable laws and/or governing documents, compromise Treasurer's fiduciary responsibility, adversely impact the stability of the Pool, or harm the interests of any Pool Participant. Such rejection shall prevent the withdrawal of the funds.

Typically, participants make withdrawals for the following two reasons: a) regular operations and b) investing or depositing funds outside the Pool in accordance with California State Government

Code Section 27136 (a). The County Treasurer seeks to honor all written withdrawal requests for regular operating purposes that are approved by the County Auditor-Controller's Office in a timely fashion. However, the County Treasurer recognizes that occasionally the Pool participants may request large amounts in withdrawals to cover unexpected operational needs. To accommodate such withdrawals and allow for adequate time for adjustments to the liquidity position of the Pool, the County Treasurer expects all Pool Participants to submit their written requests within the following timeframes:

i) Withdrawals of Up to $1 million – prior to 8:00 a.m. for same day disbursement

ii) Withdrawals of between $1 million to $10 million – 1 business day in advance of disbursement

iii) Withdrawals of more than $10 million – 3 business day in advance of disbursement

Withdrawals of investment deposits from the County Treasury Investment Pool by any Pool participant shall coincide with investment maturities and/or authorized sale of securities by authorized personnel of the Pool Participant. Except for funds in the California State Local Agency Investment Fund, a five-business-days notification may be required when authorized sale of securities is involved. In the event that the Treasurer must liquidate investments in order to honor the withdrawal request, the Participant who requests the withdrawal shall be subject to all expenses associated with the liquidation, including, but not limited to loss of principal and interest income, withdrawal penalties, and associated fees.

To maintain full fiduciary responsibility for investment and administration of the Pool, the County Treasurer shall NOT permit statutory participants to withdraw funds from and subsequently deposit the funds outside the Pool for the purpose of investments without prior approval of the County Treasurer. As permitted by the Government Code Section 53635, upon request the County Treasurer may enter into an investment agreement with a third-party investment manager on behalf of statutory participants. However, the funds shall remain in the Pool during the entire agreement period under the care of the custodian bank retained by the County Treasurer.

Voluntary participants may withdraw funds from and subsequently deposit the funds outside the Pool for investment purposes upon the County Treasurer's approval. However, such withdrawals shall be made for the entire amount of the participant's funds deposited in the Pool. Upon completion of such withdrawals, the voluntary participants will no longer be able to participate in the Pool or receive further services from the County Treasurer's Office. NO partial withdrawals from the Pool for investment purposes are permitted.

Please refer to the Withdrawal of Funds Policy, which is maintained as a separate document, for detailed guidelines and procedures.

19.0 TEMPORARY BORROWING OF POOL FUNDS

Section 6 of Article XVI of the California Constitution provides in part that "the treasurer of any city, county, or city and county shall have power and the duty to make such temporary transfers from the funds in custody as may be necessary to provide funds for meeting the obligations incurred for maintenance purposes by city, county, city and county, district, or other political subdivision whose funds are in custody and are paid out solely through the treasurer's office."

The County Auditor-Controller and the County Treasurer shall make a temporary transfer of funds to the requesting agency, not to exceed 85% of the amount of money which will accrue to the agency during the fiscal year, provided that the amount of such transfer has been determined by the County Auditor-Controller to be transferable under the constitutional and statutory provisions cited in Article XVI and has been certified by the County Treasurer-Tax Collector to be available.

Such temporary transfer of funds shall not be made prior to the first day of the fiscal year nor after the last Monday in April of the current fiscal year.

20.0 INVESTMENT OF BOND PROCEEDS

The County Treasurer shall invest bond proceeds using the standards of this Investment Policy. The bond proceeds will be invested in securities permitted by the bond documents. If the bond documents are silent, the bond proceeds will be invested in securities permitted by this Policy.

21.0 BUSINESS CONTINUITY PLAN

The Contra Costa County Treasurer's Business Continuity Plan includes critical phone numbers and addresses of key personnel as well as active bankers and brokers/dealers. Laptops, tablets, smart phones, and other equivalent electronic devices shall be issued to key personnel for communicating between staff, bank and brokers/dealers. Copies of the plan shall be distributed to the treasury staff: the Assistant County Treasurer, the Treasurer's Investment Officer, the Treasurer's Investment Operations Analyst, the Accountant, and the Accounting Technician. The treasury staff shall interact with one another by home phone, cell phone, or e-mail to decide an alternate location from which to conduct daily operations.

In the event treasury staff is unable to conduct normal business operations, the custodial bank will automatically sweep all uninvested cash into an interest-bearing account at the end of the business day. Until normal business operations have been restored, the limitations on the size of an individual issuer and the percentage restrictions by investment type would be allowed to exceed those approved in this investment policy.

22.0 POLICY CONSIDERATIONS

22.1 Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

22.2 Amendments

This policy shall be reviewed on an annual basis. Any changes must be approved by the County Treasurer and any other appropriate authority.

APPROVED BROKERS

Alamo Capital
Brean Capital, LLC
California Arbitrage Management Program
Daiwa Capital Markets America Inc.
Falcon Square Capital
JP Morgan Securities LLC
Mischler Financial Group
Moreton Capital Markets LLC
Public Financial Management, Incorporated
RBC Capital Markets, LLC
Stifel, Nicolaus & Company, Inc.
TD Securities (USA) LLC
UBS Financial Services, Inc.
US Bancorp Advisors
Wells Fargo Securities

Note: The County Treasury will not be limited to the above list. Others will be included as long as all conditions for authorized brokers and/or dealers set forth in this policy are met. Additionally, deletions and additions are based on many factors including the quality of services provided by the broker/dealers. The County Treasury reserves the right to delete an Approved Broker without cause and without prior notice.

APPROVED ISSUERS

American Honda Finance
Apple Inc
Australia & New Zealand Banking Group
Bank of America
Bank of Montreal
Bank of Nova Scotia
Berkshire Hathaway
BNP Paribas
Cisco Systems Inc
Citigroup
Coca-Cola Co.
Commonwealth of Bank of Australia
Credit Agricole SA
Deere & Company
Deutsche Bank Financial LLC
Prudential
General Electric Co
General Electric Capital Corp
HSBC Bank USA
Intel Corp
JP Morgan Chase & Co
Johnson & Johnson
Koch Industries, Inc.
McDonald's Corporation
MicroSoft Corp
MUFG Bank
National Australia Bank
Nestle Capital Corp
Nordea Bank AB
Oracle Corp
Pepsico Inc
PNC Bank NA
Procter & Gamble Co
Rabobank Nederland New York
Royal Bank of Canada
Societe Generale NA
Standard Chartered Bank
State Street Bank and Trust Co
Svenska Handelsbanken AB
Toronto-Dominion Bank
Toyota Motor Credit Corp
UBS Financial
U.S. Bancorp
Walmart
Walt Disney Company
Wells Fargo Bank
Westpac Banking Corp
Westamerica Bank

Note: The County Treasury may or may not invest in the Approved Issuers and will not be limited to the above list in making investments. Other issuers may be considered as the County Treasury performs additional due diligence on each investment decision. The list does not reflect the actual portfolio holdings managed by the County Treasury.

APPROVED PRIMARY DEALERS

ASL Capital Markets Inc.
Bank of Montreal, Chicago Branch
Bank of Nova Scotia, New York Agency
BNP Paribas Securities Corp.
Barclays Capital Inc.
BofA Securities, Inc.
Cantor Fitzgerald & Co.
Citigroup Global Markets, Inc.
Daiwa Capital Markets America Inc.
Deutsche Bank Securities Inc.
Goldman, Sachs & Co. LLC
HSBC Securities (USA) Inc.
Jefferies LLC
J.P. Morgan Securities Inc.
Mizuho Securities USA Inc.
Morgan Stanley & Co. LLC
MUFG Securities Americas Inc.
NatWest Markets Securities Inc.
Nomura Securities International, Inc.
RBC Capital Markets, LLC
Santander US Capital Markets LLC
SMBC Nikko Securities America, Inc.
Societe Generale, New York Branch
TD Securities (USA) LLC
UBS Securities LLC.
Wells Fargo Securities, LLC

Note: The above list consists of primary dealers that serve as trading counterparties of the Federal Reserve Bank of New York in its implementation of monetary policy. These primary dealers are required to participate in all auctions of U.S. government debt. Treasury Staff will perform additional due diligence on each investment decision, and hence, may or may not use the primary dealers listed above.

CONFLICT OF INTEREST CODE

For the

TREASURER-TAX COLLECTOR'S OFFICE

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 note 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 Treasurer-Tax Collector's Office of Contra Costa County.

Employees in the designated positions below shall file a Statement of Economic Interest (Form 700) with the Executive Secretary, designated as the filing officer, who will make the statements available for public inspection and reproduction. (California Government Code §81008) Upon receipt of the statements for the Treasurer-Tax Collector and positions that manage public investments, the Filing Officer will make and retain copies and forward the originals to the Contra Costa County Clerk-Recorder- Elections Department. (Government Code § 87500)

DESIGNATED POSITIONS

CLASS/JOB CODE TITLE	ASSIGNED CATEGORY
County Treasurer-Tax Collector*	1
Assistant County Treasurer	1
Treasurer's Investment Officer*	1
Treasurer' Investment Operations Analyst	1
Assistant County Tax-Collector	1
Tax Operations Supervisor	1
Executive Secretary – Exempt	2
Treasurer Oversight Committee members	2
Consultants**	1

* Pursuant to Government Code section 87314, the individuals occupying these designated positions are required to file a Form 700-Statement of Economic Interests as a public official who manages public investments within the meaning of Government Code Section 87200.

** The Treasurer-Tax Collector will determine in writing whether a consultant is hired to perform a range of duties that requires 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

General Rule

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 the Treasurer-Tax Collector.

GLOSSARY OF TERMS

ACCRUED INTEREST The accumulated interest due on a bond as of the last interest payment made by the issuer.

AGENCY A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee. An example of federal agency is the Government National mortgage Association (GNMA). An example of a FSA is the Federal National Mortgage Association (FNMA).

AMORTIZATION The systematic reduction of the amount owed on a debt issue through periodic payments of principal.

AVERAGE LIFE The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

BANKERS ACCEPTANCES A time bill of exchange drawn on and accepted by a commercial bank to finance the exchange of goods. When a bank "accepts" such a bill, the time draft becomes, in effect, a predated, certified check payable to the bearer at some future specified date. The commercial bank assumes primary liability once the draft is accepted.

BASIS POINT A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of one percent of yield. For example, if interest rates increase from 8.25% to 8.50%, the difference is referred to as a 25-basis-point increase.

BENCHMARK A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investment.

BID The indicated price at which a buyer is willing to purchase a security or commodity.

BLUE SKY LAWS Common term for state securities law, which vary from state to state. Generally refers to provision related to prohibitions against fraud, dealer and broker regulations and securities registration.

BOND A bond is essentially a loan made by an investor to a division of the government, a government agency or a corporation. The bond is a promissory note to repay the loan in full at the end of a fixed time period. The date on which the principal must be repaid is called the maturity date or maturity. In addition, the issuer of the bond, that is the agency or corporation receiving the loan proceeds and issuing the promissory note, agrees to make regular payments of interest at a rate initially stated on the bond. Bonds are rated according to many factors, including cost, degree of risk and rate of income.

BOOK VALUE Refers to value of a held security as carried in the records of an investor. May differ from current market value of the security.

BROKER/DEALER Any person engaged in the business of effecting transaction in securities in this state for the account of others or for her/his own account. Broker/dealer also includes a person engaged in the regular business of issuing or guaranteeing options with regard to securities not of her/his own issue.

CALLABLE BOND A bond issue in which all or part of its outstanding principal amount may be redeemed before maturity by the issuer under specified conditions.

CALL PRICE The price at which an issuer may redeem a bond prior to maturity. The price is usually at a slight premium to the bond's original issue price to compensate the holder for the loss of income and ownership.

CALL RISK The risk to the bondholder that a bond may be redeemed prior to maturity.

CASH SALE/PURCHASE A transaction which calls for delivery and payment of securities on the same day that the transaction is initiated.

CERTIFICATES OF DEPOSIT (CD) Certificates issued against funds deposited in a commercial bank for a definite period of time and earning a specified rate of return. They are issued in two forms, negotiable and non-negotiable.

CLEAN UP CALL An action of a debt instrument issuer requiring early redemption of the instrument to reduce its own administrative expenses. This normally occurs when the principal outstanding is significantly reduced to a small amount, e.g., less than 10% of the original issue.

COLLATERALIZATION Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

COMMERCIAL PAPER Short-term, unsecured promissory notes issued in either registered or bearer form and usually backed by a line of credit with a bank. Maturities do not exceed 270 days and generally average 30-45 days.

CONVEXITY A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

COUPON RATE The annual rate of interest received by an investor from the issuer of certain types of fixed-income securities. Also known as the "interest rate."

CREDIT QUALITY The measurement of the financial strength of a bond issuer. This measurement helps an investor to understand an issuer's ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality ratings are provided by nationally recognized rating agencies.

CREDIT RISK The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

CURRENT YIELD (CURRENT RETURN) A yield calculation determined by dividing the annual interest received on a security by the current market price of that security.

CUSIP NUMBERS CUSIP is an acronym for Committee on Uniform Security Identification Procedures. CUSIP numbers are identification numbers assigned each maturity of a security issue and usually printed on the face of each individual security in the issue. The CUSIP numbers are intended to facilitate identification and clearance of securities.

DELIVERY VERSUS PAYMENT (DVP) A type of securities transaction in which the purchaser pays for the securities when they are delivered either to the purchaser or his/her custodian.

DERIVATIVE SECURITY Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

DISCOUNT The amount by which the par value of a security exceeds the price paid for the security.

DIVERSIFICATION A process of investing assets among a range of security types by sector, maturity, and quality rating.

DURATION A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

EARNINGS APPORTIONMENT The quarterly interest distribution of the Pool Participants where the actual investment costs incurred by the Treasurer are deducted from the interest earnings of the Pool.

ESG INVESTING Also known as "socially responsible investing," "impact investing," and "sustainable investing" refers to investing which prioritizes optimal environmental, social, and governance (ESG) factors or outcomes.

FAIR VALUE The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

FEDERAL FUNDS (FED FUNDS) Funds placed in Federal Reserve banks by depository institutions in excess of current reserve requirements. These depository institutions may lend fed funds to each other overnight or on a longer basis. They may also transfer funds among each other on a same-day basis through the Federal Reserve banking system. Fed funds are considered to be immediately available funds.

FEDERAL FUNDS RATE Interest rate charged by one institution lending federal funds to the other.

FEDERAL OPEN MARKET COMMITTEE (FOMC) This committee sets Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

FIDUCIARY An individual who holds something in trust for another and bears liability for its safekeeping.

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) FINRA is an independent, nongovernmental organization that writes and enforces the rules governing registered brokers and broker-dealer firms in the United States. Its stated mission is "to safeguard the investing public against fraud and bad practices." FINRA regulates the trading of equities, corporate bonds, securities futures, and options.

Unless a firm is regulated by a different self-regulatory organization, it is required to be a FINRA member firm to do business.

FLOATING RATE NOTE A debt security whose interest rate is reset periodically (monthly, quarterly, annually) and is based on a market index (e.g., Treasury bills, LIBOR, etc.).

FUTURES Commodities and other investments sold to be delivered at a future date.

GOVERNMENT SECURITIES An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. *See* "Treasury Bills, Notes and Bonds."

INTEREST RATE *See* "Coupon Rate."

INTERNAL CONTROLS An internal control structure is designed to ensure that the assets of the Treasurer's Investment Pool are protected from loss, theft, or misuse, and to provide reasonable assurance that this objective is met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

Internal controls should address the following points:

1. Control of collusion—Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. Separation of transaction authority from accounting and record keeping—By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. Custodial safekeeping—Securities purchased from a bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. Avoidance of physical delivery securities—Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. Clear delegation of authority to subordinate staff members—Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. Written confirmation of transactions for investments and wire transfers—Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. Development of a wire transfer agreement with the lead bank and third-party custodian—The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

INVERSE FLOATERS An adjustable interest rate note keyed to various indices such as LIBOR, commercial paper, federal funds, treasuries and derivative structures. The defined interest rate formula is the opposite or inverse of these indices. Interest rates and pay dates may reset daily, weekly, monthly, quarterly, semi-annually or annually.

INVERTED YIELD CURVE A chart formation that illustrates long-term securities having lower yields than short-term securities. This configuration usually occurs during periods of high inflation coupled with low levels of confidence in the economy and a restrictive monetary policy.

INVESTMENT COMPANY ACT OF 1940 Federal legislation which sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

INVESTMENT POLICY A concise and clear statement of the objectives and parameters formulated by the investor or investment manager for a portfolio of investment securities.

INVESTMENT-GRADE OBLIGATIONS An investment instrument suitable for purchase by institutional investors under the prudent person rule. Investment-grade is restricted to those obligations rated BBB or higher by a rating agency.

LIQUIDITY Usually refers to the ability to convert assets (such as investments) into cash.

LOCAL AGENCY INVESTMENT FUND (LAIF) The State of California investment pool in which money of local agencies is pooled as a method for managing and investing local funds.

MAKE WHOLE CALL A type of call provision on a bond allowing the borrower to pay off remaining debt early. The borrower has to make a lump sum payment derived from a formula based on the net present value of future coupon payments that will not be paid because of the call.

MARK TO MARKET Valuing the inventory of held securities at its current market value.

MARKET RISK The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE Price at which a security can be traded in the current market.

MASTER REPURCHASE AGREEMENT A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transaction. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY The date upon which the principal of a security becomes due and payable to the holder.

MEDIUM-TERM NOTES (MTNS) Corporate debt obligations continuously offered in a broad range of maturities. MTNs were created to bridge the gap between commercial paper and corporate bonds. The key characteristic of MTNs is that they are issued on a continuous basis.

MONEY MARKET INSTRUMENTS Private and government obligations of one year or less.

MONEY MARKET MUTUAL FUNDS Mutual funds that invest solely in money market instruments (short-term debt instruments, such as Treasury bills, commercial paper, banker's acceptances, repos and federal funds).

MUTUAL FUND An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. Mutual funds are regulated by the Investment Company Act of 1940 and must abide by the following Securities and Exchange Commission (SEC) disclosure guidelines:

1. Report standardized performance calculations.
2. Disseminate timely and accurate information regarding the fund's holdings, performance, management and general investment policy.
3. Have the fund's investment policies and activities supervised by a board of trustees, which are independent of the adviser, administrator or other vendor of the fund.
4. Maintain the daily liquidity of the fund's shares.
5. Value their portfolios on a daily basis.
6. Have all individuals who sell SEC-registered products licensed with a self-regulating organization (SRO) such as the National Association of Securities Dealers (NASD).
7. Have an investment policy governed by a prospectus which is updated and filed by the SEC annually.

MUTUAL FUND STATISTICAL SERVICES Companies that track and rate mutual funds, e.g., IBC/Donoghue, Lipper Analytical Services and Morningstar.

NEGOTIABLE CERTIFICATES OF DEPOSIT May be sold by one holder to another prior to maturity. This is possible because the issuing bank agrees to pay the amount of the deposit plus interest earned to the bearer of the certificate at maturity.

NET ASSET VALUE The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below)

[(Total assets) – (Liabilities]/(Number of shares outstanding)

NO LOAD FUND A mutual fund which does not levy a sales charge on the purchase of its shares.

NOMINAL YIELD The stated rate of interest that a bond pays its current owner, based on par value of the security. It is also known as the "coupon," "coupon rate," or "interest rate."

NON-NEGOTIABLE CERTIFICATES OF DEPOSIT For public funds, these certificates are collateralized and are not money market instruments since they cannot be traded in the secondary market. They are issued on a fixed-maturity basis and often pay higher interest rates than are permissible on other savings or time-deposit accounts.

OFFER The price of a security at which a person is willing to sell.

OPTION A contract that provides the right, but not the obligation, to buy or to sell a specific amount of a specific security within a predetermined time period. A call option provides the right to buy the underlying security. A put option provides the right to sell the underlying security. The seller of the contracts is called the writer.

PAR Face value of principal value of a bond, typically $1,000 per bond.

PAR VALUE The stated or face value of a security expressed as a specific dollar amount marked on the face of the security; the amount of money due at maturity. Par value should not be confused with market value.

POSITIVE YIELD CURVE A chart formation that illustrates short-term securities having lower yields than long-term securities.

PREMIUM The amount by which the price paid for a security exceeds par value, generally representing the difference between the nominal interest rate and the actual or effective return to the investor.

PRIME RATE A preferred interest rate charged by commercial banks to their most creditworthy customers. Many interest rates are keyed to this rate.

PRINCIPAL The face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given security.

PROSPECTUS A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC. This can include information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements.

PRUDENT PERSON RULE An investment standard outlining the fiduciary responsibilities of public funds investors relating to investment practices.

RANGE NOTES A security whose rate of return is pegged to an index. The note defines the interest rate minimum or floor and the interest rate maximum or cap. An example of an index may be federal funds. The adjustable rate of interest is determined within the defined range of the funds.

RATE OF RETURN The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond and the current income return.

REINVESTMENT RISK The risk that a fixed-income investor will be unable to reinvest income proceeds from a security holding at the same rate of return currently generated by that holding.

REPURCHASE AGREEMENT OR RP OR REPO An agreement consisting of two simultaneous transactions whereby the investor purchases securities from a bank or dealer and the bank or dealer agrees to repurchase the securities at the same price on a certain future date. The interest rate on a RP is that which the dealer pays the investor for the use of his funds. Reverse repurchase agreements are the mirror image of the RPs when the bank or dealer purchases securities from the investor under an agreement to sell them back to the investor.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

RULE 2A-7 OF THE INVESTMENT COMPANY ACT Applies to all money market mutual funds and mandates such funds to maintain certain standards, including a 13-month maturity limit and a 90-day average maturity on investments, to help maintain a constant net asset value of one dollar ($1.00).

SAFEKEEPING Holding of assets (e.g., securities) by a financial institution.

SECURITIES LENDING A transaction wherein the Treasurer's Pool transfers its securities to a broker/dealer or other entities for collateral which may be cash or securities and simultaneously agrees to return the collateral for the same securities in the future.

SERIAL BOND A bond issue, usually of a municipality, with various maturity dates scheduled at regular intervals until the entire issue is retired.

SETTLEMENT DATE The date used in price and interest computations, usually the date of delivery.

SINKING FUND Money accumulated on a regular basis in a separate custodial account that is used to redeem debt securities or preferred stock issues.

SLUGS An acronym for State and Local Government Series. SLUGS are special United States Government securities sold by the Secretary of the Treasury to states, municipalities and other local government bodies through individual subscription agreements. The interest rates and maturities of SLUGS are arranged to comply with arbitrage restrictions imposed under Section 103 of the Internal Revenue Code. SLUGS are most commonly used for deposit in escrow in connection with the issuance of refunding bonds.

STRIPS US Treasury acronym for "separate trading of registered interest and principal of securities." Certain registered Treasury securities can be divided into separate interest and principal components, which may then be traded as separate entities.

SUPRANATIONAL Supranational is an international organization, or union, whereby member states transcend national boundaries or interests to share in the decision-making and vote on issues pertaining to the wider grouping. Examples of supranational are International Bank for Reconstruction and Development, International Finance Corporation, European Union, and World Trade Organization.

SWAP Generally refers to an exchange of securities, with essentially the same par value, but may vary in coupon rate, type of instrument, name of issuer and number of days to maturity. The purpose of the SWAP may be to enhance yield, to shorten the maturity or any benefit deemed by the contracting parties.

TERM BONDS Bonds comprising a large part or all of a particular issue which come due in a single maturity. The issuer usually agrees to make periodic payments into a sinking fund for mandatory redemption of term bonds before maturity.

TOTAL RETURN The sum of all investment income plus changes in the capital value of the portfolio. For mutual funds, return on an investment is composed of share price appreciation plus any realized

dividends or capital gains. This is calculated by taking the following components during a certain time period: (Price Appreciation) + (Dividends paid) + (Capital gains) = Total Return

TREASURY SECURITIES Debt obligations of the United States Government sold by the Treasury Department in the form of bills, notes and bonds:

1. **Bills** Short-term obligations that mature in one year or less and are sold at a discount in lieu of paying periodic interest.
2. **Notes** Interest-bearing obligations that mature between one year and 10 years.
3. **Bonds** Interest-bearing long-term obligations that generally mature in 10 years or more.

UNIFORM NET CAPITAL RULE SEC Rule 15C3-1 outlining capital requirements for brokers/dealers.

U.S. AGENCY OBLIGATIONS Federal agency or United States government-sponsored enterprise obligations, participants, or other instruments. The obligations are issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

U.S. TREASURY OBLIGATIONS Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

VOLATILITY A degree of fluctuation in the price and valuation of securities.

"VOLATILITY RISK" RATING A rating system to clearly indicate the level of volatility and other non-credit risks associated with securities and certain bond funds. The ratings for bond funds range from those that have extremely low sensitivity to changing market conditions and offer the greatest stability of the returns ("S1+" by S&P) to those that are highly sensitive with currently identifiable market volatility risk ("S6" by S&P).

WEIGHTED AVERAGE MATURITY (WAM) The average maturity of all the securities that comprise a portfolio. According to SEC rule 2a-7, the WAM for SEC registered money market mutual funds may not exceed 90 days and no one security may have a maturity that exceeds 397 days.

WHEN ISSUED (WI) A conditional transaction in which an authorized new security has not been issued. All "when issued" transactions are settled when the actual security is issued.

YIELD The current rate of return on an investment security generally expressed as a percentage of the security's current price.

YIELD-TO-CALL (YTC) The rate of return an investor earns from a bond assuming the bond is redeemed (called) prior to its nominal maturity date.

YIELD CURVE A graphic representation that depicts the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity. A normal yield curve may be alternatively referred to as a positive yield curve.

YIELD-TO-MATURITY The rate of return yielded by a debt security held to maturity when both interest payments and the investor's potential capital gain or loss are included in the calculation of return.

ZERO-COUPON SECURITY A security that makes no periodic interest payments but instead is sold at a discount from its face value.