CONTRA COSTA COUNTY

Administration Building Board Chambers | 1025 Escobar St., Martinez, CA

AGENDA

Tuesday, June 4, 2024

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 Federal D. Glover, District V

Clerk of the Board (925) 655-2000
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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.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 888-278-0254 followed by the access code 843298#. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: https://cccounty-us.zoom.us/j/87344719204. Those participating via Zoom should indicate they wish to speak on an agenda item by using the "raise your hand" feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000. A Spanish language interpreter is available to assist Spanish-speaking callers. 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 LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))
1. Contra Costa County v. WC Properties (Edens), LLC, et al., Contra Costa County Super. Ct. Case No. C22-01451

4. Inspirational Thought-

"We are not what other people say we are. We are who we know ourselves to be, and we are what we love. That's okay."– Laverne Cox

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.102 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.

PRESENTATIONS

PR. 1 PRESENTATION declaring June 2024 as Elder & Dependent Adult Abuse Awareness Month in Contra Costa County. (Marla Stuart, Employment & Human Services Director)

PR. 2 PRESENTATION recognizing June 2024 as LGBTQIA+ Pride month. (Supervisor Carlson)

PR. 3 PRESENTATION recognizing May 26-May 31, 2024 as Asian American and Pacific Islander Mental Health Awareness Week. (Supervisor Glover)

DISCUSSION ITEMS

D.1. CONSIDER approving the Plaques and Memorials Policy as recommended by the Internal Operations Committee, Countywide. (Carrie Ricci, Public Works Department) **24-1580**

Attachments: Contra Costa County Memorial Dedications Policy-Procedures June 2024

D.2. HEARING on the Engineer's Report and proposed assessments in Stormwater Utility Areas Nos. 1 through 18 for Fiscal Year 2024-2025 and CONSIDER adoption of Resolution No. 2024-190, confirming the assessments, as recommended by the Chief Engineer, Flood Control and Water Conservation District, Countywide. (100% Stormwater Utility Area Assessments) (Michelle Cordis, Public Works Department) **RES 2024-190**

D.3. HEARING on the itemized costs of abatement for property in unincorporated Contra Costa County, located at 460 Memory Lane, Oakley, California (Surges, Charles W., Owner), (Jason Crapo, Conservation and Development) **24-1581**

Attachments: Itemized Abatement Costs - TMP-2322
Before and After Photos TMP-2322 CF23-00462)

D.4. CONSIDER authorizing the Department of Conservation and Development to prepare an ordinance amending the County building code to increase energy efficiency standards for newly constructed residential buildings, offices, hotels, and retail buildings to meet the County's Climate Action Plan goals, and providing related direction to staff, as recommended by the Sustainability Committee. (Demian Hardman-Saldana, Department of Conservation and Development) **24-1582**

Attachments: Exhibit A_Proposed Energy Code Amendment Compliance Margins_Table
Presentation - .Proposed Energy Code Amendment to Reduce GHGs from New Buildings_for 6-4-24 BOS_Final

D.5. CONSIDER accepting a report on the Envision Contra Costa 2040 Comprehensive Zoning Code Update and providing direction to staff. (100% Land Development Fund) (Joseph Lawlor, Department of Conservation and Development) **24-1583**

Attachments: PublicDraft_CCC_FullZUR_ForCounty
Zoning Update Presentation 06042024

D.6. HEARING to consider approving the Byron Corners Gas Station Project located at the southeast corner of the intersection of Byron Highway and Camino Diablo in the unincorporated Byron area, including adoption of Resolution No. 2024-191 approving a General Plan amendment and Ordinance No. 2024-12 rezoning the project site; approval of a land use permit/development plan to allow the construction and operation of a gas station, convenience store, and restaurant; and adoption of a mitigated negative declaration and related actions under the California Environmental Quality Act. (Francisco Avila, Department of Conservation and Development) **RES 2024-191**

Attachments: GP10-00003_General_Plan Map
GP10-00003_Zoning Map
Rezoning Ordinance_2024-12
GP10-00003_Agency Comments_BOS_6-4-24
CEQA NOA
GP10-00003 Initial Study
RZ13-3222 MMRP
GP10-00003_CPC Staff Report_4-10-24
GP10-00003_BOS_FINDINGS -COAS_6-4-24
Line of Sight Exhibit
Byron Corners Gas Station Project Plans.pdf
GP10-00003_BOS_Presentation_6-4-24

D.7 CONSIDER consent items previously removed.

D.8 PUBLIC COMMENT (2 Minutes/Speaker)

D.9 CONSIDER reports of Board members.

8. ADJOURN

9. CONSENT CALENDAR

Airport

C.1. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Mike Leuthold, for a south-facing hangar at Buchanan Field Airport effective June 2, 2024, in the monthly amount of $359, Pacheco area (100% Airport Enterprise Fund). **24-1584**

Attachments: Hangar Rental Agmt pg 4-5 CCR A-10 Mike Leuthold

C.2. APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a lease between the County, as Lessor, and Delux Public Charter, LLC (branded as JSX), as Tenant, for 532 square feet of office space and non-exclusive use of another room in the County-owned building located at 181 John Glenn Drive, Concord, for a three-year term at an initial annual rent of $14,856 for the first year with annual increases thereafter, and three options to renew for a term of one-year for each option. (Airport Enterprise Fund) **24-1585**

Attachments: CCR_JSX Lease

Board Standing Committees (referred items)

C.3. ACCEPT the 2023-2024 Triennial Review Phase 1 Report, APPROVE and AUTHORIZE the extension of the County Library Commission for a new three-year term through March 31, 2027, and REQUEST the 2025 Internal Operations Committee to examine whether and when to reactivate the Agricultural Advisory Task Force, as recommended by the Internal Operations Committee. (No fiscal impact) **24-1586**

C.4. ACCEPT status report from the Employment and Human Services Department on CalFresh participation, updates on the CalFresh benefit enhancements and expansions, as well as outreach efforts, as recommended by the Family and Human Services Committee. **24-1587**

Attachments: 2024 FHS CalFresh Presentation

C.5. APPROVE allocation of $3,850,000 in FY 2024/25 Measure X Housing funds to housing and homelessness related service projects, and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with Bay Area Legal Aid in the amount of $1,000,000, and the Health Services Director, or designee, to execute specified contracts totaling 2,850,000, to implement the projects, as recommended by the Family and Human Services Committee. (100% Measure X Sales Tax) **24-1588**

Attachments: Attachment A - FHS Recommendations MX FY 24-25
Attachment B - FHS Recommendations MX Descriptions FY 24-25

C.6. ADOPT a position of "Oppose" on the "Taxpayer Protection and Government Accountability Act" (Initiative #1935), a measure that would revise the California Constitution to restrict the ability of the state, counties, other local agencies and the electorate to approve or collect taxes, fees, and other revenues, as recommended by the Legislation Committee. **24-1589**

Attachments: Attachment A: Text of Initiative
Attachment B: Title and Summary (21-0042A1)
Attachment C: Fiscal Impact Estimate Report

C.7. APPROVE and AUTHORIZE the Co-Directors of the Office of Racial Equity and Social Justice to release a Request for Qualifications to solicit the partnership of a community foundation to administer the procurement, management, and monitoring of $1,000,000 in FY 23-24 Measure X funds for service contracts to increase African-American holistic wellness and support in Contra Costa County, as recommended by the Equity Committee. **24-1590**

Attachments: RFQ Final_Administer $1M for African American Wellness Services_Board Approval 6.4.24

Child Support Services

C.8. APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a Memorandum of Understanding with Butte County Department of Child Support Services at no cost to the County, to provide call center services for the period July 1, 2024 through June 30, 2025. (No fiscal impact) **24-1591**

Clerk of the Board

C.9. ADOPT Resolution No. 2024-192 recognizing the 150th Anniversary of the Town of Byron, California, as recommended by Supervisor Burgis. **RES 2024-192**

C.10. ADOPT Resolution No. 2024-193 acknowledging Asian American Pacific & Islanders (AAPI) Mental Health Awareness Week May 26th – 31st 2024, as recommended by Supervisor Glover. **RES 2024-193**

C.11. ADOPT Resolution No. 2024-194 declaring June 2024 as Elder and Dependent Adult Abuse Awareness Month in Contra Costa County, as recommended by the Employment and Human Services Director. **RES 2024-194**

C.12. ADOPT Resolution No. 2024-195 recognizing May 2024 as Older Americans Month, as recommended by Supervisor Burgis. **RES 2024-195**

C.13. ADOPT Resolution No. 2024-196 recognizing Betty Geishirt Cantrell upon her retirement and 13 years of service with SparkPoint Contra Costa, as recommended by Supervisor Carlson. **RES 2024-196**

C.14. ADOPT Resolution No. 2024-197 recognizing the Clayton Business and Community Association 40th Anniversary, as recommended by Supervisor Carlson. **RES 2024-197**

C.15. ADOPT Resolution No. 2024-198 declaring June 2024, LGBTQIA+ Pride Month in Contra Costa County, as recommended by Supervisor Carlson. **RES 2024-198**

C.16. ADOPT Resolution No. 2024-199 declaring June 20, 2024, World Refugee Day, as recommended by Supervisor Carlson. **RES 2024-199**

C.17. ADOPT Resolution No. 2024-200 recognizing Trails for Richmond Action Committee (TRAC)'s 25th Anniversary and its work in expanding the Bay Trail in Richmond, as recommended by Supervisor Gioia. **RES 2024-200**

C.18. ADOPT Resolution No. 2024-201, recognizing Gayle Sloate Israel upon her retirement, as recommended by Supervisor Andersen **RES 2024-201**

C.19. ACCEPT the resignations of Phelicia Lang and Stacey Norman, DECLARE vacancies in the Community 4 - East County seat and the Community 2 - Central/South County seat on the Local Planning and Advisory Council for Early Care and Education, and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Contra Costa County Office of Education. **24-1592**

C.20. APPOINT Brock Randall Dubbels to the District IV Seat on the In Home Supportive Services Public Authority Advisory Committee for a term ending March 6, 2028, as recommended by Supervisor Carlson. **24-1593**

C.21. APPOINT Dr. Andrew Sutherland to the University of California representative seat on the Integrated Pest Management Advisory Committee with no term expiration, as recommended by the Integrated Pest Management Advisory Committee and the Health Services Director. **24-1594**

Attachments: Roster

C.22. APPOINT Benjamin Lavender to the District IV Seat of the Countywide Bicycle Advisory Committee for a term ending December 31, 2024, as recommended by Supervisor Carlson. **24-1595**

C.23. APPOINT Nakenya Allen to the At-Large #8 seat and Christy Lam-Julian to the At-Large #9 seat on the Contra Costa Commission for Women and Girls for terms expiring February 28, 2027, as recommended by the Family and Human Services Committee. **24-1596**

Attachments: Allen Nakenya Application_Redacted
Lam-Julian Christy Application_Redacted
CCCWG Roster 5.14.24

C.24. APPOINT Jarrod Bolliger to the At-Large Alternate #2 seat and Nicola Lopez to the At-Large Alternate #3 seat on the Advisory Council on Aging for terms ending September 30, 2025, as recommended by the Family and Human Services Committee. **24-1597**

Attachments: Lopez Nicola Application_Redacted
Bolliger Jarrod Application_Redacted
ACOA Roster

C.25. APPOINT Janelle Lafrades to the Low Income #2 seat, Nicola Lopez to the Private/Non-Profit Sector #3 seat, and Monisha Merchant to the Private/Non-Profit Sector Alternate #1 seat on the Contra Costa Economic Opportunity Council, as recommended by the Family and Human Services Committee. **24-1598**

Attachments: Monisha Merchant Redacted Application
Nicola Lopez Redacted Application
Janelle Lafrades Redacted Application
Economic Opportunity Council Roster

C.26. REAPPOINT Sydney Anderson to the District 3 seat on the In-Home Supportive Services Advisory Committee for a term ending March 6, 2028, as recommended by Supervisor Burgis. **24-1599**

Clerk-Recorder/Elections

C.27. APPROVE and AUTHORIZE an increase to the volunteer poll worker stipend in the Elections Division of the Clerk-Recorder Department, as recommended by the Clerk-Recorder. (75% General Fund, 25% Center for Tech and Civic Life grant) **24-1600**

Conservation & Development

C.28. APPROVE an allocation of $392,700 from the Rodeo Renewed Community Benefit Fund to provide expanded services and benefits to the Rodeo and Crockett areas, and AUTHORIZE the Conservation and Development Director, or designee, to execute contracts in a total amount not to exceed $392,700 with identified public and private organizations to carry out the services and benefit activities, for the period July 1, 2024 through June 30, 2025, as recommended by Supervisor Glover. (100% Rodeo Renewed Community Benefit Fund) **24-1601**

Attachments: Attachment A - P66 CBF Recommendations

C.29. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept a grant in an amount not to exceed $150,000 from the County's Keller Canyon Mitigation Fund to implement the Bay Point/Pittsburg Energy Enhancement Rebate Program, for the period October 1, 2024 through September 30, 2026. (100% Keller Canyon Mitigation Fund) **24-1602**

County Administration

C.30. APPROVE and AUTHORIZE the County Administrator to host the grand opening event for the County Administration Complex and Plaza on July 9, 2024, for an estimated cost of $10,000, pursuant to Administrative Bulletin No. 114 (County and Non-County Sponsored Events and Activities). (100% General Fund) **24-1603**

Attachments: County Sponsored Event - 1026 Escobar Plaza.pdf

C.31. APPROVE and AUTHORIZE the County Administrator, or designee, to enter into a contract amendment with Ernst and Young, LLP for COVID-19 cost recovery consulting services extending the termination date from June 30, 2024 to June 30, 2025 with no change to the payment limit. (No additional fiscal impact) **24-1604**

C.32. APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Stradling Yocca Carlson & Rauth for tax and bond counsel services extending the termination date from June 30, 2024 to June 30, 2026 with no change to the contract limit of $250,000. (No additional fiscal impact) **24-1605**

C.33. ACCEPT the fiscal year 2023/24 3rd Quarter report on American Rescue Plan Act and Infrastructure, Investment and Jobs Act funding to Contra Costa County and take related actions, as recommended by the County Administrator. (No fiscal impact) **24-1606**

Attachments: Attachment A - American Rescue Plan Funding Summary
Attachment B - American Rescue Plan Act, FY 2023/24 3rd Quarter Report (January-March 2024)
Attachment C - Infrastructure Investment and Jobs Act, FY 2023/24 3rd Quarter Report (January-March 2024)

District Attorney

C.34. APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the FY2024 National Community Courts Initiative Grant from the U.S. Department of Justice in an amount not to exceed $900,000 for a Community Court Enhancement Program for the period October 1, 2024 through September 30, 2028. (100% Federal) **24-1607**

C.35. APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the FY2024 Byrne Discretionary Community Project grant from the U.S. Department of Justice in an amount not to exceed $963,000 for the Underserved Survivors Support and Safety Program for the period July 1, 2024 through June 30, 2028. (100% Federal) **24-1608**

Employment & Human Services

C.36. ADOPT Resolution No. 2024-202 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Aging to increase the amount payable to the County by $738,820 to a new amount not to exceed $7,663,566 and extend the term through June 30, 2025. (73% Federal, 27% State) **RES 2024-202**

C.37. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed $925,000 to provide qualified temporary social workers for clients of the Children and Family Services Bureau for the period July 1, 2024 through June 30, 2025. (59% Federal, 35% State, 6% County) **24-1609**

C.38. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Brain Squared Solutions, in an amount not to exceed $296,000 to provide professional development training to Employment and Human Services staff for the period July 1, 2024 through June 30, 2026. (59% Federal, 35% State, 6% County) **24-1610**

C.39. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Golden Rain Foundation of Walnut Creek, to deliver the Older Americans Act Title IIIC-1 Congregate Meal Program services by hosting and coordinating the Area Agency on Aging's Café Costa meals site in the amount not to exceed $325,000 for the period July 1, 2024 through June 30, 2026. (No County match) **24-1611**

C.40. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute nine Interagency Agreements with Cities, to deliver the Older Americans Act Title IIIC-1 Congregate Meal Program services by hosting and coordinating the Area Agency on Aging's Café Costa meals sites in an amount not to exceed $325,000 for the period July 1, 2024 through June 30, 2026. (100% Program Income) **24-1612**

C.41. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Brain Learning Psychological Corporation, in an amount not to exceed $438,750 to provide Learning Disability Evaluations for California Work Opportunity and Responsibility to Kids / Welfare-to-Work participants for the period April 1, 2024 through June 30, 2026. (100% Federal) **24-1613**

C.42. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept a continuation grant in an amount not to exceed $750,000 from the Department of Justice, Office of Violence Against Women for the Training and Services to End Abuse in Later Life Program Grant for the period of October 1, 2024 to September 30, 2027. (100% Federal, No County match) **24-1614**

C.43. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Family and Children's Trust Committee, to execute seven (7) contracts and one (1) Interagency Agreement in an amount not to exceed $80,000 per agency, $640,000 in total, for prevention and intervention services to abused and neglected children or children at risk of abuse or neglect and their families for the period of July 1, 2024 through June 30, 2025. (45% Child Abuse Prevention, Intervention and Treatment, 33% County Children's Trust, 12% Ann Adler Donations, 10% Federal Community-Based Child Abuse Prevention) **24-1615**

C.44. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Green Mountain Management, LLC., in an amount not to exceed $474,900, to provide job coaching and professional development services for the period May 1, 2024 through June 30, 2025. (59%, Federal, 35% State, and 6% County General fund) **24-1616**

Health Services

C.45. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment with Datix (USA) Inc., to increase the payment limit by $1,330,528 to an amount not to exceed $1,510,000 and extend the term through December 31, 2027 for additional hosted policy and incident management software and services for Contra Costa Health. (100% Hospital Enterprise Fund I) **24-1617**

C.46. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC in an amount not to exceed $380,943, and a related agreement for the purchase of two Voluson Expert 22 BT24 ultrasound devices for Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **24-1618**

C.47. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order amendment with Reliance Wholesale, Inc. to extend the term from June 30, 2024 through June 30, 2025 with no change to the original payment limit of $325,000 for Intravenous and Pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center and Health Centers. (100% Hospital Enterprise Fund I) **24-1619**

C.48. APPROVE and AUTHORIZE the Purchasing Agent, or designee, on behalf of the Health Services Director, to purchase 4000 County Connection and 500 WestCat tickets totaling an amount not to exceed $14,375 to provide transportation for Contra Costa Health patients for the period from June 1, 2024 through May 31, 2025. (100% Hospital Enterprise Fund I) **24-1620**

C.49. APPROVE and AUTHORIZE the Purchasing Agent, or designee, on behalf of the Health Services Director, to purchase up to 450 Target gift cards totaling an amount not to exceed $37,000 to serve as an incentive for Patient Steering Committee and Patient Consultants participating in the Comparing Hypertension Remote Monitoring Evaluation Redesign from the period August 1, 2023 through July 31, 2024. (100% Hospital Enterprise Fund I - CHARMED Grant) **24-1621**

C.50. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Red Gate Software Limited, a United Kingdom corporation, in an amount not to exceed $32,000 and a Redgate End User License Agreement, for the purchase of server analytics software for the period from April 13, 2024 through April 12, 2027. (100% Hospital Enterprise Fund I) **24-1622**

C.51. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with R-Computer, Inc. in an amount not to exceed $160,000 for the period of June 17, 2024 through June 16, 2027, and a software license and maintenance agreement with Foxit Software Incorporated for the license of PDF editor software. (100% Hospital Enterprise Fund I) **24-1623**

C.52. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Stanford Health Care (dba SHC Reference Laboratory), to include new transfusion services at Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $5,000 or term ending June 30, 2024. (100% Hospital Enterprise Fund I) **24-1624**

C.53. 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 $50,000 to an amount not to exceed $918,907 to provide additional community outreach, care coordination and Medi-Cal Navigator's project services with no change in the term ending June 30, 2024. (71% Health Services Ambulatory Care; 24% Medi-Cal Administrative Activities; 5% American Rescue Plan Act funding) **24-1625**

C.54. 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 $750,000 to provide urologic oncology services for Contra Costa Regional Medical Center and Health Centers patients for the period May 1, 2024 through April 30, 2026. (100% Hospital Enterprise Fund I) **24-1626**

C.55. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with JMJ Healthcare Inc. (dba JMJ Home Health Services), to increase the payment limit by $50,000 to an amount not to exceed $250,000 to provide additional home health care services for Contra Costa Health Plan members and County recipients with no change in the term ending June 30, 2024. (100% Contra Costa Health Plan Enterprise Fund II) **24-1627**

C.56. APPROVE and AUTHORIZE the Health Services Director, or designee, to submit an application to the U.S. Department of Health and Human Services Administration for Children and Families Family and Youth Services Bureau, to pay County an amount not to exceed $250,000 for the Transitional Living Program for transitional housing support services for runaway and homeless transitional age youth in Contra Costa County for the period July 1, 2024 through June 30, 2025. (90% Federal, 10% County match) **24-1628**

C.57. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sharon de Edwards, M.D., FACOG, in an amount not to exceed $900,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members and County recipients for the period July 1, 2024 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **24-1629**

C.58. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Excelsior Surgery Center LLC, in an amount not to exceed $900,000 to provide ambulatory surgery center services for Contra Costa Health Plan members and County recipients for the period July 1, 2024 through June 30, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **24-1630**

C.59. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Advanced Instruments Inc. (dba Bay Area Hearing Services), in an amount not to exceed $360,000 to provide audiology services for Contra Costa Health Plan members and County recipients for the period July 1, 2024 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **24-1631**

C.60. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with ATG – Rehab Specialists, Inc. (dba Numotion), in an amount not to exceed $225,000 to provide durable medical equipment and complex rehabilitation technology services for Contra Costa Health Plan members and County recipients for the period July 1, 2024 through June 30, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **24-1632**

C.61. APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the U.S. Department of Health and Human Services, Health Resources & Services Administration, to pay the County an amount not to exceed $251,474 for the Ryan White, Part C, HIV Early Intervention Services to reduce the transmission of HIV, improve access to health care, and to enhance quality of life for those with HIV in West Contra Costa County for the period May 1, 2024 through April 30, 2025. (100% Federal, no County match) **24-1633**

C.62. APPROVE and AUTHORIZE the Health Services Director, or designee to execute on behalf of the County an amendment with the Department of Health Care Services, to update terms and conditions for continuation mental health services to Medi-Cal eligible residents with no change in the term July 1, 2022 through June 30, 2027. (100% State, no County match) **24-1634**

C.63. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Panda Health, Inc., in an amount not to exceed $55,000 to provide a digital information technology supplier marketplace for the period June 4, 2024 through June 3, 2027. (100% Hospital Enterprise Fund I) **24-1635**

C.64. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Vizient, Inc., to increase the payment limit by $375,000 to an amount not to exceed $874,040 for additional member network services for Contra Costa Regional Medical Center with no change in the term ending September 30, 2027. (100% Hospital Enterprise Fund I revenues) **24-1636**

C.65. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Becton Dickinson and Company, to increase the payment limit by $51,828 to an amount not to exceed $251,828 and to extend the term through February 13, 2031 for the purchase of a diagnostic instrument, reagent supplies, software, and maintenance services for Contra Costa Health's Public Health Laboratory. (100% Public Health funds) **24-1637**

C.66. APPROVE and AUTHORIZE the Health Services Director, or designee to execute a contract with Loomis Armored US, LLC, in an amount not to exceed $110,000 for armored vehicle transportation services to transport cash, currencies, and other valuables to and from County-designated pickup locations to County depositories for the period August 1, 2023 through July 31, 2026. (100% Hospital Enterprise Fund I) **24-1638**

C.67. APPROVE the new medical staff, allied health, and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and resignations as recommended by the Medical Staff Executive Committee at their May 20, 2024 meeting, and by the Health Services Director. (No fiscal impact) **24-1639**

Attachments: May List

C.68. APPROVE the list of providers recommended by the Contra Costa Health Plan Medical Director and the Health Services Director, and as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services. (No fiscal impact) **24-1640**

Attachments: May 9 2024 List

C.69. APPROVE reallocation of permanent supportive housing funds to be used exclusively for 2555 El Portal Drive, San Pablo, California, as recommended by the Health Services Director. (Cost neutral- Measure X funds) **24-1641**

C.70. ACCEPT Award Extension from the California Department of Public Health, to extend the Federal Epidemiology and Laboratory Capacity (ELC) Enhancing Detection and ELC Expansion Funding through July 31, 2026 with no other changes to the grant terms and conditions. (100% Federal, no County match) **24-1642**

Human Resources

C.71. ADOPT Position Adjustment Resolution No. 26257 to add two Elections Outreach Specialist positions in the Clerk-Recorder Department. (100% Measure X) **24-1643**

Attachments: P300 26257 Add 2 Elections OR Spec

Information and Technology

C.72. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with vPrimeTech, Inc. in amount not to exceed $330,000 to provide CoreView CoreSuite software, a Microsoft Office 365 licensing management software program, for the period of July 1, 2024, through June 30, 2027. (100% User Departments) **24-1644**

C.73. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with HaulAway Storage Containers in an amount not to exceed $5,000 for the lease of storage containers, subject to the terms of HaulAway's rental contract, for the period of June 20, 2024, through June 29, 2025. (100% User Departments) **24-1645**

C.74. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Tone Software Corporation in an amount not to exceed $10,000 for the renewal of mainframe output management software and automation tools, subject to Tone's License Agreement terms and conditions, the period of July 1, 2024, through June 30, 2025. (100% User Departments) **24-1646**

C.75. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with AT&T Corp in an amount not exceed $237,000 for the purchase of Cisco networking equipment. (100% User Department) **24-1647**

C.76. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order, with AT&T Corporation in an amount not to exceed $250,000 for the purchase of mobility equipment and accessories, for the period of July 1, 2024, through June 30, 2025. (100% User Departments) **24-1648**

Library

C.77. APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of $18,900 from the County's Keller Canyon Mitigation Fund to provide decodable books and ten scholarships to the Hoot Literacy online reading tutoring program for the period August 1, 2024 through June 30, 2025. (No Library Fund match) **24-1649**

C.78. APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept California State Library grant funding in an amount not to exceed $275,000 to meet the operational and services expenses required by Project Second Chance, the Contra Costa County Library adult literacy program, to provide adult and family literacy services, including English as a Second Language services, for the period July 1, 2024 through June 30, 2025. (76% County Library Fund and 24% California State Library) **24-1650**

C.79. APPROVE and AUTHORIZE the County Librarian, or designee, to execute a Memorandum of Understanding with the City of Oakley to waive the user fee for the Library's Project Second Chance Adult Literacy Program's usage of the City's parks and facilities in Oakley for the period August 1, 2024 through July 31, 2025. (No fiscal impact) **24-1651**

Public Works

C.80. ADOPT Resolution No. 2024-203 approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP16-02031, for a project being developed by CP Logistics Willow Pass, LLC, as recommended by the Public Works Director, Bay Point area. (No fiscal impact) **RES 2024-203**

Attachments: Recordable Resolution
OM Agreement LP16-2031

C.81. ADOPT Resolution No. 2024-204 approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD21-09573, for a project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (No fiscal impact) **RES 2024-204**

Attachments: Recordable Resolution
OM Agreement SD21-9573

C.82. ADOPT Resolution No. 2024-205 approving the Final Map and Subdivision Agreement for subdivision SD21-09573, for a project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (No fiscal impact) **RES 2024-205**

Attachments: Final Map
Subdivision Agreement & Improvement Security Bond
Tax Letter & Surety Bond

C.83. ADOPT Resolution No. 2024-206 approving and authorizing the Public Works Director, or designee, to fully close a portion of Hawthorne Drive, between Laurel Court and Vaqueros Avenue, on June 28, 2024, from 8:00 a.m. through 4:00 p.m., and June 30, 2024, from 8:00 a.m. through 3:00 p.m., for the purpose of replacing two utility poles, Rodeo area. (No fiscal impact) **RES 2024-206**

C.84. ADOPT Resolution No. 2024-207 approving and authorizing the Public Works Director, or designee, to fully close all of Bermar Avenue, on June 8, 2024, from 11:00 a.m. through 3:00 p.m., for the purpose of hosting a community event about wildfire danger mitigation in the neighborhood, El Sobrante area. (No fiscal impact) **RES 2024-207**

C.85. ADOPT Resolution No. 2024-208 approving a list of projects for Fiscal Year 2024/2025 funded by the Road Repair and Accountability Act of 2017, as recommended by the Transportation, Water and Infrastructure Committee and DIRECT staff to submit the list of projects to the California Transportation Commission, as recommended by the Public Works Director, Countywide. (100% SB1 Road Maintenance and Rehabilitation Funds) **RES 2024-208**

Attachments: Recordable Resolution-RMRA

C.86. ADOPT Resolution No. 2024-209 approving the submission of a claim to the Metropolitan Transportation Commission (MTC) to seek Fiscal Year 2024/2025 Transportation Development Act funding in the amount of $1,100,000 for bicycle and pedestrian projects sponsored by the County and the Cities of Antioch, Brentwood, Clayton, Concord, Danville, Hercules, Lafayette, Martinez, Moraga, and Orinda, Countywide. (100% Transportation Development Act, Article 3 Funds) **RES 2024-209**

Attachments: Attachment A - TDA Project List 2024-2025

C.87. ADOPT Resolution No. 2024-210 granting a ten-year pipeline franchise renewal to Shore Terminals LLC pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305 for pipelines located in the unincorporated area of the County near Richmond, Crockett, and Concord as recommended by the Public Works Director. (100% Pipeline Franchise Fees) **RES 2024-210**

Attachments: Exhibit 1 (2024)

C.88. ADOPT Resolution No. 2024-211 approving and authorizing the Public Works Director, or designee, to fully close a portion of Bayview Avenue, between Rose Arbor Avenue and Bonita Road, on June 14, 2024, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, San Pablo area. (No fiscal impact) **RES 2024-211**

C.89. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with George Reed, Inc., in an amount not to exceed $3,000,000, for aggregate and rock products for the road Surface Treatment Program, for the period of June 4, 2024, through June 3, 2027, Countywide. (100% Local Road Funds) **24-1652**

C.90. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a participating addendum with Inside Source, Inc., in an amount not to exceed $3,000,000, for the distribution of various furniture, design and installation services for use by all County Departments during the period of June 4, 2024 through October 23, 2025, under the terms of a Master Contract awarded by the CA Department of General Services and distributed through Sam Clar Office Furniture, Inc., Countywide. (100% User Departments) **24-1653**

Attachments: Participating Addendum Modular Systems Furniture
DGS Contract - Supplement_5_-_User_Instructions_71-52

C.91. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order amendment and participating addendum with Amazon.com Services, LLC., to extend the term through January 18, 2026, with no change to the payment limit for purchases from the online market place under the terms of a master contract awarded by Prince William County Public Schools, Countywide. (No fiscal impact) **24-1654**

Attachments: OMNIA Amazon Business R-TC-17006- Full Contract_Redacted
Amendment - Amazon Participating Addendum for 6 4 24 Board Date
Contract_Renewal_-_R-TC-17006-R2_-_On-line_Marketplace_for_Purchases_of_Products_and_Services_-_AMAZON thru 1 18 2026

C.92. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County, a blanket purchase order and participating addendum with W.W. Grainger, Inc., in an amount not to exceed $750,000 for the purchase of parts, equipment, and materials by County departments during the period from June 4, 2024, through December 31, 2024, under a contract available through the Omnia Partners Cooperative Program, Countywide. (100% User Departments) **24-1655**

Attachments: Participating Addendum - Grainger 041524

C.93. APPROVE and AUTHORIZE the Public Works Director, or designee, to submit grant applications to the State of California Department of Transportation and the Metropolitan Transportation Commission for Cycle 7 of the Active Transportation Program grant program, as recommended by the Transportation, Water and Infrastructure Committee, El Sobrante and North Richmond areas. (79% Federal Funds and 21% Local Road Funds) **24-1656**

C.94. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement for Joint Pavement Maintenance Overlay between Contra Costa County and the City of Lafayette, effective June 4, 2024, to reimburse the City for costs related to the roadway overlay of Pleasant Hill Road in unincorporated Lafayette. (100% Local Road Funds) **24-1657**

Attachments: 2024 Joint Road Pavement Project Agreement - Lafayette - CCCounty

C.95. APPROVE the Oak Grove Center Project located at 1034 Oak Grove Road, Concord, and AUTHORIZE the Public Works Director, or designee, to advertise the Project. (16% Health Resources and Services Administration Federal Grant, 84% Measure X Funds) **24-1658**

Attachments: CP#23-16 NOE Oak Grove County Crisis Hub (WH380A) - Final-signed
SHPO Attachment

C.96. APPROVE the Port Chicago Highway Storm Drain Pipe and Sinkhole Repair Project and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Bay Point area. (59% Federal Emergency Relief Funds, 41% Local Road Funds) **24-1659**

Attachments: NOE_Port Chicago Hwy Storm Drain Pipe-Sinkhole Repair

Risk Management

C.97. APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract amendment with BSI America Services, Inc. to increase the payment limit by $410,036 to a new total payment limit of $4,915,614 for additional occupational safety and health administration compliance services, with no change to the contract term through June 30, 2025. (40% Workers' Compensation Internal Service Fund, 60% User Departments) **24-1660**

C.98. APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Milliman Inc. in an amount not to exceed $50,000 to provide actuarial services of self-funded workers' compensation, general liability and medical malpractice programs for the period of July 1, 2024 through June 30, 2025. (100% Workers' Compensation, General and Auto Liability, and Medical Malpractice Trust Funds) **24-1661**

C.99. APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Bickmore Actuarial to provide actuarial services of self-funded workers' compensation, general liability and medical malpractice programs in an amount not to exceed $45,000 for the period of July 1, 2024 through June 30, 2025. (100% Workers' Compensation, General and Auto Liability, and Medical Malpractice Trust Funds) **24-1662**

C.100. DENY claims filed by Enterprise Rent-a-Car, Jose Luis Garcia, Andrea Mendoza, Simone Munton, Arthur Richardson, Elvira Rodriguez, Florence E. Rosales, Hoha'a Tupou, and United Financial Casualty Company, a subrogee of Tim Mixon. **24-1663**

Treasurer - Tax Collector

C.101. APPROVE and AUTHORIZE the Treasurer-Tax Collector, or designee, to execute a two-year contract with auto-renewal for successive two-year periods between Contra Costa County and Bloomberg Finance L.P., beginning upon execution, with an initial annual payment of approximately $79,740, for use of Bloomberg's financial system to access, monitor, and analyze real-time financial market data, and to facilitate financial transactions. (100% General Fund) **24-1664**

C.102. APPROVE Budget Amendment No. BDA-24-00233 authorizing the transfer of $6,113 from the Treasurer Tax Collector (0015) to Plant Acquisition (0111) for requested modifications to designated space at the 1026 Escobar Street Administration Building. (100% General Fund) **24-1665**

Attachments: BDA-24-00233.pdf

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:
www.contracosta.ca.gov

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received, since January 1, 2023, more than $250 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 $250 to a Board member since January 1, 2023, 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 6, 2024 at 10:00 a.m. Canceled
Equity Committee: June 17, 2024 at 10:30 a.m.
Family and Human Services Committee: June 24, 2024 at 10:30 a.m.
Finance Committee: July 1, 2024 at 9:30 a.m.
Head Start Advisory Committee: July 15, 2024 at 9:00 a.m.
Internal Operations Committee: June 10, 2024 at 11:00 a.m.
Legislation Committee: June 24, 2024 at 1:00 p.m. Canceled/ Next meeting July 23, 2024
Los Medanos Healthcare Operations Committee: July 8, 2024 at 1:00 p.m.
Public Protection Committee: July 1, 2024 at 1:00 p.m. Canceled/ Next meeting August 5, 2024 at 1:00 p.m.
Sustainability Committee: July 15, 2024 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: June 10, 2024 at 9:30 a.m.

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

Glossary of Acronyms, Abbreviations, and other Terms

Contra Costa County has a policy of making limited use of acronyms, abbreviations, and industry-specific language in its Board of Supervisors meetings and written materials. For a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1580 **Agenda Date:** 6/4/2024 **Agenda #:** D.1.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approval of Plaques and Memorials Policy

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE Plaques and Memorials Policy as recommended by the Internal Operations Committee.

FISCAL IMPACT:
No fiscal impact for policy approval. Applicants approved for a plaque, or memorials will pay fees associated with the purchase and installation of the amenity.

BACKGROUND:
During the February 2024 Internal Operations Committee (IOC) planning meeting, IOC Vice Chair Andersen asked staff to research policies on establishing memorials on County property other than County buildings and rooms in buildings which are already governed by existing policy for possible future referral to the IOC.

Staff researched other agencies' policies and brought policy questions to the April IOC meeting for the IOC to provide direction towards the drafting of a policy on establishing memorials and dedications on County property. Direction from the IOC included the following:

- The first policy should focus on park benches and tables. With time and experience, other amenities may be added to the policy.
- The County's existing inventory should be included for possible memorials. New benches and picnic tables can be considered by the Public Works Department according to the policy criteria.
- The donation period will be 10 years or the useful life of the amenity. Donors are responsible for maintaining current contact information with the Public Works Department if they want to renew an expiring memorial.
- The policy gives discretion to the Public Works Director to calculate the fees which will include the actual cost of the plaque and memorial, all staff costs to install the plaque and memorial, and depending on the location may include the cost of a required concrete pad. Staff will include the following price range on the Public Works' website with an application upon approval of the policy. Benches that are 6 feet long with a middle arm rest and made of wood or metal, depending on the approved location. Picnic tables that are rectangular or square and allow for a wheelchair access point.
- The following price range will be updated as costs increase.

Plaque (purchase and install)	Bench (purchase and install)	Picnic Table (purchase and install)

$500 - $750	$3,000 - $3,500 with existing concrete pad	$3,400 - $3,900 with existing concrete pad
	$5,000 - $5,500 new concrete pad needed	$5,500 - $6,000 new concrete pad needed

- IOC determined that donors should not pay for vandalism that results in additional maintenance and/or replacement of the amenity. The Public Works Department does not have a funding source for vandalism and replacement of memorials. IOC supports staff recommendations to address vandalism including replacement for approved memorials that need to be replaced due to vandalism with the following potential funding sources:
    - Measure X Parks Funds
    - General Fund
    - Park Dedication Funding, if there is available funding in the specific area where the funding was generated.
    - County Services Areas, Community Facilities Districts, and Lighting and Landscaping Districts if there is available funding and the amenity is located within one of the established areas or districts.
    - Include an additional 5% in the cost price range develop adequate funds over time to replace vandalized memorials.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of the new policy, the County will not have a process to consider requests for plaques and memorials.

Contra Costa County Plaques and Memorials Policy

1.0 PURPOSE

The purpose of this policy is to provide a framework for assessing requests, installation, and ongoing maintenance and management of plaques and memorials in County public space.

2.0 POLICY

The policy covers plaques and memorials on benches and picnic tables in County-owned public spaces, including within road right-of-way, parks, and open space lands, and areas adjacent to County-owned buildings. All new plaques and memorials will be required to conform to this policy.

There may be existing plaques and memorials in the public space that predate this policy and should not be taken as a precedent for future approvals, nor should they necessarily be removed or modified for non-conformance.

3.0 BACKGROUND

Public space is a significant part of the County's social and cultural heritage and makes a valued recreational, environmental, and aesthetic contribution for people who live, work, and recreate in the County. Plaques and memorials provide recognition and can contribute to an understanding of people closely associated with this history.

Any decision regarding plaques and memorials needs to consider the balance between the desire to commemorate individuals, the public and aesthetic value of the bench or picnic table to which the plaque is attached, the ongoing enjoyment of uncluttered, well maintained County public space, and all associated costs with establishing and maintaining Memorials, as well as maintaining County property for other County or public purposes.

This policy will provide a consistent and standard procedure for assessing requests.

4.0 DEFINITIONS

Within this policy, the following definitions apply:

County Public Space – County property that is open or accessible to the public. County Public Space includes but may not be limited to:

- Public open space and lands, including parks, trails, natural areas, and landscaped grounds.
- Land reserve areas owned, occupied, or otherwise controlled by the County.
- Activity center locations within public space, including trails and footpaths, median strips, and public plazas.
- Road right-of-way areas, parking lots, and other transportation areas, including associated landscaped areas.

Donation Term – The donation term for a memorial object or installation is the earlier of ten years, or the useful life of the memorial object, as determined by the Public Works Director.

Memorial – A new bench or picnic table installed within a public space on which a Plaque is affixed.

Plaque or Dedication – A flat tablet of metal inscribed to commemorate a deceased person who had a strong tie to Contra Costa County or a specific Contra Costa County community. A plaque may be affixed to an existing bench or picnic table located within a public space.

5.0 POLICY STATEMENT

The County recognizes that dedications and memorials are important in recognizing and celebrating deceased persons closely associated with Contra Costa County or a specific community within Contra Costa County.

Policy Objectives

The County's objectives under this Policy include:

- Providing an opportunity to recognize and celebrate deceased persons who have made positive contributions to the community.
- Protecting the intended purpose, environmental values, and aesthetic appearance of County public spaces.
- Encouraging installation of memorials that serve to fill a specific need or provide a utilitarian function at a particular County public space.
- Providing a clear and equitable framework to manage requests for plaques and memorials to be located within County public spaces.
- Ensuring risks are adequately considered in relation to plaques and memorials on County land.

General Principles

To protect the intended purpose and aesthetic appearance of County public space, the County selectively considers installation of plaques and memorials on benches and picnic tables owned by the County. Plaques and memorials will only be considered where they are consistent with the County's strategic and design vision for the proposed location. The proposal must be consistent with relevant County strategies, master plans and the land's public purpose, and must not result in a change of use of the land. The location or appearance of a plaque or memorial bench or picnic table must not negatively impact the aesthetic or environmental value, safe operation, or use of public space or right of way, nor on the use of the space by the community.

The placement of any mementoes, e.g., flowers, statues, personal belongings, etc., in the vicinity of the memorial is prohibited.

The Public Works Director or designee has sole discretion to approve or deny an application for a dedication or memorial consistent with this Policy. Unless otherwise authorized by County:

- All costs associated with the design, purchase, construction, installation and maintenance of plaques and memorials are to be paid by the person or organization making the request for the plaque or memorial bench or picnic table.
- Purchase and installation of any plaque or memorial must be undertaken by the County.
- Installed benches and picnic tables will become the property of the County.
- Maintenance of memorial plaques, benches, and picnic tables shall be undertaken by the County.
- Wording on plaques is subject to County approval.
- All requests will be considered in the order received.
- Only one dedication per bench and picnic table is allowed.
- Memorial benches and picnic tables are for public enjoyment and are not reserved for exclusive use of donors.
- Plaques and memorials placed in County public space without County approval will be removed. Reasonable efforts will be made to identify and contact the people responsible for placing the item to advise them of this policy and to return any removed items to them.
- The County reserves the right to deny any plaques or memorials where it is determined they do not meet the criteria listed above.

The County does not guarantee to retain memorial plaques, benches, and picnic tables in a particular location through the donation term. If a bench or picnic table requires removal or relocation due to site safety, maintenance, or construction activities, the County will endeavor to contact the donor to identify one or more alternate site locations for relocation. At the end of the Donation Term, the County may contact the donor to determine if the donor wishes to renew an expiring memorial/dedication for an additional donation term. It is the donor's responsibility to notify the County of any change in contact information.

Existing plaques and memorials
Plaques and memorials that were established before the adoption of this policy will generally be retained in place for as long as practicable, subject to exceptions as listed above.

Requests for new plaques and memorials on County-owned land or Right of Way
The Public Works Director, or designee, will consider requests for new dedications to honor deceased individuals, including those from private individuals and community groups, for installation of plaques and memorials on land owned by the County.

Plaques and memorial requests from individuals or groups will only be considered to commemorate a deceased individual who had a strong, positive tie to Contra Costa County or a specific Contra Costa County community. Memorialized individuals should be known to or revered by a substantial number of community residents.

Inscriptions will not be permitted it they:

- Detract from the image of the County;
- May be considered discriminatory, derogatory, or offensive, including any inscriptions that discriminate on the basis of a protected class; or
- Exceed the space available on one plaque per object.

6.0 APPROVAL PROCESS
Placement of plaques or memorials in a public space requires prior written approval from the County. Persons making initial inquiries regarding the installation of a plaque or memorial should be referred to this policy for direction regarding criteria applicable to the inquiry. For initial inquiries, please contact the Public Works Department, Special Districts Section at 925-313-2000.

New plaques installed by the County

A. Applications must be in writing and submitted on a County-issued application form. The application should include, among other information, all relevant details including the proposed text as well as the preferred location for the plaque.

B. Final approval for the design and layout, wording, and location of any proposed plaque rests with the Public Works Director or designee. The County will determine the type and style of benches and picnic tables to choose from and the style of memorial plaque and lettering.

Requests for new plaques and memorials on County-owned land

A. The Plaques and Memorials Application must be completed in full and demonstrate compliance with this policy. The application should include all relevant details including proposed text as well as the preferred location for the plaque or memorial. A list of current bench and picnic tables and potential locations is available upon request.

B. Submit the completed application to the following location:

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attention: Special Districts Manager

C. Review of the application will be made by Public Works Department in accordance with the criteria in this policy.

All costs associated with the purchase and installation of a plaque or memorial will be calculated by the Public Works Director, or designee, at the time an application is approved. Payment in advance is required. The cost will reflect the actual cost of the plaque or memorial (i.e., bench or table with inscribed plaque) and all staff costs to install the plaque or memorial, which may include the cost of any required concrete pad.

D. Once an application is approved and the donor has paid costs associated with the donation, a reasonable installation schedule will be coordinated with the applicant but will be determined by the County. Schedules are subject to change.

E. Inscriptions shall be limited to a maximum of three lines and 20 characters/spaces per line, and donors may choose to include verbiage such as “In memory of _____” or “Dedicated to _____.” The County will approve all text for plaques.

Replacements
The County will replace plaques and memorials that are damaged beyond repair due to vandalism. Plaques and memorials that are damaged repeatedly may not be replaced.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-190 **Agenda Date:** 6/4/2024 **Agenda #:** D.2.

To: **Contra Costa County Flood Control and Water Conservation District**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Hearing to Adopt the Stormwater Utility Area Assessment for Fiscal Year 2024-2025, Countywide. Project No. 4500-6X7041.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing on the Engineer's Report and the proposed Stormwater Utility Area (SUA) assessments; RECEIVE and CONSIDER oral and written testimony, including objections and protests; and CLOSE the hearing.

2. DETERMINE that no changes to the SUA assessments or the Engineer's Report will be made in response to any objections or protests.

3. DETERMINE that rates for each SUA for Fiscal Year 2024-2025 are the maximum rates per Equivalent Runoff Unit for each area as shown in the Engineer's Report.

4. ADOPT Resolution confirming the SUA assessments for Fiscal Year 2024-2025.

5. DIRECT the Chief Engineer or designee to provide a certified copy of the Resolution and the roll of confirmed SUA assessments to the County Auditor-Controller before August 10, 2024.

FISCAL IMPACT:

The proposed assessments for SUAs 1 through 18 will provide approximately $15,905,706 in funding for cities and the County for the National Pollutant Discharge Elimination System (NPDES) program and drainage maintenance. (100% Stormwater Utility Area Assessment)

BACKGROUND:

On May 14, 2024, the Board of Supervisors (Board) acknowledged the receipt of resolutions, requesting the adoption of the SUA assessments for Fiscal Year 2024-2025, adopted Resolution No. 2024-178, and directed the Clerk of the Board to fix a public hearing for June 4, 2024, in its chambers to receive and consider oral and written testimony, including objections and protests, on the Engineer's Report and the proposed SUA assessments, as required by the Contra Costa County Flood Control and Water Conservation Act (Act). The majority protest procedure does not apply because the proposed rates for each SUA do not exceed the approved maximum rate for each area and because there has been no change in the methodology for how the assessment is calculated.

The Act, under the provisions of Section 12.8(a), authorizes the Board of the Contra Costa County Flood Control and Water Conservation District to levy assessments within SUAs. The Board must adopt the

Resolution confirming the SUA assessments for the County, and the incorporated cities of Antioch, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pittsburg, Pleasant Hill, San Pablo, San Ramon, Walnut Creek, and Oakley to levy SUA assessments for Fiscal Year 2024-2025. Confirmation of this Board action constitutes the levy of the SUA assessments for Fiscal Year 2024-2025.

CONSEQUENCE OF NEGATIVE ACTION:
If the proposed assessments for Fiscal Year 2024-2025 are not implemented, the program would have to be funded by the general funds or other sources of the cities and County to ensure compliance with NPDES permit requirements.

cc: Laura Strobel, County Administrator's Office, laura.strobel@cao.cccounty.us
Tom Geiger, County Counsel, tom.geiger@cc.cccounty.us
Bob Campbell, County Auditor-Controller, bob.campbell@ac.cccounty.us
Dorothy Lim, County Auditor-Controller's Office, dorothy.lim@ac.cccounty.us
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Duane Hernandez, Contra Costa Clean Water Program, duane.hernandez@pw.cccounty.us

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF LEVYING THE ANNUAL STORMWATER UTILITY ASSESSMENT FOR FISCAL YEAR 2024-2025, COUNTYWIDE.

The Board of Supervisors of Contra Costa County (Board), as the governing body of the Contra Costa County Flood Control and Water Conservation District (Flood Control District), FINDS that:

WHEREAS, the Contra Costa County Flood Control and Water Conservation Act (Act), under the provisions of Section 12.8(b), authorizes the Board to levy annual assessments within Stormwater Utility Areas (SUAs);

WHEREAS, Contra Costa County and the incorporated cities of Antioch, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pittsburg, Pleasant Hill, San Pablo, San Ramon, Walnut Creek, and Oakley have presented to the Board resolutions determining their respective SUA assessment rates and requesting the Flood Control District to levy assessments in their respective areas;

WHEREAS, a public hearing on the Engineer's Report and the proposed assessments was held on June 4, 2024;

WHEREAS, the rates for each SUA are the maximum rates per Equivalent Runoff Unit for each area as follows: SUA No. 1, Antioch-$25.00; SUA No. 2, Clayton-$29.00; SUA No. 3, Concord-$35.00; SUA No. 4, Danville-$30.00; SUA No. 5, El Cerrito-$38.00; SUA No. 6, Hercules-$35.00; SUA No. 7, Lafayette-$35.00; SUA No. 8, Martinez-$30.00; SUA No. 9, Moraga-$35.00; SUA No. 10, Orinda-$35.00; SUA No. 11, Pinole-$35.00; SUA No. 12, Pittsburg-$30.00; SUA No. 13, Pleasant Hill-$30.00; SUA No. 14, San Pablo-$45.00; SUA No. 15, San Ramon-$35.00; SUA No. 16, Walnut Creek-$35.00; SUA No. 17, Unincorporated County-$30.00; and SUA No. 18, Oakley-$30.00;

WHEREAS, the rates for each SUA does not exceed the maximum rates the majority protest procedure does not apply;

NOW, THEREFORE, BE IT RESOLVED, the Board CONFIRMS the SUA assessment for the County, and the incorporated cities of Antioch, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pittsburg, Pleasant Hill, San Pablo, San Ramon, Walnut Creek, and Oakley for Fiscal Year 2024 -2025.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1581 **Agenda Date:** 6/4/2024 **Agenda #:** D.3.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: HEARING on the itemized costs of abatement for property in unincorporated Contra Costa County, located at 460 Memory Lane, Oakley, California (Surges, Charles W., Owner), (Jason Crapo, Conservation and Development)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
OPEN the hearing on the costs of abating a public nuisance on the real property located 460 Memory Ln., Oakley, California, in unincorporated Contra Costa County (APN 018-280-006).

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be $3,626.40.

ORDER the itemized report confirmed and DIRECT that it be filed with the Clerk of the Board of Supervisors.

ORDER the costs to be specially assessed against the above-reference property and AUTHORIZE the recordation of a Notice of Abatement Lien.

FISCAL IMPACT:
No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

BACKGROUND:
Contra Costa County Ordinance Code Article 14-6.4 and California Government Code Section 25845 authorize the recovery of abatement costs in public nuisance cases, the recordation of a Notice of Abatement Lien, and inclusion of abatement costs on the tax roll as a special assessment, upon approval of the Board of Supervisors.

The Notice and Order to abate was posted on the above-referenced property for vacant property with overgrown vegetation, trash and debris and was serviced on the property owner and all person known to be in possession of the property by certified mail on June 8, 2023.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer

abated the nuisance on August 7, 2023.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on August 23, 2023. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 1025 Escobar Street, 1st Floor, Martinez, California.

CONSEQUENCE OF NEGATIVE ACTION:
If not approved, the County will not be able to recover costs for abatement on code violations on this property.

CONTRA COSTA COUNTY

DATE: March 6, 2024

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Conrad Fromme, Senior Building Inspector

RE: Itemized Report of Abatement Costs

The following is an itemized report of the costs of abatement for the below described property pursuant to C.C.C. Ord. Code ' 14-6.428.

OWNER: Surges Charles W.

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: July 8, 2023

ABATEMENT COMPLETED DATE: August 23, 2023

SITE ADDRESS: 460 Memory Ln., Oakley, CA 94561
APN#: 018-280-006

PROPERTY DESCRIPTION: Residential

AMOUNT OF ABATEMENT COSTS (CCC ORDINANCE CODE 14-6.428)

ITEM	EXPLANATION		COST
Notice to Comply (include first 2 inspections)		$	300.00
Site Visits (10 x $100 @)		$	.00
Recording Fee		$	17.00
PIRT (Title Search)		$	175.00
Certified Letter & Regular Mailings		$	24.40
Photos		$	10.00
Contractor hired for abatement		$	1,950.00
Final Site Inspection to Confirm Compliance			200.00
Compliance Report and Board Hearing		$	200.00
Total		$	**3,626.40**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

460 Memory Ln., Oakley, CA 94561

Before Photos

PRIVATE
PROPERTY
NO TRESPASSING

PRIVATE
PROPERTY

460 Memory Ln., Oakley, CA 94561

After Photos

PRIVATE
PROPERTY

PRIVATE
PROPERTY

File #: 24-1582 **Agenda Date:** 6/4/2024 **Agenda #:** D.4.

To: Board of Supervisors

From: Sustainability Committee

Report Title: Proposed Energy Code Amendment to Reduce Greenhouse Gas Emissions from New Buildings

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

CONSIDER authorizing the Department of Conservation and Development to prepare an ordinance amending the County building code to increase energy efficiency standards for newly constructed residential buildings, offices, hotels, and retail buildings to meet the County's Climate Action Plan goals, and provide related direction to staff, as recommended by the Sustainability Committee.

FISCAL IMPACT:

This activity will be accomplished with existing staff. Technical assistance for the development of the ordinance is provided with funding through the California Public Utilities Commission from the Bay Area Regional Energy Network and Statewide Reach Codes Program. There is no direct cost to the County if the Board chooses to use existing cost-effectiveness studies, which are used to demonstrate the findings and supporting analyses required under Section 10-106 of the State's Building Energy Efficiency Standards to adopt an amendment to a locally adopted building code that increase energy code requirements beyond the State-wide minimum requirements, commonly referred to as a "reach code."

BACKGROUND:

On February 27, 2024, the Board of Supervisors (Board) suspended its enforcement of Ordinance No. 2022-02, which amended the California Energy Code to require all newly constructed residential buildings, hotels, offices, and retail buildings be constructed as all-electric buildings without natural gas infrastructure. The ordinance, adopted on January 18, 2022, and operative on June 1, 2022, was suspended because of a decision on January 2, 2024, by the U.S. Court of Appeals 9th Circuit that invalidated a City of Berkely ordinance that prohibited natural gas infrastructure in new buildings. The court held that the federal Energy Policy and Conservation Act ("EPCA"), a federal statute that regulates the energy efficiency of several consumer products including water heaters, furnaces, stoves, and Heating, Ventilation, and Air Conditioning (HVAC) systems, precludes cities and counties from adopting ordinances that prohibit the installation of gas plumbing in buildings.

At the time ordinance was suspended, the Board also directed staff to amend the Draft Climate Action Plan 2024 Update to reflect the suspension of the County's all-electric requirement and to evaluate alternative methods of meeting the County's Climate Action Plan (CAP).

At its meetings on March 18, 2024, and May 20, 2024, the Sustainability Committee received updates from staff on options for encouraging all-electric buildings in Contra Costa County. Based on direction provided by the Committee at its March meeting, staff proposed a new energy code amendment to the Committee at its May meeting to replace the County's all-electric ordinance suspended by the Board on February 27, 2024.

Sustainability Committee Recommendation(s)

As recommended by staff, the Sustainability Committee recommends that the Board of Supervisors authorize staff to develop an ordinance amending the energy code portion of the local building code to require new construction of single-family, multi-family, retail, office, and hotels to achieve a higher performance standard for energy efficiency and conservation than what is currently required in the State Energy Code. Based on current technologies, most if not all cost-effective measures taken to achieve the higher energy performance standard will result in reduced greenhouse gas (GHG) emissions.

It is also recommended that the proposed energy code amendment be planned for an operative date of January 1, 2025, to align with the County's Draft 2024 CAP goals. An overview of the specific energy performance standards recommended for each building type is provided in Exhibit A of this report.

Single-Family Residential Buildings and Accessory Dwelling Units

Under the current State Energy Code, newly constructed single-family residential buildings and accessory dwelling units (ADUs) must be designed to achieve the statewide minimum building energy standard as measured by the building's Energy Design Rating (EDR). The EDR is a metric that rates the building's energy performance and consumption based on the proposed design. The EDR considers the building's energy efficiency (based on the efficiency features of the building's space heating, cooling, ventilation, and water heating) and the building's demand flexibility (including the building's solar photovoltaic system, battery storage system, precooling, and other demand-responsive measures). Due to climactic effects, the required energy performance standard, like the EDR, differs depending on the climate zone (location) in which the new building is constructed. Contra Costa County has two climate zones. Climate Zone 3 generally encompasses West County, and Climate Zone 12 generally encompasses Central and East County.

The current State Energy Code requires newly constructed single-family residential buildings and ADUs to achieve a minimum EDR score based on the installation of at least one heat-pump system (e.g., space heating or water heating). However, the required EDR may be achieved through other alternative measures that achieve a similar level of energy performance and consumption.

For new single-family residential buildings, the proposed approach would increase the energy performance standard by requiring new building designs to achieve a higher EDR score. The increased standard would be based on building designs that include two heat-pump systems (e.g., one space heating heat-pump and one water heating heat-pump), though developers could achieve the increased standard through other alternative measures, such as battery storage or additional rooftop solar. The increased performance standard is expected to result in GHG reductions due to the cost-effective measures available for achieving the standard. The proposed approach is similar to those implemented by the City of San Luis Obispo and the City of Santa Cruz.

For Climate Zone 3, it is not recommended that the County have a higher EDR standard for new ADUs because current cost-effectiveness studies have not found that imposing the higher standards for ADUs in that zone to be

cost-effective. New ADUs in Climate Zone 12 would be subject to the higher EDR standard.

Multi-family Residential and Non-Residential Buildings

Under the current State Energy Code, newly constructed multi-family residential buildings and non-residential buildings (office, retail, and hotel) must be designed to achieve the statewide minimum building energy standard as measured by the building's Time Dependent Valuation (TDV). The TDV metric calculates the long-term forecast of hourly electricity, natural gas, and propane costs to building owners using the latest California Energy Commission forecasts and outlook for California's energy sectors. It is meant to incorporate the societal and environmental impacts into the cost of energy during a given hour of the year.

For new multi-family residential buildings and non-residential buildings, the proposed approach would increase the energy performance standard by requiring new building designs to achieve a more energy efficient TDV score. For new low-rise multi-family residential buildings (three stories or fewer), the more efficient TDV score would be based on building designs that include two heat-pump systems (e.g., one space heating and one water heating), though developers could achieve the increased standard through other alternative measures such as battery storage or additional rooftop solar. For new high-rise multi-family residential buildings (four stories or more) and non-residential buildings, the increase in required TDV score would be less than for other building types because high-rise multi-family residential buildings and non-residential buildings are already required to install highly efficient equipment under the current energy code. To achieve the higher TDV score, most new high-rise multi-family residential and non-residential buildings would only need to install additional photovoltaic solar (PV) beyond the current energy code requirements.

Cost-effectiveness and California Energy Commission Approval

Local building codes that go beyond the state minimum standards of the energy code, like what is being proposed, must be cost-effective and must be submitted to the California Energy Commission for approval. Cost-effectiveness studies for regulations similar to what is being proposed have been developed for most climate zones throughout the State. Most studies have been prepared by the Statewide Investor-Owned Utilities Codes and Standards Team (Statewide IOU Team) and funded by ratepayer funds. Staff has reviewed the existing cost-effectiveness studies that support the proposed regulations and believe those studies show that the recommended energy performance standards for each building type are cost-effective. If approved by the Board, the County could utilize the existing cost-effectiveness studies to substantiate the proposed regulations for submittal to the Energy Commission.

Other Options Considered but not Recommended

County staff attended a workshop with the Building Official from the Town of Los Altos Hills to discuss the Town's Zero NOx ordinance adopted in February 2024, which amends the CalGreen portion of the building code. The ordinance requires that all building heating and cooling systems inside a residential building be Zero NOx (e.g. have no nitrogen oxides emissions), such as water heating and space heating/cooling. The ordinance also has exemptions for both indoor and outdoor cooking equipment and allows for technical infeasibilities, where the property owner may submit a request to use alternative means and methods for both water heating and space heating/cooling, if necessary. Due to its technical infeasibility clause and exemptions, as well as its mandate to require Zero NOx equipment without the option to choose based on building code performance, this approach is not recommended by staff. The proposed energy code amendment recommended by the Sustainability Committee will achieve the same objective as regulating NOx (namely, reducing emissions from new buildings) while providing home builders with more options for achieving the objective.

Staff also researched the feasibility of amending the CalGreen portion of the building code to reduce the amount of construction waste sent to landfills and use materials that have lower life-cycle emissions. After full consideration, these options were found to be infeasible to implement to meet our current short-term CAP goals. However, County staff will be exploring on a more long-term basis the potential to consider policies that can lower life-cycle emissions and other options that may reduce construction waste sent to landfills.

Proposed Energy Code Amendment Impact on 2024 Draft Climate Action Plan

If the County were to implement this proposed energy code amendment by January 1, 2025, it would have a substantial impact on the County meeting its Draft 2024 CAP goals. However, the proposed energy code amendment would not entirely make up for all of the GHG reduction projected from the now suspended all-electric building ordinance. DCD and its consultants are reviewing various alternatives for achieving additional GHG reductions in the CAP and will report back to the Board at a future date.

CONSEQUENCE OF NEGATIVE ACTION:

The County would likely not meet its GHG emissions targets proposed in its Draft 2024 Climate Action Plan.

Energy Code Compliance Margins for Proposed Building Energy Building Code Amendment

Building Type	Climate Zone 3, West County EDR[1]/TDV[2] Margin	Climate Zone 12, Central and East County EDR[1]/TDV[2] Margin	Cost-effective Design Options
Single-Family Homes[1]	9	11	Install second heat pump system, or install battery storage and additional solar.
Accessory Dwelling Units (ADUs)[1]	Not yet proven cost-effective. No change recommended.	6.6	Only for Climate Zone 12, Install second heat pump system, or install battery storage and additional solar.
Low-rise Multifamily (up to 3 habitable stories)[2]	10%	11%	More heat pump system(s), or install battery storage and/or additional solar.
High-rise Multifamily Residential (4 or more habitable stories)[2]	4%	4%	Would need additional solar above current code requirement(s).
Non-residential (Office, Retail, and Hotel)$_2$	5%	4%	Would need additional solar above current code requirement(s).

[1] **Energy Design Rating (EDR)** - Rates the building energy efficiency based on hourly source energy use for the home measured in kBtu/ft^2-yr. It includes energy use for the building envelope, indoor air quality (IAQ), HVAC, water heating and unregulated loads. The metric approximates the building's greenhouse gas (GHG) emissions to support California's GHG reduction goals.

[2] **Time Dependent Valuation (TDV)** - Is a metric constructed from a long-term forecast of hourly electricity, natural gas, and propane costs to building owners consistent with the latest California Energy Commission (CEC) forecasts and outlook for California's energy sectors. It includes energy use for the building envelope, indoor air quality (IAQ), HVAC, water heating and unregulated loads. This also include PV, battery storage and precooling, when added.

Proposed Energy Code Amendment to Reduce Greenhouse Gas Emissions from New Buildings

Board of Supervisors
June 4, 2024

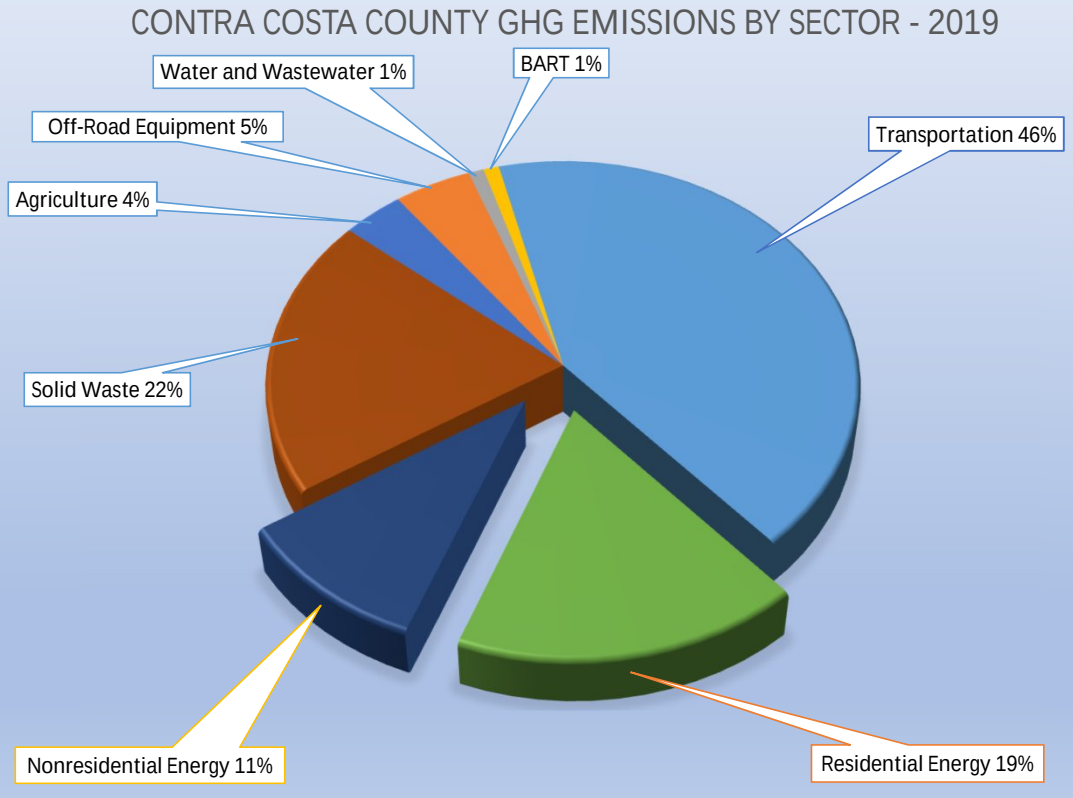
Demian Hardman-Saldana
Department of Conservation and Development
Contra Costa County
925-655-2816 · Demian.Hardman@dcd.cccounty.us

Today's Presentation

- Background
- Staff Research and Sustainability Committee Recommendation
- Title 24 Part 6 - Energy Code Basics
- Proposed Energy Code Amendment
- Cost Effectiveness

Background

- Contra Costa County to consider adopting the 2024 Climate Action Plan (CAP) update in Fall 2024.
- The plan will establish targets for reducing greenhouse gas (GHG) emissions through 2045.
- Buildings responsible for ~30% of County's GHG emissions making them critical to achieving CAP reduction targets.



County's All-Electric Ordinance for New Construction & Recent Decision Impacting Ordinance

County's All-Electric Ordinance

Adopted January 18, 2022, with operative date of June 1, 2022, amended the 2019 & 2022 California Energy Codes to require new construction to be All-Electric for residential buildings, hotels, offices and retail buildings.

California Restaurant Association v. City of Berkeley

Berkeley's ordinance requiring all-electric new construction invalidated

Pre-empted by federal Energy Policy and Conservation act of 1975 (EPCA)

Action by Board of Supervisors on February 27, 2024

Suspended enforcement of Ordinance 2022-02 requiring most new construction to be all-electric. The BOS directed staff to look into other approaches to replace the suspended ordinance.

Sustainability Committee

On March 19, 2024, staff received instruction from Committee to explore and identify alternatives to replace the County's all-electric ordinance (2022-02).

On May 20, 2024, staff recommended to Committee proposed new Energy Code Amendment to Reduce Greenhouse Gas Emissions from New Buildings

Staff Research and Committee Recommendation

Staff met with other jurisdictions and energy code experts (Sacramento, San Jose, San Luis Obispo) to learn how they are approaching building decarbonization

Staff attended Workshop with Building Official of Los Altos Hills, and staff from City of Santa Cruz

Two approaches identified:

1. Amend the energy code to require higher energy compliance margins (City of San Luis Obispo and City of Santa Cruz), and/or
2. Amend CALGreen Building Standards to require zero NOx emission equipment for new construction (Los Altos Hills)

Sustainability Committee recommends ordinance amending County building code to require higher energy efficiency standard than State

California Title 24 Part 6 Energy Code Basics

California Energy Code can be utilized by local governments to help reduce greenhouse gas (GHG) emissions by regulating the way energy is used in buildings.

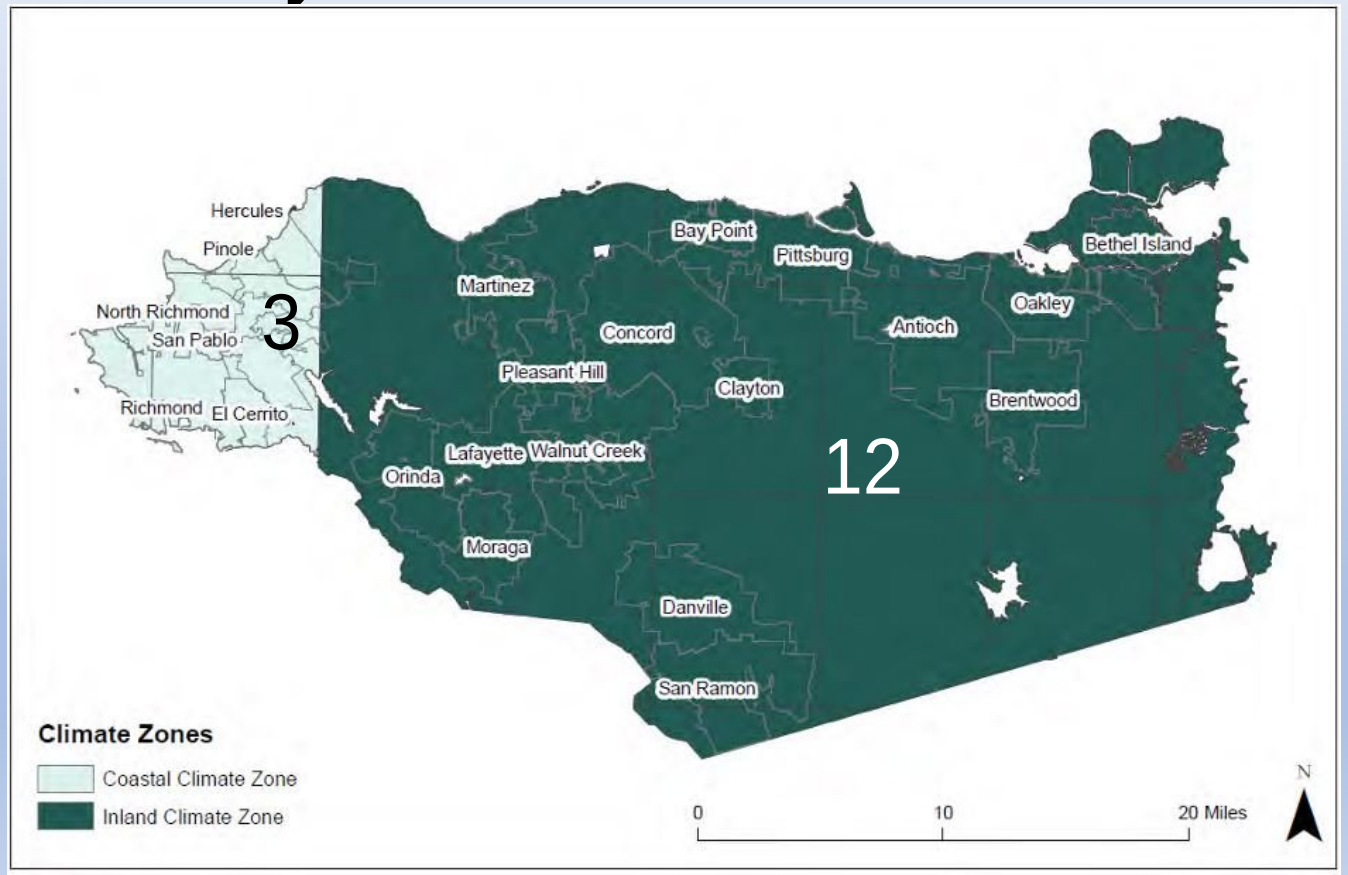
Definitions

- Reach Code: Local amendments to energy standards for new buildings that are more stringent than Statewide requirements.
- Source Energy: In buildings, source energy represents the underlying fuel sources used to power building systems and equipment.

  Examples include:

  - Electricity
  - Natural Gas
  - Solar
  - Propane

Building Code Climate Zones (CZ) for Contra Costa County



Energy Code Scoring Systems for New Single-Family and Non-Residential Buildings

Energy Design Rating (EDR) Score for Single-Family homes and Accessory Dwelling Units.

More stringent (or more energy efficient) Energy Code would require a lower EDR score.

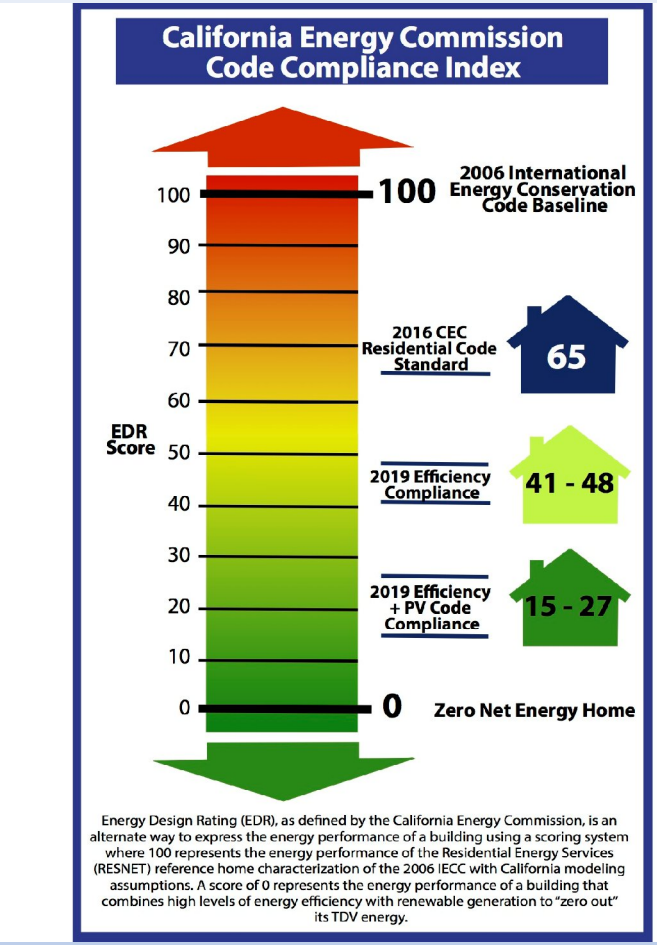
Energy performance calculations are required for Non-Residential Buildings (this includes multi-family buildings and all other non-residential buildings).

A more stringent (or more energy efficient) Energy Code would require the building perform a certain percentage (%) lower than the current building energy code standard requirements.

Energy Code Scoring System for Single Family and Accessory Dwelling Units

- Requires an Energy Design Rating (EDR) score for each home. Scoring is 0-100. A zero score is a building that has zero net energy consumption; a lower score is better. A score of 100 would meet the 2006 International Energy Conservation Code.

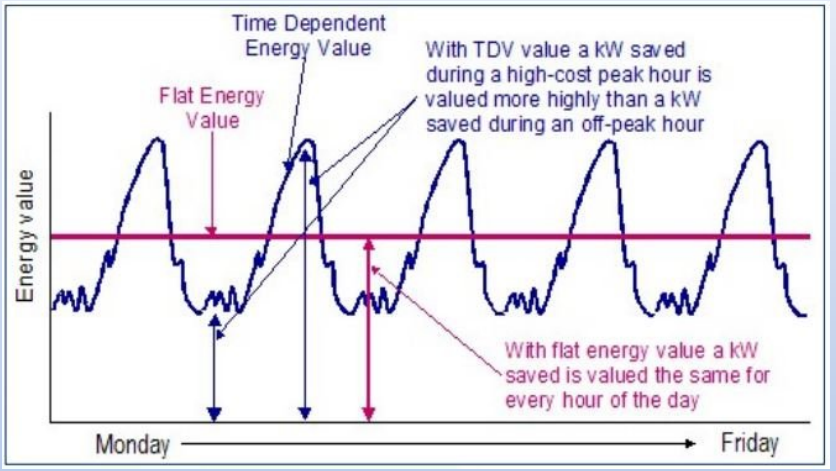
- Recommend an EDR score lower than State standard for all new single-family homes and only in Zone 12 for Accessory Dwelling Units.



Source: California Energy Commission

Energy Code Scoring System for Non-Residential Buildings

- Non-residential buildings use a complex modeling software approved by the California Energy Commission to determine energy code compliance. The energy modeling uses a Time Depend Valuation (TDV) approach.
- Staff recommends an energy efficiency performance that is a certain percentage (%) lower than the current State standard for each Climate Zone.



Source: California Energy Commission

Time Dependent Valuation Energy

Time dependent valuation (TDV) energy starts with the energy used at the building site as shown on utility bills (i.e., electricity kWh, natural gas therms, and fuel oil or LPG gallons). To convert site energy to TDV energy, the site energy for each fuel type is multiplied by a TDV multiplier. TDV multipliers vary for each hour of the year and by energy type (electricity, natural gas or propane), by Climate Zone and by building type. This reflects regional and hourly differences in the cost and availability for different energy sources. TDV energy assessments in the Performance Approach support the idea that energy efficiency measure savings have different impacts depending on when the savings occur. This helps reflect the actual costs of energy to consumers, the utility system and society.

Proposed More Energy Efficient Energy Code Compliance Margins

Building Type	Climate Zone 3, West County EDR[1]/TDV[2] Margin	Climate Zone 12, Central and East County EDR[1]/TDV[2] Margin	Cost-effective Design Options
Single-Family Homes[1]	9	11	Install second heat pump system, or install battery storage and additional solar.
Accessory Dwelling Units (ADUs)[1]	Not yet proven cost-effective. No change recommended.	6.6	Only for Climate Zone 12, Install second heat pump system, or install battery storage and additional solar.
Low-rise Multifamily (up to 3 habitable stories)[2]	10%	11%	More heat pump system(s), or install battery storage and/or additional solar
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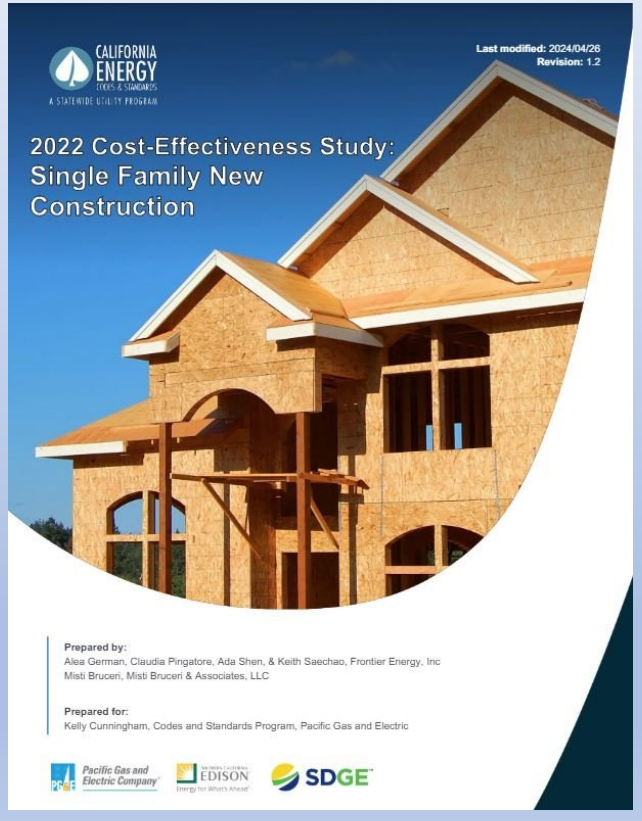
Non-residential (Office, Retail, and Hotel)$_2$	5%	4%	Would need additional solar above current code requirement(s).

[1] Energy Design Rating (EDR) - Rates the building energy efficiency based on hourly source energy use for the home measured in kBtu/ft^2-yr. It includes energy use for the building envelope, indoor air quality (IAQ), HVAC, water heating and unregulated loads. The metric approximates the building's greenhouse gas (GHG) emissions to support California's GHG reduction goals.

[2] Time Dependent Valuation (TDV) - Is a metric constructed from a long-term forecast of hourly electricity, natural gas, and propane costs to building owners consistent with the latest California Energy Commission (CEC) forecasts and outlook for California's energy sectors. It includes energy use for the building envelope, indoor air quality (IAQ), HVAC, water heating and unregulated loads. This also include PV, battery storage and precooling, when added.

Cost-Effectiveness

- The County is required to illustrate cost-effectiveness and energy savings
- Cost-Effectiveness Studies are developed by the State for use by local jurisdictions
- The proposed amendments to the County's energy code meet the State requirements.



Recommendations and Next Steps

CONSIDER authorizing the Department of Conservation and Development to prepare an ordinance amending the County building code to increase energy efficiency standards for newly constructed residential buildings, offices, hotels, and retail buildings to meet the County's Climate Action Plan goals, and provide related direction to staff, as recommended by the Sustainability Committee.

Staff proposes to bring draft ordinance back to Board in approximately September 2024 with proposed operative date of January 1, 2025, to meet Draft 2024 Climate Action Plan and General Plan timeline.

Questions?

Contact:
Demian Hardman-Saldana
Principal Planner

demian.hardman@dcd.cccounty.us
P: 925-655-2816

File #: 24-1583 **Agenda Date:** 6/4/2024 **Agenda #:** D.5.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Envision Contra Costa 2040 Comprehensive Zoning Code Update

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONSIDER accepting a report on the Envision Contra Costa 2040 Comprehensive Zoning Code Update and provide direction to staff.

FISCAL IMPACT:

The project will be funded by the Land Development Fund. No impact to the General Fund.

BACKGROUND:
Envision Contra Costa 2040, the County's ambitious program to modernize our General Plan, Zoning Code, and Climate Action Plan, is entering an exciting new phase. Building upon the strong foundation of the 2045 General Plan, which will return to the Board for consideration and potential adoption later this summer, we are now embarking on a comprehensive update of the County Zoning Code (Title 8 - Ordinance 382) and closely related Code sections. This is a landmark undertaking, as it marks the first comprehensive update since the Code's initial adoption in 1947.

Over the past eight decades, Contra Costa County has experienced remarkable growth and transformation. While the Zoning Code has been amended over time to address evolving needs, these incremental changes have resulted in inconsistencies that can be best addressed through a comprehensive review. This update will ensure that the Code aligns with the community's shared vision articulated in the 2045 General Plan, establishing a clear, intuitive, and forward-thinking framework for environmental justice, community health, economic development, and sustainability. The comprehensive Code update will focus primarily on Title 8 (Zoning), with associated amendments to Titles 2 (Administration) and 9 (Subdivisions). These titles are frequently referenced by both County staff and the public, and our aim is to enhance their user-friendliness, ensuring that development regulations are easily accessible and understandable to all stakeholders.

ZONING UPDATE REPORT

The Zoning Update Report (ZUR) serves as the foundation for a comprehensive update to the County's zoning regulations. This initial step identifies current zoning issues and recommends potential revisions and improvements.

The ZUR establishes a set of core principles that will guide the code update process. These principles provide a

framework for the revisions. The principles include alignment with the 2045 General Plan, ensuring code accessibility, establishing a clear and transparent planning review process, and supporting zoning regulations that reflect existing development or provide visionary regulations. To manage implementation of this monumental task, the potential changes are categorized into three distinct phases: Phase I, Phase II, and Phase III. Additionally, the report acknowledges ongoing zoning code modifications that fall outside the scope of this comprehensive update, due to their ongoing nature or separate origin and timeline.

The report largely focuses on the major updates that will be considered during Phase II. The recommendations outlined are based on input gained from interviews and discussions with County staff, a stakeholder survey, and document reviews of the current Code, Draft Contra Costa County 2045 General Plan, adopted Housing Element, and applicable provisions of State law, as well as research of best practices from other jurisdictions. Recommendations are organized by the following topics: (1) Code Accessibility, (2) Administrative Procedures, (3) Land Use Regulations, and (4) Zoning Districts and Development Standards.

May 22, 2024 STUDY SESSION at COUNTY PLANNING COMMISSION

The May 22, 2024 County Planning Commission meeting featured a study session focused on the proposed Comprehensive Zoning Code Update. Commissioners provided valuable feedback, emphasizing the importance of supporting industry, local and regional commercial development (including event centers), new agricultural zoning districts, and mobile/tiny home permitting. Additionally, they highlighted the need for code accessibility across all communities, the potential use of Artificial Intelligence for improved code understanding, and the inclusion of clear charts, diagrams, and objective design standards. Finally, the Commission supported coordinating definitions with other regulations and suggested further research on unit intensity and density.

BOARD GUIDANCE

At this meeting, staff will present the ZUR to the Board of Supervisors for their review and input. Once we have gathered feedback from the Board, staff will finalize the Zoning Update Report and initiate the process of implementing the Envision Contra Costa Comprehensive Zoning Code Update.

DOCUMENT AVAILABILITY

The public review drafts of the Contra Costa County 2045 General Plan, CAP, and Zoning Code Update Report are available at https://envisioncontracosta2040.org/documents/

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not accept the report, the Department of Conservation and Development will not move forward with the next step of the Envision process, updating the County Zoning Code.

ENVISION
CONTRA COSTA 2040

Contra Costa County

Zoning Update Report

Public Draft | May 2024

Contra Costa County

Zoning Update Report

Public Draft | May 2024

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PLACEWORKS

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INTRODUCTION AND BACKGROUND

Report Objectives, Principles, and Approach

Building on the foundation of our 2045 General Plan, the Envision Contra Costa 2040 Project continues its transformative work with a comprehensive update to the County Zoning Code (Code). This will be the first comprehensive update of the County's Zoning Code (Title 8 - Ordinance 382) since its initial adoption by the Contra Costa County Board of Supervisors in 1947.

The County has changed in many ways over the past eight decades. Over time, the County's Zoning Code has undergone various updates. While these updates addressed evolving needs, they also resulted in inconsistencies that will benefit from this comprehensive update. The comprehensive Code update will ensure seamless alignment with our shared vision in the 2045 General Plan, providing a clear, intuitive, and forward-thinking framework for environmental justice, community health, economic development, and sustainability. It will empower our communities and guide us in achieving sustainable, vibrant growth for generations to come.

The comprehensive Code update will focus primarily on Title 8 *(Zoning)* with associated amendments to Titles 2 (*Administration*) and 9 (*Subdivisions*). We recognize that these titles are frequently referenced by County staff and the public alike. Therefore, our goal is to create a user-friendly Code that will make it easier for all stakeholders to navigate and understand the development regulations in our community.

The Zoning Update Report (ZUR) is the initial step in identifying existing issues and recommending revisions and improvements. Appendix A of this ZUR contains a comprehensive list of update items identified by County staff. This list represents the current scope of the update and may evolve during the review process. These items are categorized into three phases: Phase I, Phase II, and Phase III. Additionally, there is a separate category for other ongoing Zoning Code changes not part of the comprehensive Code update. Each category is defined as follows:

- **Phase I:** All actions identified in the County's recently adopted Housing Element Update that call for a Code update by January 31, 2024. The Board of Supervisors adopted these actions on January 16, 2024.

- **Phase II:** Updates that will be completed as part of the comprehensive Code update effort, including substantial changes to Title 8 *(Zoning)* as well as targeted updates to Title 2 *(Administration)* and Title 9 *(Subdivisions)*.
- **Phase III:** Larger updates that could be considered separate projects. Many of these updates would begin concurrently with Phase II updates but are expected to require more time or effort. Phase III includes items like new ordinances for regulatory issues, such as environmental justice and air quality. It will also include creating materials to help disseminate and explain the updated Zoning Code.
- **Separate From the Comprehensive Code Update:** These are projects that are already in progress or are not considered as part of the comprehensive Code update.

This report largely focuses on the major updates that will be considered during Phase II. The recommendations outlined here are based on input gained from interviews and discussions with County staff, a stakeholder survey, and document reviews of the current Code, Draft Contra Costa County 2045 General Plan, adopted Housing Element, and applicable provisions of State law, as well as research of best practices from other jurisdictions. Recommendations are organized by the following topics: (1) Code Accessibility, (2) Administrative Procedures, (3) Land Use Regulations, and (4) Zoning Districts and Development Standards.

This ZUR and future comprehensive Code update are driven by the following core principles designed to support the County's long-term vision and goals:

Align regulations and procedures with the Contra Costa County 2045 General Plan goals, policies, and actions.

Ensure that the Code is accessible and easy to use.

Establish a clear and transparent planning review process that enables fair, predictable review, protection of the public interest, and effective public involvement, as appropriate.

Support zoning regulations that reflect existing development patterns or provide visionary regulations where appropriate.

Zoning 101

WHAT IS ZONING?

Zoning regulations are conveyed through two main components: the Zoning Map (Figure 1) and Zoning Code (see excerpt in Figure 2). The Zoning Map is a visual representation of how land in a jurisdiction is divided into different zoning districts. Zoning district designations are different for each jurisdiction but typically cover residential, commercial, office, industrial, public, agricultural, and open space uses. The County's current Zoning Map includes 37 base zoning districts; the Zoning Code presents a specific set of rules and regulations for what can or cannot be done on a property within each district. For example, the Zoning Code may set limits on building height or size, require building setbacks, or specify what uses are allowed or what type of permit is required to develop each use.

Zoning has historically been used, namely through exclusionary zoning practices, to perpetuate segregation and racial inequities. However, zoning is a dynamic tool that can also be wielded to promote equity and inclusion. By carefully examining existing zoning districts and regulations, we can identify areas where change is needed to undo past harms. When used thoughtfully, zoning can support the creation of diverse, vibrant, and inclusive communities. With this in mind, the zoning districts depicted on the Zoning Map and the regulations within the Zoning Code have a profound impact on the overall character and accessibility of new development. Therefore, zoning is a powerful tool for implementing the goals of the 2045 General Plan related to equity, allowing us to shape communities that are inclusive, thriving, and just.

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FIGURE 1 – CURRENT COUNTY ZONING MAP (CCMAP.CCCOUNTY.US)

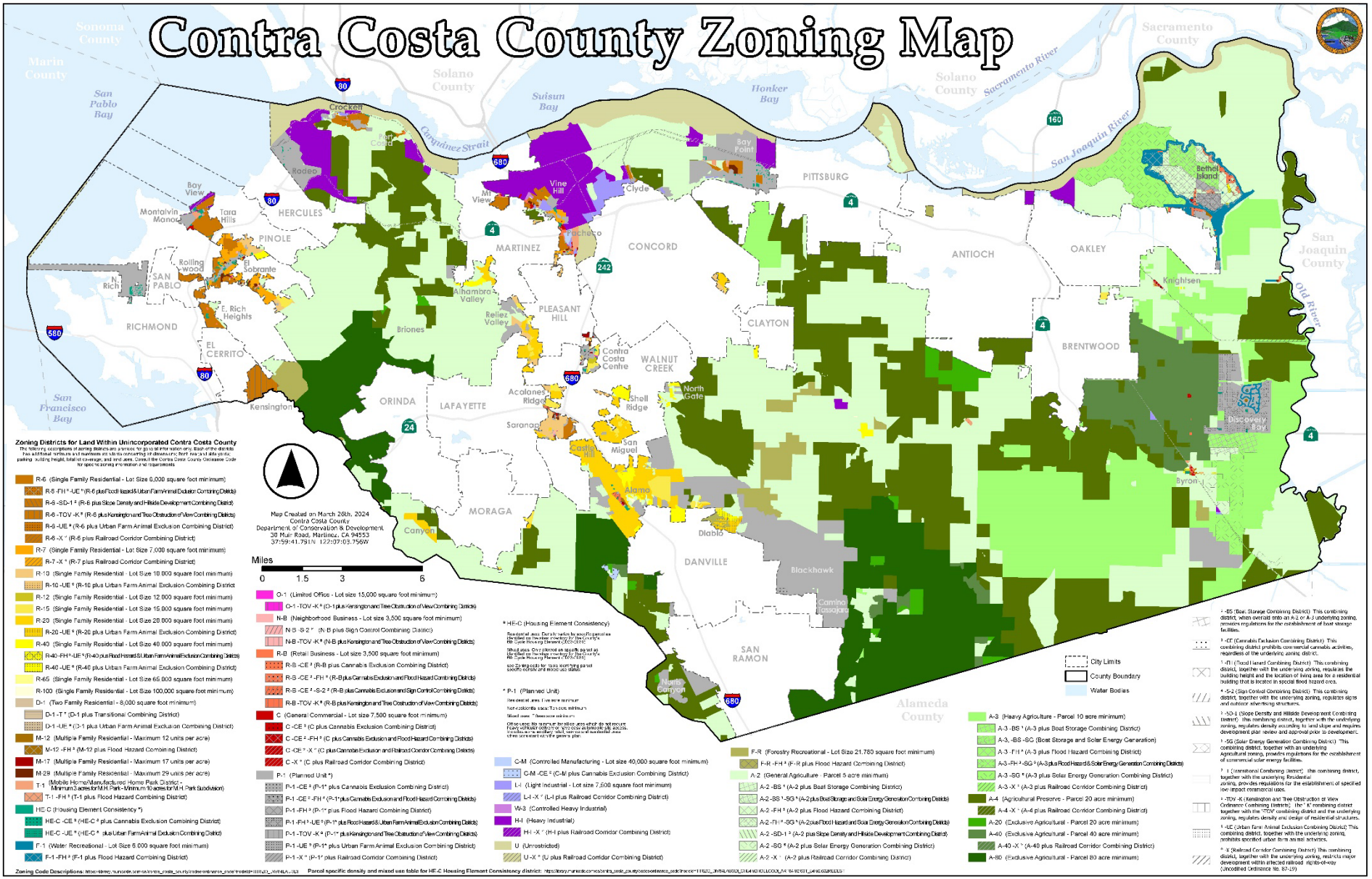

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FIGURE 2 – SAMPLE EXCERPT OF CURRENT COUNTY ZONING CODE, CHAPTER 84-52 (CONTRACOSTA.CA.GOV/4736)

Chapter 84-52 - R-B RETAIL BUSINESS DISTRICT

Article 84-52.2. General

84-52.202 - General provisions.

All land within an R-B retail business district may be used for any of the following uses, under the following regulations set forth in this chapter.

(Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(part): Ord. 1046: Ord. 556: Ord. 382).

Article 84-52.4. Uses

84-52.402 - Uses—Permitted.

Uses permitted in the R-B district shall be as follows:

(1) The carrying on of a retail business as defined in Section 82-4.216 provided all the sales, demonstrations, displays, services and other activities of the retail business are conducted within an enclosed building, except that off-street parking shall be permitted;

(2) All of the uses permitted in single-family and two-family residential districts together with the uses permitted in these districts after the granting of land use permits; and

(3) Hotels and motels.

(Ord. No. 2022-03 , § XI, 5-24-22; Ord. 2011: Ord. 1985: Ord. 1781: Ord. 1569: prior code § 8160(a): Ord. 1046: Ord. 556: Ord. 382).

84-52.404 - Uses—Requiring a land use permit.

In the R-B district the following uses are permitted after the issuance of a land use permit:

(1) Lumber yard;

(2) Cabinet shop;

(3) Sheet metal shop;

(4) Animal hospital;

(5) Commercial dog kennel;

(6) Hobby dog kennel;

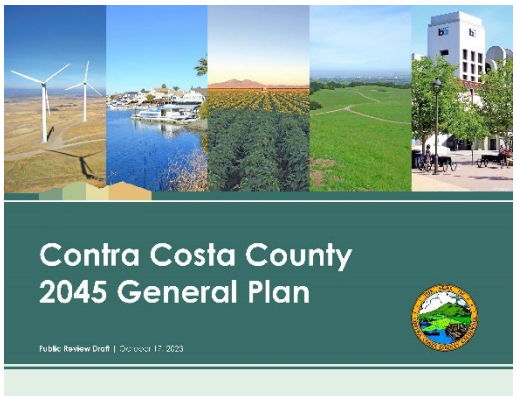
(7) Auto garage which includes body repair and painting;

(8) Building contractor's yard;

ZONING AND THE GENERAL PLAN

State law requires each City and County in California to prepare and maintain a General Plan. This document serves as a jurisdiction's "constitution" or "blueprint" for future growth, typically for a 20-year period. The General Plan outlines a vision for the future, along with policies and implementation measures to achieve that vision. State law further prescribes eight topics or "elements" to be addressed: land use, housing, open space, circulation, conservation, safety, noise, and environmental justice.

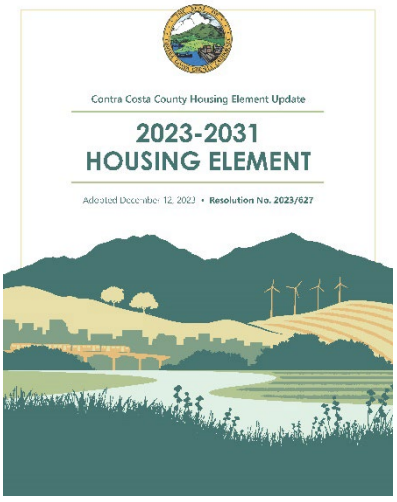
The County is currently updating its General Plan to plan through the year 2045. The Contra Costa County 2045 General Plan will outline County goals, such as balancing physical growth with conservation, and will contain policies and actions that respond to current concerns about sustainability, environmental justice, economic development, and community health.



Contra Costa County 2045 General Plan Public Draft

The County's Housing Element was also recently updated on a separate but parallel track as the General Plan. The schedule for updating the Housing Element is specifically prescribed by the State. Housing Elements establish policies and actions to meet a community's anticipated housing needs over the next eight years. The County's updated Housing Element includes housing policies and actions to preserve existing homes and increase housing production and identifies locations that can accommodate future housing. The Housing Element was adopted by the County Board of Supervisors on December 12, 2023.

The County's General Plan, including the Housing Element, guides decisions about zoning, development, public services, transportation improvements, and other land use or regulatory matters. By law, the Zoning Code must be consistent with the most recent General Plan and Housing Element. Both documents include actions that call for specific changes to the Code, and these actions are a significant focus of the comprehensive Zoning Code update.



Contra Costa County 2023-2031 Housing Element

ZONING FOR HOUSING

Zoning has a direct impact on the production of housing, since it regulates how housing can be developed. California, like much of the country, is currently in a housing crisis; there is not enough housing produced to keep up with demand and the available housing is often not affordable to those seeking housing. Between 2010 and 2016, only 0.74 units were produced for every household formed in the state. The result of this underproduction can be felt throughout the state through high housing prices and the rising level of homelessness. Today, the average price for a home in California is $786,180,[1] with many areas exceeding $1 million. Median rent for a two-bedroom apartment or condo is $2,332.[2] In 2023, the United States Department of Housing and Urban Development (HUD) reported[3] that there were over 180,000 unhoused Californians, which is 28 percent of the nation's total homeless population.

While the housing market is complex and affected by many players and components, one key factor affecting housing production and affordability is restrictive local land use regulations such as those found in zoning codes. For instance, minimum parking regulations, the prohibition of missing middle units in single-family residential areas, or high impact fees that are charged per unit instead of per square foot can create barriers to the production of high-density, multi-family, and affordable housing.

Since 2017, California state legislators have passed over 100 new laws aimed at addressing the State's housing affordability crisis from multiple angles. A number of these laws replace local zoning provisions with State requirements. For example, Assembly Bill (AB) 2097, codified as Section 65863.2, prohibits the County from applying minimum parking requirements for many types of new development on sites located within a half mile of a major transit stop. State laws also direct that accessory dwelling units (ADUs) must be reviewed ministerially and prohibit the County from imposing maximum lot coverage standards, setback standards, minimum lot sizes, or other standards that would prevent a property owner from building an ADU. Other recent State laws are changing the longstanding relationship between General Plan land use designations and zoning districts. Specifically, California Government Code Section 65589.5(j)(4), part of the Housing Accountability Act, "requires a city to defer to its general plan's density requirements whether a property's zoning is consistent or inconsistent with the general plan." Taken altogether, these changes diminish the impact of zoning as a tool to regulate development, especially in cases where an applicant can argue that the General Plan and Zoning Code are inconsistent.

Input to Date

This report was informed by input from County staff and key stakeholders. Staff engagement began in 2019 with internal discussions and a staff survey on potential Code improvements. In August 2023, the County's consultant, PlaceWorks, interviewed key County staff members who regularly use the Code, including Planning Technicians, Planners, the Permit Center Manager, and Deputy County Counsel. The interviews allowed PlaceWorks to gain first-hand input from staff about what they think currently works and does not work in the Zoning Code and suggestions for how the Code should be updated to improve customer service and internal processes.

In the intervening years, County staff and PlaceWorks maintained an ongoing list of Code fixes identified by staff and community members through regular Permit Center operations and through the General Plan Update process, which included extensive community outreach and engagement between 2019 and 2024. During that time, we held or participated in over 130 public and community-organized meetings to discuss the General Plan and zoning with residents, community advocates, stakeholders, and public officials, including:

- Meetings of the Board of Supervisors, Planning Commission, Sustainability Commission, Library Commission, Hazardous Materials Commission, Arts and Culture Commission, Sustainability Committee, Historic Landmarks Advisory Committee, Aviation Advisory Committee, and all 13 Municipal Advisory Councils.

Community members discuss General Plan and zoning changes for their community.

[1] https://www.zillow.com/home-values/9/ca/

[2] https://www.zillow.com/rental-manager/market-trends/ca/?propertyTypes=apartment-condo&bedrooms=2

[3] https://files.hudexchange.info/reports/published/CoC_PopSub_State_CA_2023.pdf

- Almost 50 community meetings, workshops, and open houses held across the county.
- Stakeholder meetings on environmental justice, community health, sustainability, and economic development.
- Native American tribal consultations.
- Over 25 meetings with various community-based organizations representing a wide range of interests in the county.

In addition, throughout the General Plan Update process, the Envision Contra Costa website (www.envisioncontracosta2040.org) provided information about upcoming meetings, access to draft documents, and online tools that community members used to share their thoughts. Input and direction from the public and County officials resulted in many General Plan actions calling for specific changes to the Code. See the full list of Code changes identified through regular Permit Center operations and the General Plan Update process in Appendix A.

County staff also identified a group of "expert users" made up of applicants and property owners familiar with the Code and the County's regulations and processes. The group of expert users was invited by staff via email to participate in an online survey from September through October 2023. A total of nine individuals participated. The survey included questions about the ease or difficulty of existing Code sections; participant experiences with the current Code; personal examples of when participants were unable to obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined; and examples of codes from other jurisdictions that respondents have found easy to understand. The full survey results are attached as Appendix B.

Summary of Key Recommendations

The following is a list of key recommendations discussed in further detail throughout this report.

- Code Accessibility Recommendations:
  - Reorganize Code divisions and chapters
  - Use plain language and remove outdated or unnecessary terms
  - Incorporate tables, matrices, and lists
  - Illustrate standards with images and diagrams

- Administrative Procedures Recommendations:
  - Clarify administrative procedures
  - Establish a new Minor Use Permit
  - Right-size permit requirements
- Land Use Regulations Recommendations:
  - Apply use tables
  - Reflect comprehensive and contemporary land uses
- Zoning Districts and Development Standards Recommendations:
  - Update districts to be consistent with the General Plan
  - Apply clear development standards
  - Incorporate flexible and modern standards

ISSUES AND RECOMMENDATIONS BY REVIEW TOPIC

1. Code Accessibility

CONTEXT

"Code accessibility" refers to the organization, format, and usability of the Code. Accessibility and ease of use were identified as primary issues with the existing Code. Many staff and key users note that the Code is difficult to navigate because it is not organized intuitively. The current Zoning Code is made up of 11 divisions that are further organized into 115 chapters (outlined in Table 1 below). Based on staff feedback, the divisions most frequently used include Division 82 *(General Regulations)*, Division 84 *(Land Use Districts)*, Division 88 *(Special Land Uses)*, and Division 816 *(Trees)*.

Throughout Title 8 *(Zoning)* there does not appear to be a logical or consistent order for divisions or chapters. For example, within Division 84 *(Land Use Districts)*, regulations for combining districts are interspersed between chapters for unrelated base districts. Users also expressed confusion about where regulations for specific use types could be found. Currently, Division 82 *(General Regulations)* and Division 88 *(Special Land Uses)* both contain regulations for specific use types with a seemingly arbitrary organization of uses. For instance, regulations for dog keeping and childcare facilities are found in Division 82, whereas signs and cemeteries are in Division 88. Additionally, the Code's designated definitions chapter (82-4) is not comprehensive, and permit requirements are spread between Title 2 *(Administration)* and Title 8 *(Zoning)*.

Under the current Code, users often need to reference multiple chapters or sections. If a property owner or developer would like to look up regulations for new construction or a residential addition in a single-family residential zoning district, such as R-10, they need to reference Chapter 84-8 (*R-10 Single-Family Residential District*), which also refers to Chapter 84-4 (*R-6 Single-Family Residential District*) for allowed uses and development standards, as well as potentially Chapter 82-12 (*Setbacks*), Chapter 82-14 (*Yards*), and Chapter 82-16 (*Off-Street Parking*). This can prove to be difficult for general users to navigate.

Another major consideration when reviewing Code accessibility is how easy it is for staff and the public to understand and interpret the information provided in the Code. Stakeholders expressed concerns about an over-reliance on text that uses outdated terms, such as "eleemosynary" or "chattels," and confusing and interchangeable language, like "primary" and "secondary" frontage setbacks or "setback" versus "yard." They also felt that some Code sections were longer than necessary, and noted an overall lack of tables, matrices, and graphics that would help users understand the information.

TABLE 1 – CURRENT ZONING CODE ORGANIZATION (CONTRACOSTA.CA.GOV/4736)

TITLE 8 - ZONING	
Division 82 – GENERAL REGULATIONS	
Chapter 82-1	65/35 Land Preservation Plan
Chapter 82-2	General Provisions
Chapter 82-4	Definitions
Chapter 82-6	Land Use Permits
Chapter 82-8	Nonconforming Uses
Chapter 82-10	Lots
Chapter 82-12	Setbacks
Chapter 82-14	Yards
Chapter 82-16	Off-Street Parking
Chapter 82-18	Sight Obstructions at Intersections
Chapter 82-20	Dog Keeping
Chapter 82-22	Child Care Facilities
Chapter 82-24	Accessory Dwelling Units
Chapter 82-26	Water Efficient Landscapes
Chapter 82-28	Floodplain Management
Chapter 82-30	Dual Water Systems
Chapter 82-32	Transportation Demand Management
Chapter 82-34	Cabarets
Chapter 82-36	Sale of Firearms
Chapter 82-38	Alcoholic Beverages Sales Commercial Activities
Chapter 82-40	Home Occupations
Chapter 82-44	Temporary Events
Chapter 82-46	Emergency Shelters
Chapter 82-48	Single Room Occupancy (SRO) Facilities
Chapter 82-50	Urban Farm Animals
Chapter 82-52	Farmworker Housing
Division 84 – LAND USE DISTRICTS	
Chapter 84-2	General Provisions

TITLE 8 - ZONING	
Chapter 84-4	R-6 Single-Family Residential District
Chapter 84-6	R-7 Single-Family Residential District
Chapter 84-8	R-10 Single-Family Residential District
Chapter 84-10	R-12 Single-Family Residential District
Chapter 84-12	R-15 Single-Family Residential District
Chapter 84-14	R-20 Single-Family Residential District
Chapter 84-16	R-40 Single-Family Residential District
Chapter 84-18	R-65 Single-Family Residential District
Chapter 84-20	R-100 Single-Family Residential District
Chapter 84-22	D-1 Two-Family Residential District
Chapter 84-26	M-29 Multiple Family Residential District
Chapter 84-28	M-17 Multiple Family Residential District
Chapter 84-29	M-29 Multiple Family Residential District
Chapter 84-30	M-9 Multiple Family Residential District
Chapter 84-31	M-6 Multiple Family Residential District
Chapter 84-32	F-R Forestry Recreation District
Chapter 84-34	F-1 Water Recreational District
Chapter 84-38	A-2 General Agricultural District
Chapter 84-40	A-3 Heavy Agricultural District
Chapter 84-42	A-4 Agricultural Preserve District
Chapter 84-44	O-1 Limited Office District
Chapter 84-46	A-O Administrative Office District
Chapter 84-48	Interchange Transitional District
Chapter 84-49	C-B Community Business District A
Chapter 84-50	N-B Neighborhood Business District
Chapter 84-52	R-B Retail Business District
Chapter 84-54	C General Commercial District
Chapter 84-56	C-M Controlled Manufacturing District
Chapter 84-58	L-I Light Industrial District
Chapter 84-60	W-3 Controlled Heavy Industrial District
Chapter 84-62	H-I Heavy Industrial District
Chapter 84-63	Land Use Permits for Development Projects Involving Hazardous Waste or Hazardous Material
Chapter 84-64	U Unrestricted District
Chapter 84-66	P-1 Planned Unit District
Chapter 84-68	T-1 Mobile Home/Manufactured Home Park District
Chapter 84-70	B Design Control Combining District
Chapter 84-72	-T Transitional Combining District

TITLE 8 - ZONING	
Chapter 84-74	-K Kensington Combining District
Chapter 84-76	Flood Hazard (-FH) Combining District
Chapter 84-78	Boat Storage (-BS) Combining District
Chapter 84-79	Urban Farm Animal Exclusion (-UE) Combining District
Chapter 84-80	A-20 Exclusive Agricultural District
Chapter 84-82	A-40 Exclusive Agricultural District
Chapter 84-84	A-80 Exclusive Agricultural District
Chapter 84-86	Cannabis Exclusion (-CE) Combining District
Chapter 84-88	Solar Energy Generation (-SG) Combining District
Chapter 84-90	Crockett-Carquinez Fire Protection District and Contra Costa County Fire Protection District
Division 86 – AIRPORTS	
Chapter 86-2	Airport Establishment
Chapter 86-4	Airport Zoning
Division 88 – SPECIAL LAND USES	
Chapter 88-2	Cemeteries
Chapter 88-3	Wind Energy Conversion Systems
Chapter 88-4	Junkyards
Chapter 88-6	Signs
Chapter 88-11	Surface Mining and Reclamation
Chapter 88-12	Adult Entertainment Businesses
Chapter 88-14	Oil and Gas Drilling and Production
Chapter 88-16	Take-Out Food Establishments
Chapter 88-18	Offsite Vessel Advertising
Chapter 88-20	Agricultural Farm Stands and Farm Markets
Chapter 88-22	Meteorological Towers
Chapter 88-24	Wireless Telecommunication Facilities
Chapter 88-26	Tobacco Retailing Businesses
Chapter 88-28	Cannabis Regulation
Chapter 88-30	Solar Energy Facilities
Chapter 88-32	Short-Term Rentals
Chapter 88-34	Industrial Hemp Cultivation
Chapter 88-36	Two-Unit Residential Developments in Single-Family Residential Zones
Division 810 – AGRICULTURAL LAND CONSERVATION	
Chapter 810-2	Agricultural Preserves
Chapter 810-4	Land Conservation Contracts
Division 812 – SCHOOL FACILITY DEDICATIONS	
Chapter 812-2	General Provisions

TITLE 8 - ZONING	
Chapter 812-4	Definitions
Chapter 812-6	Overcrowded Attendance Areas
Chapter 812-8	Requirements
Chapter 812-10	Standards For Land and Fees
Chapter 812-12	Procedures
Chapter 812-14	Use And Limits
Division 814 - SLOPE AND HILLSIDE DEVELOPMENT	
Chapter 814-2	SD-1 Slope Density and Hillside Development Combining District
Division 816 - TREES	
Chapter 816-2	TOV Tree Obstruction of Views Combining District
Chapter 816-4	Heritage Tree Preservation (HTP) District
Chapter 816-6	Tree Protection and Preservation
Division 818 - COMMUNITY FACILITY FEES	
Chapter 818-2	Fire Protection Facilities
Division 820 - RIGHT TO FARM	
Chapter 820-2	General
Chapter 820-4	Nuisance
Chapter 820-6	Disclosure
Chapter 820-8	Resolution Of Disputes
Chapter 820-10	Miscellaneous
Division 822 - AFFORDABLE HOUSING	
Chapter 822-2	Residential Density Bonus
Chapter 822-4	Inclusionary Housing

RECOMMENDATION 1-A: REORGANIZE CODE DIVISIONS AND CHAPTERS

User accessibility should be improved through large-scale reorganization of the Code's divisions, chapters, and sections. The updated Code should be organized in a manner that is easy to navigate and intuitive for applicants, County staff, and the public. Divisions or chapters that are redundant, unnecessary, or outdated should be combined where applicable or removed. For example, Chapter 88-3 (*Wind Energy Conversion Systems*) and Chapter 88-30 (*Solar Energy Facilities*) could be consolidated into a new renewable energy chapter; Chapter 88-18 *(Offsite Vessel Advertising)* could be consolidated with Chapter 88-6 *(Signs)*; and Chapter 82-12 *(Setbacks*) and Chapter 82-14 (*Yards*) could be eliminated as separate chapters and incorporated as development standards for each zoning district. In some cases, the current Code would also benefit from the addition of new divisions or

chapters, like a new chapter on *Rules for Provisions, Language, Measurement, and Interpretation* to provide clarity on often confusing regulations, including how to measure height and setbacks from easements.

Remaining divisions and chapters should be structured in a logical way, such as from most broad, applicable, or frequently referenced to least. Related topics should also be grouped together to improve organization and minimize the need for users to reference multiple areas of the Code. For instance, all residential sub-districts could be housed in a single chapter containing applicable development standards and allowed uses. Similarly, all definitions should be compiled and housed in one chapter, rather than spread among different divisions.

Through proper reorganization, the number of divisions and chapters could be reduced, making the Code easier to navigate. As shown in the potential Code reorganization in Table 2, the 11 divisions and 115 chapters in the current Code (see Table 1) could be reduced to a more manageable 6 divisions and 65 chapters. Table 2 also incorporates other chapter revisions in Division 84 to include updated zoning districts that are consistent with new General Plan land use designations (see Section 4).

TABLE 2 – POTENTIAL ZONING CODE REORGANIZATION

TITLE 8 - ZONING	
Division 82 – ADMINISTRATION AND PROCEDURES	
Chapter 82-2	65/35 Land Preservation Plan
Chapter 82-4	General Provisions
Chapter 82-6	Zones and Zoning Map
Chapter 82-8	Definitions
Chapter 82-10	Rules For Provisions, Language, Measurement, and Interpretation
Division 84 – ZONING DISTRICTS	
Chapter 84-2	Residential (R-x) Districts
Chapter 84-4	Multiple-Family Residential (M-x) Districts
Chapter 84-6	Mobile Home/Manufactured Home Park (T-1) District
Chapter 84-8	Agricultural (A-x) Districts
Chapter 84-10	Commercial Local (C-L) District
Chapter 84-12	Commercial General (C-G) District
Chapter 84-14	Light Industrial (L-I) District
Chapter 84-16	Heavy Industrial (H-I) District
Chapter 84-18	Planned Unit (P-1) District

TITLE 8 - ZONING	
Division 86 – COMBINING DISTRICTS AND OVERLAYS	
Chapter 86-2	Design Control (-B) Combining District
Chapter 86-4	Kensington (-K) Combining District
Chapter 86-6	Boat Storage (-BS) Combining District
Chapter 86-8	Flood Hazard (-FH) Combining District
Chapter 86-10	Cannabis Exclusion (-CE) Combining District
Chapter 86-12	Solar Energy Generation (-SG) Combining District
Chapter 86-14	Tree Obstruction of Views (-TOV) Combining District
Chapter 86-16	Urban Farm Animal Exclusion (-UE) Combining District
Chapter 86-18	Impacted Communities (-IC) Overlay
Division 88 – AIRPORTS	
Chapter 88-2	Airport Establishment
Chapter 88-4	Airport Zoning
Division 810 – SPECIAL USE REGULATIONS	
Chapter 810-2	Accessory Dwelling Units
Chapter 810-4	Farmworker Housing
Chapter 810-6	Emergency Shelters
Chapter 810-8	Single Room Occupancy (SRO) Facilities
Chapter 810-10	Short-Term Rentals
Chapter 810-12	Home Occupations
Chapter 810-14	Childcare Facilities
Chapter 810-16	Urban Farm Animals
Chapter 810-18	Agricultural Farm Stands and Farm Markets
Chapter 810-20	Take-Out Food Establishments
Chapter 810-22	Alcoholic Beverage Sales Commercial Activities
Chapter 810-24	Adult Entertainment Businesses
Chapter 810-26	Sale of Firearms
Chapter 810-28	Tobacco Retailing Businesses
Chapter 810-30	Cannabis Regulation
Chapter 810-32	Industrial Hemp Cultivation
Chapter 810-34	Renewable Energy Facilities
Chapter 810-36	Oil and Gas Drilling and Production
Chapter 810-38	Surface Mining and Reclamation
Chapter 810-40	Junkyards

TITLE 8 - ZONING	
Chapter 810-42	Cemeteries
Chapter 810-44	Wireless Telecommunication Facilities
Chapter 810-46	Meteorological Towers
Chapter 810-48	Temporary Events
Chapter 810-50	Nonconforming Uses
Division 812 – SUPPLEMENTAL REGULATIONS	
Chapter 812-2	Affordable Housing: Density Bonus
Chapter 812-4	Affordable Housing: Inclusionary Housing
Chapter 812-6	Off-Street Parking
Chapter 812-8	Transportation Demand Management
Chapter 812-10	Sight Obstructions at Intersections
Chapter 812-12	Signs
Chapter 812-14	Tree Protection and Preservation
Chapter 812-16	Water Efficient Landscapes
Chapter 812-18	Land Conservation Contracts
Chapter 812-20	Right to Farm
Chapter 812-22	Floodplain Management
Chapter 812-24	Dual Water Systems
Chapter 812-26	Crockett-Carquinez Fire Protection District and Contra Costa County Fire Protection District
Chapter 812-28	Community Facility Fees
Chapter 812-30	School Facility Dedications

RECOMMENDATION 1-B: USE PLAIN LANGUAGE AND REMOVE OUTDATED OR UNNECESSARY TERMS

The Clear Language Group[4] recommends that text for the general public be written at the eighth-grade level or lower. Using clear and plain language would make the Code more

4 http://www.clearlanguagegroup.com/readability/#:~:text=For%20audiences%20with%20limited%20literacy,th%20grade%20level%20or%20lower

inclusive and easier for County residents and developers to navigate. Below is an example of existing Code language that could be improved by using clear and plain language:

> **Current Code definition of "Building Height" (Section 82-4.214):**
> "Building height" means the vertical distance measured from grade to the top of structure directly above with exceptions noted elsewhere in the code. Height may be measured from finished grade when such grade is below natural grade. Height shall be measured from natural grade when the finished grade is higher than natural grade.
>
> **Recommended Code definition of "Building Height":**
> "Building height" means the vertical distance measured from natural or finished grade, whichever is lower, to the highest point of a structure. See Chapter 82-10 (Rules for Provisions, Language, Measurement, and Interpretation) for more information and diagrams on how to take measurements.

The recommended building height definition is shorter, simpler, and easier to understand than the existing Code definition. Furthermore, the updated Code would also include definitions of "natural grade" and "finished grade" for clarity as well as a new Chapter 82-10 for measurement rules, diagrams, and exceptions.

The current Code also includes terms that are outdated, overly specific, or unnecessary. These terms can be confusing for readers and should be removed or replaced with more modern and broader terms.

RECOMMENDATION 1-C: INCORPORATE TABLES, MATRICES, AND LISTS

The updated Code should use tables, matrices, and lists where appropriate to provide information in a clear and organized way. Matrices and tables are often simpler, shorter, and easier to read and understand than information in a narrative format. They can also eliminate the need to refer to multiple chapters or divisions for information, especially when paired with Recommendation 1-A. The following example provides a comparison of how single-family residential development standards are currently presented in the Code, followed by a recommended development standards table for the Code update. Similar

tables and matrices could also be used for other zoning districts, parking standards, and allowed uses (see Recommendation 3-A).

Current Code development standards for Chapter 84-4 (*R-6, Single-Family Residential*):

> ***Section 84-4.602 - Lot—Area.***
>
> *No single-family dwelling or other structure permitted in the R-6 district shall be erected or placed on a lot smaller than six thousand square feet in area.*
>
> ***Section 84-4.604 - Lot—Width.***
>
> *No single-family dwelling or other structure permitted in the R-6 district shall be erected or placed on a lot less than sixty feet in average width.*
>
> ***Section 84-4.606 - Lot—Depth.***
>
> *No single-family dwelling or other structure permitted in the R-6 district shall be erected or placed on a lot less than ninety feet in depth.*
>
> ***Section 84-4.802 - Building height—Maximum.***
>
> *No single-family dwelling or other structure permitted in the R-6 district shall exceed two and one-half stories or thirty-five feet in height.*
>
> ***Section 84-4.1002 - Yard—Side.***
>
> *There shall be an aggregate side yard width of at least fifteen feet. No side yard shall be less than five feet wide. These minima may be reduced to three feet for an accessory building or structure if it is set back at least fifty feet from the front property line.*
>
> ***Section 84-4.1004 - Yard—Setback.***
>
> *There shall be a setback (front yard) of at least twenty feet for any structure in the R-6 district. On corner lots the principal frontage shall have a setback of at least twenty feet and the other setback shall be at least fifteen feet.*
>
> ***Section 84-4.1006 - Yard—Rear.***
>
> *There shall be a rear yard for any principal structure of at least fifteen feet. There shall be a rear yard for accessory structures of at least three feet.*

Recommended Code presentation of development standards[5] for all Single-Family Residential zoning districts in the current Code:

DISTRICT	R-6	R-7	R-10	R-12	R-15	R-20	R-40	R-65	R-100
Minimum Lot Standards									
Lot Size (sq. ft.)	6,000	7,000	10,000	12,000	15,000	20,000	40,000	65,000	100,000
Lot Width (ft.)	60	70	80	100	100	120	140	140	200
Lot Depth (ft.)	90	90	90	100	100	120	140	140	200
Minimum Setbacks (ft.)									
Front	20					25			30
Side (each)	5		10			15	20		30
Rear	15								30
Maximum Building Height									
Feet	35								
Stories	2.5								

Lists are another way to improve the readability of Code language by highlighting key information and removing unnecessary text. The following example illustrates how lists could be applied to the current Code.

Excerpt from current Code Chapter 82-16 *(Off-Street Parking):*

82-16.202 - Purpose.

The purpose of this chapter is to provide a unified set of standards for off-street vehicle and bicycle parking to meet the needs of persons employed at, or making use of, each land use during peak hours of parking needs. This chapter is intended to encourage the use of features, design strategies, materials, products, and best construction practices that preserve natural resources, conserve water and energy, and maximize energy efficiency in the design of parking facilities. This chapter also is intended to balance the needs of pedestrians, vehicles, bicycles, and public transportation.

[5] The single-family residential development standards presented in the matrix format are for demonstrative purposes only and are based on the existing set of districts in the current Code. New development standards for updated zoning districts have not yet been developed for the new Code.

Recommended revisions to Chapter 82-16 *(Off-Street Parking):*

82-16.202 - Purpose.

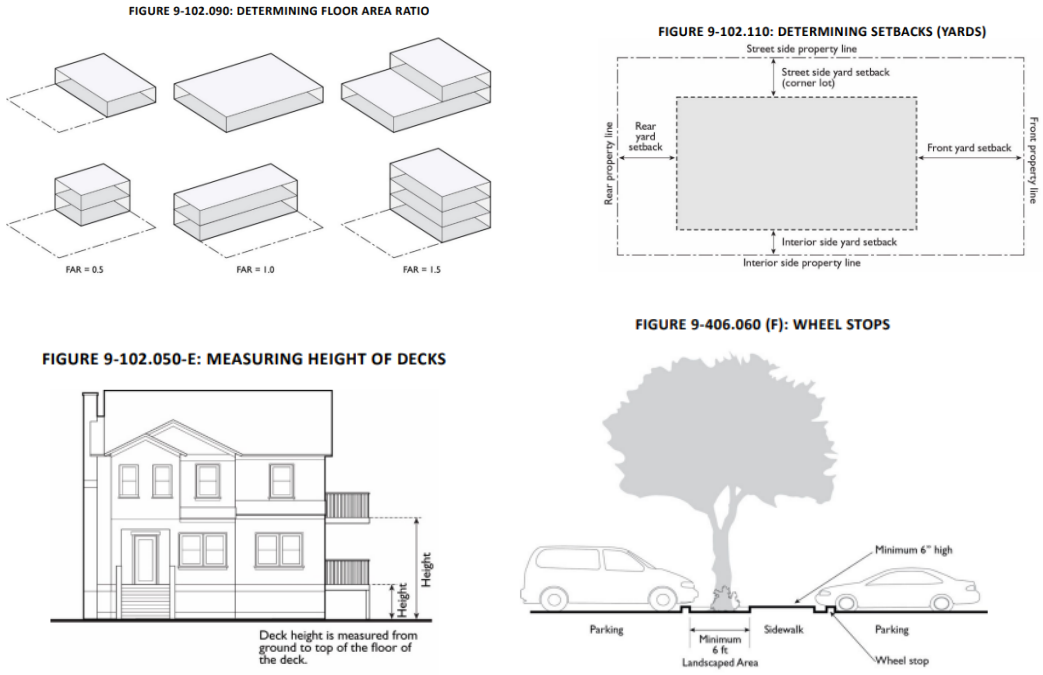
The purpose of this chapter is to:

a) Provide standards for off-street vehicle and bicycle parking;
b) Ensure adequate off-street vehicle and bicycle parking for all uses during peak hours of parking needs;
c) Protect natural resources and conserve water and energy resources through parking design and construction practices; and
d) Balance the needs of pedestrians, vehicles, bicycles, and public transportation.

RECOMMENDATION 1-D: ILLUSTRATE STANDARDS WITH IMAGES AND DIAGRAMS

Diagrams and images should be incorporated into the Code to reduce reliance on text and to clarify otherwise complex concepts. The San Joaquin County Municipal Code provides graphics to support and, in some cases, replace text for regulations, such as floor-area ratio, height and setback measurements, sign requirements, parking design criteria, and development types (Figure 3).

FIGURE 3 – COLLECTION OF EXAMPLE IMAGES AND DIAGRAMS FROM THE SAN JOAQUIN COUNTY MUNICIPAL CODE

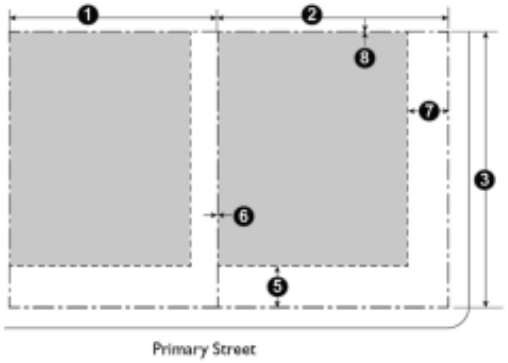


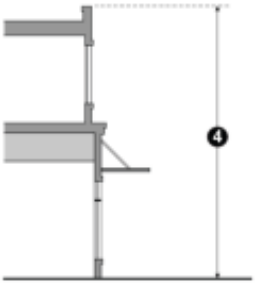
Images could also be integrated into matrices for further clarity, as shown in the following example for commercial zoning district development standards (Figure 4).

FIGURE 4 –SAN JOAQUIN COUNTY DEVELOPMENT STANDARDS FOR COMMERCIAL ZONES EXAMPLE

TABLE 9-201.030: DEVELOPMENT STANDARDS – COMMERCIAL ZONES[1]

P = Permitted Use; Z = Zoning Compliance Review required; A = Administrative Use Permit by Zoning Administrator; C = Conditional Use Permit by Planning Commission; SPP Special Purpose Plan required
L# = Numbered limitation at end of table. "-" = No permitted





KEY
Property Line
Setback Line
Buildable Area

District	C-L	C-N	C-C	C-O	C-G	C-FS	C-RS	C-R	C-X	#
Lot and Density Standards										
Minimum Lot Size (sq. ft.)	5,000	5,000	5,000	5,000	10,000	10,000	1 acre	2 acres	1 acre	
Minimum Lot Width (ft.)	50	50	50	50	100	100	150	150	150	1
Corner Lots	65	65	65	65	125	125	185	185	185	2
Minimum Lot Depth (ft.)	150	150	150	150	150	150	150	150	150	
Maximum Floor Area Ratio	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.5	0.6	3
Building Form and Location										
Maximum Height (ft.)	40	40	50	50	50	50	50	50	50	4
Minimum Setbacks (ft.)										
Front	20	20	20 [2]	15	20	20	30	30	30	5
Interior Side	None	None	None [2]	None	None	None	None	None	None	6
Street Side	20	20	20 [2]	10	20	20	30	30	30	7
Rear	None	None	None [2]	None	None	None	None	None	None	8

Notes :
1 See Sections 9-400.050, Exceptions to Height Limits.
2 Setbacks for yards within the C-C Zone in the unincorporated urban community of Woodbridge shall be as specified in the Woodbridge Design Guidelines.

To improve accessibility for all users, alternative text ("alt text", i.e., descriptive text that conveys the meaning and context of a visual item) should also be included for all images and diagrams.

2. Administrative Procedures

CONTEXT

The County currently has 26 different planning permit types that can be organized into three review levels: Ministerial, Administrative, or Discretionary (Table 3). Ministerial permits do not require personal judgment and can be approved by Planning staff if the proposed project meets established development standards. Ministerial permits may be issued "over the counter" and do not require hearings or public notification. Administrative permits are for projects with some discretionary elements, but ones that Planning staff can process internally without public hearings that can delay and increase costs for applicants. These permit types require final approval from the Zoning Administrator, and some require notifying neighboring property owners. Discretionary permits require decision makers, such as the Zoning Administrator or County Board of Supervisors, to exercise judgment and deliberation prior to approval. Public hearings with advanced public notification are require for these types of permits.

Processes and procedures for most permits are outlined in Title 2 *(Administration),* with requirements for some specific permit types (e.g., Land Use Permits) in Title 8 *(Zoning)*. Clarity and consistency regarding permit review levels, thresholds, and specific procedures could be improved. Current permit pathways can be confusing to identify and navigate, which can place County staff in a difficult position of defending a practice that may be internal policy but is not codified. For example, the Code does not define thresholds for "substantial" or "non-substantial" changes to an approved project to determine the appropriate permit process, especially for P-1 zones. Furthermore, some processes that are in the Code (e.g., reconsiderations) are rarely used or lack adequate information for staff and the public to understand and apply for the permit type.There is also a consensus among staff that existing permit types should be evaluated to see if they align with current land use practices and General Plan goals. Some existing permit requirements can be onerous for projects that would support the goals of the General Plan or have limited potential to impact the surrounding area.

County staff and stakeholders identified the existing Small Lot Design Review process as an example of an overly burdensome entitlement process that does not consistently improve outcomes for neighborhoods or the environment. This process, outlined in Chapter 82-10 *(Lots)*, is mandatory for any development on a lot that does not meet the current zoning district's minimum lot area or average width requirements. The design review process usually applies to older lots in areas where existing development patterns predate the

Code's minimum lot size requirements. As a result, these historically smaller lots are deemed "substandard," and minor changes or improvements require approval from the County Zoning Administrator (ZA). Additionally, public hearings can be triggered if requested by neighbors.

Though well-intentioned, this process has often resulted in project delays due to disputes between neighbors. Laborious permit processes such as this can both burden staff resources and discourage or delay valuable investment in the community.

Table 3 lists the County's existing permit types and indicates for each permit the level of review and approval body, as well as whether the permit is subject to the California Environmental Quality Act (CEQA), public noticing, or a public hearing.

TABLE 3 – EXISTING COUNTY PLANNING PERMIT TYPES

Review Level	Permit Type	CEQA	Public Notice	Public Hearing	Hearing/ Approval Body
Ministerial Permits	Accessory Dwelling Unit	N	N	N	Planning Staff
	Agritourism				
	Certificate of Compliance				
	Compliance Review				
	Home Occupation Permit				
	Lot Line Adjustment				
	Property Use Verification				
	Short-Term Rental				
	Urban Housing Development				
	Urban Lot Split				
	Wireless Minor Alteration				
Administrative Permits	Small Lot Design Review	Y	Y	N*	Planning Staff (ZA if Hearing Requested)
	Administrative P-1	Y	N	N	ZA
	Minor Subdivision (Administrative Lot Split)				
	Industrial Hemp Cultivation Permit Renewal	Y	Y	N*	ZA
	Minor Development Plan				
	Sign Review				

Review Level	Permit Type	CEQA	Public Notice	Public Hearing	Hearing/ Approval Body
	Temporary Event				
	Tree Removal				
	Variance				
	Wireless Facility Access				
Discretionary Permits	Development Plan	Y	Y	Y	ZA
	Land Use Permit				
	Subdivisions				
	General Plan Amendment				BOS
	Rezoning				

*= Unless requested or appealed

BOS = Board of Supervisors

ZA = Zoning Administrator

RECOMMENDATION 2-A: CLARIFY ADMINISTRATIVE PROCEDURES

The comprehensive Code update should include a review of all existing procedures in Title 2 *(Administration)*. Entitlement hierarchy (i.e., Ministerial, Administrative, or Discretionary), procedures, and decision-making protocols should be clearly defined so that all types of zoning decisions can be easily understood in the updated Code. At minimum, information related to the authority level for approval, public noticing, hearing criteria, and required findings should be provided in a manner that is easy to navigate and comprehend.

Clear thresholds and definitions for different entitlements or processes should also be established and codified to improve usability and reduce reliance on internal memos or policies. For example, although a Minor Development Plan and Major Development Plan permit currently exist, Title 2 *(Administration)* does not provide a clear distinction between the two permit types. Also see Recommendation 2-B.

Title 2 sub-sections could be reorganized to better reflect the process for each permit type, such as through the following organization.

- **Permit Type (e.g., Variance, Conditional Use Permit, Rezoning)**
  - Purpose, Applicability, and Standards
  - Application Requirements
  - Procedures
  - Findings Required
  - Conditions of Approval
  - Notice Requirements
  - Hearing Requirements
  - Appeals
  - Expiration, Extensions, and Modifications

Alternatively, public hearing information like noticing requirements, hearing requirements, review authority, appeals, and expiration, extensions, and modifications could also be presented as a matrix for all permit types so that Code users can easily locate the applicable information (see example in Figure 5).

FIGURE 5 –CITY OF BERKELEY REVIEW AND DECISION-MAKING AUTHORITY MATRIX EXAMPLE

Table 23.402-1. REVIEW AND DECISION-MAKING AUTHORITY

Type of Action	Zoning Ordinance Location	Role of Authority						
		Planning and Development Department	Zoning Officer	Design Review Committee	Landmarks Preservation Commission	Zoning Adjustments Board	Planning Commission	City Council
Legislative Actions								
Zoning Ordinance Amendments	23.412	Evaluate	–	–	–	–	Recommend	Decision
Permits								
Administrative Use Permits	23.406.030	–	Decision	–	-	Appeal	–	Appeal
Use Permits	23.406.040	Evaluate	–	–	-	Decision	–	Appeal
Master Use Permits	23.406.060	Evaluate	–	–	-	Decision	–	Appeal
Permit Modification	23.404.070	Evaluate	Decision [3]	-	-	Decision [3]	-	Decision [3]
Permit Revocation	23.404.080	Evaluate	-	-	-	Recommend [4]	-	Decision
Design Review								
Design Review	23.406.070	Evaluate	–	See Note [1]		Appeal	–	Appeal
Staff-Level Design Review	23.406.070	–	Decision	Appeal	-	Appeal	–	Appeal
Flexibility and Relief								
Variances	23.406.050	Evaluate	-	–	-	Decision	–	Appeal
Modifications to Development Standards in West Berkeley Plan Area	23.406.080	Evaluate	–	–	-	Decision	–	Appeal
Reasonable Accommodations	23.406.090	–	–	-	See Note [2]		–	Appeal
Public Nuisances								
Nuisance Abatement	23.414.060	Evaluate	-	-	-	Recommend [4]	-	Decision
Ministerial Actions								
Zoning Certificates	23.406.020	–	Decision	–	–	–	-	–

RECOMMENDATION 2-B: ESTABLISH A NEW MINOR USE PERMIT

To streamline minor uses that are consistent with the General Plan, we recommend splitting the existing Land Use Permit into two distinct permit types: Major Use Permit and Minor Use Permit.

- **Major Use Permit:** This permit would closely resemble the existing Land Use Permit.
- **Minor Use Permit:** This permit would cover projects and activities that broadly align with the General Plan and the zoning district's intended purposes. However, these projects might require specific considerations or conditions for approval. Minor Use Permit projects would typically be smaller in scale or have a reduced potential for land use incompatibility compared to those requiring a Major Use Permit.

These two permit types would be similar to the Minor Development Plan and Major Development Plan permit types for P-1 zoning districts discussed in Recommendation 2-A, where a clear definition of each type is recommended. As examples, the Minor Use Permit and Minor Development Permit may apply to projects such as ATMs and outdoor dining in commercial zones, minor expansions of existing approved uses (e.g., extended operating hours, adding an ancillary use), or modifications to an existing approved development project (e.g., constructing a new accessory building on site), including in P-1 zoning districts.

To implement this recommendation, the Code should outline detailed procedures for the Minor Use Permit application, review process, and approval. Applications for a Minor Use Permit would be considered an Administrative level permit type (Table 4), which would be subject to CEQA because they are discretionary actions, and require a notice of intent to be sent to adjacent property owners, but would not require a public hearing. The Zoning Administrator would act as final decision maker for the Minor Use Permit but may refer an application to the Planning Commission for a public hearing if the project involves a significant policy issue. The Zoning Administrator may require conditions of approval (e.g., operational limitations and design requirements) to minimize potential negative impacts and to ensure compatibility with the surrounding area and consistency with the zoning district and General Plan. Decisions of the Zoning Administrator may be appealed to the County Planning Commission within the established appeal period. To approve the Minor Use Permit, the Zoning Administrator would have to make required findings for the project, such as:

1. The project will not be detrimental to the public health, safety, convenience, or general welfare of persons residing or working in the neighborhood of such use;

2. The project is consistent with the purposes of the General Plan, the zoning district in which it is located, all other applicable provisions of this Code, any specific plan or applicable entitlements that regulate the subject property, and any applicable State and federal regulations;
3. The project is compatible with adjacent uses in terms of scale, site design, and operating characteristics (hours of operation, traffic generation, lighting, noise, odor, dust, and other external impacts);
4. Adequate measures are taken to reduce any negative impacts on neighboring residents or sensitive uses; and
5. Any significant adverse impacts on the natural environment will be mitigated pursuant to CEQA unless overridden.

Table 4 outlines the initial proposal for a new permit hierarchy, which includes the new Minor Use Permit, removes the Small Lot Design Review Permit (see Recommendation 2-C), and establishes separate pathways for Minor and Major Development Permits, Land Use Permits, and Subdivisions.

TABLE 4 – INITIAL PROPOSAL FOR NEW PERMIT HIERARCHY – COUNTY PLANNING PERMIT TYPES

Review Level	Permit Type	CEQA	Public Notice	Public Hearing	Hearing/ Approval Body
Ministerial Permits	Accessory Dwelling Unit	N	N	N	Planning Staff
	Agritourism				
	Certificate of Compliance				
	Compliance Review				
	Home Occupation Permit				
	Lot Line Adjustment				
	Property Use Verification				
	Short-Term Rental				
	Urban Housing Development				
	Urban Lot Split				
	Wireless Minor Alteration				

Review Level	Permit Type	CEQA	Public Notice	Public Hearing	Hearing/ Approval Body
Administrative Permits	Administrative P-1	Y	Y[1]	N[2]	ZA
	Minor Subdivision (Administrative Lot Split)				
	Minor Use Permit				
	Industrial Hemp Cultivation Permit Renewal	Y	Y	N[2]	ZA
	Minor Development Plan				
	Sign Review				
	Temporary Event				
	Tree Removal				
	Variance				
	Wireless Facility Access				
Discretionary Permits	Major Development Plan	Y	Y	Y	ZA
	Major Subdivision				
	Major Use Permit				
	General Plan Amendment				BOS
	Rezoning				

[1] = Notice of Intent only

[2]= Unless requested or appealed

BOS = Board of Supervisors

ZA = Zoning Administrator

RECOMMENDATION 2-C: RIGHT-SIZE PERMIT REQUIREMENTS

Simply put, the comprehensive Code update should streamline the process for projects that further the County's goals and discourage projects that detract from them. Permit types and processes should also be relative in scale to the proposed project and in line with the goals of the General Plan. Proposed uses and development with potential negative impacts (e.g., heavy industrial uses, late-night bars, and minor subdivisions outside the County's Urban Limit Line) should undergo a more rigorous review than projects with fewer impacts or that provide community benefits (e.g., grocery stores and affordable housing). For example:

- Establish clear public noticing thresholds based on proposed use and intensity. Public notification distances for intensive uses, like refineries or logistics centers, could be increased from 300 feet to up to 3,000 feet, depending on the use.

- Protect agricultural land by establishing a new review process for individual single-family homes on agricultural property. New homes below a certain size threshold and that are not detrimental to agricultural use of other property in the vicinity would continue to be reviewed at a ministerial level, while larger homes, or homes sited in a way that could interfere with agricultural operations on adjacent properties, would require an administrative-level permit.[6]
- Streamline projects with lesser impacts by rezoning areas that are subject to Small Lot Design Review to appropriate minimum lot sizes or densities that match the established pattern of existing development or eliminating the Small Lot Design Review from Chapter 82-10 (*Lots*). This idea is reflected in the permit hierarchy recommendations in Table 4.

The number of uses or projects requiring discretionary review should also be evaluated and reduced where possible. This could be accomplished by: (1) permitting more uses by right, so long as they comply with the County's General Plan and Code regulations; (2) expanding the authority of the County Zoning Administrator to approve minor projects and uses not spelled out in the Code that are otherwise compatible with the subject zoning district; and (3) allowing the Zoning Administrator to approve minor waivers or deviations to development standards, as appropriate, at an administrative level without a hearing.

There are also several internal actions separate from the Code that County staff could undertake to help streamline projects. These may include:

- Refining internal work process to improve processing times for application review without significant increase in the risk of error.
- Allowing projects of a certain threshold or that meet General Plan goals to undergo concurrent planning and building permit review, at the applicant's risk and their choice.
- Developing additional objective design standards.

As part of the comprehensive Code update, the County should also consider holding focus group interviews with representatives from industries that the County would like to attract, such as food stores and large job generators, to better understand what other permit process changes would help to attract these uses.

[6] Adapted from the Stanislaus County Municipal Code Sections 21.20.020(B)(2) and 21.100.050(C): https://www.stancounty.com/planning/forms/zoning-ordinance.pdf

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3. Land Use Regulations

CONTEXT

Land use regulations refer to the types of uses (e.g., office, manufacturing, restaurants) allowed in each zoning district. Land use regulations and processes outlined in the Code should be consistent with a jurisdiction's General Plan policies and reflect the purpose of the General Plan land use designation and zoning district.

The current Code identifies land use regulations in Division 82 (*General Regulations*), Division 84 (*Land Use Districts*), Division 86 (*Airports*), Division 88 (*Special Land Uses*), Division 810 (*Agricultural Land Conservation*), and Division 814 (*Slope and Hillside Development*). Having the land use regulations spread across 6 of the 11 divisions in Title 8 can make it difficult for the reader to find the appropriate information.

For example, in Division 84 (*Land Use Districts)*, most land use regulations are presented as lists of activities that are permitted by right and those that require land use permits for each zoning district (Figure 6). However, some zoning districts in Division 84 simply refer to other Code sections (Figure 7) for allowed uses. In other cases, such as Division 82 *(General Regulations),* land use regulations are presented as separate chapters, like Chapter 82-20 *(Dog Keeping)* or Chapter 82-22 *(Child Care Facilities)*. This inconsistent approach can make it difficult to navigate or easily compare uses across different zoning districts. Additionally, planned unit (P-1) zoning districts, such as Bay Point and North Richmond, have individual land use regulations that are housed outside of the Code.

Staff and stakeholders agree that the current Code land use regulations are both outdated and overly prescriptive. Examples include restrictions on cabaret uses or limiting business offices to only insurance, real estate, and investment brokers. Additionally, the regulations may not reflect a comprehensive list of uses suitable for each zoning district. For instance, existing agricultural districts fail to distinguish between animal production and animal keeping. They also limit uses based on commercial status, rather than considering the potential impacts of the use. This creates challenges for staff in administering and enforcing regulations for contemporary land use types, potentially leading to inconsistent zoning decisions.

FIGURE 6 – COUNTY USE REGULATIONS FOR GENERAL COMMERCIAL (C) ZONING DISTRICT (84-54.4) (CONTRACOSTA.CA.GOV/4736)

Article 84-54.4. - Uses

84-54.402 - Uses allowed.

The following uses are allowed in C districts:

(1) All types of wholesale businesses, warehouses, freight terminals, trucking yards, lumberyards, cabinet shops, sheet metal shops, auto repair garages, contractor's yards, and uses allowed in single-family and two-family residential districts without or with a land use permit;

(2) Uses allowed in N-B and R-B districts;

(3) Animal hospitals;

(4) Commercial dog kennels;

(5) Reserved;

(6) Emergency shelters that meet the requirements of Chapter 82-46.

(Ord. No. 2022-03 § XIII, 5-24-22; Ords. 76-36 § 4, 1781 § 8, 1569 § 20: prior code § 8161(a): Ords. 1046 § 3, 697 § 2, 382 § 4D).

(Ord. No. 2014-11, § VII, 11-4-14)

84-54.404 - Uses—Requiring land use permit.

In the C district the following uses are permitted after the issuance of a land use permit:

(1) Transit-mix plants;

(2) Motels;

(3) Hotels;

(4) Structures having three or more residential apartment units. Minimum off-street parking requirements for apartment units shall be as required in Section 84-24.1202;

(5) Reserved;

(6) Reserved;

(7) Where a road, having a right-of-way width of 55 feet or less, forms the common boundary between a district of this classification and a district of any residential classification, no access to property in the district of this classification adjacent to such common boundary shall be permitted to or from such road until a land use permit therefor has been obtained. The permit will be determined by the effects of traffic upon such a road occasioned by use within such district, the characteristics of the adjacent areas, traffic problems, pedestrian traffic, and other considerations found pertinent to the particular area concerned.

(8) Commercial cannabis activities that meet the requirements of Chapter 88-28.

(Ord. No. 2022-03 , § XIV, 5-24-22; Ord. No. 2018-18, § 5, 6-26-18; Ord. 67-39 § 3, 1967: Ord. 67-27 § 1, 1967: Ord. 2011: Ord. 1984: Ord. 1781: Ord. 1569: prior code § 8161(b): Ord. 1046: Ord. 382).

FIGURE 7 – COUNTY USE REGULATIONS FOR HEAVY INDUSTRIAL (H-I) ZONING DISTRICT (84-62.4) (CONTRACOSTA.CA.GOV/4736)

Article 84-62.4. Uses

84-62.402 - Uses — Permitted.

Heavy industrial manufacturing uses of all kinds, including, but not limited to, the manufacturing or processing of petroleum, lumber, steel, chemicals, explosives, fertilizers, gas, rubber, paper, cement, sugar, and all other industrial or manufacturing products shall be permitted in the H-I district.

(Ord. 1459: prior code § 8164(b): Ord. 1046: Ord. 382).

84-62.404 - Uses — Requiring land use permit.

Uses requiring land use permit in the H-I district shall be the same as the uses designated in Section 84-58.404 for the L-I district.

(Ord. 67-39 § 5, 1967: Ord. 1459: prior code § 8164(a): Ords. 1046, 382).

RECOMMENDATION 3-A: APPLY USE TABLES

The updated Code should incorporate use tables to clearly outline permitted and non-permitted uses in each zoning district. These tables would replace the current subsections on '*Uses – Permitted*' and '*Uses – Requiring Land Use Permit*' found in most of the existing zoning district chapters. The Code could include a master use table for all zoning districts, like the Sacramento County Code example in Figure 8, or separate use tables in each zoning district's regulations section, as shown in Figure 9. Another item worth consideration is whether, and how, to incorporate existing P-1 use tables into the Code.

FIGURE 8 – EXCERPT FROM SACRAMENTO COUNTY ALLOWED USES TABLE EXAMPLE

TABLE 3.1: ALLOWED USES [AMENDED 06-22-2017][AMENDED 12-01-2017][AMENDED 01-12-2019][AMENDED 07-16-2020][AMENDED 02-25-2021][AMENDED 09-09-2022]

KEY

P = Permitted Primary Use
UPM = Minor Use Permit
UPZ = Conditional Use Permit by the Zoning Administrator
UPP = Conditional Use Permit by the Planning Commission
UPB = Conditional Use Permit by the Board of Supervisors
A = Permitted Accessory Use
TUZ = Temporary Use Permit by the Zoning Administrator
Grey Boxes – Refer to Applicable Use Standards in Sections Identified

Zoning Districts	Agricultural			Agricultural Residential		Residential					Recreation			Mixed Use			Commercial			Industrial			Use Standard
Use, Service or Facility	AG-20 through AG-160	UR	IR	AR-10 AR-5	AR-2 AR-1	RD-1 RD-2	RD-3 RD-4	RD-5 RD-7 RD-10	RD-15 through RD-40	RM-2	RR	O	C-O	NMC	CMC	CMZ	BP	LC[1]	GC[2]	MP	M-1	M-2	
AGRICULTURAL USES																							
A. General Agricultural Uses	P	P	P	P	P[3]						P	UPZ	UPZ							P	P	P	3.4.1
B. Agricultural Equipment Repair, Maintenance and Manufacturing	UPZ																				UPZ	UPZ	
C. Agricultural Supplies and Services	UPZ																		P		P	P	
D. Primary Processing of Agricultural Products	P[4]	P[4]	P[4]	P[4]																	UPZ	P[4]	3.4.12
E. Commercial Beekeeping	P	P	P	P	P																		3.4.2
F. Non-Commercial Beekeeping					A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	3.4.2
G. Crop Dusting Service	UPP																						

[1] Includes former SC Zoning District. Refer to Title IV of the Sacramento Zoning Code interim standards for SC zoning districts.
[2] Includes formed AC and TC zoning districts, interim standards for AC and TC zoning districts should refer to Title IV of the Sacramento Zoning Code.
[3] In the AR-1 zoning district, general agricultural uses are permitted on lots of 150 feet or greater width.
[4] Permitted up to five (5) acres in AG zones and up to one (1) acre in AR zones. Otherwise, need UPZ is exceed acreage. Includes processing of industrial hemp pursuant to Section 3.4.12 in Ag-20 through AG-160 and M-2 zones only. In the M-1 zone a UPZ is required.

FIGURE 9 – LOS ANGELES COUNTY RESIDENTIAL USE TABLE EXAMPLE

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
Utility-scale solar energy facilities, structure-mounted	P	P/ MCUP	P	P	P	P	Section 22.140.510
Utility-scale wind energy facilities	-	-	-	-	-	-	
Residential Uses							
Adult residential facilities							
Facilities serving six or fewer persons	P	P	P	P	P	P	
Facilities serving seven or more persons	CUP	CUP	CUP	CUP	CUP	CUP	
Convents and monasteries, where on the same lot as a legally established church or school	CUP	CUP	CUP	SPR	SPR	SPR	

RECOMMENDATION 3-B: REFLECT COMPREHENSIVE AND CONTEMPORARY LAND USES

Community gardens provide access to fresh produce and can serve as focal points for communities.

The updated Code should provide a comprehensive list of land uses that are adaptable to contemporary trends. Existing and new land uses outlined in the Code should be reviewed and evaluated for compatibility with each zoning district and associated General Plan land use designations, and for consistency with General Plan goals. Uses deemed inappropriate, outdated, or overly prescriptive should be eliminated and replaced with more suitable options. New uses could include community gardens, neighborhood-serving uses (e.g., corner markets, which should be allowed in most residential land use designations, consistent with the 2045 General Plan), shared office or co-working spaces, drone-related activities, and alternative housing styles like tiny homes. The Code should also incorporate regulations or procedures that allow for the co-location of uses, including accessory uses. This may include flexible office spaces, shared office or co-working spaces, food halls combining restaurants and retail, breweries or wineries that host events, and businesses that manufacture and sell products on-site.

4. Zoning Districts and Development Standards

CONTEXT

Zoning districts organize land into different categories (e.g., residential, commercial, and industrial). The current Code has 37 base zoning districts, which can be grouped into seven broader categories. The large number of base districts, each with their own development standards, can be difficult for staff and the public to navigate. These existing zoning categories also need to be updated to reflect the County's updated General Plan.

Single-Family Residential. Nine zoning districts allow for single-family residential development and associated uses on properties ranging from 6,000 to 100,000 square feet in area.

Two-Family Residential. One zoning district allows for up to two dwelling units on a single parcel.

Multiple-Family Residential. Five zoning districts allow for multiple-family residential development and associated uses with densities ranging from 6 to 29 units per acre.

Agricultural. Six zoning districts allow agricultural uses and preservation.

Commercial, Office, and Business. Six zoning districts allow for an assortment of commercial, retail, office, and neighborhood business uses.

Manufacturing and Industrial. Four zoning districts allow for controlled manufacturing and light industrial to heavy industrial uses.

Other. Other zoning districts include Forestry Recreation (F-R), Water Recreational (F-1), Interchange Transitional, Unrestricted (U), Planned Unit (P-1), and Mobile Home/ Manufactured Home Park (T-1).

The development standards established for each zoning district should be clear, easy to understand, and reflect modern requirements. Staff and stakeholders have noted that some development standards in the current Code do not reflect the County's updated General Plan policies, and that standards can be confusing, conflict with requirements from other County divisions or departments, and be cumbersome or infeasible for certain development projects. Furthermore, even though area-wide P-1 zones are similar to one another, they are all covered in separate documents, which can be difficult for staff and the

public to navigate. Finding and understanding development standards and regulations for private development projects in P-1 zones can also be hard.

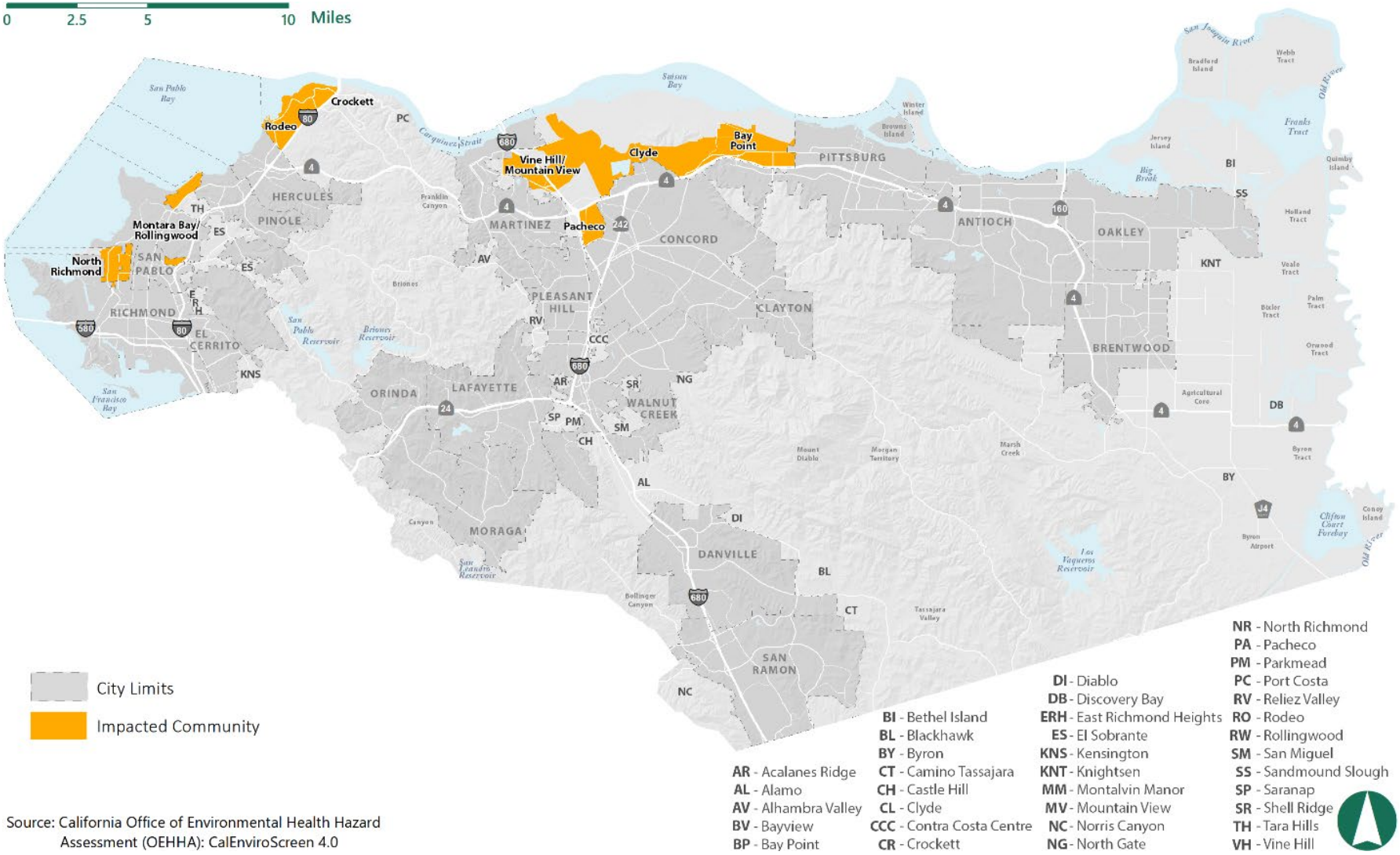
RECOMMENDATION 4-A: UPDATE DISTRICTS TO BE CONSISTENT WITH THE GENERAL PLAN

Preliminary recommendations to align zoning districts with the Contra Costa County 2045 General Plan are as follows:

- Recommended Zoning Districts to Eliminate and Consolidate:
  - Eliminate and combine residential zoning districts that are inconsistent with new General Plan densities or are rarely used.
  - Combine the General Agricultural (A-2) district and Heavy Agricultural (A-3) district into a single district called General Agricultural with a 10-acre minimum lot size, consistent with the 2045 General Plan. Change the abbreviation to A-10 to relate to the minimum lot size.
  - Eliminate the Slope Density and Hillside Development (SD-1) Combining District and consider incorporating requirements as design and development standards for hillside properties.
  - Remove the Water Recreational (F-1) zoning district, which is applied to areas where residential uses also have a dock, and rezone all existing F-1 properties to residential. Allowed uses for the F-1 zoning district should be incorporated into other appropriate zoning districts or as part of the new Supplemental Regulations and Standards Division.
  - Replace the Limited Office (O-1) and Administrative Office (A-O) districts with General Commercial (C-G) zoning that incorporates office uses.
  - Replace the Neighborhood Business (N-B) and Retail Business (R-B) districts with Commercial Local (C-L) zoning.
  - Eliminate the Controlled Heavy Industrial (W-3) zoning district as it is rarely applied. Incorporate relevant W-3 regulations into the existing Heavy Industrial (H-I) zoning district.
  - Evaluate the benefits and drawbacks of removing area-wide P-1 zones and integrating applicable P-1 standards into the rest of the Code. The P-1 zoning district would be retained for private projects that implemented a Planned Unit Development.

- Recommended New Zoning Districts or Overlays to Establish:
  - Establish new residential zones to accommodate all densities and development patterns allowed by the General Plan, such as R-2 and R-4 zones for existing and future small-lot single-family development, and M-60 and M-125 zones for the high end of the density range.
  - Establish new mixed-use zoning districts that align with the General Plan's mixed-use land use designations.
  - Establish new General Commercial (C-G) and Commercial Local (C-L) zoning districts.
  - Consider creating additional agricultural sub-districts for agricultural parcels over 80 acres, such as A-160 and A-320. New agricultural sub-districts should include incentives for maintaining larger agricultural parcel sizes and consolidating existing small parcels into larger parcels.
  - Establish an Impacted Communities Overlay Zone with input from the community. The overlay zone should include areas within and adjacent to the Impacted Communities shown in Figure SC-1 of the 2045 General Plan (Figure 10). The Impacted Communities Overlay Zone should also establish discretionary permit requirements for nonresidential developments of 25,000 square feet or more; and require additional project findings that promote environmental justice, health, and safety. Projects within the overlay zone should support community objectives; provide economic benefits for the community; avoid permanent displacement of existing residents or businesses; support community resiliency, cohesion, and safety; and positively impact health and quality of life within the community.
- Additional Recommendations:
  - Differentiate residential sub-districts based on density rather than "single-family," "two-family," or "multiple-family."
  - Revise the abbreviation for the Agricultural Preserve District from A-4 to A-P.

FIGURE 10 – IMPACTED COMMUNITIES MAP

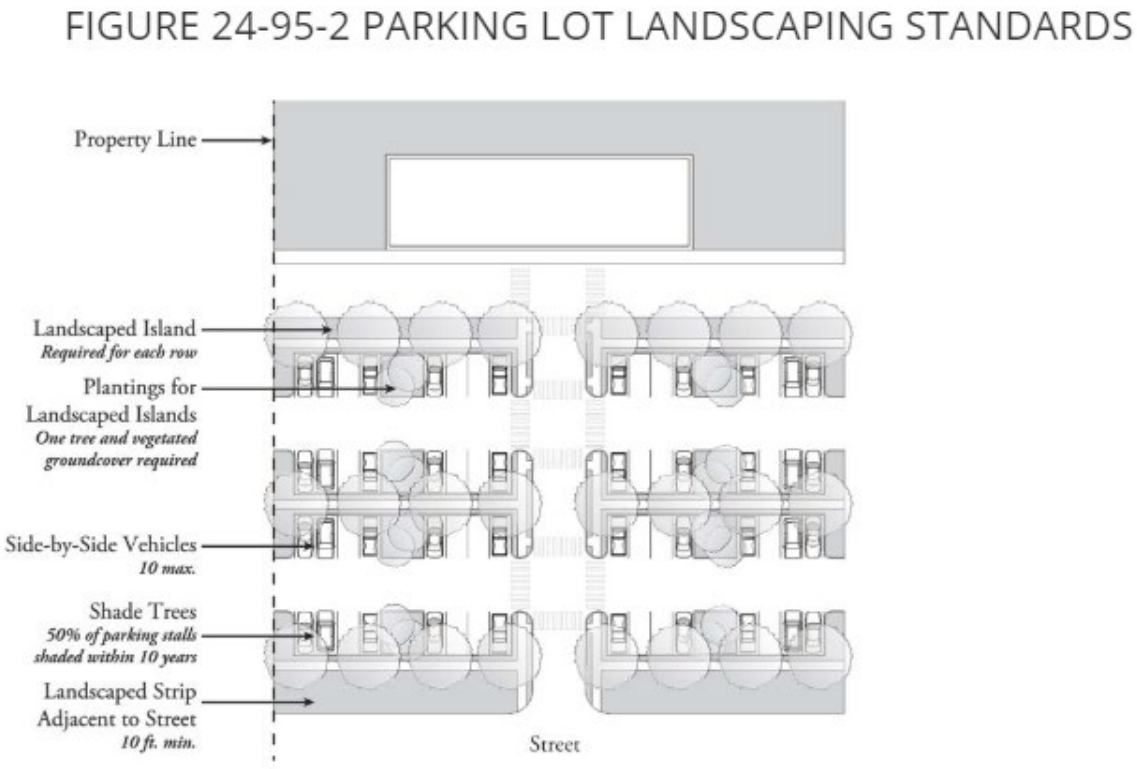


Source: California Office of Environmental Health Hazard Assessment (OEHHA): CalEnviroScreen 4.0

RECOMMENDATION 4-B: APPLY CLEAR DEVELOPMENT STANDARDS

Development standards across all zoning districts should be well-defined and easy to understand. The comprehensive Code update should prioritize clear organization, presentation, and the elimination of confusing standards. As presented in Recommendation 1-C, the organization and presentation of development standards can be greatly improved through tables, matrices, and lists. For example, the updated Off-Street Parking Chapter could include a matrix outlining vehicular and bicycle parking standards for all use types. Similarly, parking lot landscape design and layout standards could be simplified by a table format with images (Figure 11).

FIGURE 11 - BUTTE COUNTY PARKING LOT LANDSCAPING STANDARDS EXAMPLE



Additionally, the Code should eliminate confusing development standards or concepts, replacing them where necessary. For residential-zoned properties, this could include eliminating the "half-story" element and removing the aggregate side-yard setback requirements. Instead, we could adopt full-story maximum building height, and setbacks based on a minimum linear-foot requirement for the front, sides, and rear setbacks.

The Code should also strive for consistency between the zoning development standards and requirements found elsewhere in the County Ordinance Code or implemented by other County departments and divisions (like Public Works Department and Building Division). To achieve this, a collaborative review is recommended. Staff from relevant County divisions, such as those mentioned above, should be involved in examining existing development standards, including ADU setbacks and other accessory structures. Conflicting standards can then be identified and updated to ensure a more streamlined and cohesive Code.

RECOMMENDATION 4-C: INCORPORATE FLEXIBLE AND MODERN STANDARDS

Development standards should align with General Plan policies while remaining clear and flexible. This flexibility is important to accommodate contemporary uses and encourage development. Table 5 provides initial recommendations for introducing greater flexibility into Code development standards and includes examples of how other jurisdictions have implemented these recommendations.

TABLE 5 – DEVELOPMENT STANDARDS PRELIMINARY RECOMMENDATIONS

REGULATION	RECOMMENDATION
Building Height Regulations	Establish graduated height limits or stepbacks to allow buildings to be taller with less solar access conflicts.
Parking Regulations	Replace parking minimums with maximums for some uses or areas of the county. See City of Berkeley Municipal Code Section 23.322.070 (*Parking and Loading*): https://berkeley.municipal.codes/BMC/23.322
	Allow off-street parking exemptions for certain uses (e.g., adaptive reuse or re-tenanting of older downtown buildings) where appropriate.
	Relax parking requirements when adequate street parking is available for existing and proposed uses.
	Require new commercial parking lots with 50 or more spaces to mitigate heat gain through installation of shade trees, solar arrays, or other emerging cooling technologies.
Residential Regulations	Establish and refine standards for alternative home types (e.g., modular or tiny homes), including in the T-1 Mobile Home/Manufactured Home Park District.
	Permit more encroachments into setback areas (e.g., front porches, bay windows, and architectural features). See San Joaquin County Municipal Code Section 9-400.020 (*Building Projections into Required Yards*): https://library.municode.com/ca/san_joaquin_county/codes/development_title?nodeId=SJC

REGULATION	RECOMMENDATION
Planned-Unit Development Regulations	Update the intent and purpose of P-1 zoning to be used only where existing zoning regulations cannot be efficiently used for the proposed project.
	Update the required P-1 project findings to show that the proposed development would not be successful under any other base zoning districts and that the project would provide community benefits consistent with the General Plan.
Accessory Structure Regulations	Revise the maximum building size for accessory buildings to be proportional in size to the property on which they are located. See Santa Clara County Municipal Code Section 4.20.020 (*Accessory Buildings and Structures*): https://stgenpln.blob.core.windows.net/document/ZonOrd.pdf#0-TOC
	Establish requirements for retaining walls greater than seven feet to be staggered and incorporate landscaping to reduce visual impact. See City of San Carlos Municipal Code Section 18.12.050.E (*Hillside Development Standards*) for retaining wall requirements: https://cityofsancarlos.primegov.com/Portal/viewer?id=0&type=7&uid=33bc15bd-eb3e-44f3-b9c1-b8abdeffdf73
	Revise the definition of "structure" to exclude retaining walls that meet all development standards.
Environmental Protection Regulations	Establish development standards for urban land uses that interface with agricultural uses, ecologically significant resource areas, and other protected conservation lands. New development standards should, at minimum, address appropriate setbacks, buffers, lighting, fencing, screening, and landscaping. See Los Angeles County Municipal Code Section 22.102.090 (*Significant Ecological Areas Development Standards*): https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances?nodeId=TIT22PLZO_DIV5SPMAAR_CH22.102SIECAR_22.102.090SEDEST. See Butte County Municipal Code Division 7 (*Agricultural Buffers*): https://library.municode.com/ca/butte_county/codes/code_of_ordinances?nodeId=CH24ZO_ARTIIIGERE_DIV7AGBU
	Require clustering of new development on agricultural properties to protect agricultural vitality and sustainability.
	Incorporate new provisions related to microgrids and battery energy storage systems.
Quality of Life Regulations	In collaboration with community members, law enforcement, and local leaders, develop standards that encourage public safety through environmental design.
	Establish a public art requirement for new development of a certain project type and size. See City of Berkeley Municipal Code *Chapter 23.316* (*Percentage for Public Art on Private Projects*): https://berkeley.municipal.codes/BMC/23.316.010
	Establish a community garden requirement for new development of a certain project type and size. See Sacramento County Municipal Code Table 5.7.C (*Project Development Standards*) and Table 5.8.B (*Project Development Standards*) for regulations for common open space and outdoor amenities, which can include community gardens: https://planning.saccounty.gov/LandUseRegulationDocuments/Documents/Zoning-Code/Chapter_5_1.13.23.pdf.pdf

REGULATION	RECOMMENDATION
	Require new multifamily residential, commercial, and mixed-use development projects to designate areas adequate for package and goods deliveries and passenger loading and unloading.

APPENDIX A – ZONING CODE UPDATES BY PHASE

Appendix A – Zoning Code Updates by Phase

Phase I: All Housing Element Update actions that must be completed by January 31, 2024.

- HE-A5.1 Action: Increase the supply of land zoned for high-density housing. This will include creation of new zoning districts for consistency with the new General Plan land use designations. Amend the General Plan and County Ordinance Code, as needed and detailed in Section 6.4, to provide adequate sites for at least 3,266 lower-income units, with particular attention to land in moderate and higher resource designations and communities identified as RCAAs (i.e., Vine Hill, Reliez Valley, Alhambra Valley, Briones, Saranap, Acalanes Ridge, Castle Hill, Alamo, Diablo, Blackhawk, Discovery Bay, and Kensington) (by January 31, 2024).
- HE-A5.2: Change zoning on parcels identified in one or more prior Housing Element to address state law under Government Code Section 65583.2(c) and facilitate housing opportunities on those parcels (by January 31, 2024).
- HE-A3.2: Continue to offer housing opportunities and funding to facilitate housing for those with disabilities. Create a reasonable accommodation procedure (by February 2024).
- HE-A5.1: Increase the supply of land zoned for high-density housing. This will include creation of new zoning districts for consistency with the new General Plan land use designations. Amend the General Plan and County Ordinance Code, as needed and detailed in Section 6.4, to provide adequate sites for at least 3,266 lower-income units, with particular attention to land in moderate and higher resource designations and communities identified as RCAAs (i.e., Vine Hill, Reliez Valley, Alhambra Valley, Briones, Saranap, Acalanes Ridge, Castle Hill, Alamo, Diablo, Blackhawk, Discovery Bay, and Kensington) (by January 31, 2024).
- HE-A6.1: Update Title 8 of the County Ordinance Code. Current revisions needed to the County Ordinance Code include: (by 2024):
    - Allow employee housing for six persons or fewer anywhere single-family residential uses are allowed to comply with the Employee Housing Act.
    - Establish a streamlined review process and standards for eligible projects under SB 35 (2017), as set forth under Government Code Section 65913.4.
    - To affirmatively promote more inclusive communities, review and revise the County's requirements for Residential Care Facilities with seven or more persons and permit them as a residential use subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. These types of facilities are still subject to state licensing requirements.
    - Allow transitional and supportive housing in all zoning districts in the same way that other housing is allowed per SB 2 (2007) and also to allow supportive housing without discretionary review in areas zoned for residential use where multifamily and mixed uses are permitted, per Assembly Bill (AB) 2162 (2018).
    - Allow low-barrier navigation centers without discretionary review in compliance with AB 101 in areas zoned for mixed use and nonresidential zones permitting multifamily uses.
    - Update the land use permit findings to not have a disproportionate impact on housing affordable to lower income households.

- Allow emergency shelters as a permitted use (non-discretionary) in the Light Industrial zoning district to implement AB 2339. In 2027, the County will evaluate the remaining suitable sites in the zones that allow emergency shelters by right and compare with the homeless need at the time. If the available sites do not address or exceed the homeless need, the County will update the zoning to allow emergency shelters by right in more locations in order to address the homeless need.
- Amend the definition of emergency shelters to clarify that emergency shelters may include other non-permanent housing interventions, such as a navigation center, bridge housing, and respite or recuperative care.
- Update parking standards for emergency shelters to accommodate all staff, provided they do not require more parking than other residential or commercial uses in the same zone (Government Code Section 65583(a)(4)(A)(ii)). The County will also assess all of the operational standards for emergency shelters and update if needed for consistency with state law.
- Amend the definition of "family" in the Contra Costa County Municipal Code to not limit family by size or relation such that it does not impede the ability of persons with disabilities to locate housing.
- As part of the comprehensive update, the County will establish or modify development standards (including setbacks, lot coverage and height limits) for new or existing zoning districts allowing residential uses to facilitate achieving allowable maximum densities.

Phase II: The comprehensive Zoning Code update effort. This includes restructuring Title 8- Zoning, updating definitions, and making minor cleanup or updates to development standards and entitlement processes. Targeted updates to Title 2- Administration and Title 9- Subdivisions are also included in Phase II.

Code Accessibility

Ease of Use

- SC-A10.1: Amend County Ordinance Code Title 8 – Zoning to improve accessibility by: a) Using formatting tools and techniques, such as matrices and tables, that streamline the document. b) Incorporating diagrams and other graphics to reduce reliance on text. c) Using clear, unambiguous, and non-technical language whenever possible.
- Re-organize Code to improve navigation. Specific ideas include:
    - Have all definitions in one place.
    - Keep special land uses in the same place.
    - List zoning districts in a logical way (e.g., alphabetize).
    - Eliminate/reduce the need to look in multiple sections for standards or requirements (e.g., applicable setbacks are provided in the language for each zoning district, definition of "lot", and Article 82-12.4 Highway).
    - Remove obsolete sections of code (e.g., *Cabaret Ordinance*).
    - Specify and differentiate special uses and general uses.
    - Remove Dog Keeping Ordinance. Incorporate uses into a master allowed-use matrix and transfer appropriate definitions to *Definitions* chapter.
- Simplify language so that it is easier to interpret and navigate.

- Incorporate more diagrams, illustrations, and realistic examples to help in interpreting complex portions of the code (e.g., where to measure building height, etc.).
- Include zone section references to avoid readers having to switch to multiple sections.
- Provide hyperlink to development standards through Accela or CCMAPS so that when someone clicks on their lot, the setbacks, side yards, building heights, stories, etc. are provided on screen.

Terms and Definitions

- Update *Definitions* (Chapter 82-4) by including additional terms that are needed but missing. Ex:
    - Crawlspace
    - Recreation area (as it refers to off-street parking)
    - Junkyards
    - Microgrid
- Update *Definitions* (Chapter 82-4) by removing outdated, unnecessary, or overly specific terms.
- Update *Definitions* (Chapter 82-4) by clarifying interchangeable or confusing terms. Ex:
    - Development
    - Building vs. structure
    - Whether fences and retaining walls are considered structures
    - Yard vs. setback
    - Building area vs. building footprint
    - Frontage and/or roadway
    - Primary vs. secondary frontage
    - Net vs. gross acreage
- Ensure that terms and definitions are consistent with State guidelines (e.g., transitional housing, congregate care, assisted living facility, convalescent home) and General Plan glossary.
- Establish consistent rules for measurement (e.g., how "Average Lot Width" is determined).

Administrative Procedures

Clarify Procedures

- HE-A2.8 Action: Amend the County Ordinance Code to include an ordinance authorized pursuant to Senate Bill 10 unless determined infeasible or nonbeneficial (by December 2025).
- LU-A2.1: Amend the County Ordinance Code to require the following prior to approval of a tentative map for subdivision in areas designated Agricultural Lands or Agricultural Core: a) Evidence of adequate groundwater supply to support intended uses, considering the cumulative, long-term demand. b) Demonstration that each parcel is suitable for an on-site wastewater treatment system. c) Satisfactory road and street access, particularly for emergency vehicles. d) Adequate regional drainage capacity, including downstream natural watercourses. e) Detailed site plans for each lot indicating building locations, driveways, well and leach field locations, energy-efficient and-conserving features, location of hazards such as landslides and floodplains, necessary flood and stormwater management improvements, and fencing. f) Other information that may be required to confirm the safe use of each lot for its intended purpose.
- Clarify and revise Zoning Administrator (ZA) duties and administrative approval authorization identified in Title-2 by:
    - Allowing the ZA the ability to approve smaller projects (ex: a straight Major Subdivision with no rezoning or final development plan) administratively.

    - Providing provisions within the code that give the DCD Director or ZA the authority to allow an unlisted use that resembles, or is compatible with, a listed use.
- Establish clear permit thresholds and definitions of "substantial" vs. "unsubstantial" or "minor" vs. "major" changes to help reduce existing inconsistencies with processing and public hearing requirements.
- Review the Lot Line Adjustment approval procedures (92-4.047).

Right-Size Permit Requirements & Establish New Procedures Where Needed

- HE-A6.2 Action: Continue developing and implementing practices to further streamline approval of planning entitlements and issuance of building permits for residential projects including development of objective design standards (see Action HE-A2.6).
- LU-A9.3: Amend the County Ordinance Code and/or procedures to streamline the permitting process for businesses and industries that provide living-wage jobs, invest in the community, hire from the local workforce, and embrace sustainability.
- Simplify the process and minimize applicable fees for childcare and preschool facilities, churches, and other similar land uses.
- SC-A5.2: Amend the County Ordinance Code and/or procedures to streamline permitting processes for grocery stores and markets in Impacted Communities and food deserts.
- SC-A11.6: Amend County Ordinance Code Title 2 – Administration to increase the public notification distance for hearings concerning refineries and other large stationary sources (i.e., any stationary source that emits, or has the potential to emit, 40 tons per year or more of nitrous oxides or sulfur dioxide; 15 tons per year of coarse particulate matter; 10 tons per year of fine particulate matter; and/or 200 tons per year of carbon dioxide) from 300 to 3,000 feet.
- Evaluate heliport and vertiport regulations and revise as needed.
- Reduce the number of discretionary applications that are required by identifying more application types that can be approved without a public hearing and allowing more uses by right. Ensure that existing and proposed ministerial permits are appropriate and in line with County policies.
- Consider different review "tracks" for the same type of activity but with differing intensity or potential impacts (including visual effects on neighbors). For example, offer lesser design review for additions versus new construction.
- Establish a new Minor Use Permit type. Review requirements and best practices from other jurisdictions.
- Require a lesser permit type for outdoor ancillary uses in the current R-B zoning district, such as non-drive through ATMs, Redbox, donation boxes, and outdoor dining.
- Require a lesser permit type (ex: Minor Use Permit) for large accessory buildings, rather than a variance. Establish threshold and definition for "large."
- Consider eliminating "reconsideration" option or clean up to clarify how it is different than an appeal.
- Eliminate the Small Lot Design Review process (Chapter 82-10).
- Update findings for areawide P-1s to require that: the project demonstrates how existing zoning districts cannot be efficiently used for project; the project demonstrates that P-1 zoning is necessary to achieve the project; and the project provides community benefits that support the General Plan.
- Establish a Temporary Use Permit and/or expand the existing Temporary Event Permit to apply to community-serving uses such as farmer's markets and maker's fairs.

- Evaluate the County's role when other agencies/departments are not exempt from State law. Revise procedures as needed.

Separate from Code

- Develop a factsheet that describes the different required permitting processes, including overlapping processes and how they relate to each other.

Land Use Regulations

General

- Update and align allowed uses for all zoning districts- "Allowable Use Modernization Effort." Specific ideas include:
    - Replace uses that are too prescriptive with broader use categories.
    - Remove outdated uses and replace with common uses for today's market (e.g., event centers, businesses with multiple uses).
    - In areas where sales of a certain item is an allowed use (e.g., some P-1 districts), consider also allowing the repair of that product (e.g., furniture sales and repair).
- Re-evaluate the permitted uses in the zoning code vs. those that require a use permit; adjust to encourage uses that promote access to healthy food and to discourage unhealthy uses, like bars and liquor stores.
- Add cell sites into different zoning districts, ex. retail business.

Residential Uses

- To the extent permitted by State law, limit new residential development to already-approved development and one dwelling unit per legal parcel. (3-56) (Bethel Island, Policies, #4)
- Consider allowing area-serving non-residential uses in or nearby residential districts that support community character.

Agricultural Uses

- SC A4.1: Amend the urban agriculture provisions in County Ordinance Code Title 8 – Zoning to address the following: a) Zoning districts where urban agriculture is allowed. b) Permitting requirements. c) Development and performance standards. d) Environmentally safe and sustainable practices. e) Sale of crops and value-added products. f) Animal husbandry. g) Disposal of food waste and agricultural byproducts.
- Include non-profit farm animal sanctuary/pet hospital as an allowed use in A-2 or other appropriate agriculture zoning district.
- Remove Section 84-38.1402 subsection 4 language, "Legitimate poultry hobbyists as approved in writing by the animal services director."
- Consider additions to the "R-" districts and the Urban Farm Animal Ordinance to clarify that animal keeping is only allowed as a secondary use and not allowed on vacant properties.

Commercial/Office Uses

- Broaden allowable commercial uses without a permit.
- Allow treatment/rehab/support facilities and medical offices/uses in retail and commercial zoning districts.
- Allow office uses in R-B, N-B districts.

Industrial Uses

- Allow compatible ancillary uses (e.g., sales) in industrial zones.

Other Uses

- Review County Ordinance Code provisions and consider the suitability of each zoning district for the establishment of airports and heliports. (Existing Transportation Element Program 5-bm)
- Review Chapter 88-12: Adult Entertainment Businesses Ordinance and update as needed.

Zoning Districts and Development Standards

General

- Prepare a comprehensive zoning table/matrix identifying development standards for all zoning districts.
- Provide clear requirements between public works, building, and current planning divisions to ensure that codes (e.g., ADUs & Accessory Structures) align with one another.

Accessory Structure & Building Standards

- Evaluate development standards (e.g., height, setbacks, FAR, lot coverage) for accessory structures and buildings. Revise as needed to allow development that is appropriate for and proportionate to subject zoning districts and existing primary buildings/structures.
- Define requirements for how to separate and/or stagger retaining walls/fences to not be considered a structure and require a Variance.

Agricultural Standards

- COS-A2.4: Amend County Ordinance Code Title 8 – Zoning to include development standards, and possibly adopt accompanying design guidelines, for urban land uses that interface with agricultural uses, addressing, at minimum: a) Setbacks on urban properties that provide a buffer to agricultural uses. b) Location and arrangement of buildings, structures, and uses on urban properties. c) Lighting, fencing, screening, and appropriate landscaping/vegetation.
- LU-P10.1: Encourage consolidation of agricultural parcels not meeting the minimum acreage requirement for the applicable zoning district.
- LU-A10.1: Amend County Ordinance Code Title 8 – Zoning related to development of homes and associated buildings and structures on agricultural properties to require clustering of such improvements to protect agricultural vitality and sustainability.

Environmental Standards

- COS-A4.2: Amend County Ordinance Code Title 8 – Zoning to include development standards, and possibly adopt accompanying design guidelines, for urban land uses that interface with ecologically significant resource areas and other protected conservation lands, addressing, at minimum: a) Setbacks on urban properties that provide a buffer to resource areas. b) Clustering development to maximize ecological and conservation benefits. c) Fencing, lighting, screening, and landscaping/vegetation that support, and do not interfere with, wildlife migration and other conservation purposes.
- COS-A14.2: Amend County Ordinance Code Division 88, Special Land Uses, to consolidate Chapters 88-3 and 88-30 governing wind energy conversion systems and solar energy facilities, respectively, into a new renewable energy chapter, with added provisions related to microgrids and battery energy storage systems.

- COS-A14.3: Amend County Ordinance Code Division 88.3—Wind Energy Conversion Systems to require that of decommissioned wind farms be returned to a condition consistent with the natural environment in the area of the time of decommissioning, rather than a return to pre-project condition. The following issues must be specifically addressed: a) Unnecessary and poorly constructed roads that are sources of erosion. b) Remaining turbine foundations/footings and underground conduit. c) Abandoned equipment yards, turbine components, and other debris.

P-1 Standards

- HE-P5.3 Policy: Promote mixed-use development by eliminating minimum area requirement to establish a P-1 District.
- Either replace areawide P-1s with new zoning districts or keep areawide P-1s but address ongoing issues. Will need direction from Board of Supervisors.

Residential Standards

- HE-P1.4 Policy: Ensure that the County's condominium conversion ordinance (Chapter 926-2.202) mitigates impacts to displaced tenants and ensures the quality of units being sold to homeowners.
- HE-A2.1 Action: Provide funding or financial incentives for new affordable housing development.
- HE-A3.1 Action: Work with housing developers and housing service providers to address the needs of those with special housing needs.
- Eliminate the half-story element.
- Remove aggregate side yard setback requirement.
- Evaluate if "sliding scale" for setbacks is still needed. Remove or revise as needed.
- Consider expanding permitted setback encroachments (e.g., front porches).
- Consider establishing standards and regulations to allow for alternative housing styles (e.g., shipping container houses, tiny houses).

Transportation & Parking Standards

- HS-A8.1: Amend County Ordinance Code Chapter 82-16, Off-Street Parking, to achieve consistency with Policy HS-P8.3. ["Require new commercial parking lots with 50 or more spaces to mitigate heat gain through installation of shade trees, solar arrays, or other emerging cooling technologies. Prioritize the use of solar arrays where feasible and appropriate."]
- TR-A6.3: Amend County Ordinance Code Title 9 – Subdivisions to require new multifamily residential, commercial, and mixed-use developments to designate areas adequate for package and goods deliveries and passenger loading and unloading.
- Adopt zoning that provides more flexibility for downtown development, including relaxing parking requirements when street parking is available and expanding allowed uses to include light manufacturing for businesses that both manufacture and sell products on-site. (Byron, Actions, #2)
- Exempt adaptive reuse or re-tenanting of older downtown buildings from compliance with off-street parking requirements when appropriate. (Crockett, Policies, #8)
- Consider incorporating parking benefit districts into "downtown" areas (i.e., Crocket, Byron, Rodeo, etc.).
- Simplify Off-Street Parking Landscape Design and Layout (Section 82-16.404.c) standards.
- Remove Take-Out Food Establishments Ordinance (Chapter 88-16) and incorporate requirements for keeping parking lots clean into the Off-Street Parking Ordinance (Chapter 82-16).
- Consider removing parking minimums and establishing parking maximums.

Other Development Standards

- COS-A9.1: Amend County Ordinance Code Title 8 – Zoning to incorporate the following requirements for new or expanded marinas and docks: a) Adequate channel width and depth, as defined by the State Harbors and Navigation Code. b) Served by a public fire protection district. c) Adequate public vehicular access. d) Adequate supply of potable water. e) Adequate on-site facilities for sewage and solid waste disposal. f) Compatibility with nearby agricultural uses. g) Compatibility with nearby conservation/habitat lands. h) Designed to avoid inundation from projected sea-level rise, as shown on Figures HS-6 through HS-9 (Sea-Level Rise Projection Maps) in the Health and Safety Element.
- COS-A12.1: Amend County Ordinance Code Division 814, Slope and Hillside Development, to convert the requirements from being a combining district to design and development standards related to building envelopes, building massing, colors, materials, grading, draining, and erosion control.
- PFS-A6.1: In collaboration with community members, law enforcement, and local leaders, revise the County Ordinance Code to incorporate standards for new development that support a safe, accessible public realm for all through environmental design.
- SC-A4.2: Amend the County Ordinance Code to add a requirement for certain projects to incorporate community gardens into the project design. As part of this process, identify a threshold for triggering this requirement, considering project type, size, and location, and establish standards for garden size and design. Consider the unique needs of Impacted Communities when developing these regulations.
- SC-A7.1: Amend County Ordinance Code Title 8 – Zoning to establish a public art requirement for new development and funding mechanisms to create and maintain public art.
- Consider having graduated height limits/stepbacks to allow buildings to be taller with less solar access conflicts.
- Revise levee setbacks to 50’ unless different standard approved by Reclamation District prior to entitlement approval.

Zoning Map Updates

- LU-P10.2: Ensure all former Williamson Act parcels are rezoned from Agricultural Preserve District to an agricultural zoning district appropriate for the area.
- SC-A1.3: With input from residents of Impacted Communities, amend County Ordinance Code Title 8-Zoning to create an Impacted Communities Overlay Zone that applies to areas within and adjacent to Impacted Communities and establishes requirements for discretionary permits for nonresidential developments of 25,000 square feet or more. The overlay zone will include additional required project findings that promote environmental justice, health, and safety. Projects able to satisfy the required findings will: a) Provide benefits that support the community objectives, such as those identified in the Community Profile. b) Provide economic benefits for the community. c) Avoid unwelcome permanent displacement of existing residents or businesses in the community. d) Support community resiliency, cohesion, and safety. e) Positively impact health and quality of life within the community. As part of the process to develop this ordinance, create guidance for demonstrating consistency with these findings.
- Establish new residential subdistricts with smaller minimum lot sizes than currently allowed. Rezone areas where a majority/many lots are substandard (e.g. Walnut Creek R-10 and Crocket).
- Remove F-1 zoning and replace it with R-6 zoning or appropriate residential zoning. New residential zoning should include levee information and requirements.

- Establish new agricultural sub-districts for agricultural parcels over 80 acres, such as A-80, A-120, and A-160.
- Remove A-2 and A-3 zoning districts and replace with A-10.
- Rename A-4 zoning district to A-P, Agricultural Preserve District.
- Establish new mixed-use zoning designations that are consistent with the General Plan and allow vertical and horizontal mixed-use development.
- Remove O-1 and O-A zoning districts and replace with R-B, with office uses allowed).
- Conduct a comprehensive review of existing zoning and amend where needed to ensure consistency with General Plan. Also eliminate zoning districts not currently in use throughout the unincorporated County. This may include rezoning C-M (Controlled Manufacturing); F-R (Forest Recreation District properties); W-3 (Controlled Heavy Industrial); and D-1 and –T (Two-Family Residential, Transitional Overlay Combining); A-O (Administrative Office District); C-B District A (Community Business District A); ITR (Interchange Transitional District); U (Unrestricted).

Phase III: Larger updates that could be considered separate projects. Many of these updates would begin concurrently with Phase II updates but are expected to require more time or effort. Phase III includes items like new ordinances for regulatory issues, such as environmental justice and air quality. It will also include the creation of materials to help disseminate and explain the updated Zoning Code.

Code Accessibility

Separate from Code

- Develop factsheets as supplement to Code.

Administrative Procedures

Clarify & Update Procedures

- COS-A2.5: Review the Williamson Act Program to identify potential areas for improvement, such as: a) Expanding the range of allowable uses to include wildlife habitat areas. b) Increasing enforcement of non-compliant properties. c) Creating a mechanism to ensure rezoning of properties no longer under a Williamson Act contract.
- Adopt viable methods to encourage residents to open businesses in North Richmond, such as proactive outreach to the community, assisting with funding through various tax incentives, streamlining entitlement processes, and revising County ordinances and fees. (North Richmond, Policies, #13)
- Update *Nonconforming Uses Ordinance* (Chapter 82-8) and related procedures.
- Develop an ordinance, in coordination with Environmental Health, to regulate mobile vendors, such as Taco trucks.

Land Use Regulations

Industrial Uses

- COS-A14.1: Amend County Ordinance Code Chapter 88-14 – Oil and Gas Drilling and Production to:
    a. Prohibit new and expanded oil and gas production wells in the following:
        i. Sensitive ecological areas, such as wetlands and habitat for rare, threatened, endangered, or special-status species.

ii. Areas subject to 100-year flood hazards or sea-level rise, as shown in Figures HS-2 and HS-6 through HS-9.
iii. Areas within 3,200 feet of sensitive receptors or urban land use designations unless project-specific exceptions are granted by the California Department of Conservation, Geologic Energy Management Division.

b. Restrict oil and gas drilling operations to agricultural zoning districts only.
c. Require a land use permit for all new and expanded oil and gas wells.
d. Require a reclamation plan for oil and gas well sites that includes bonding for site clean-up.
e. Include performance standards related to water quality, air quality, odors, noise, and aesthetics.

In parallel, study the feasibility of amending the County Ordinance Code to prohibit development of new oil and gas wells and phase out existing oil and gas well operations.

- SC-A1.2: Amend County Ordinance Code Chapter 84-63, Land Use Permits for Development Projects Involving Hazardous Waste or Hazardous Materials, to: a) Increase the hazard scores for projects with potential to adversely affect Impacted Communities to ensure more projects are subject to discretionary review. b) Address ambiguities and antiquated terminology that complicate administration of the ordinance. c) Require preparation of a plan to prevent and remediate any contaminant releases, along with bonds that guarantee remediation plans are implemented, for projects in areas subject to sea-level rise or tsunami inundation.

Other Uses

- Evaluate existing zoning that regulates private land on public airports. Update as needed in coordination with Airport staff.

Zoning Districts and Development Standards

Environmental Standards

- COS-A5.3: Amend the County Ordinance Code to apply the creek setback requirements in Title 9-Subdivisions to all projects, including those that are not part of a subdivision.
- HS-A1.2: In consultation with BAAQMD and community stakeholders, amend County Ordinance Code Title 8 – Zoning to create an Air Pollution Exposure Overlay Zone around freeways that requires new construction in these areas to install enhanced ventilation systems and other strategies to protect people from respiratory, heart, and other health effects associated with breathing polluted air.
- HS-A1.3: In consultation with BAAQMD and community stakeholders, amend County Ordinance Code Title 8 – Zoning to include an Industrial-Sensitive Receptor Interface Overlay Zone applied to areas where residential land uses and other sensitive receptors interface or directly abut heavy industrial land uses. In the overlay zone, require industrial uses to reduce pollution and employ strategies to mitigate air quality, noise, vibration, odor, light, visual, and safety impacts on nearby sensitive receptors. In addition, require new sensitive receptors to install enhanced ventilation systems and implement other strategies, paid for by neighboring sources of pollution to the extent possible, to protect residents from health and quality of life impacts.
- LU-P2.6: Encourage clustering of allowable densities through use of Planned Unit District zoning to reduce development footprints and protect scenic resources, natural features, floodplains, and open spaces.

Residential Standards

- HE-A5.4 Action: Continue to offer density bonuses and to update the local density bonus ordinance to maintain consistency with state law.

Transportation & Parking Standards

- Work with Transportation staff and the Public Works Department to develop strategies to incentivize alternative modes of transportation, including walking. Strategies may include in lieu fees for traffic/pedestrian improvements and off-site parking for certain projects.

Other Development Standards

- Update the "Nonconforming use" section (82-34.602) of the code to clarify separate requirements for non-conforming uses and non-conforming structures and how they can or cannot be repaired, replaced, or expanded.
- SC-A2.1: Study the feasibility of implementing an amortization process to eliminate non-conforming land uses.
- Review and evaluate existing policies on private vs. public roadways for subdivisions. Update as needed.

Zoning Map Updates

- Establish consistency between the General Plan and zoning in Canyon by rezoning the portion of the community designated R-20 Single-Family Residential District to A-3 Heavy Agricultural District or its successor zoning district. If possible in the future, amend the General Plan land use designation and zoning to accurately represent and respect Canyon's unique topographical characteristics and historical development pattern, including existing and historical uses, buildings, structures, lot sizes, roadways, and open spaces, while protecting public health, safety, and general welfare. This may include adoption of Planned Unit District zoning with tailored development and design regulations that reflect and facilitate existing and anticipated land uses in Canyon and support the unique, historic community's rural residential character. (Canyon, Actions, #3)

Separate Items: These are projects that are already in progress and/or are not considered as part of the comprehensive zoning update.

Land Use Regulations

- Update uses allowed or not allowed in agriculturally-zoned districts based on findings from recent staff efforts on agricultural land regulation.

Zoning Districts and Development Standards

Environmental Standards

- COS-A6.1: Update County Ordinance Code Chapter 816-6, *Tree Protection and Preservation*, to enhance tree protections and strengthen mitigation requirements/restitutions for tree removal.
- COS-A13.1: Update County Ordinance Code Chapter 88-11, *Surface Mining and Reclamation*, as necessary to maintain consistency with the Surface Mining and Reclamation Act (SMARA).

Residential Standards

- HE-A2.3: Increase the supply of affordable housing through implementation of the Inclusionary Housing Ordinance (IHO). Provide incentives for developers subject to IHO who provide affordable units with three or more bedrooms in areas of concentrated overcrowding.

- HE-A2.5: Maintain consistency with ADU State law in the County Ordinance Code. Promote ADU construction in high-resource areas/areas of concentrated affluence. Discuss the option of ADUs with applicants when they call or come into the planning counter.

Other Development Standards

- HS-A14.1: Study the feasibility of adopting a noise ordinance establishing maximum exterior noise levels of sensitive receptors for noise generated by permanent and temporary stationary, non-transportation sources and construction sources.
- Update and clarify sections of the *Wireless Telecommunication Facilities Ordinance* (Chapter 88-24) regarding definitions (e.g., structures as it applies to PG&E poles) and pole extension measurements to comply with new FCC ruling.
- Update and refine the *Signs Ordinance* (Chapter 88-6).

APPENDIX B – KEY USER SURVEY RESULTS

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Tuesday, September 19, 2023 2:38:42 PM
Last Modified: Tuesday, September 19, 2023 2:58:44 PM
Time Spent: 00:20:02
IP Address: [redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

They are all easy to understand

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

Net vs gross acreage density calculations are not consistent with State law regarding density bonus projects. Secondary frontage setbacks are also unclear.

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label) **Strongly Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

Secondary frontage setbacks,

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

Walnut Creek is easier to understand.

Q6

Is there anything else that you would like to share with us about the County's zoning code?

The retaining wall setbacks are incompatible with new subdivisions if there is a grade differential between the new lots.

Q7

Please provide your email address below if you are interested in either or both of the following:

Updates about the zoning code update process,

Participate in a follow-up interview or focus group, if held

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#2

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Tuesday, September 19, 2023 4:12:37 PM
Last Modified:	Tuesday, September 19, 2023 4:20:20 PM
Time Spent:	00:07:43
IP Address:	[redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

ADU, Wireless, Sign ordinance; more recently prepared ordinances that give a breakdown of the application types triggered and their submittal requirements.

Q2 Respondent skipped this question

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label) **Strongly Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

our lot information is scattered throughout the code, and some parts are enforced through interpretation and not code language.

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

other cities WELO ordinances; we do not really have one and provide no real submittal breakdown.

Q6

Is there anything else that you would like to share with us about the County's zoning code?

each ordinance being its own chapter, and being in alphabetical order would be beneficial.

Q7

Please provide your email address below if you are interested in either or both of the following:

Updates about the zoning code update process,

Participate in a follow-up interview or focus group, if held

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#3

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Thursday, October 05, 2023 9:13:19 AM
Last Modified: Thursday, October 05, 2023 9:42:43 AM
Time Spent: 00:29:24
IP Address: [redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

I start my county projects by calling Planning to confirm setbacks, height limits and any other key requirements.

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

Accessory Units versus Accessory Dwelling Units, not every building is for sleeping. larger garages and sheds kinda fall in the cracks.

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label)	**Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

I have no problem with Planning, it is waiting for the other departments to respond that is tedious.

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

No, most architects and GCs perfer working with the County. City staff often don't have a full grasp of their own codes.

Q6

Is there anything else that you would like to share with us about the County's zoning code?

I think that generally, Planning in the county is fine. But plan check from building or DPW takes forever and those folks are horribly overworked.

Q7 **Updates about the zoning code update process**

Please provide your email address below if you are interested in either or both of the following:

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#4

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, October 05, 2023 3:31:49 PM
Last Modified:	Thursday, October 05, 2023 3:38:13 PM
Time Spent:	00:06:24
IP Address:	[redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

The sections that has the visualized maps and accompanying legend that is color coded.

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

the bulk of it as it is language that is not customary to everyday linguistics. It is specially hard to comb through as it seems to resemble legalese at time.

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label)	**Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

I am usually sent to look up a code, but making meaning out of it is hard as the language is not clear. I wish there was an accompanying "what the formal code says vs what is means in real people talk"

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

I feel like San Francisco does a better job of making zoning codes and information more accessible. Even in the layout of their webpage https://sfplanning.org/zoning

Q6

Is there anything else that you would like to share with us about the County's zoning code?

It would be really helpful to add dates for when a code was updated on the website. It currently only lists codes and additional info, and it would be informational to add dates of last changes made or last updated version

Q7

Respondent skipped this question

Please provide your email address below if you are interested in either or both of the following:

Q8

Respondent skipped this question

Thank you for completing our survey. Please provide your email to receive the selected project updates.

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Saturday, October 07, 2023 3:12:36 PM
Last Modified: Saturday, October 07, 2023 3:23:57 PM
Time Spent: 00:11:20
IP Address: [redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

Respondent skipped this question

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

Respondent skipped this question

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label) **Neutral**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

What is the necessity of a "Small Lot review" if the lot has already been accepted in the area zoning? And if the lot has already been thru a previous review? A waste of time.

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

San Ramon just made a big mistake on one of my projects. A planner called the prop. R-10 and it is R-7. Cost two/plus weeks for them to correct.

Q6

Is there anything else that you would like to share with us about the County's zoning code?

Over the counter discussions are more efficient than working from E-mail applications. Get the Co. Office's open. You are not serving the public working from home.

Q7

Please provide your email address below if you are interested in either or both of the following:

Participate in a follow-up interview or focus group, if held

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, October 09, 2023 9:36:45 AM
Last Modified: Monday, October 09, 2023 9:42:03 AM
Time Spent: 00:05:17
IP Address: [redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

None because although an application is submitted following all the codes, neighbors can complain and cause a project to be denied, even when staff encourages and supports a project.

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

Affordable housing codes are difficult to understand and even when complied with a project cannot be approved if neighbors complain

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label) **Strongly Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

Affordable housing and CEQA

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

Yes, Concord, San Rafael, Orinda and Walnut Creek, CA

Q6

Is there anything else that you would like to share with us about the County's zoning code?

The codes are meaningless because county officials can deny a project if they do not like the laws or codes (as was specifically stated by every planning commissioner in the county).

Q7

Respondent skipped this question

Please provide your email address below if you are interested in either or both of the following:

Q8

Respondent skipped this question

Thank you for completing our survey. Please provide your email to receive the selected project updates.

#7

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Monday, October 09, 2023 1:04:38 PM
Last Modified:	Monday, October 09, 2023 1:28:33 PM
Time Spent:	00:23:55
IP Address:	[redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

Land Use Districts

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

General Regulations. Seems like too many disparate issues in one section. Maybe breaking into more sections would make thins easier to find.

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label)	**Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

It might be helpful to have a more descriptive section on each type of permit and the situations to which they might apply. Maybe also a yes/no project checklist.

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

CCC's ordinance is no more difficult to understand than another I have used on the Peninsula. However, interpretation of setback requirements and method of processing development plans has not always been consistent over the years

Q6

Is there anything else that you would like to share with us about the County's zoning code?

Respondent skipped this question

Q7

Please provide your email address below if you are interested in either or both of the following:

Updates about the zoning code update process,

Participate in a follow-up interview or focus group, if held

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#8

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Thursday, October 12, 2023 1:48:05 PM
Last Modified:	Thursday, October 12, 2023 2:00:56 PM
Time Spent:	00:12:51
IP Address:	[redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

Various uses and what is allowed and what requires use permits.

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

When there is notification to neighbors and when not, when there are conflicting items such as allowing lot splits and minimum lot sizes...

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label)	**Agree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

When is a house 3 story?
What are the setbacks, sideyards and rear yards for unusual lot shapes and double or triple frontages

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

NA

Q6

Is there anything else that you would like to share with us about the County's zoning code?

Respondent skipped this question

Q7

Please provide your email address below if you are interested in either or both of the following:

Updates about the zoning code update process,

Participate in a follow-up interview or focus group, if held

Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

#9

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Friday, October 13, 2023 3:42:25 PM
Last Modified:	Friday, October 13, 2023 3:51:45 PM
Time Spent:	00:09:20
IP Address:	[redacted]

Page 2

Q1

Which specific sections or regulations of the County's zoning code are easy to understand and why?

General Commercial

Q2

Which specific sections or regulations of the County's zoning code are difficult to understand and why?

There are too many zoning districts. Because there are too may it is difficult to find what zoning district a property is located within.

Q3

Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: "The County's zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand."

(no label)	**Disagree**

Q4

If applicable, please share an example when you could not obtain a clear answer about a specific use or zoning regulation because the information was not clearly outlined in the zoning code.

Ag zoning districts do not account for misc uses. Like basketball courts or tennis courts.

Q5

Based on your experience working in other jurisdictions, do you find their zoning codes to be more helpful or easier to understand than Contra Costa County's? If so, please indicate which jurisdiction(s) and why.

Honestly, yes. Other jurisdictions zoning codes are easy to understand and follow.

Q6

Is there anything else that you would like to share with us about the County's zoning code?

I think you are doing it. Keep reaching out and asking for advice and how to make the zoning code streamlined. I envision a 99% online process of researching zoning code, submitting application, communication with Staff. All of these things would make it seamless.

Q7

Please provide your email address below if you are interested in either or both of the following:

Updates about the zoning code update process,

Participate in a follow-up interview or focus group, if held

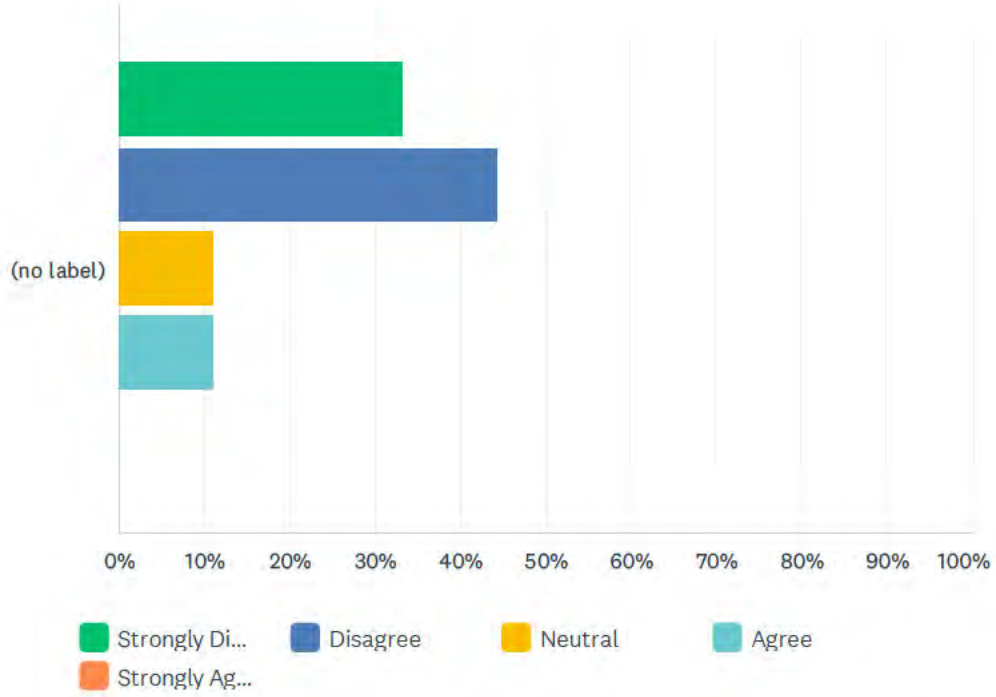
Q8

Thank you for completing our survey. Please provide your email to receive the selected project updates.

Email address [redacted]

Q3 Please indicate if you agree or disagree with the following statement for the types of projects you most typically submit: “The County’s zoning code clearly outlines the project entitlement process in a way that is easy for applicants to understand.”

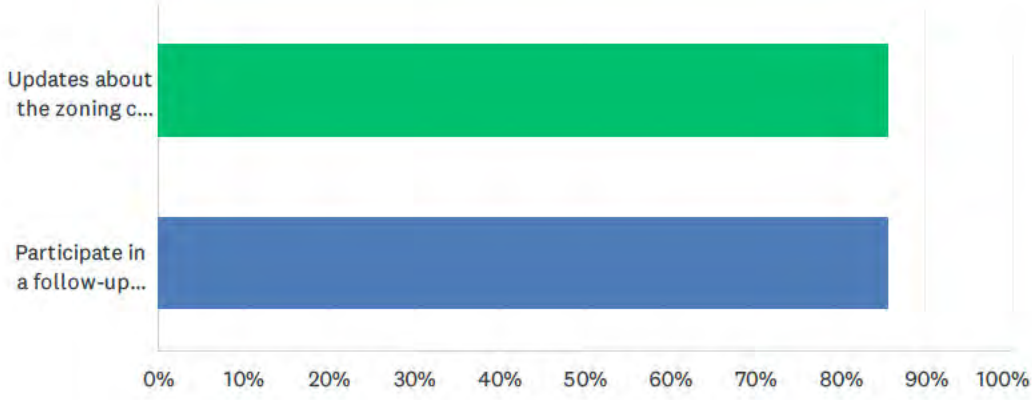
Answered: 9 Skipped: 0



	STRONGLY DISAGREE	DISAGREE	NEUTRAL	AGREE	STRONGLY AGREE	TOTAL	WEIGHTED AVERAGE
(no label)	33.33% 3	44.44% 4	11.11% 1	11.11% 1	0.00% 0	9	2.00

Q7 Please provide your email address below if you are interested in either or both of the following:

Answered: 7 Skipped: 2



ANSWER CHOICES	RESPONSES	
Updates about the zoning code update process	85.71%	6
Participate in a follow-up interview or focus group, if held	85.71%	6
Total Respondents: 7		

ENVISION
CONTRA COSTA

Comprehensive Zoning Code Update

Joseph W. Lawlor Jr, AICP

Board of Supervisors – June 4, 2024

Envision Contra Costa

General Plan

Climate Action Plan

Zoning Ordinance

Zoning Update Report (ZUR)
BOS Review

- What is the ZUR
- Timeline
- Recommendations
- BOS Considerations and Q&A

What is the ZUR?

- Our roadmap for the comprehensive Zoning Code update.
- Background research, best practices, and initial recommendations for the Code update.
- Informed by 130 public and community-organized meetings.
- Where we are now and where we would like to go.
- It does not provide each and every detail.

Zoning Update Core Principles

Align regulations and procedures with the Contra Costa County 2045 General Plan goals, policies, and actions.

Ensure that the Code is accessible and easy to use.

Establish a clear and transparent planning review process that enables fair, predictable review, protection of the public interest, and effective public involvement, as appropriate.

Support zoning regulations that reflect existing development patterns or provide visionary regulations where appropriate.

Timeline

Phase I

Required Housing Element updates

Phase II

Majority of updates

- Code Organization
- Definitions
- Land Use Districts and Development Standards
- Land Use Map

Phase III

Larger Projects that need special attention

- Hazardous Waste and Hazardous Material Ordinance
- Air Pollution Overlay Zone around freeways

Supplemental Materials & Docs

Recommendations

» Code Accessibility

- Reorganize Code Divisions And Chapters
- Use Plain Language And Remove Outdated Or Unnecessary Terms
- Incorporate Tables, Matrices, And Lists
- Illustrate Standards With Images And Diagrams

» Administrative Procedures

- Clarify Administrative Procedures
- Establish A New Minor Use Permit
- Right-size Permit Requirements

Recommendations Continued

- **Land Use Regulations**
  - Apply Use Tables
  - Reflect Comprehensive And Contemporary Land Uses

- **Zoning Districts and Development Standards**
  - Update Districts To Be Consistent With The General Plan
  - Apply Clear Development Standards
  - Incorporate Flexible and Modern Standards

BOS Considerations and Q&A

- Direction from the Board whether these changes are the right direction for the comprehensive Zoning Code update.
- Have we missed any big picture items?
- Are there principles, other than those outlined in the Zoning Update Report, that should guide the comprehensive Zoning Code update?
- Comments will be recorded and incorporated into ZUR as appropriate.

ENVISION
CONTRA COSTA

Comprehensive Zoning Code Update

Joseph W. Lawlor Jr, AICP
Board of Supervisors – June 4, 2024

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-191 **Agenda Date:** 6/4/2024 **Agenda #:** D.6.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: Byron Corners Gas Station General Plan Amendment and Rezoning.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing on the Byron Corners Gas Station Project, RECEIVE testimony, and CLOSE the public hearing.
2. FIND that the mitigated negative declaration prepared for the Byron Corners Gas Station Project adequately analyzes the project's environmental impacts, that there is no substantial evidence the project will have a significant effect on the environment, and that the mitigated negative declaration reflects the County's independent judgment and analysis.
3. ADOPT the mitigated negative declaration, dated April 19, 2023, prepared for the project.
4. Adopted the mitigation monitoring and reporting program for the project.
5. ADOPT a resolution amending the General Plan to change the land use designation of the project site from Single-Family Residential-High Density (SH) to Commercial (CO) (County File No. CDGP10-00003).
6. ADOPT Ordinance No. 2024-12, rezoning a portion of the project site (APNs 002-140-025 and 002-140 -027) from General Agricultural (A-2) to Retail Business (R-B) (County File No. CDRZ13-03222).
7. APPROVE the Land Use Permit/Development Plan for the project to allow the construction and operation of a gas station, convenience store, and restaurant, including a variance for a free-standing sign within the front setback and exceptions to Title 9 collect and convey requirements and detention basin requirements (County File No. CDLP/DP13-02025).
8. APPROVE the findings in support of the project.
9. APPROVE the project conditions of approval.
10. APPROVE the Byron Corners Gas Station Project.
11. DIRECT the Department of Conservation and Development to file a CEQA Notice of Determination with the County Clerk.
12. SPECIFY that the Department of Conservation and Development, located at 30 Muir Street, Martinez, California, is the custodian of the documents and other material that constitutes the record of proceedings upon which the decision of the Board of Supervisors is based.

FISCAL IMPACT:

None. The applicant is responsible for paying all application costs.

BACKGROUND:

The Byron Corners gas station and convenience store have been in operation since the 1980's. The applicant is seeking approval to demolish all improvements and construct a new larger gas station and convenience store/restaurant. As the General Plan designation for the site is Single-Family Residential High-Density (SH), a General Plan Amendment from SH to Commercial is necessary. The site also has two different zoning designations, A-2 General Agricultural District and R-B Retail Business (R-B). Thus, the project also includes a rezoning request to change the A-2 portion of the site to R-B for overall consistency with the required zoning and planned Commercial General Plan designation.

April 10, 2024 County Planning Commission Meeting

The County Planning Commission considered the project at its April 10, 2024 meeting. After receiving staff's presentation and taking public comments from the applicant and several individuals in opposition to the project, the Commission closed the public hearing. As part of the Commission's deliberation, the Commission reiterated concerns of the neighbors that drainage/flooding and traffic was a concern at this location. The Commission acknowledged the hydrological report prepared for this project which found that post development rainwater runoff volumes will be reduced compared to existing amounts by installing a series of drainage features including detention basins.

The Commission recommended the addition of condition of approval #16 that if approved will require the applicant to make a good faith effort to have fuel deliveries to occur after 7 pm. Implementation of this condition of approval is intended to have delivery vehicles avoid rush hour traffic and potential vehicle queuing back-ups on Camino Diablo. After consideration of the environmental review, the prepared findings/conditions of approval and need to balance individual property rights with limiting impacts to the surrounding community, the Commission voted unanimously in favor of recommending the Board approve the project.

Project Description

The applicant is requesting approval of a General Plan Amendment (GPA), rezoning and land use permit/development plan to allow for the following:

1. GPA from Single-Family Residential-High Density (SH) to Commercial (CO),
2. Rezoning of Assessor's Parcel Numbers: 002-140-025 and 027 from A-2 General Agricultural District (A-2) to Retail Business District (R-B),
3. Land Use Permit/Development Plan combination,
4. Demolition of 908 square-foot existing gas pump canopy,
5. Demolition of a 2,180 square-foot convenient store,
6. Construction of a new 4,652 square-foot gas pump canopy,
7. Construction of a new 3,713 square-foot convenient store,
8. Construction of a new 1,145 square-foot retail space to be used as a restaurant,
9. Type 21 Alcohol Sales License - Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold), and
10. Variance for a free-standing sign within the front setback (2 feet proposed, 10 feet required).

The project will also include 23 off-street parking spaces (plus 12 spaces at pump dispensers for 35 total), 2 Americans with Disabilities Act compliant spaces and 2 electric vehicle spaces, 12 new gas pump dispensers, a 54 square-foot monument sign, access improvements, drainage improvements, and landscaping. Site

preparation will consist of 1,927 cubic yards of total grading (246 cubic yards of cut, and 1,681 cubic yards of import) which will result in raising the elevation of the property by approximately 2 feet. One existing water well will be decommissioned and relocated to the southeastern portion of the site.

Two exception requests have been submitted. The first is to Section 914-2.004 of the County Ordinance which requires that all storm water originating on the project site be collected and conveyed to an existing adequate storm drainage system which conveys the storm water to an adequate natural watercourse. The second is to Section 914-12.010 which requires maintenance of a detention basin facility through either an existing public maintenance entity or by the creation of a public maintenance entity.

Site/Area Description

The subject site consists of three irregularly shaped parcels (Assessor's Parcel Numbers: 002-140-010-, 025, and 027) located in the community of Byron. The northern portion of the site is developed with a gas station, convenience store and small restaurant. Access to the gas station is achieved via two driveways, one directly adjacent to Byron Highway and the other on Camino Diablo. The southern portion of the site is developed with a single-family residence. Parcels in the vicinity range in size from 0.30-acre residential sites, to over 100-acre agricultural operations. Other zoning districts in the immediate vicinity are A-2 General Agricultural District, R -6 Single-Family Residential District, and General Commercial. The Union Pacific Railroad Company owns and operates a railroad directly to the west of the site.

Environmental Review

A Mitigated Negative Declaration (MND) was prepared for the project. The initial study identified potentially significant impacts in the areas of air quality, cultural resources, hazards/hazardous materials, transportation/traffic, and tribal cultural resources. Upon completion of the initial study, it was determined that mitigation measures could be incorporated into the project that would reduce project impacts to a less than significant level. The public review and comment period for the MND extended from April 19, 2023, to May 19, 2023.

STAFF ANALYSIS

General Plan Amendment

The site is located inside the Urban Limit Line and currently has a General Plan land use designation of Single-Family Residential-High Density (SH). This land use designation anticipates single-family homes and accessory structures, as well as, small residential care and childcare facilities, churches, and other similar places of worship.

The project aims to change the current SH General Plan designation to Commercial (CO). The CO designation allows for a broad range of commercial uses typically found in smaller-scale neighborhood, community, and thoroughfare commercial districts. Gas stations, convenient stores and restaurants fit into this category of smaller-scale neighborhood uses that are allowed. The following development standards apply to uses in this designation.

1. Maximum site coverage: 40 percent (28 percent proposed)
2. Maximum building height: 35 feet (22 feet proposed)
3. Maximum floor area ratio: 1.0 (0.28 proposed)

4. Average employees per gross acre: 160 employees (less than 10 employees)

As proposed, the proposed gas station, convenient store and restaurant complies with the development standards as described above.

Rezone

The project site consists of three parcels. The northern most parcel (APN: 002-140-010) is currently developed with a gas station, convenience store and restaurant. The zoning for this parcel is R-B Retail Business (R-B) and does not require a re-zoning. As the project includes the demolition of all improvements and construction of an expanded gas station, convenience store and restaurant, the two southern parcels (APN's: 002-140-025 and 027) will need to be re-zoned from A-2 General Agricultural District (A-2) to R-B.

A major component of the Retail Business zoning district is that approval of a discretionary application is required prior to developing a particular site. It is that review process that allows County decision makers and the public alike (public comment/appeal process) to determine what uses are appropriate for properties zoned R -B.

Examples of uses allowed with discretionary review in the R-B district are:

1. *Lumber yard, cabinet shop, sheet metal shop;*
2. *Animal hospital, commercial dog kennel, hobby dog kennel;*
3. *Auto garage, contractor's yard;*
4. *Residential apartment units;*
5. *A manufacturing research use within an enclosed building;*
6. *Single room occupancy facilities; and*

The A-2 district covering a portion of the site does not provide the flexibility needed to establish a modern commercial gas station/restaurant/convenience store that will serve the immediate Byron community. Although the proposed R-B district allows uses which can be more intense, the subject property will essentially contain the same current uses. Any proposed future use other than what is currently envisioned would require approval from the County and must undergo its own environmental review. For those reasons it is unlikely that a major change in use other than retail would be considered for this site. Nevertheless, the primary land uses in the R-B district are generally community orientated services such as dry cleaners, restaurants and other residentially compatible uses.

Nevertheless, gas stations typically store and transport large volumes of fuel which is highly combustible. There are risks associated with permitting these types of uses in any portion of the County. However, the industry is heavily regulated, and transport of any fuel will be routed through Byron Highway which is away from the residential community to the east. Moreover, all existing underground storage tanks for gas and diesel will remain in their current location which will limit site disturbance. Given that California codes are typically more stringent than Federal standards, the project will represent a minimal risk of exposure to the public and

overall is considered a benefit to an area that has few community services.

Drainage

The entire site's drainage is required to be addressed as part of the project design. As such, the proposal includes landscaping, a retention pond and porous asphalt which will encompass 30% of the site. This approach will result in flow rate reductions of 0.158 cubic feet per second (cfs) (10yr-3hr storm) and 0.273cfs (100yr-3hr storm) between the pre and post-development phases. The Department of Public Works, Engineering Services Division, has reviewed the drainage plans for the project and deemed them satisfactory.

In terms of water quality, the areas where vehicles park and refuel will be graded such that rainwater will be effectively directed away from fuel pumps and toward drainage facilities. Notably, the new design elevates this refueling zone by approximately 2.5 ft compared to its current position. While the existing fuel dispensing area is below the roadway centerline, the proposal places it above, reducing potential contact with rainwater runoff and virtually eliminating flood risks. The large canopy overhang which covers the fueling area will provide additional protection. Additionally, the project's design has an integrated bio-retention system to filter out trash and other contaminants from the rainwater runoff prior to being released downstream. On-site stormwater gates will further capture debris, ensuring the maintenance of water quality standards. All of these design elements are considered improvements to the site's drainage system compared to the existing conditions of the site which was developed many years ago.

Traffic

The project is to demolish and expand a gas station, restaurant, and convenience store. Given these uses, the project is estimated to generate 100 or more AM and PM peak-hour trips, therefore, the applicant has contracted TJKM to prepare a Traffic Impact Analysis (TIA) for the project - dated January 3, 2022 (supplemental Technical Memorandum dated January 6, 2023). The report analyzed existing conditions, existing with project conditions, cumulative without project and cumulative with project conditions. Key intersections within the immediate area have been studied in preparation of the report, in part using traffic counts during weekday AM and PM peak hour traffic volumes. According to the report, the project's passenger vehicle trip generation is approximately 1,348 daily trips (2,518 total proposed trips minus 1,290 existing trips equals 1,348 new trips).

The operation of roadway facilities is described with the term level of service (LOS, a qualitative description of traffic flow based on such factors as speed, travel time, delay, and freedom to maneuver). Six levels are defined from LOS A, as free-flowing operating conditions, to LOS F, or the over-capacity operating conditions. LOS E represents "at-capacity" operations. When traffic volumes exceed intersection capacity, stop-and-go conditions result, and operations are designated as LOS F. Due to the addition of the project related traffic, the delay at the intersection of Holway Drive/Camino Diablo will increase by 1.7 seconds resulting in a 40.3 second delay (LOS E).

The following mitigation measure once implemented will maintain acceptable levels of service:

> "*At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection".*

Installation of the signal light would result in improved LOS performance, reducing the impact to less-than-significant.

Pedestrians will access the site from Byron Highway and Camino Diablo via new sidewalks within a dedicated Right-of-Way space along the site's frontage. These sidewalks will connect to existing striped crosswalks at this intersection. The project's internal walkways are required to meet American with Disabilities Act standards and will be reviewed as part of the Building Permit Plan Check Process for the project. On-site bicycle parking has also been identified within the project footprint and will encourage an alternative means of travel other than automotive vehicles.

Off Street Parking

The project includes 35 off-street parking spaces. This amount of parking will adequately accommodate all patrons and vendors visiting the site. Compared to the current 8 spaces provided, the 35 spaces will eliminate the need for customers to park on adjacent streets. The project's compliance with Chapter 82-16 Off-Street Parking, is demonstrated within the table below:

	Minimum Required	Proposed
Gas Station/Convenient Store:	0.9 per pump x 12 = 11	11
Retail Store:	1 per 300 SF/3,542=12	12
Restaurant:	1 per 100 SF/1,151=12	12
TOTAL REQUIRED	35	35

Of the 35 total parking spaces provided, 2 will be Americans with Disabilities Act (ADA) compliant. Additionally, 2 spaces will incorporate electric vehicle charging stations. Lastly, to promote alternative modes of transportation, 4 short-term bicycle spaces will be provided on racks and 4 long-term bicycle spaces will be provided via lockers. The project's design has been reviewed by all County responsible agencies which determined that the project complies with applicable codes and regulations. Nevertheless, the project proponent will have to submit final improvement plans to each agency for review and approval prior to issuance of building permits. Therefore, the project is not expected to create any parking related issues or hazards to pedestrians/vehicles.

Drainage/Exception Requests

The proposed development introduces new impervious surface areas which alters the existing drainage patterns on the site and drainage facilities downstream. The grading and drainage plan contours show the northern parcel (APN: 002-140-010) will generally drain towards the proposed landscaping and bioretention basin. Runoff will then flow into the stormwater infrastructure of Camino Diablo towards the northern segment of an earthen ditch east of the property that flows into Frisk Creek. The two southern parcels (APN's: 002-140-025 & 027) are shown to drain into a proposed bioretention basin that outflows into the south portion of the eastern earthen ditch. The County Public Works Department has reviewed the project and the preliminary Storm Water

Control Plan for the project and deemed it preliminarily complete.

According to the Public Works Department, there have been reports in the past of the drainage ditch east of the project site flooding with excessive rainwater runoff. The Stormwater Control Plan for the project indicates that overall flow rates into the ditch will be reduced during storm events due to the installation of the bioretention basins which meters flow. Furthermore, Section 914-2.004 of the County Ordinance requires that all storm water originating on the project site be collected and conveyed to an existing adequate storm drainage system which conveys the storm water to an adequate natural watercourse. The drainage study for this project verifies that compliance with section 914-2.004 can't be met, because the earthen ditch and all downstream facilities are privately owned by private parties and are shown to be inadequate (thus, improvements are not at the discretion of the developer). Therefore, the applicant has submitted a request for an exception.

Additionally, Section 914-12.010 requires maintenance of a detention basin facility through either an existing public maintenance entity or by the creation of a public maintenance entity. Given the relatively small size of the detention basin at 1,850 cu.ft., an exception to this section can be supported for the private maintenance of the proposed detention basin. Public Works has supported each exception request, and provided recommended conditions of approval that will ensure compliance with federal pollutant discharge and county storm water management regulations. The following Findings are in support of the exception requests:

Finding #1 - That there are unusual circumstances or conditions affecting the property. The existing drainage ditch hydraulic analysis indicates that the system collecting & conveying pre-development storm water 10-yr flows is inadequate. This is because the ditch traverses several private properties and with multiple culverts of unknown sizes and hydraulic properties. Any improvements to the on-site portion of the channel will not improve the channel's capacity as the further downstream flows remain constrained. So, the existing overall drainage system will continue to remain inadequate. The use of a private detention basin is necessary to make certain that the post development flows don't exceed predevelopment flows which will alleviate the inadequacy of the natural water course (drainage ditch).

Finding #2 - That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant. Site design parameters for retaining post-development onsite flows are fully utilized in the form of a private detention basin. These flows have to be collected and conveyed into existing public storm drainage, so that the applicant can exercise the right to develop the business to remain competitive with the growing market, in compliance with Contra Costa County municipal code as well as California Building Code. The exception is required to preserve substantial property rights of the property owner for the betterment of the property.

Finding #3 - That the granting of exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated. Section 914-2.004 requires construction of improvements to make the system adequate. However, post development runoff is lower than predevelopment flows and will alleviate some capacity concerns of the public drainage infrastructure. Additionally, existing drainage patterns are maintained. The proposed development is physically suitable for the type, density and intensity for this site. The use of detention basins is necessary to mitigate post development flows and comply with this finding. Hence, granting of the exception will not be materially detrimental to the public welfare or injurious to other property/properties in the project

vicinity.

Alcohol/Take-Out Food Sales

The applicant is proposing to demolish and construct a new larger convenience store which will sell alcoholic beverages. County Code Chapter 82-38.406 (5) requires approval of a land use permit for an alcohol sales activity which increases the floor or display area by 20%. Thus, this project includes the necessary findings to support the request. The project also includes demolition and construction of a larger restaurant. County Code Section 82-38.204(c) defines an alcoholic beverage sales commercial activity as the retail sale of alcoholic beverages in an establishment that is not a full-service restaurant. Therefore, the proposed alcohol sales within the restaurant is considered exempt and separate from the convenience store portion of the project.

The Alcoholic Beverages Sales ordinance also establishes locational restrictions on where sales activities can occur. County Code Section 82-38.604(a)(1) restricts establishment of a new alcoholic beverage sales commercial activity within 700 feet of an existing alcoholic beverage sales commercial activity, (2) within 400 feet of a public or private accredited school, a public park, playground or recreational area, a place of worship, an alcohol or other drug recovery or treatment facility, or county social service office, and (3) within a Crime Reporting District, or within 600 feet of a Crime Reporting District, where the general crime rate exceeds the countywide general crime rate by more than 20 percent. The project does not conflict with any of these standards. Additionally, the area has not been determined by the State of California's Department Alcohol Beverage Control to be in an area which has an undue concentration of alcohol licenses. Therefore, the requested alcohol beverage sales at this site is an appropriate use.

Sign Program / Variance for Monument Sign

The applicant has provided a complete Sign Program for this project. Chapter 88-6 (Signs) of the County Code regulates quantity, placement, lighting and size of new signs. The elevations for the gas pump canopy indicate that branding will be located on the facia facing the Camino Diablo and Byron Highway boundaries of the site. The larger convenience store/restaurant building will have two identification signs on the front elevation facing Camino Diablo and one smaller sign on the side elevation facing Byron Highway. Preliminary review of the Sign Program indicates that each sign will conform to the County's Sign Ordinance. If approved, the Final Sign Program review will be conducted during the Condition of Approval Compliance Review which is prior to issuance of Building Permits.

The project also includes a variance request (10-ft setback required, 2 feet proposed) for the proposed monument sign located at the corner of Byron Highway/Camino Diablo. An existing monument sign has been established in this location for decades suggesting that the location is acceptable. To confirm there are no line-of-sight issues at this intersection, the applicant has provided an exhibit (attached) showing that the proposed signage is located outside of the prohibited "Sight Visibility Zone" as required by County Code Chapter 82-18 Sight Obstructions at Intersections. Additionally, per the On-Site Circulation Plan (Sheet LP-RZ-2.2 of the plans) the path needed for a double tanker fuel truck dictates the location of the off-street parking etc. Therefore, given that a monument sign has been established in at this location for many years and that no viable alternative locations have been identified, supporting the variance request is justified.

Summary

County staff has analyzed the proposed project in terms of neighborhood compatibility, environmental impact, appropriateness of use and conformance with the proposed County General Plan and zoning designations. The

project will conform to all applicable development standards for the R-B Retail Business Zoning District (minus variance for monument sign location) and will add a modern gas station/convenient store/restaurant use and associated employment opportunities in an area with high demand for these types of services.

Conclusion

The proposed project would align the General Plan and Zoning designations of the site to allow the demolition of all existing improvements and construction of a new larger gas station and associated uses. All potential environmental impacts have been mitigated to less than significant levels. Conditions of approval have been added to the project aimed at limiting any impacts of the proposal on surrounding neighbors. Therefore, staff and the County Planning Commission recommend that the Board of Supervisors approve the project as proposed.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed project is not approved, the property owner will not be able to construct the planned improvements and will be limited to operating a gas station and retail business within sub-par facilities.

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 GENERAL PLAN AMENDMENT FOR THE BYRON CORNERS PROJECT

WHEREAS,

1. The Contra Costa County Board of Supervisors held a public hearing on June 4, 2024, to consider the Byron Corners Project, proposed in the community of Byron. The project includes a CEQA Initial Study/Mitigated Negative Declaration, a General Plan amendment ("GPA") (County File #CDGP10-00003), a rezoning ordinance (County File #CDRZ13-03222), and a Land Use Permit/Development Plan (County File #CDLP/DP13-02025).
2. The GPA for the Byron Corners Project changes the General Plan land use designation of the subject site, identified as Assessor's Parcel Numbers 002-140-010, 002-140-025, and 002-140-027, from Single -Family Residential High Density (SH) to Commercial (CO).
3. The GPA for the Byron Corners Project is the second consolidated GPA for calendar year 2024.

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

1. The Board of Supervisors makes the following General Plan amendment findings:

   a. Required Finding: That adoption of the proposed General Plan amendment will not result in a violation of the County Urban Limit Line (ULL).

   Project Finding: Adoption of the GPA to redesignate the subject site from SH to CO is consistent with the provisions of the ULL. No change to the ULL would occur and the project does not require extension of urban services (i.e., water and sewer mains) beyond the ULL. The subject site is located inside the ULL and therefore may be developed with urban or non-urban uses, as defined in the 2005-2020 Contra Costa County General Plan. The proposed land use designation, CO, is urban.

b. Required Finding: That adoption of the proposed General Plan amendment will not result in a violation of the County's 65/35 Land Preservation Standard.

Project Finding: Adoption of the GPA will not result in a violation of the 65/35 Land Preservation Standard (the "65/35 Standard"), established through voter adoption of Measure C-1990 and reaffirmed through adoption of Measure L-2006. Under the 65/35 Standard, no more than 35 percent of the land in the county, inclusive of the cities, may be designated for development of urban uses and at least 65 percent of the land must be designated for non-urban uses such as agriculture, open space, parks, etc. Approximately 28 percent of the land is currently designated for urban uses. The subject site's existing SH land use designation is an urban designation. The proposed CO land use designation also is an urban designation, meaning adoption of the GPA does not change the percentage of land designated for urban uses.

c. Required Finding: That adoption of the proposed General Plan amendment complies with the provisions of Measure J-2004, the Contra Costa Growth Management Program, and related Contra Costa Transportation Authority resolutions.

Project Finding: Adoption of the GPA complies with the objectives and requirements of Measure J-2004, the Contra Costa Growth Management Program (GMP), and related Contra Costa Transportation Authority (CCTA) resolutions. The CCTA GMP Implementation Guide (February 2021) sets forth procedures for local agency consultation and evaluation of impacts related to proposed GPAs. The project is expected to generate approximately 108 a.m. and 95 p.m. peak hour trips, which will not result in a significant impact to a Route of Regional Significance. The project is therefore exempt from the GMP GPA Review Process. Nevertheless, the project was referred to the Regional Transportation Planning Committee for East Contra Costa County (TRANSPLAN) for review and comment; no comments were received.

d. Required Finding: That adoption of the proposed General Plan amendment will not cause the General Plan to become internally inconsistent, in violation of Government Code Section 65300.5.

Project Finding: The General Plan comprises an integrated, compatible, and internally consistent statement of policies governing land use in unincorporated areas. The GPA is limited to a change to the Land Use Element Map and its adoption will not cause the General Plan to become internally inconsistent. The subject site and properties to the north, east, and south are designated for single-family residential development; properties to the west are designated for public and light industrial uses. Despite its land use designation, the subject site is developed with a gas station, restaurant, and convenience store. The GPA would redesignate the subject site to CO to allow demolition and reconstruction, including expansion, of these commercial uses. CO and SH land use designations exist side-by-side throughout the county, including elsewhere in Byron. The County presumes these designations to be compatible because residential uses benefit from proximity to commercial uses and vice versa. There are no General Plan policies precluding redesignation of the subject site to nonresidential use and the redesignation in no way conflicts with the specific policies for the East County area or the overarching goals and policies of the General Plan related to land use, growth management, transportation, housing, noise, conservation, open space, and safety. Instead, the redesignation supports General Plan policies related to economic development and provision of adequate commercial services to meet the needs of county residents.

e. Required Finding: That adoption of the proposed General Plan amendment is in the public interest, as required under Government Code Section 65358(a).

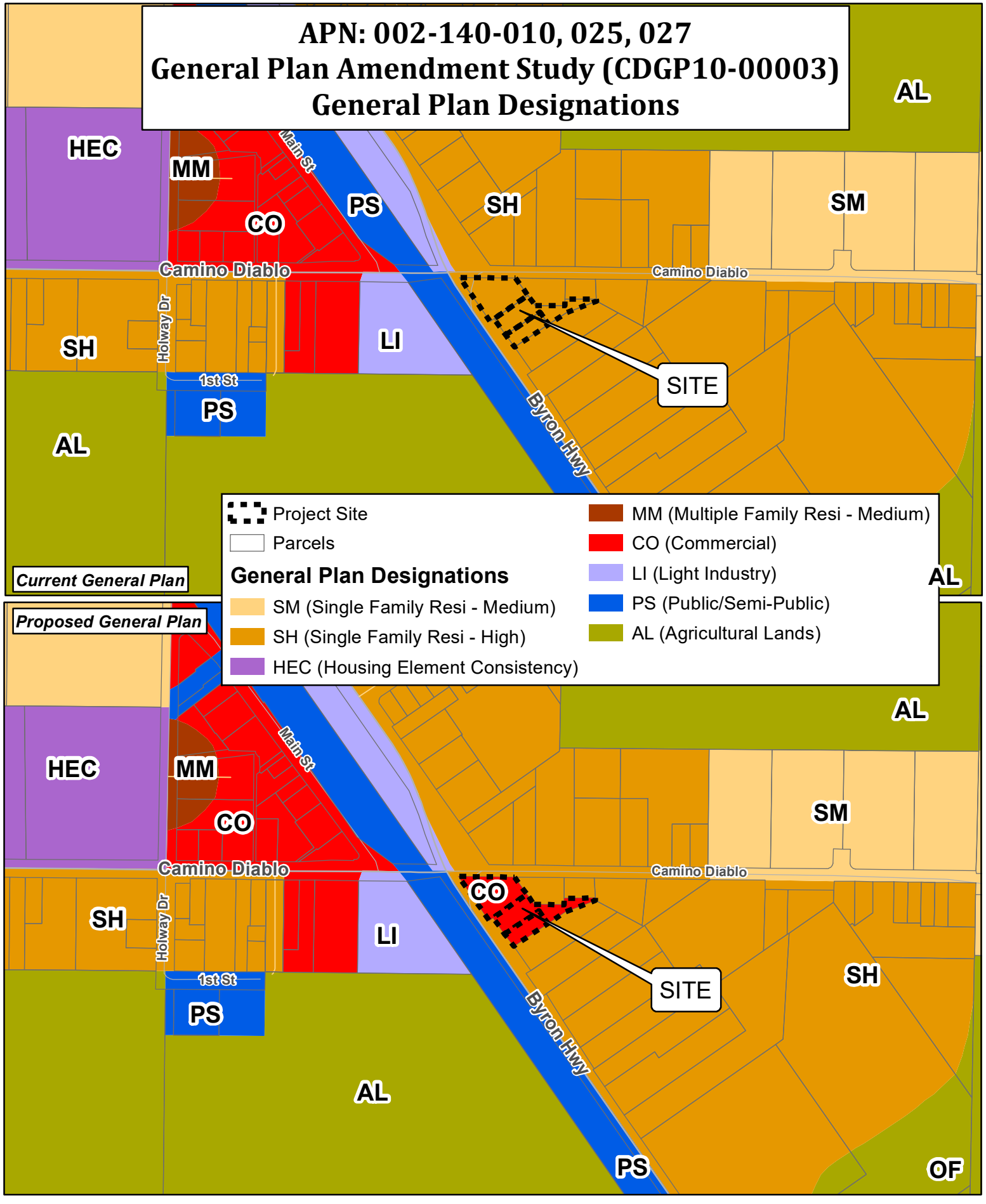
Project Finding: Byron is a small community with few commercial services. The existing gas station is one of three in the area, but the only one conveniently located near the community's center (the others being north along State Route 4). The station is aging, and the site layout is not optimal for ingress and egress. Reconstruction of the station and its associated convenience store and restaurant uses will result in continued operation of small businesses that serve the community and improve safety by installing sidewalks along both property frontages and creating more separation between one of the driveways and the Byron Highway/Camino Diablo intersection. The project will also enhance the area's appearance through construction of new buildings and installation of new landscaping. Adoption of the proposed GPA is in the public interest because the project provides the aforementioned benefits to the immediate Byron community.

f. Required Finding: That adoption of the proposed General Plan amendment will not exceed the annual limit on General Plan amendments specified under Government Code Section 65358(b).

Project Finding: Pursuant to Government Code Section 65358(b), no mandatory element of the General Plan may be amended more than four times per calendar year. The subject GPA affects the Land Use Element, a mandatory element, and is the second consolidated amendment of the Land Use Element for 2024.

2. The Board of Supervisors hereby ADOPTS the General Plan amendment (County File #CDGP10-00003) to change the General Plan land use designation for the project site from Single-Family Residential High Density to Commercial and ADOPTS said General Plan amendment as the second consolidated amendment to the General Plan Land Use Element for calendar year 2024, as permitted by State Planning Law.

APN: 002-140-010, 025, 027
General Plan Amendment Study (CDGP10-00003)
General Plan Designations

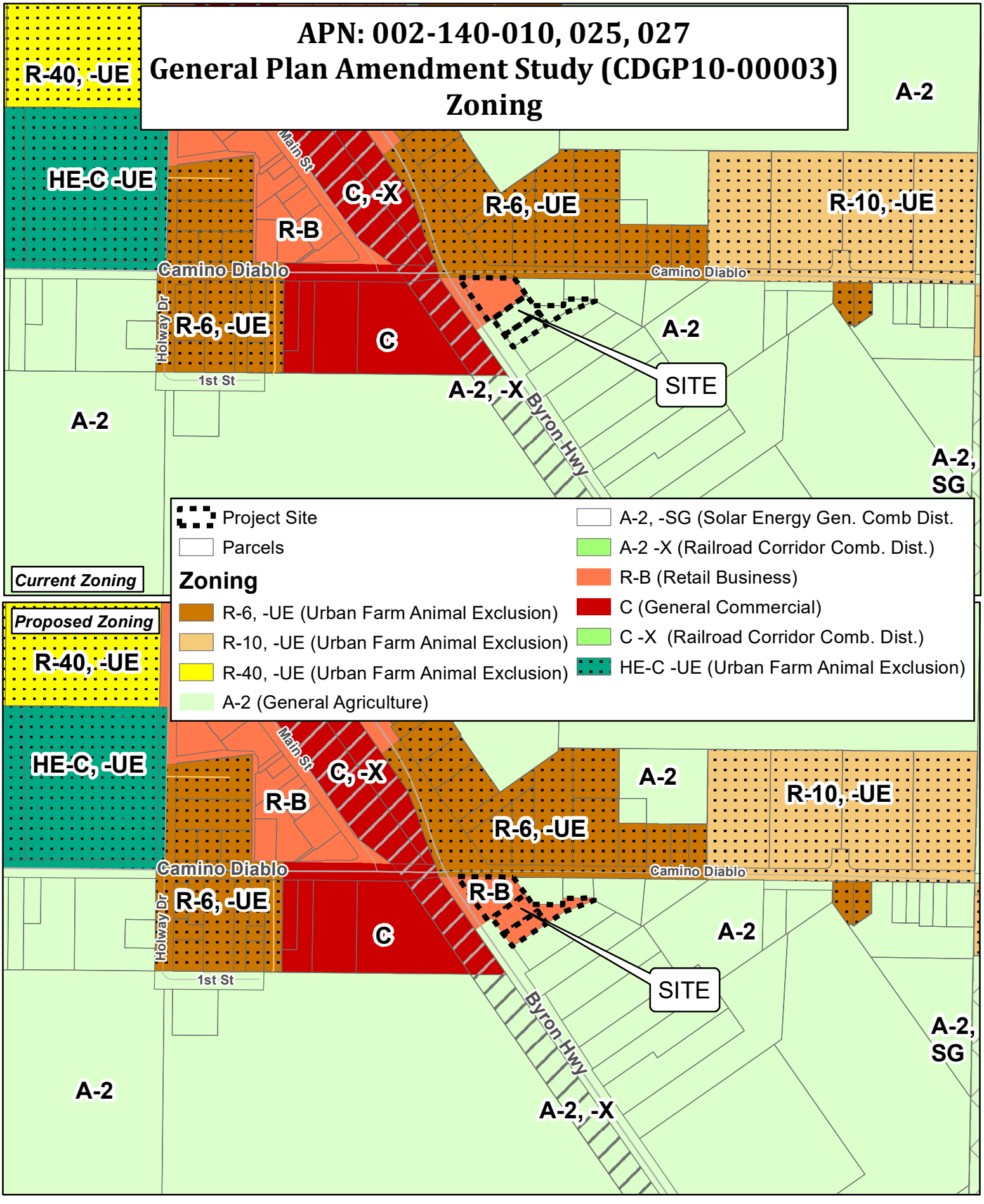


Feet
0 195 390 780

Map Created 6/1/2023
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

APN: 002-140-010, 025, 027
General Plan Amendment Study (CDGP10-00003)
Zoning



0 195 390 780 Feet

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ORDINANCE NO. **2024-12**
(Re-Zoning Land in the

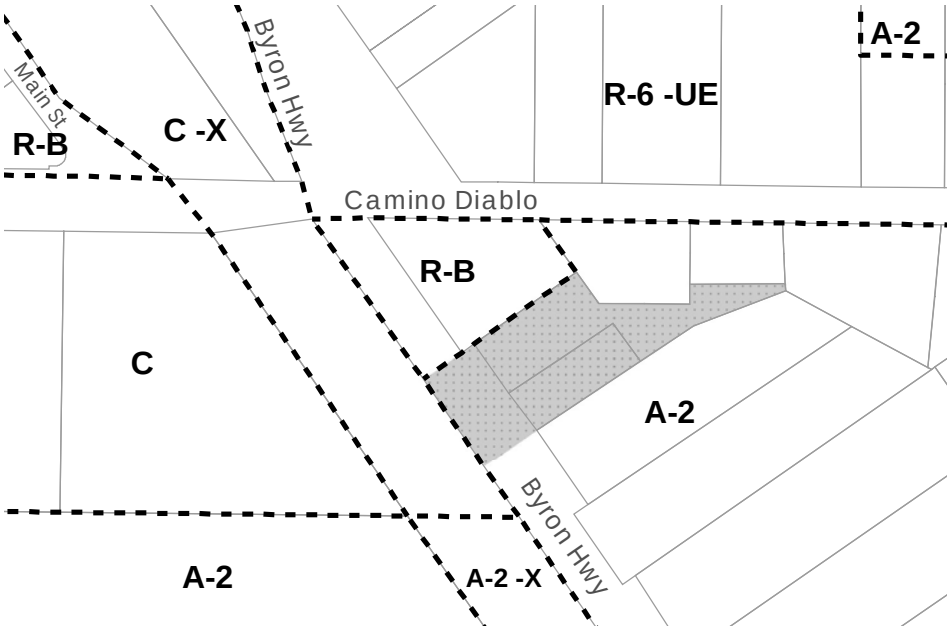
Byron Area)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I: Pages **Q-27** of the County's 2005 Zoning Map (Ord. No. 2005-03) is amended by re-zoning the land in the above area shown shaded on the map(s) attached hereto and incorporated herein (see also Department of Conservation and Development File No. **CDRZ13-03222** .)

FROM: Land Use District **A-2** (**(General Agricultural)**)

TO: Land Use District **R-B** (**(Retail Business)**)
and the Department of Conservation and Development Director shall change the Zoning Map accordingly, pursuant to Ordinance Code Sec. 84.2.002.



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

PASSED on _____by the following vote:

Supervisor	Aye	No	Absent	Abstain
1. J. Gioia	( )	( )	( )	( )
2. C. Andersen	( )	( )	( )	( )
3. D. Burgis	( )	( )	( )	( )
4. K. Carlson	( )	( )	( )	( )
5. F.D. Glover	( )	( )	( )	( )

ATTEST: Monica Nino, County Administrator
and Clerk of the Board of Supervisors _____
Chair of the Board
By_____, Dep. (SEAL)

ORDINANCE NO. **2024-12**

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
30 Muir Road
Martinez, CA 94553-4601
Phone: 925-655-2700
Fax: 925-655-2758

AGENCY COMMENT REQUEST

Date_____

We request your comments regarding the attached application currently under review.

DISTRIBUTION

INTERNAL

Building Inspection — Grading Inspection
Advance Planning — Housing Programs
Trans. Planning — Telecom Planner
ALUC Staff — HCP/NCCP Staff
APC PW Staff — County Geologist

HEALTH SERVICES DEPARTMENT

Environmental Health — Hazardous Materials

PUBLIC WORKS DEPARTMENT

Engineering Services (1 Full-size + 3 email Contacts)
Traffic
Flood Control (Full-size) — Special Districts

LOCAL

Fire District _____

San Ramon Valley – (email) rwendel@srvfire.ca.gov
Consolidated – (email) fire@cccfpd.org
East CCC – (email) brodriguez@eccfpd.org

Sanitary District_____
Water District_____
City of_____
School District(s)_____
LAFCO
Reclamation District #_____
East Bay Regional Park District
Diablo/Discovery Bay/Crockett CSD
MAC/TAC_____
Improvement/Community Association
CC Mosquito & Vector Control Dist (email)

OTHERS/NON-LOCAL

CHRIS (email only: nwic@sonoma.edu)
CA Fish and Wildlife, Region 3 – Bay Delta
Native American Tribes

ADDITIONAL RECIPIENTS

Alcohol Planner

_____

Please submit your comments to:

Project Planner Francisco Avila
Phone # (925) 655-2866
E-mail Francisco.Avila@dcd.cccounty.us
County File # CDLP13-02025

Prior to_____

* * * * *

We have found the following special programs apply to this application:

Active Fault Zone (Alquist-Priolo)
Flood Hazard Area, Panel #_____
60-dBA Noise Control
CA EPA Hazardous Waste Site
High or Very High FHSZ

* * * * *

AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.

Comments: None ✔ Below ___ Attached ✔

Recommendation for approval:
Section 82-38.604 - Restrictions: Is the property within. . .
- a crime reporting district per Section 82-38.604(a)(3) - no
- 600' of a crime reporting district per Section 82-38.604(a)(3) - yes; no reports of concern
- 700' alcohol sales - no; residential and industrial
- 400' school - no
- 400' public park - no
- 400' church - no
- 400' hospital - no
- 400' rehab facility - no
- 400' social service office - no

Section 82-38.606 - Findings: Is the property within . . .
- an area that has been determined by ABC to have an undue concentration of licenses - no

Print Name Dominique Vogelpohl

Signature 6/15/2023 DATE

Agency phone # (925) 655-2880

REVISED 08/12/2019. TO PRINT MORE COPIES: G:\Current Planning\APC\APC Forms\CURRENT FORMS\PLANNING\Agency Comment Request.doc

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
30 Muir Road
Martinez, CA 94553-4601
Phone: 925-674-7205
Fax: 925-674-7258

AGENCY COMMENT REQUEST

Date 6/9/17

We request your comments regarding the attached application currently under review.

DISTRIBUTION

Internal

- [X] Building Inspection
- [X] Advance Planning
- [X] Trans. Planning
- [ ] ALUC Staff
- [X] APC Floodplain Tech
- [ ] Grading Inspection
- [ ] Housing Programs
- [ ] Telecom Planner
- [ ] HCP/NCCP Staff
- [ ] County Geologist

Health Services Department

- [X] Environmental Health
- [X] Hazardous Materials

Public Works Department

- [X] Engineering Services (Full-size)
- [X] Traffic
- [X] Flood Control (Full-size)
- [ ] Special Districts

Local

- [X] Fire District Consolidated / East County
  - [ ] Consolidated – (email) fire@cccfpd.org
- [X] Sanitary District Byron Sanitary
- [ ] Water District
- [ ] City of
- [ ] School District(s)
- [ ] LAFCO
- [ ] Reclamation District #
- [ ] East Bay Regional Park District
- [ ] Diablo/Discovery Bay/Crockett CSD
- [X] MAC/TAC Byron
- [ ] Improvement/Community Association
- [ ] CC Mosquito & Vector Control Dist (email)

Others/Non-local

- [ ] CHRIS – Sonoma State
- [ ] CA Fish and Wildlife, Region 3 – Bay Delta
- [ ] Native American Tribes

Additional Recipients

Please submit your comments to:

Project Planner Francisco Avila
Phone # 925-674-7801
E-mail Francisco.Avila @dcd.cccounty.us
County File # RZ13-3222, LP13-2025

Prior to June 30, 2017

* * * * *

We have found the following special programs apply to this application:

- WO Active Fault Zone (Alquist-Priolo)
- A Flood Hazard Area, Panel #
- Yes 60-dBA Noise Control
- – CA EPA Hazardous Waste Site

* * * * *

AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.

Comments: ___None ✓Below ___Attached

1. COMPLIANCE WITH CURRENT BUILDING CODES WILL BE REQUIRED.

Print Name ABED CHOUDHURY

Signature 7-7-17 DATE

Agency phone # 674-7740

REVISED 05/25/2017. TO PRINT MORE COPIES: G:\Current Planning\APC\APC Forms\CURRENT FORMS\PLANNING\Agency Comment Request.doc

From:	Will Nelson
To:	Francisco Avila
Subject:	RE: Request for Findings Regarding Byron Corners GP Amendment, County File #CDGP10-00003, CDRZ13-03222 and CDLP/DP13-02025....
Date:	Thursday, June 8, 2023 5:02:09 PM
Attachments:	GP10-0003_GPA_Findings.docx image002.png

Hello Francisco,

The GPA findings are attached. Please let me know if there's anything else you need.

-Will

William R. Nelson
Principal Planner
Contra Costa County
Department of Conservation and Development
30 Muir Road, Martinez, CA 94553
Phone (925) 655-2898
Web www.contracosta.ca.gov

We're planning for the future of Contra Costa County.
Learn more and get involved at envisioncontracosta2040.org.

This message was sent from a public e-mail system and may be subject to disclosure under the California Public Records Act.

From: Francisco Avila <Francisco.Avila@dcd.cccounty.us>
Sent: Thursday, May 25, 2023 4:42 PM
To: Will Nelson <Will.Nelson@dcd.cccounty.us>
Subject: RE: Request for Findings Regarding Byron Corners GP Amendment, County File #CDGP10-00003, CDRZ13-03222 and CDLP/DP13-02025....

Hello,

June 28th.

From:	Robert Sarmiento
To:	Harsev Singh; Francisco Avila
Cc:	Praveena Samaleti; ckinzel; jasvirshahi@att.net; Sukhjit "Tony" Singh; Jeff Valeros
Subject:	RE: Response to Agency Comments- RZ13-3222 and LP13-2025- Byrons Corner Impact Study (15031, 15045 & 15057 BYRON HWY. BYRON, CA 94514)
Date:	Thursday, January 6, 2022 8:47:34 AM
Attachments:	image001.png

Good morning, Harsev, Francisco,

Thanks for submitting the revised traffic study with the appropriate changes in response to my two outstanding comments. The changes are acceptable to me. I have no other comments on the traffic study.

Robert Sarmiento
Contra Costa County
Department of Conservation and Development
Transportation Planning Section
(925) 655-2918 (***New Phone Number***)
Robert.Sarmiento@dcd.cccounty.us

What should Contra Costa County be and look like in 20 years?
Check out EnvisionContraCosta2040.org and let us know!

From: Harsev Singh <singh.harsev@continentaldc.com>
Sent: Tuesday, January 4, 2022 1:31 PM
To: Robert Sarmiento <Robert.Sarmiento@dcd.cccounty.us>
Cc: Praveena Samaleti <psamaleti@tjkm.com>; ckinzel <ckinzel@tjkm.com>; jasvirshahi@att.net; Sukhjit 'Tony' Singh <tony@continentaldc.com>; Francisco Avila <Francisco.Avila@dcd.cccounty.us>; Jeff Valeros <Jeff.Valeros@pw.cccounty.us>
Subject: Response to Agency Comments- RZ13-3222 and LP13-2025- Byrons Corner Impact Study (15031, 15045 & 15057 BYRON HWY. BYRON, CA 94514)

Hello Robert,

Happy New Year!

As per our discussions in the emails below and in order to resolve the pending comments, our traffic consultants at TJKM have prepared the attached response letter and technical memo.

Please advise on the review timeline.

Regards,

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
30 Muir Road
Martinez, CA 94553-4601
Phone: 925-674-7205
Fax: 925-674-7258

AGENCY COMMENT REQUEST

Date 6/9/17

We request your comments regarding the attached application currently under review.

DISTRIBUTION

Internal

- [X] Building Inspection
- [ ] Grading Inspection
- [X] Advance Planning
- [ ] Housing Programs
- [X] Trans. Planning
- [ ] Telecom Planner
- [ ] ALUC Staff
- [ ] HCP/NCCP Staff
- [X] APC Floodplain Tech
- [ ] County Geologist

Health Services Department

- [X] Environmental Health
- [X] Hazardous Materials

Public Works Department

- [X] Engineering Services (Full-size)
- [X] Traffic
- [X] Flood Control (Full-size)
- [ ] Special Districts

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  - [ ] Consolidated – (email) fire@cccfpd.org
- [X] Sanitary District Byron Sanitary
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- [ ] City of
- [ ] School District(s)
- [ ] LAFCO
- [ ] Reclamation District #
- [ ] East Bay Regional Park District
- [ ] Diablo/Discovery Bay/Crockett CSD
- [X] MAC/TAC Byron
- [ ] Improvement/Community Association
- [ ] CC Mosquito & Vector Control Dist (email)

Others/Non-local

- [ ] CHRIS – Sonoma State
- [ ] CA Fish and Wildlife, Region 3 – Bay Delta
- [ ] Native American Tribes

Additional Recipients

Please submit your comments to:

Project Planner Francisco Avila
Phone # 925-674-7801
E-mail Francisco.Avila @dcd.cccounty.us
County File # RZ13-3222, LP13-2025

Prior to June 30, 2017

*****

We have found the following special programs apply to this application:

- WO Active Fault Zone (Alquist-Priolo)
- A Flood Hazard Area, Panel # 0510G
- Yes 60-dBA Noise Control
- – CA EPA Hazardous Waste Site

*****

AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.

Comments: [X] None [ ] Below [ ] Attached

FLOOD ZONE X (500 YEAR)
NO FLOODPLAIN PERMIT REQUIRED

Print Name ROBERT D. HENDRY III

Signature Robert D. Hendry III DATE 6/22/17

Agency phone # 4-7744

REVISED 05/25/2017. TO PRINT MORE COPIES: G:\Current Planning\APC\APC Forms\CURRENT FORMS\PLANNING\Agency Comment Request.doc

Contra Costa County
Public Works
Department

Brian M. Balbas, Director
Deputy Directors
Stephen Kowalewski, Chief
Allison Knapp
Warren Lai
Carrie Ricci
Joe Yee

Memo

December 5, 2023

TO: Francisco Avila, Senior Planner, Department of Conservation and Development

FROM: Kellen O'Connor, Associate Civil Engineer, Engineering Services Division
By: Anthony DiSilvestre, Staff Engineer, Engineering Services Division

SUBJECT: **LAND USE PERMIT LP13-2025/RZ13-3222**
STAFF REPORT & RECOMMENDED CONDITIONS OF APPROVAL
(Singh/Byron Highway/Byron/APNs 002-140-010, -025, and -027)

FILE: LP13-2025

We have reviewed the application and site plan for **Land Use Permit LP13-2025** received by your office on **July 21, 2021**. The attached recommended conditions of approval, based on the site plan, include road and drainage requirements. The applicant shall comply with the Ordinance Code requirements as they pertain to this development. The following issues should be carefully considered with this project:

Background
The applicant seeks approval of a land use permit to allow for the demolition of an existing gas station and convenience store located on APN 002-140-010 ("Parcel 10") and expansion of development onto APNs 002-140-025 ("Parcel 25"), and -027 ("Parcel 27"). The project will consist of a new and larger convenience store with a sandwich shop and gas pump canopy structure.

The applicant also seeks approval to rezone APNs 002-140-010 and -025 from A-2 (General Agriculture) to R-B (Retail Business). The site is located at 15031, 15045, and 15057 Byron Highway, in Byron.

The three parcels must be merged into a single lot prior to issuance of building permits for the proposed structures.

Traffic and Circulation
The subject property is located at the intersection of Camino Diablo and Byron Highway, both of which are public roads. Access to the site is to be gained from both Camino Diablo and Byron Highway.

Byron Highway is currently a 26-foot-wide road within a 50-foot right-of-way and planned to be an 80-foot-wide road within a 100-foot right-of-way. Similarly, Camino Diablo is currently a 22-foot-wide road within a 40-foot right-of-way and planned to be a 40-foot road within a 60-foot right-of-way.

Subsequent to the submittal of this application, the County completed an intersection improvement project along most of the Parcel 10 frontage. These curb and sidewalk improvements should be extended along the entire project frontage, including Parcels 25 and 27. Right of way dedications, if necessary, should be set 10 feet from the face of curb of the frontage improvements.

Undergrounding Utilities
Overhead utilities exist along the Byron Highway and Camino Diablo frontage of the project. The applicant should underground all new utility distributions along the project frontage. If joint poles will need to be relocated to accommodate the construction of the frontage improvements, the applicant should underground those facilities, as well as existing, utility distribution services.

Drainage
Division 914 of the County Ordinance Code requires that all stormwater 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 grading & drainage plan contours show that Parcel 10 will generally drain towards the existing undisturbed landscaping and proposed bioretention basin. From there, runoff will flow into the stormwater infrastructure of Camino Diablo towards the northern segment of an earthen ditch east of the property that flows into Frisk Creek. Parcels 25 and 27 are shown to drain into a proposed bioretention basin that outflows into the south portion of the eastern earthen ditch.

There have been reports in the past of the drainage ditch east of the property causing flooding. As part of collect and convey requirements, the applicant will need to review the operation of this ditch under post-project conditions and verify that there is sufficient capacity for the design storm. If the ditch has inadequate capacity, then the issue will need to be resolved as part of the proposed project.

In a letter from the applicant dated July 12, 2021 (attached) , they requested an exception from the "collect and convey" requirements of the Ordinance Code (Section 914-2.004) along with Section 914-12.010 the requirement for a public entity to manage the proposed detention basin. The detention basin along with removal of some impervious areas of the existing gas station are an effort to reduce post project runoff into an existing drainage facility. A detailed drainage study of the on-site system and detention basin were submitted and reviewed in support of this request. Given that the downstream drainage facilities are on private property, and the conditions are such that their improvement cannot be reasonably accommodated, Public Works is not averse to the advisory agency granting these exception requests, subject to our recommended conditions.

Stormwater Management and Discharge Control Ordinance
A Stormwater Control Plan (SWCP) is required for applications that will create and/or redevelop impervious surface area exceeding 5,000 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. A Stormwater Control Plan prepared by Continental Development Consultants dated July 12, 2021, has been received and has been determined to be preliminarily complete. Modifications to reflect changes in final design, such as the additional frontage implements along Parcels 25 and 27 will need to be incorporated into the Final SWCP.

Provision C.10, Trash Load Reduction, of the County's NPDES permits requires control of trash in local waterways. To prevent or remove trash loads from municipal storm drain systems, trash capture devices shall be installed in catch basins (excludes those located within a bioretention/stormwater treatment facility). Devices must meet the County's NPDES permits and be approved by the Public Works Department. The locations of these devices must be approved by the Public Works Department.

Floodplain Management
The property does not lie within the Special Flood Hazard Area (100-year flood boundary) as designated on the Federal Emergency Management Agency Flood Insurance Rate Map.

Annexation to a Lighting District
The subject parcel is already annexed into the L-100 lighting district and will require no further annexation.

Area of Benefit Fee
The applicant will need to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the East Contra Costa Regional Fee and Finance Authority/Regional Transportation Development Impact Mitigation (ECCRFFA/RTDIM) and East County Regional Areas of Benefit (ECRAOB), as adopted by the Board of Supervisors. These fees shall be paid prior to issuance of building permits.

Transportation Impact Mitigation
The Mitigation Monitoring and Reporting Program (MMRP) issued as a result of the Initial Environmental Study identified adverse impacts resulting from this project in the form of increased traffic delays at the intersection of Holway Drive and Camino Diablo. These delays will reduce the level of service at the intersection that will ultimately warrant installation of a traffic signal. The MMRP requires the applicant make a "fair share" contribution towards the installation of the traffic signal. The proportionality analysis generally accepted is based on Caltrans Methodology for Calculation Equitable Mitigation Measures (December 2002) and the data compiled as part of the project's traffic study.

This future signal is not included in the existing Areas of Benefit noted above, so this fee will not be in-lieu of any of the established AOB fees.

Drainage Area Fee
The property is located within unformed Drainage Area 110. There is currently no fee ordinance adopted by the Board of Supervisors for this area.

Should you have any questions, please contact Anthony DiSilvestre at (925) 313-2262 or anthony.disilvestre@pw.cccounty.us or Kellen O'Connor at (925) 313-2278 or kellen.o'connor@pw.cccounty.us.

KO:AD:ss
\\PW-DATA\grpdata\engsvc\Land Dev\LP\LP 13-2025 Expand Market&Gas Station Byron\Application\Staff Report & COAs LP13-2025.docx

attachment

c: J. LaRocque, Engineering Services
L. Gossett, Engineering Services
K. O'Connor, Engineering Services
A. DiSilvestre, Engineering Services
Tony Singh, Continental Development, Applicant
7473 W. Lake Mead Blvd. Ste. 100
Las Vegas, NV 89128
Jasvir Shahi, Owner
15031 Byron Highway
Byron, CA 95514

PUBLIC WORKS RECOMMENDED
CONDITIONS OF APPROVAL FOR PERMIT LP13-2025

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND/OR PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.

General Requirements:

- **Applicant shall comply with the requirements of Title 8, Title 9, and Title 10 of the Ordinance Code. Any exceptions(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan submitted to the Department of Conservation and Development on July 21. 2021.**

- For Public Works review for compliance relative to this Land Use Permit, a Compliance Review Fee deposit shall be submitted directly to the Public Works Department in accordance with the County's adopted Fee Schedule for such services. This fee is separate from similar fees required by the Department of Conservation and Development and is a deposit to offset staff costs relative to review and processing of these conditions of approval and other Public Works related services ancillary to the issuance of building permits and completion of this project.

- Improvement plans prepared by a registered civil engineer shall be submitted, if necessary, to the Public Works Department, Engineering Services Division, along with review and inspection fees, and security for all improvements required by the Ordinance Code for the conditions of approval of this subdivision. Any necessary traffic signing and striping shall be included in the improvement plans for review by the Transportation Engineering Division of the Public Works Department.

- The three parcels shall be merged into a single lot through a lot line adjustment or alternative process as prescribed by the Department of Conservation and Development.

Roadway Improvements (Byron Highway/Camino Diablo):

- Applicant shall construct curb, 10-foot sidewalk, necessary longitudinal and transverse drainage, streetlights, pavement widening and transitions along the frontages of Byron Highway and Camino Diablo. Applicant shall construct face of curb to match the existing sidewalk and curb line on APN 002-140-010.

- Any cracked and displaced curb, gutter, and sidewalk shall be removed and replaced along the project frontage of Byron Highway and Camino Diablo. Concrete shall be saw cut prior to removal. Existing lines and grade shall be maintained. New curbs and gutters shall be doweled into existing improvements.

- Applicant shall construct a street type connection with 20-foot radii curb returns in lieu of standard driveway depressions at Byron Highway and Camino Diablo. Any existing driveways that are not to be used shall similarly be removed and replaced.

Access to Adjoining Property:

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

- 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 Byron Highway and Camino Diablo.

Site Access

- Applicant shall only be permitted access at the locations shown on the approved site/development plan.

Road Alignment/Intersection Design/Sight Distance:

- Applicant shall provide sight distance at the intersection of each driveway onto Byron Highway and Camino Diablo in accordance with Chapter 82-18 "Sight Obstructions at Intersections" of the County Ordinance Code. The applicant shall trim vegetation, as necessary, to provide sight distance at this intersection, and any new signage, landscaping, fencing, retaining walls, or other obstructions proposed at this intersection shall be setback to ensure that the sight line is clear of any obstructions. Per the California Highway Design Manual, improvements shall not obstruct sight distance for a design speed of 35 miles per hour on Camino Diablo and 45 miles per hour on Byron Highway.

Road Dedications:

- Property owner(s) shall convey to the County, by Offer of Dedication, the right-of-way as necessary to accommodate the existing and proposed frontage improvements, i.e., 10-foot offset from the face of curb.

Pedestrian Facilities:

Pedestrian Access

- Curb ramps and driveways shall be designed and constructed in accordance with current County standards. A detectable warning surface (e.g., truncated domes) shall be installed on all curb ramps. Adequate right-of-way shall be dedicated at the curb returns to accommodate the returns and curb ramps; accommodate a minimum 4-foot landing on top of any curb ramp proposed.

Utilities/Undergrounding:

- Applicant shall underground all existing utility distribution facilities, including those along the frontage of Camino Diablo and Byron Highway. 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.

Drainage Improvements:

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 system, to *an adequate* natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to *an adequate* natural watercourse, in accordance with Division 914 of the Ordinance Code.

Exception Section 914-2.004 (Subject to Advisory Agency findings and approval)

Applicant is granted an exception from the off-site collect and convey requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code provided:

- The stormwater runoff from the site is reduced to, or below pre-project flow rates as a result from the construction of on-site detention infrastructure.
- The existing runoff pattern is not changed.
- Concentrated stormwater is not discharged onto adjacent property.

Exception Section 914-12.010 (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:

- Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

- Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

National Pollutant Discharge Elimination System (NPDES):

- 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 Central Valley - Region V.

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.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Shallow roadside and on-site swales.
- Filtering Inlets.
- 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.
- Applicant shall attempt to incorporate the use of pavers and/or pervious pavement on-site to reduce the amount of directly connected impervious surface area.
- The applicant shall sweep the paved portion of the site quarterly, at least once a year a vacuum type sweeper. Verification (invoices, etc.) of the sweeping shall be provided to the County Clean Water Program Administrative Assistant at 255 Glacier Drive, Martinez CA 94553 (925) 313-2238).
- Trash bins shall be sealed to prevent leakage OR shall be located within a covered enclosure.
- Applicant shall develop a spills program for the on-site fueling facility and submit the plan to the Contra Costa County Clean Water Program for review and approval.
- Applicant shall provide a secondary containment system for the above ground fuel storage tank.
- Other alternatives comparable to the above as approved by the Public Works Department.

Stormwater Management and Discharge Control Ordinance:

- 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 issuance of a building permit. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

- 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).

- 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.

- Prior to issuance of a building permit 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.

- Prior to issuance of a building permit, 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.

- 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.

Transportation Impact Mitigation

- At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of Public Works and CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection.

ADVISORY NOTES

- Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the East Contra Costa Regional Fee and Finance Authority/Regional Transportation Development Impact Mitigation (ECCRFFA/RTDIM) and East County Regional Areas of Benefit (ECRAOB), as adopted by the Board of Supervisors. Payment is required prior to issuance of a building permit.

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR
RANDALL L. SAWYER
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER
MARILYN C. UNDERWOOD, PHD. REHS
DIRECTOR OF ENVIRONMENTAL HEALTH

CONTRA COSTA HEALTH SERVICES

CONTRA COSTA COUNTY

CONTRA COSTA
ENVIRONMENTAL HEALTH
2120 Diamond Blvd., Suite 200
Concord, California 94520
Ph (925) 692-2500
Fax (925) 692-2502
www.cchealth.org/eh/

2017 JUL -5 P 4:19

DEPARTMENT OF
CONSERVATION
AND DEVELOPMENT

June 30, 2017

Francisco Avila
Department of Conservation and Development
Community Development Division
30 Muir Road
Martinez, CA 94553-4601

RE: LP13-2025 and RZ13-3222 (Proposed expansion of market and gas station)
15031 Byron Hwy, Byron
APN 002-140-009 & 010

Dear Mr. Avila:

The Contra Costa Environmental Health Division (CCEHD) has received a request for agency comments for the above referenced project. The following are our comments if the project is served by public sewer and public water:

1. A permit from CCEHD is required for any well or soil boring prior to commencing drilling activities, including those associated with water supply, environmental investigation and cleanup, or geotechnical investigation.

2. Any abandoned wells (water, environmental, or geotechnical) and septic tanks must be destroyed under permit from CCEHD. If the existence of such wells or septic tanks are known in advance or discovered during construction or other activities, these must be clearly marked, kept secure, and destroyed pursuant to CCEHD requirements.

3. Debris from construction or demolition activity must go to a solid waste or recycling facility that complies with the applicable requirements and can lawfully accept the material (e.g., solid waste permit, EA Notification, etc.). The debris must be transported by a hauler that can lawfully transport the material. Debris bins or boxes of one cubic yard or more owned by the collection service operator shall be identified with the name and telephone number of the agent servicing the container.

4. The market is a retail food facility, so the plans must be reviewed and approved by CCEHD prior to the issuance of building permits.

5. If the dumpster area is remodeled it must be upgraded to meet current standards (e.g., drain to the sanitary sewer and a hot/cold water supply).

6. Retail food facilities must have approved restrooms.

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If you should have any questions, please do not hesitate to call me at (925) 692-2535.

Sincerely,

Joseph G. Doser, REHS
Supervising Environmental Health Specialist

cc: Tim Ellsworth, Contra Costa Environmental Health

JGD:tf

Francisco Avila

From: Xavier.Bryant@hsd.cccounty.us
Sent: Monday, June 26, 2017 4:52 PM
To: Francisco Avila
Subject: R213-3222, LP13-2025

Hello Mr. Avila,

Based on the project description, Hazardous Materials Programs permits will be required. Here is the link to the permit applications.

http://cchealth.org/hazmat/ust/

Sincerely,

Xavier Bryant
Hazardous Materials Specialist
Contra Costa Health Services
Hazardous Materials Programs
4585 Pacheco Blvd, Suite 100
Martinez, California 94553
(925) 335-3263 -office
(925) 646-2073 -fax

Contra Costa County Fire Protection District

January 24, 2017

Mr. Avila
Contra Costa County Dept. of Conservation and Development
30 Muir Rd
Martinez, Ca 94553

Subject: Convenience Store/Restaurant
15031 Byron Hwy, Byron, CA
Project # LP13-2025
CCCFPD Project No.: P-2013-00978, Rev 1

Dear Mr. Avila

We have reviewed the development application to demolish an existing building and building a 5770 square foot, single story convenience store/restaurant the subject location. The following is required for Fire District approval in accordance with the 2016 California Fire Code (CFC), the 2016 California Building Code (CBC), and Local and County Ordinances and adopted standards:

1. Access as shown on appears to comply with Fire District requirements.

   Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. (503) CFC

2. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words ***NO PARKING – FIRE LANE*** clearly marked. (22500.1) CVC, (503.3) CFC

   Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have ***NO PARKING – FIRE LANE*** signs posted, allowing for parking on one side only or curbs painted red with the words ***NO PARKING – FIRE LANE*** clearly marked. *Parking is permitted only on the side of the road that does not have hydrants.* (22500.1) CVC, (503.3) CFC

3. The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow of 1500 GPM. Required flow must be delivered from not more than 2 hydrants flowing simultaneously for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC

4. The developer shall provide 1 hydrants of the East Bay type. (C103.1) CFC

5. The developer shall submit a minimum of two (2) copies of site improvement plans indicating all existing or proposed hydrant locations and fire apparatus access for review

and approval prior to obtaining a building permit. ***Final placement of hydrants shall be determined by this office.*** (501.3) CFC

Note: Fire lane identification shall be indicated as necessary on this submittal.

6. ***Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.*** (501.4) CFC

   Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 22 / 37 tons.

7. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

8. Flammable or combustible liquid storage tanks shall ***not*** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

9. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval ***prior to*** construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

   - Private underground fire service water mains
   - Fire sprinklers
   - Fire alarm/Fire sprinkler monitoring system
   - Aboveground/underground flammable/combustible liquid storage tanks
   - Commercial kitchen hood extinguishing systems
   - Special suppression systems

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

Todd Schiess
Fire Inspector I

c: Tony Singh, Continental Dev. Consultant
7473 W. Lake Mead Blvd, Ste #100
Las Vegas, NV 89128

File: 15031 BYRON HWY-PLN-P-2013-0978-REV1

CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION
30 Muir Road
Martinez, CA 94553-4601
Phone: 925-674-7205
Fax: 925-674-7258

RECEIVED
JUN 12 2017
Byron Sanitary District

AGENCY COMMENT REQUEST

Date 6/9/17

We request your comments regarding the attached application currently under review.

DISTRIBUTION

Internal

- [X] Building Inspection
- [ ] Grading Inspection
- [X] Advance Planning
- [ ] Housing Programs
- [X] Trans. Planning
- [ ] Telecom Planner
- [ ] ALUC Staff
- [ ] HCP/NCCP Staff
- [X] APC Floodplain Tech
- [ ] County Geologist

Health Services Department

- [X] Environmental Health
- [X] Hazardous Materials

Public Works Department

- [X] Engineering Services (Full-size)
- [X] Traffic
- [X] Flood Control (Full-size)
- [ ] Special Districts

Local

- [X] Fire District Consolidated / East County
  - [ ] Consolidated – (email) fire@cccfpd.org
- [X] Sanitary District Byron Sanitary
- [ ] Water District
- [ ] City of
- [ ] School District(s)
- [ ] LAFCO
- [ ] Reclamation District #
- [ ] East Bay Regional Park District
- [ ] Diablo/Discovery Bay/Crockett CSD
- [X] MAC/TAC Byron
- [ ] Improvement/Community Association
- [ ] CC Mosquito & Vector Control Dist (email)

Others/Non-local

- [ ] CHRIS – Sonoma State
- [ ] CA Fish and Wildlife, Region 3 – Bay Delta
- [ ] Native American Tribes

Additional Recipients

Please submit your comments to:

Project Planner Francisco Avila
Phone # 925-674-7801
E-mail Francisco.Avila @dcd.cccounty.us
County File # RZ13-3222, LP13-2025

Prior to June 30, 2017

*****

We have found the following special programs apply to this application:

- WO Active Fault Zone (Alquist-Priolo)
- A Flood Hazard Area, Panel #
- Yes 60-dBA Noise Control
- – CA EPA Hazardous Waste Site

*****

AGENCIES: Please indicate the applicable code section for any recommendation required by law or ordinance. Please send copies of your response to the Applicant and Owner.

Comments: [ ] None [X] Below [ ] Attached

APPLICANT REQUIRED TO COMPLY WITH ALL ORDINANCES, INCLUDING APPLYING FOR A WASTE ~~HEAT~~ DISCHARGE PERMIT.

CONSIDER MODIFYING RESTROOM ACCESS FROM THE EXTERIOR TO THE INTERIOR.

Print Name RICK GILMORE

Signature 6/15/17 DATE

Agency phone # 209.835.0375 EXT. 12

REVISED 05/25/2017. TO PRINT MORE COPIES: G:\Current Planning\APC\APC Forms\CURRENT FORMS\PLANNING\Agency Comment Request.doc

Byron Municipal Advisory Council DRAFT

Office of Supervisor Diane Burgis
Contact: Alicia Nuchols
3361 Walnut Blvd. Suite 140
Brentwood, CA 94513
925-252-4500

Respectfully submitted by: _____

The Byron Municipal Advisory Council serves as an advisory body to the Contra Costa County Board of Supervisors and the County Planning Agency.

REVISED Record of Actions
Meeting start time: 6:02 p.m.
Tuesday, June 27, 2017

1. **Meeting called to order by District Representative Alicia Nuchols at 6:00 p.m. Chair Schmit & Vice Chair Maggiore absent.**

2. **Public Comment:** Paula Wherity announced she had the Union Pacific Railroad send a letter to the Sheriff's office to authorize them to enforce on the railroad property as needed.

3. **Review Record of Actions from 5-23-17 meeting:** Record of actions were reviewed and approved as corrected. Motion by Councilmember Lopez, second by Councilmember Nisen. Passed 3-0. AYES: Lopez, Nisen, Thuman. ABSTAIN: None

4. **Agency Reports**
   a) **East Contra Costa Fire Protection District: No Report**
   b) **Contra Costa County Sheriff's Department: No Report**
   c) **California Highway Patrol**: Officer Thomas provided an update on beat coverage. He provided patrol update 4 dui's, 2 warrants, out on Friday 6/23, stopped 3 trucks.
   d) **Office of Supervisor Diane Burgis:** **ANNOUNCEMENTS:** We celebrated the Orwood Bridge Ribbon Cutting this morning, it was a beautiful ceremony. Byron Community Clean-up has been changed to August 5th at the request of the Byron MAC Board. See flyers provided. **PW UPDATES**: **Main Street, Byron Sidewalk Improvements** The project is underway, it began on June 19th. **Byron Hwy/Camino Diablo Intersection Project** This project is currently scheduled to begin construction on July 10th. Please see the flyer provided.

5. **Items for Action and/or Discussion**
   a) **Review & Discuss VR17-1022:** The applicant requests approval of the variance to allow merging of two parcels with the resultant lot area of 38,124 square feet, where a minimum of 5 acres is required. No comments or concerns by board. Motion to approve made by Councilmember Thuman, second by Councilmember Nisen, passed 3-0 AYES: Thuman, Nisen, and Lopez. ABSTAIN: None

Review & Discuss R213-3222, LP13-2025: The applicant requests approval of a land use permit & demolition permit (LUP-DP) combo permit to allow for the demolition of an existing gas station & convenience store; and for the construction of a new large convenience store with a sandwich shop and gas pump canopy structure. Daniel L Kelley is concerned it will continue to be more of the same mess. More space for the wrong kind of environment. Mike Kelley, concerned with how the gas trucks will unload during business hours. The space is not large enough with increased pumps. Please request nighttime deliveries. Julio Stack, was not noticed of this project. Steve Larsen is all for the improved store as long as they keep it cleaned up. There were also concerns of loiterers behaving poorly including urinating in public. Please consider getting security as Condition of Approval on this LUP. Council member comments: Nisen states the owner of Byron Corners has not been a good neighbor. He has been asked numerous times to clean up the garbage that blows from Byron Corners down Camino Diablo, including several times in some Byron MAC meetings, and refuses to acknowledge this. The owner is the problem. Councilmember Nisen is also concerned with the increased traffic impact from the requested expansion of Byron

Corners. Good project, bad location. Requests that the traffic pattern with the new intersection project be reviewed to include the extra traffic flow that would be generated from the possible expansion. When the red light is on for the Camino Diablo traffic, it could create a long line of vehicles trying to get into or out of the store, and could impede the traffic flow for residents of Camino Diablo east of the Byron Highway trying to proceed through the intersection. Councilmember Nisen was also concerned about the delivery trucks parked on the Byron Highway and Camino Diablo creating a serious traffic hazard. Motion to proceed with the above items being reviewed and considered. Motion made by Councilmember Nisen, second by Councilmember Thuman, Passed 3-0 AYES: Thuman, Nisen, and Lopez. ABSTAIN: None

6. **Correspondence Key: R= Received S= Sent**
7. R-5/10/17 Contra Costa County Zoning Administrator for May 15, 2017
8. R-5/12/17 Contra Costa County Planning Commission Cancellation Notice for May 24, 2017
9. R-5/26/17 Contra Costa County Zoning Administrator for June 5, 2017
10. R-6/2/17 Contra Costa County Planning Commission for June 14, 2017
11. R-6/21/17 Contra Costa County Planning Commission for June 28, 2017

12. **Councilmember Comment/Future Agenda Item:**

None at this time

Adjourned to next meeting scheduled for July 25, 2017.

Francisco Avila

From: Hoang, Tan T. <TAN.T.HOANG@saic.com>
Sent: Tuesday, April 23, 2013 10:27 AM
To: Francisco Avila
Cc: Burns, Thomas A.
Subject: Comment on C Store and Gas Station Expansion Project
Attachments: Byron Convenience Store Comment Letter.pdf

Mr. Avila,

On behalf of Chevron Environmental Management Company (CEMC), please see the attached comment letter on the C Store and Gas Station Expansion Project. This letter describes the location and background of inactive, historic crude-oil pipelines within the project's vicinity in Byron, California. Within the letter are two maps that show the approximate location of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) pipeline alignments with respect to the proposed project area and site plan (Figures 1 and 2, respectively).

Please let me know if you have any questions. A hard copy of this letter will also be mailed to your office.

Thank you.

Tan Hoang, AICP
Land Use Planner | Environment & Civil Infrastructure
SAIC Energy, Environment & Infrastructure, LLC
office: 916.979.3742 | fax: 916.979.3735

3800 Watt Ave, Suite 210
Sacramento, CA 95821
www.saic.com/engineering
SAIC-Liability & Asset Management Team (LAM Team)

Energy | Environment | National Security | Health | Critical Infrastructure

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Mike N. Oliphant
Project Manager
Superfund and Specialty Portfolio

Chevron Environmental Management Company
P.O. Box 6012
San Ramon, CA 94583
Tel (925) 790 6431
Fax (925) 790 6772
mike.oliphant@chevron.com

RECEIVED
APR 23, 2013
Contra Costa County
Community Development

April 23, 2013

Stakeholder Communication – Contra Costa County

Mr. Francisco Avila
Project Planner
Contra Costa County
Department of Conservation & Development
Community Development Division
30 Muir Road
Martinez, California 94553

Subject: **Comments on the C Store and Gas Station Expansion Project**
Chevron Environmental Management Company
Historical Pipeline Portfolio–Bakersfield to Richmond

Dear Mr. Avila:

On behalf of Chevron Environmental Management Company (CEMC), SAIC Energy, Environment & Infrastructure, LLC (SAIC; CEMC's contract consultant) recently became aware of the C Store and Gas Station Expansion Project. The information contained in this letter may help you in planning this project and to understand something about Chevron's former pipeline operations in Byron, Contra Costa County, as residual weathered crude oil, abandoned pipeline, and asbestos-containing materials (ACM) could potentially be encountered during subsurface construction activities in these former pipeline rights of way (ROWs).

Portions of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) pipeline existed in the vicinity of the proposed project area. These formerly active pipelines were constructed in the early 1900s and carried crude oil from the southern San Joaquin Valley to the San Francisco Bay Area. Pipeline operations for the OVP ceased in the 1940s, and in the 1970s for the TAOC pipelines. When pipeline operations ceased, the pipelines were taken out of commission. The degree and method of decommissioning varied; in some instances the pipelines were removed, while in others, they remained in place. Because these pipelines have been decommissioned, with the majority of pipeline having been removed, they are not readily identified as underground utilities through the Underground Service Alert North System or utility surveys. Figure 1 illustrates the location of the former OVP and TAOC ROWs with respect to the proposed project area in Byron. Figure 2 illustrates the location of the former OVP and TAOC ROWs with respect to the proposed project site plan. The location of the pipelines shown on Figures 1 and 2 is based on historical as-built drawings and the approximated positional accuracy of the alignments is generally +/- 50 feet. The OVP and TAOC pipelines were installed at depths of up to 10 feet below ground surface. The steel pipelines were typically encased in a protective coating composed of coal tar and ACM.

Working under the direction of State regulatory agencies, CEMC conducted risk assessments at numerous locations with known historical crude-oil release points along the former OVP and TAOC pipelines. Analytical results from these risk assessments indicated that the crude-contaminated soil was non-hazardous. Accordingly, it is likely that

if soil affected by the historical release of crude oil from these former pipelines is encountered during construction activities it may be reused as backfill on site. Properly abandoned crude-oil pipeline may be left in the ground. Parties conducting construction activities in the vicinity of these former pipeline ROWs may wish to use the information provided in this letter to help prepare for the possibility of encountering abandoned pipelines and pipeline-related ACM during the course of their work.

For more information regarding this historic pipeline, please visit http://www.hppinfo.com/. If you would like additional information, or would like to request more detailed maps, please contact SAIC consultants Tom Burns (thomas.a.burns@saic.com) at (916) 979-3748 or Tan Hoang (tan.t.hoang@saic.com) at (916) 916-3742.

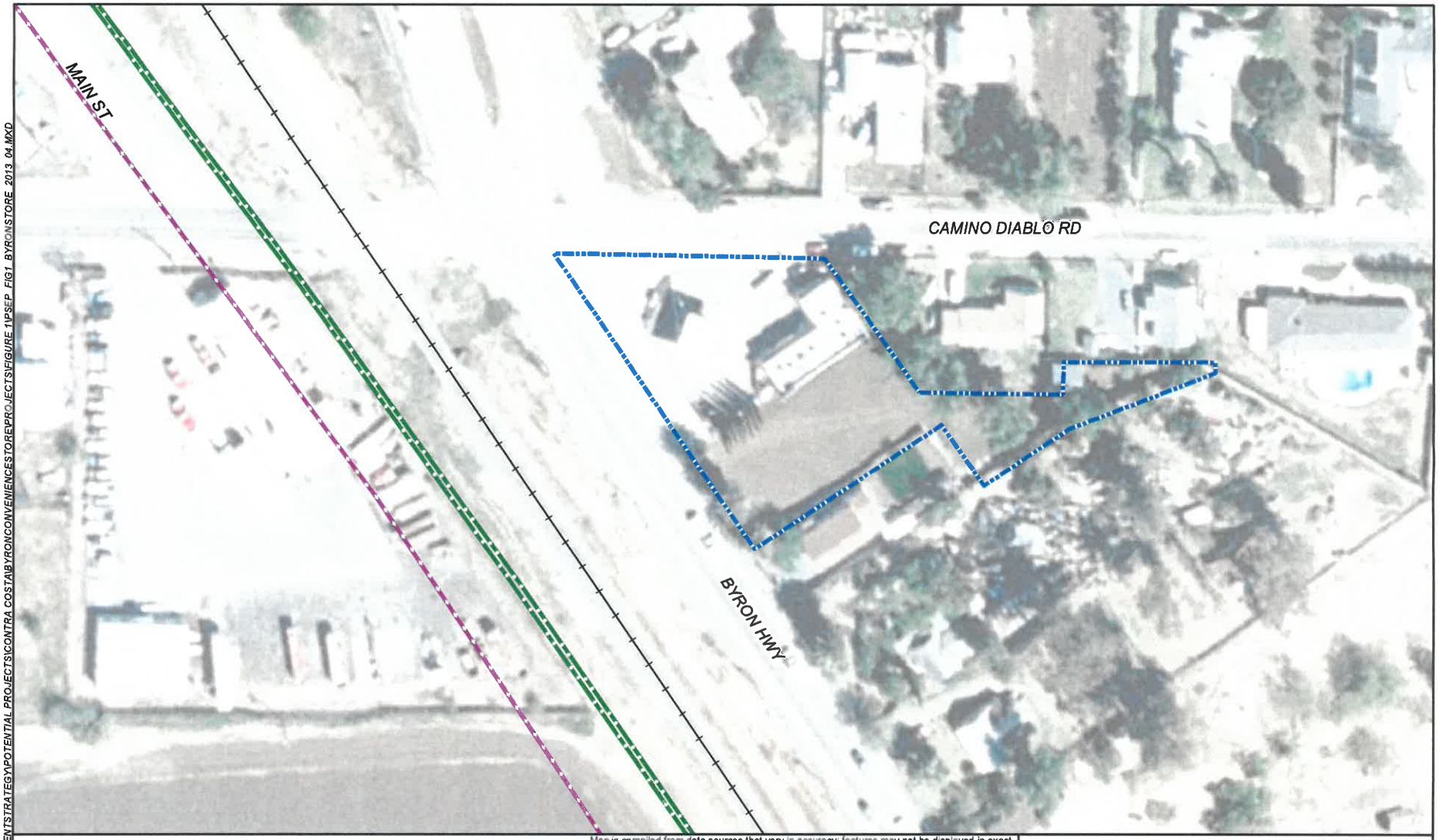
Sincerely,

Mike Oliphant

MO/klg

Enclosures:
Figure 1. Historical Pipeline Rights of Way – C Store and Gas Station Expansion – Project Area
Figure 2. Historical Pipeline Rights of Way – C Store and Gas Station Expansion – Site Plan

cc: Mr. Tom Burns – SAIC
3800 Watt Avenue, Suite 210, Sacramento, California 95821
Mr. Mike Hurd – SAIC (letter only)
1000 Broadway, Suite 675, Oakland, California 94607



FILE: \\SBOBU-GIS\DBGIS\CADH\PPBTR\MANAGEMENTSTRATEGY\POTENTIAL PROJECTS\CONTRA COSTA\BYRONCONVENIENCESTOREVPROJECTS\FIGURE 1\PSEP_FIG1_BYRONSTORE_2013_04.MXD

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Feet

CALIFORNIA LOCATION MAP

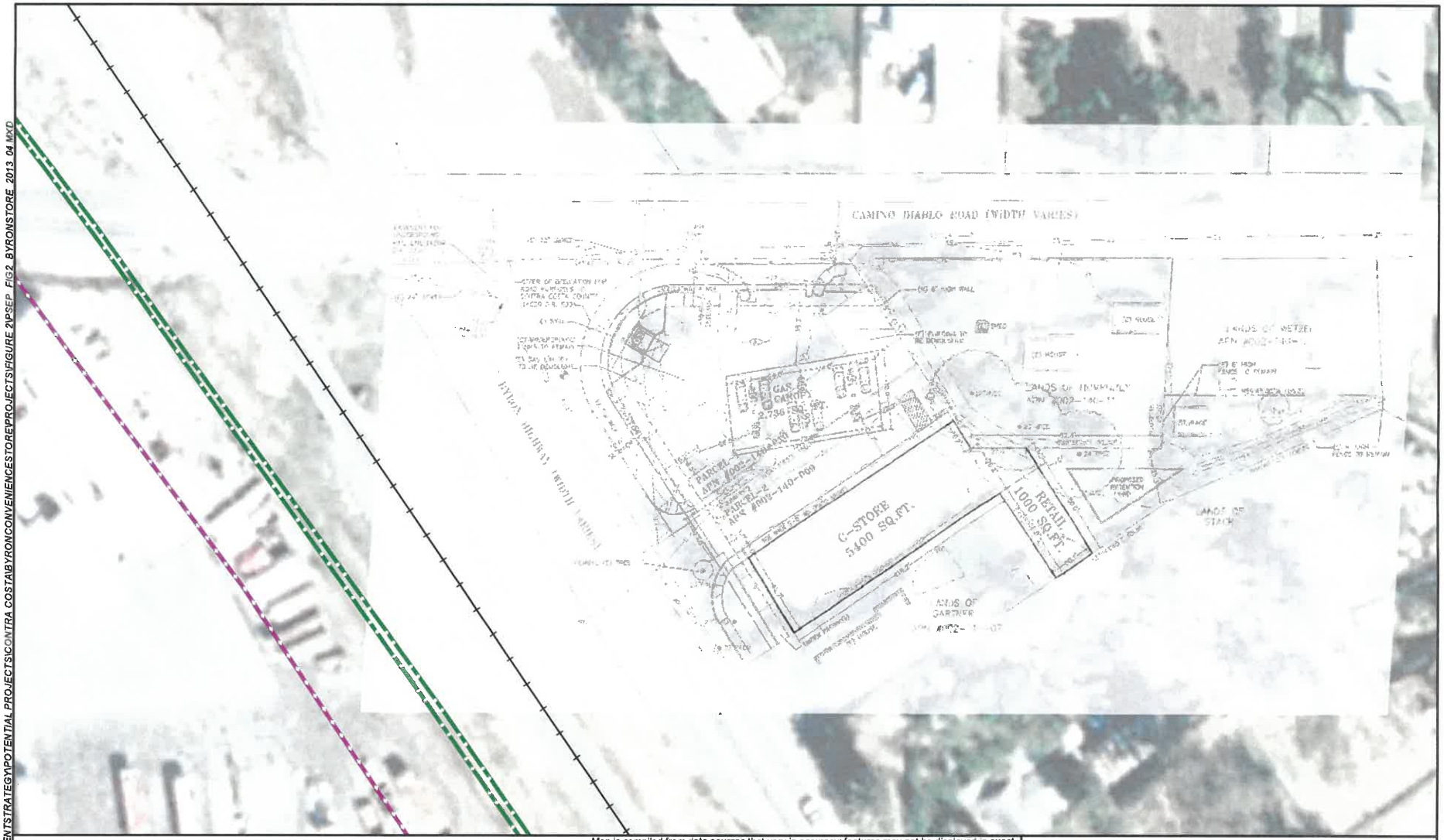
Map is compiled from data sources that vary in accuracy; features may not be displayed in exact relationship to one another. Do not rely on map for legal information or underground work.

- Proposed Project Boundary
- Historical Old Valley Pipeline (OVP)
- Historical Tidewater Associated Oil Company (TAOC) Pipeline
- Railroad

HISTORICAL PIPELINE RIGHTS OF WAY

C STORE AND GAS STATION EXPANSION
- PROJECT AREA
Byron, California

DATE: 4/17/2013	ANALYST: HOANGTA	FIGURE:
SAIC		1



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CALIFORNIA LOCATION MAP

Map is compiled from data sources that vary in accuracy; features may not be displayed in exact relationship to one another. Do not rely on map for legal information or underground work.

Historical Old Valley Pipeline (OVP)

Historical Tidewater Associated Oil Company (TAOC) Pipeline

Railroad

HISTORICAL PIPELINE RIGHTS OF WAY

C STORE AND GAS STATION EXPANSION
- SITE PLAN
Byron, California

DATE: 4/17/2013	ANALYST: HOANGTA	FIGURE:
SAIC		2

FILE: \\5808U-GISDB\GIS\CAD\HPPBTR\MANAGEMENTSTRATEGYPOTENTIAL PROJECTS\CONTRA COSTA\BYRON\CONVENIENCESTOREPROJECTS\FIGURE 2\PSEP_FIG2_BYRONSTORE_2013_04.MXD

LEAD AGENCY -

Department of Conservation and Development

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

Contra Costa County

John Kopchik
Director

Ruben Hernandez
Deputy Director

Jason Crapo
Deputy Director

Maureen Toms
Deputy Director

Gabriel Lemus
Assistant Deputy Director

April 19, 2023

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

County File #'s CDGP10-00003, CDRZ13-03222 and

CDLP/DP13-02025

Pursuant to the State of California Public Resources Code and the "Guidelines for Implementation of the California Environmental Quality Act of 1970" as amended to date, this is to advise you that the Community Development Division of the Department of Conservation and Development of Contra Costa County has prepared an Initial Study for the following project:

PROJECT TITLE: Byron Corners General Plan Amendment and Rezone

APPLICANT: Continental Dev. Consultants, Inc.
Attn: Tony Singh, Ph. (702) 664-6237
P.O. Box 1924
Woodland, CA 95776

LOCATION: The project site is located at 15031 Byron Highway, Byron, CA 95514. This location is with unincorporated Contra Costa County. The project site and immediate unincorporated County lands are surrounded by a mixture of single-family residences, Union Pacific Railroad Company and various agricultural uses. (Assessor Parcel Numbers: 002-140-010, 002-140-025 and 002-140-027) (Zoning: A-2 General Agricultural District and R-B Retail Business District) (General Plan Land Use Designation: Single-Family Residential-High Density)

PROJECT DESCRIPTION:

The applicant is requesting approval of a General Plan amendment (GPA), Rezoning and Land Use Permit/Development Plan to allow for the following:

1. GPA from Single-Family Residential-High Density to Commercial (CO),
2. Rezoning from A-2 General Agricultural District to R-B Retail Business District (R-B),
3. Land Use Permit/Development Plan combination,

4. Demolition of a 908 square-foot existing gas pump canopy,
5. Demolition of a 2,180 square-foot convenient store,
6. Construction of a new 4,652 square-foot gas pump canopy,
7. Construction of a new 3,542 square-foot convenient store,
8. Construction of a new 1,151 square-foot restaurant,
9. Type 21 Alcohol Sales License – Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold).

The project will also include 23 off-street parking spaces (2 American with Disabilities Act compliant spaces and 2 Electric Vehicle spaces), 12 new gas pumps, a 54 square-foot monument sign, access improvements, drainage improvements, and landscaping. Site preparation will consist of 2,048.77 cubic yards of grading (183.76 cubic yards of cut, and 1,865.01 cubic yards of import) which will result in raising the elevation of the property approximately 2 feet. One existing well will be decommissioned and relocated to the southeastern portion of the site.

POTENTIAL ENVIRONMENTAL EFFECTS OF THE PROJECT:

Pursuant to Article 9 of the California Environmental Quality Act (CEQA), the Initial Study describes the proposed Project; identifies, analyzes, and evaluates the environmental impacts which may result from the proposed Project; and identifies measures to mitigate adverse environmental impacts. The mitigations identified are designed for the proposed Project to ensure that the Project will not cause a significant impact on the environment. The Initial Study for the proposed Project identified potentially significant impacts in the environmental topics of air quality, cultural resources, hazards/hazardous materials, transportation, and tribal cultural resources. Environmental analysis determined that measures were available to mitigate potential adverse impacts to less-than-significant levels. As a result of the above, a mitigated negative declaration has been prepared pursuant to Public Resources Code Section 21080(c) of the California Environmental Quality Act (CEQA) Guidelines.

WHERE TO REVIEW THE INITIAL STUDY:

The Initial Study can be viewed online at the following link: (California Environmental Quality Act (CEQA) Notifications | Contra Costa County, CA Official Website) Any sources of information referenced in Initial Study can be provided upon request by contacting the project planner.

PUBLIC COMMENT PERIOD:

Prior to adoption of the Initial Study, the County will be accepting comments on the adequacy of the document during a 30-day public comment period; the Initial Study may be certified at a future date in a public hearing following the public comment period. The period for accepting comments on the adequacy of the environmental document will begin on **Wednesday, April 19, 2023,** and extends to **Friday, May 19, 2023, until 4:00 P.M**. Any comments should be in writing and submitted to the following address:

Francisco Avila, Principal Planner
Community Development Division
Contra Costa County, Department of Conservation and Development 30 Muir Road, Martinez, CA 94553

OR emailed to Francisco.Avila@dcd.cccounty.us

Sincerely,

Francisco Avila

Francisco Avila
Principal Planner
(925) 655-2866
Francisco.Avila@dcd.cccounty.us

cc: County Clerk's Office (2 copies)
Adjacent Occupants and Property Owners Notification List

attach: Vicinity Map

Vicinity Map

Legend

- Board of Supervisors' Districts
- City Limits
- Unincorporated
- Address Points
- Streets
- Building Footprints
- Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

Notes

Contra Costa County -DOIT GIS

0.0 0 0.02 0.0 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

California Environmental Quality Act
Environmental Checklist Form

1.	Project Title:	Byron Corners General Plan Amendment and Rezone County File #'s CDGP10-00003, CDRZ13-03222, and CDLP/DP13-02025
2.	Lead Agency Name and Address:	Contra Costa County Department of Conservation & Development Community Development Division 30 Muir Road Martinez, CA 94553
3.	Contact Person and Phone Number:	Francisco Avila, Principal Planner, (925) 655-2866
4.	Project Location:	15031 Byron Highway Byron, CA 95514 APN #'s: 002-140-010, 025 and 027
5.	Project Sponsor's Name and Address:	Jasvir Singh (Owner) 15031 Byron Highway Byron, CA 95514 Tony Singh (Continental Dev. Consultants – Applicant) P.O. Box 1924 Woodland, CA 95776

6. General Plan Land Use Designation(s): The site currently has a General Plan land use designation of Single-Family Residential-High Density (SH). This land use designation allows a density of 5.0 and 7.2 single family units per net acre. Primary land uses which are permitted in this designation include single-family homes and accessory structures, as well as, small residential care and childcare facilities, churches, and other similar places of worship.

7. Zoning: The site has dual zoning of A-2 General Agricultural District (A-2) and R-B Retail Business District (R-B). The A-2 zoning district requires a 5-acre minimum parcel size and the R-B zoning district requires a minimum of 3,500-square-feet in area. The A-2 General Agricultural District is intended to provide areas primarily for the commercial production of food and fiber and other compatible uses. The R-B Retail Business District is intended to provide areas consisting of service orientated activities such as, convenient stores, contractor's yards, and various shops, given that the activity does not create significant amounts of odors, dust, or smoke.

8. Setting, Site Description & Surrounding Land Uses: The subject site consists of three irregularly shaped parcels (APN's: 002-140-010, 002-140-025, and 002-140-027) located in a rural area of Byron. The northern portion of the site is developed with a gas station, convenient store and small restaurant. Access to the gas station is achieved via two driveways, one directly adjacent to Byron Highway and the other on Camino Diablo. The southern portion of the site is developed with a single-family residence. The subject site and surrounding properties are within a Flood Zone B boundary. Parcels in the vicinity range in size from 0.30-acre residential sites, to over 100-acre agricultural operations. Other zoning districts in the immediate vicinity are A-2 General Agricultural District, R-6 Single-Family Residential District, and General Commercial. The Union Pacific Railroad Company owns and operates a railroad directly to the east of the site.

9. Project Description: The applicant is requesting approval of a General Plan amendment (GPA), rezoning and land use permit/development plan to allow for the following:

    1. GPA from Single-Family Residential-High Density to Commercial (CO),
    2. Rezoning from A-2 General Agricultural District to R-B Retail Business District (R-B),
    3. Land Use Permit/Development Plan combination,
    4. demolition of a 908 square-foot existing gas pump canopy,
    5. demolition of a 2,180 square-foot convenient store,
    6. construction of a new 4,652 square-foot gas pump canopy,
    7. construction of a new 3,542 square-foot convenient store,
    8. construction of a new 1,151 square-foot restaurant.
    9. Type 21 Alcohol Sales License - Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold).

    The project will also include 23 off-street parking spaces (2 Americans with Disabilities Act compliant spaces and 2 Electric Vehicle spaces), 12 new gas pumps, a 54 square-foot monument sign, access improvements, drainage improvements, and landscaping. Site preparation will consist of 2,048.77 cubic yards of grading (183.76 cubic yards of cut, and 1,865.01 cubic yards of import) which will result in raising the elevation of the property approximately 2 feet. One existing well will be decommissioned and relocated on the southeastern portion of the site.

10. Other Public Agencies Whose Approval is Required (e.g. permits, financing, approval or participation agreement): Various; General Plan amendments and rezoning applications are a legislative act under the sole purview of the County Board of Supervisors, however, this project includes a land use permit/development plan combination request for the demolition and re-construction of a new gas station, convenient store and restaurant. That land use permit is subject to regulations administered by the Department of Conservation and Development, Building Inspection Division, Contra Costa County Public Works Department, Contra Costa County Health Services Department, Byron Sanitary District, and Consolidated/East Contra Costa County Fire Protection District.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

    In accordance with Section 21080.3.1 of the California Public Resources Code, a Notice of Opportunity to Request Consultation was sent to the Wilton Rancheria and Confederated Villages of Lisjan Nation, the two California Native American tribes that have requested notification of proposed projects within Contra Costa County. No request for consultation has been received to date.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

___ Aesthetics	___ Agriculture & Forest Resources	___ Air Quality
___ Biological Resources	___ Cultural Resources	___ Geology & Soils
___ Greenhouse Gas Emissions	___ Hazards & Hazardous Materials	___ Hydrology & Water Quality
___ Land Use & Planning	___ Mineral Resources	___ Noise
___ Population & Housing	___ Public Services	___ Recreation
___ Transportation/Traffic	___ Utilities & Service Systems	

___ Mandatory Findings of Significance __Wildfire ___Energy ___Tribal Cultural Resources

_✓_ None of the above

DETERMINATION

On the basis of this Initial Study:

___ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

_✓_ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

___ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

___ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

___ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Francisco Avila
_____ April 19, 2023

Signature Date
Francisco Avila
Principal Planner
Contra Costa County Department of Conservation & Development

SOURCES

In the process of preparing the Initial Study Checklist and conducting the evaluation, the following references, which are available for review either online or at the Contra Costa County Department of Conservation & Development, 30 Muir Road, Martinez, were consulted:

1. General Plan amendment study and application dated December 17, 2010, Rezone and Land Use Permit application dated January 31, 2013 (revised plans dated, September 2020, traffic analysis dated July 2022 and Traffic Technical Memorandum dated January 6, 2023).
2. Contra Costa County General Plan 2005-2020
3. Contra Costa County Code – Title 8 Zoning Ordinance
4. Contra Costa County Geographic Information System
5. Contra Costa County Land Information System
6. *Contra Costa County Important Farmland Map 2008* prepared by the California Department of Conservation
7. Public Resources Code section 12220(g)
8. Public Resources Code section 4526
9. Government Code section 51104(g)
10. California Environmental Quality Act (CEQA) as amended January 1, 2014, and CEQA Guidelines amended as of May 2011
11. Bay Area Air Quality Management District CEQA Guidelines dated May 2017.
12. Bay Area Air Quality Management District proposed Thresholds of Significance for Greenhouse Gas Emissions
13. California Department of Toxic Substances Control website
14. Association of Bay Area Governments Geographic Information Systems, Hazard Maps – Wildland Urban Interface Fire Threat
15. Federal Emergency Management Agency Flood Insurance Rate Map
16. Association of Bay Area Governments Geographic Information Systems, Hazard Maps – Dam Failure Inundation Areas
17. Agency Comments
18. Contra Costa County Code – Title 4 Health and Safety

EVALUATION OF ENVIRONMENTAL IMPACTS

I. AESTHETICS – Except as provided in Public Resources Code Section 21099, would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?			✓	
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. In non-urbanized area, substantially degrade the existing visual character or quality of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			✓	
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?			✓	

Impact: Less Than Significant Impact

Summary a-d: The subject site is located at the southeast corner of the Byron Highway/Camino Diablo intersection. Both roads are County-designated scenic routes. The vast majority of surrounding properties has been developed with single-family residences and other light industrial uses on the west side of Byron Highway. The act of a GPA and rezoning by itself would not impact trees, rock outcroppings, or other scenic resources, and would not introduce substantial light or glare to the area. However, the applicant is requesting approval of a land use permit/development plan to demolish the existing gas station and convenient store and construct new ones at the subject site. As proposed, the applicant intends to combine the parcels via a lot line adjustment. The northern portion of the site is currently developed with a gas station and convenient store; therefore, no aesthetic impacts are anticipated for that portion of the project as it would be essentially replacing an existing use. However, the southern portion of the site is currently vacant and construction of the new convenient store in this area would result in a minor aesthetic change to the subject intersection. Nevertheless, as mentioned above, the properties surrounding the subject site are completely developed with a variety of uses. Therefore, there are no anticipated significant impacts to the scenic quality or aesthetics of the immediate area.

II. AGRICULTURE & FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agricultural and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection and state's inventory of forest land, including the Forest and Range Assessment Project; and forest carbon

measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				✓
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)?				✓
d. Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e. Involve other changes in the existing environment, which due to their location or nature, could result in conversion of farmland, to non-agricultural use?				✓

Impact: None

Summary a-e: The proposed project includes a rezone the site in order to demolish and re-construct an existing gas station and convenient store/restaurant. The California Department of Conservation, 2015 California Important Farmland Map, indicates that the site is designated Urban and Built-Up Land. Thus, there would be no impact to farmland designated Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. There is no Williamson Act contract associated with this property, therefore, no conflict with a Williamson Act contract would occur.

The site does not qualify as forest land under Public Resources Code section 12220(g) and timberland under Public Resources Code 4526. No physical changes are proposed that would directly impact forest/timber resources. Rezoning a portion of the site from A-2 to R-B would not increase the likelihood of conversion of forest land to non-forest use because the site is completely developed and devoid of any realistic timber resources.

III. **AIR QUALITY** – Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?				✓
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or State ambient air quality standard?			✓	
c. Expose sensitive receptors to substantial pollutant concentrations?		✓		
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			✓	

Impact: Less Than Significant with Mitigation

Bay Area Air Quality Management District CEQA Guidelines

Management of air quality in the San Francisco Bay Area Air Basin is the responsibility of the Bay Area Air Quality Management District (BAAQMD). The BAAQMD is responsible for bringing and/or maintaining air quality in the Basin within federal and state air quality standards. Specifically, the BAAQMD has the responsibility to monitor ambient air pollutant levels throughout the Basin and to develop and implement attainment strategies to ensure that future emissions would be within federal and state standards.

In April 1996 the BAAQMD prepared its *BAAQMD CEQA Guidelines* as a guidance document to provide lead government agencies, consultants, and project proponents with uniform procedures for assessing air quality impacts and preparing the air quality sections of environmental documents for projects subject to CEQA. The *Guidelines* were revised by the BAAQMD in May 2011 and again in 2017. This document describes the criteria that the BAAQMD uses when reviewing and commenting on the adequacy of environmental documents. The *Guidelines* recommend thresholds for use in determining whether projects would have significant adverse environmental impacts, identify methodologies for predicting project emissions and impacts, and identify measures that can be used to avoid or reduce air quality impacts. This Initial Study section was prepared in accordance with the principles outlined in the *Guidelines*.

Summary a-b: The project includes a GPA to change the current SH designation to CO and to rezone a portion of the site from A-2 to R-B. Although the CO and R-B designations allow certain land uses that are more intense than the uses allowed in the SH and A-2 designations, the likelihood of those uses being developed is extremely low because of the subject proximity to residential uses. It is far more reasonable to expect that the property will remain a gas station/convenient store/restaurant use as the capital investment to re-develop the site once established will be a considerable hurdle for future projects.

Even if the property were eventually developed with some of the more intense uses allowed in the CO and R-B designations (such as a contractor's yard), it is extremely unlikely that emissions would result in significant impacts. Table 6 of the *BAAQMD CEQA Guidelines* lists projects likely to generate potentially significant emissions of NO_x. Such projects include single-family residential developments of 320 units, supermarkets of 24,000 square feet, office parks of 210,000 square feet, and hotels containing 460 rooms. While Table 6 addresses only one of the criteria pollutants, the *Guidelines* state that Table 6 may be used to screen projects to determine the likelihood that the significance thresholds might be exceeded. As nothing of that scale could reasonably be expected to be developed at the subject property, the County has determined that even in the worst-case scenario, the proposed GPA and rezoning would not lead to production of significant amounts of criteria pollutants and thus the individual impact on air quality would be less-than-significant. Furthermore, a search for other projects in the immediate area resulted in no projects that could cumulatively result in a significant impact when considered with this project.

Summary c-d: Potential impacts to air quality which may affect sensitive receptors, or the general public would be from exhaust emissions from equipment related to pre-development improvements (e.g. demolition and grading), and the construction of the project, which would occur over a limited period of time. As mentioned above, the Bay Area Air Quality Management District (BAAQMD) is the agency responsible for maintaining federal and state air quality standards within the San Francisco Bay Area Air Basin. Exhaust emissions and particulate matter (such as those from demolition equipment) produced by construction activities are regarded by BAAQMD as less than significant if dust and particulate control measures are implemented. During the operational phase of the project, idling diesel trucks during re-fueling would emit toxic air pollution. Effective February 1, 2015, the California Air Resources Board, adopted the Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling (Measure). The purpose of the Measure is to reduce the exposure of the public to diesel emissions by limiting the idling of diesel-fueled commercial motor vehicles to no more than 5 minutes. The following air quality management mitigations will ensure that air quality standards are maintained during construction and operational activities related to the project.

Potential Impact (3 - 1): *Exhaust emissions and particulates produced by demolition and construction related to the project may cause exposure of the public or sensitive receptors to significant amounts of pollutants or objectionable odors.*

Mitigation Measure AIR-1: The following Bay Area Air Quality Management District, Basic Construction mitigation measures shall be implemented during project demolition and construction and shall be included on all construction plans:

a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.

b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

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. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

e. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).

f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).

g. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.

h. Replant vegetation in disturbed areas as quickly as possible.

i. All vehicle speeds on unpaved roads shall be limited to 15 mph.

j. 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.

k. 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 shall be provided for construction workers at all access points.

l. 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.

m. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

IV. <u>BIOLOGICAL RESOURCES</u> – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Dept. of Fish and Game or U.S. Fish & Wildlife Service?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Dept. of Fish and Game or U.S. Fish & Wildlife Service?				✓
c. Have a substantial adverse effect on federally protected wetlands (including but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?				✓
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?				✓

Impact: No Impact

Summary a-e: Each portion of the project site has been completely disturbed for many decades (covered with asphalt, etc.). No riparian, wetland or sensitive natural community is located on or near the project location. As explained in the project description above, the project is to expand uses that are currently located on the project site. No potential future uses could realistically be established under the proposed R-B zoning that would affect biological resources because none exist at this location. Therefore, the GPA, rezoning and project construction poses no realistic threat to biological resources.

Summary f: No Habitat Conservation Plan, Natural Community Conservation Plan, or other local, regional, or state habitat conservation plan has been approved or adopted for the project site or its vicinity.

V. CULTURAL RESOURCES – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?		✓		
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				✓
c. Disturb any human remains, including those interred outside of formal cemeteries?		✓		

Impact: Less Than Significant With Mitigation

Summary a-c: CEQA Guidelines Section 15064.5 defines historical resources as follows:

"a) For purposes of this section, the term "historical resources" shall include the following:

(1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4850 et seq.).

(2) A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

(3) Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (Pub. Res. Code, § 5024.1, Title 14 CCR, Section 4852) including the following:

(A) Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;

(B) Is associated with the lives of persons important in our past;

(C) Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or

(D) Has yielded, or may be likely to yield, information important in prehistory or history."

No historical resources are apparent onsite and no substantial excavation is expected as a result of the project. Therefore, there would be little potential to impact historical resources as a result of the proposed GP, rezoning and related construction. Nevertheless, the following mitigation will address the potential that unforeseen resources are discovered, thus, resulting in a less than significant impact for the project.

Potential Impact (5 - 1): *During the construction phases of the project, there is a potential to discover unexpected human remains or historic resources.*

Mitigation Measure CUL–1: Stop work and conduct an evaluation of accidental discovery of human remains or find.

Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined whether or not the remains are subject to the coroner's authority.

If human remains are encountered, work shall halt within 50-feet of the find and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to evaluate the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendent to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. All work shall be postponed until a qualified archaeologist has had an opportunity to evaluate any potential find.

VI. ENERGY – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓

Impact: Less Than Significant Impact

Summary a: The project includes demolition and rebuilding of a gas station, convenient store and restaurant. As part of the construction phase of the project, employees and/or contractors would be required to comply with the CalGreen/Construction and Demolition Debris Recovery Program. The program requires at least 65% by weight of job site debris to be recycled, reused, or otherwise diverted from landfill disposal. The end use of the project is similar to the current use, which will not significantly increase energy use. Compliance with CalGreen and the lack of substantial energy needs during construction or post-construction operation of the site suggests the project would have a less than significant impact regarding wasteful use of energy resources.

Summary b: The State of California has taken steps to increase the efficiency of vehicles and other construction equipment to provide more renewable energy. Legislation is routinely passed and codified to address climate change and clean energy production. Based on the fact that no new uses are proposed and construction equipment would be required to meet energy efficiency standards, there is no part of the proposed project that suggests it would impede any State or Local initiatives that are aimed at increasing renewable energy or efficiency. Therefore, the project would result in a less than significant impact.

VII. GEOLOGY AND SOILS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				

1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
2. Strong seismic ground shaking?				✓
3. Seismic-related ground failure, including liquefaction?				✓
4. Landslides?				✓
b. Result in substantial soil erosion or the loss of topsoil?				✓
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1998), creating substantial risks to life or property?				✓
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste disposal systems where sewers are not available for the disposal of wastewater?				✓
f. Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?				✓

Impact: None

Summary a-d: The subject site is not located near any known earthquake faults or steep topography. Changing the zoning from one district to another can't realistically be expected to expose people or structures to substantial adverse effects, including the risk of loss, injury, or death, involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslide. No significant physical elevation changes to the site are proposed. Therefore, no erosion or loss of topsoil would occur. Nevertheless, all future development would be required to pass the Building Inspection Division plan check process to obtain permits and would be required to address any issues of geologic concern.

Summary e: The site is currently serviced by existing sanitary infrastructure in the area. Therefore, there is no potential for impacts regarding soil's inability to support a waste disposal system.

Summary f: The County General Plan has identified areas where paleontological resources or unique geological features are present. The project site is not located in or near any of these areas.

Furthermore, the site has been developed for many decades which suggests that no resources will be found or disturbed as result of the expansion of the existing business on-site.

VIII. GREENHOUSE GAS EMISSIONS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				✓

Impact: Less Than Significant

Summary a: The BAAQMD has developed significance thresholds for greenhouse gas emissions as well as screening criteria to assist local agencies in determining whether a project could potentially exceed those thresholds. As the project does not include any elements that exceed those thresholds, it would be unrealistic to determine that this GPA and rezoning application could result in a potentially significant greenhouse gas emission impact.

Summary b: BAAQMD guidelines also consider a project less than significant if it is consistent an adopted qualified GHG Reduction Strategy. The County Climate Action Plan (CAP), adopted in December 2015, contains a GHG Reduction Strategy. The project does not conflict with any of the land use and planning policies in the CAP.

IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?		✓		
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		✓		
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?			✓	
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65862.5 and, as a result, would it create a significant hazard to the public or the environment?				✓

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓

Impact: Less Than Significant With Mitigation Incorporated

Summary a-d: The project site is located immediately adjacent to the Byron Highway, which is a well-traveled roadway. The project will expand an existing gas station from 2 pump stations to 6 on a site that has been developed with similar uses for decades. Therefore, it is expected that the project proponent will utilize existing underground storage tanks and related chemicals. Gasoline and diesel would be routinely transported to the site. Typically, gas station fuel systems consist of double wall fiberglass storage tanks. Fuel dispensers and underground piping would also be double walled and include a monitoring and automatic cutoff system. These detailed project elements are regulated by California codes which are typically more stringent that Federal standards. Given compliance with these standards, the project will represent minimal risk of exposure to the public within the immediate area. Implementation of the following mitigation measure would ensure that the routine use, transport, storage, and disposal of hazardous materials would not create a significant hazard to the public or the environment.

Potential Impact (8 – 1)*: Operation of the gas station and other related retail businesses will involve the routine delivery, storage and use of hazardous materials.*

Mitigation Measure HAZ–1: The project applicant/or owners and operators of businesses on the site shall obtain all required permits and follow all applicable County, State, and Federal regulations regarding the use, storage and disposal of hazardous materials and shall conduct their operations in compliance with such permits and regulations.

Summary e: The subject property is not located within an airport land use plan area.

Summary f: The proposed gas station project will be located completely within the boundaries of the subject property, and will not interfere with transport or access along any roadways or waterways that may be part of an emergency response or evacuation plan. The proposed project does not propose to remove or alter any existing structures that may be an element of any existing emergency response or evacuation plans. Lastly, the proposed project will not negatively impact any communications methods that may be used during an emergency situation.

Summary g: Figure 10-10 in the Safety Element of the County General Plan indicates that the subject site is within a "local responsibility area." Approval of the proposed rezone would not change the site's physical characteristics as they pertain to fire hazards, and would not result in substantial

intensification of land use. Any future development must meet the requirements of the local fire district. Nevertheless, the site does not contain vegetation which would contribute to risk of wildfire.

X. HYDROLOGY AND WATER QUALITY – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				✓
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			✓	
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				✓
i. Result in substantial erosion or siltation on- or off-site;			✓	
ii Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			✓	
.iii Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or				✓
iv. Impede or redirect flood flows?				✓
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				✓

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓

Impact: Less Than Significant

Summary a: In the San Francisco Bay Region, the Regional Water Quality Control Board (RWQCB) includes permit requirements for stormwater runoff under the National Pollution Discharge Elimination System (NPDES) program. The RWQCB regulates stormwater runoff from construction activities under the NPDES permit from the State Water Resources Control Board (SWRCB). The Contra Costa County Watershed Program administers the stormwater program for a project after it is constructed.

The RWQCB administers the NPDES stormwater-permitting program in the Bay Area. Under current regulations, construction activities of 1 acre or more are subject to the permitting requirements of the NPDES General Permit for Discharge of Stormwater Runoff Associated with Construction Activity (General Construction Permit). Since the project would involve 0.98 acres (plus roadway improvements) of construction activities, it may be subject to these regulations, subject to the review of the RWQCB. Typically, the project applicant must submit a Notice of Intent (NOI) to the SWRCB to be covered by the General Construction Permit prior to the beginning of construction. The General Construction Permit requires the preparation and implementation of a Stormwater Pollution Prevention Program (SWPPP).

The project applicant will be required to prepare a Storm Water Pollution Prevention Program (SWPPP) as part of the construction phase of the project. The SWPPP will include specifications for Best Management Practices (BMPs) to be implemented before, during and after project construction to control surface discharge and pollutants. Post construction drainage control will be managed by a system of sub drains, area drains, driveway culverts, and bio-retention/detention basins. These drainage control features are included as part of the Storm Water Control Program (SWCP) which has been reviewed by the Public Works Department. Routine maintenance of the basins/swales will generally involve maintaining unobstructed flow in the swale, preventing and repairing any erosion in the swale, and maintaining healthy vegetation in the swale. Typical routine maintenance will involve the following activities:

- Inspecting swales for erosion and exposure of soils, removal of accumulated sediment, and repair of exposed areas;

- Periodic inspection of subdrain pipes and driveway culverts beneath the swales for evidence of sediment accumulation or other flow obstructions. Removal of accumulated sediment or flow obstructions;

- Inspection and monitoring of soil at the bottom of the swale to maintain uniform percolation. If areas of the swales are not percolating within 48-hours after a storm, the soil would be tilled and replanted;

- Periodic examination of vegetation to ensure that it is healthy and dense enough to provide the required filtration and to prevent soil erosion within the swale. Mulch should be replenished, and any fallen leaves or debris should be removed from the swale. Routine

maintenance will also include mowing the vegetation, which should be limited to removing no more than 1/3 of the height of grasses. Irrigation would be performed so as not to be excessive, but to maintain healthy vegetation; and

- As part of vector control activities, any holes in the swale, or areas where water could pond for more than 48-hours, would be promptly backfilled or repaired. If any mosquito larvae are present and persistent, the Contra Costa Mosquito and Vector Control District would be contacted for information and advice. The use of larvicide and other pesticides would be kept to an absolute minimum and applied only when necessary by a licensed individual or contractor.

The selection, sizing, and preliminary design of the water treatment BMPs identified in the Stormwater Control Plan for the project will be required to meet the requirements of the Regional Water Quality Control Board Order R2-2003-022 as part of the plan's final review prior to initiation of the project.

Contra Costa County Standards and Waste Discharge Requirements. Contra Costa County has jurisdiction over discharge of storm-water runoff as well as drainage facilities within the boundaries of the project site. The Contra Costa County Clean Water Program is the local entity responsible for implementing compliance with the federal Clean Water Act to control stormwater pollution. The Program is comprised of Contra Costa County, 17 incorporated cities, and the Contra Costa County Flood Control and Water Conservation District. The Program complies with the Join Municipal NPDES permit issued by the San Francisco Bay and Central Valley RWQCBs. The permits mandate that participating municipalities implement their approved Stormwater management Plan. The program includes the implementation of BMPs that include construction controls (such as model grading ordinances), legal and regulatory approaches (such as stormwater ordinances), public education and industrial outreach (to encourage reduction of pollutants at various sources), public activities, wet weather monitoring, and special studies. All sotrmwater controls have been designed in accordance with Contra Costa County C.3 handbook guidelines. The project would not violate the provisions of the County's Clean Water Program.

Summary b: Groundwater supplies are verified and appropriately monitored by the County Health Services Department, Environmental Health Division. As part of permitting of the proposed project, the developer will need to obtain authorization from the Environmental Health Division prior to issuance of building permits for this project. This suggests that the project will not have an adverse effect on ground water supplies.

Summary c: Although a slight increase in rainwater runoff will be generated as a result of the project, the drainage patterns of the site and area in general will not be significantly altered. The Public Works Department, Engineering Services Division is responsible for review and approval of all drainage improvements for the project. As mentioned above, final drainage plans will need to be reviewed and approved prior to issuance of building permits for the project. Compliance with all applicable codes and regulations suggests that the project's potential to generate additional sources of polluted runoff or otherwise substantially degrade water quality would be negligible.

The project site is not located with a 100-year flood hazard area. However, the site is adjacent to a flood zone X area (an area expected to experience periodic flooding). Nevertheless, this project does include raising the base elevation of the site by two feet which will add further protection from the possibility that flooding would occur.

Summary d: Seiche and tsunami occur in larger bodies of water such as lakes and oceans. There is no threat to the subject site from seiche or tsunami because the types of water bodies where they occur do not exist in the vicinity.

Summary e: The County Health Services Department, Environmental Health Division has reviewed the project and did not raise any concerns that the project will be in conflict with any applicable plans related to groundwater recharge.

XI. LAND USE AND PLANNING – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?				✓
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✓

Impact: None

Summary a: The subject site is in an area that is comprised of a mix of commercial, residential and agricultural uses. Single-family homes are located to the east and sporadically along Byron Highway. Rezoning the southern parcel to a business district to improve an existing business would not compromise the character of the area or lead to a physical division of the established community.

Summary b: Nothing in the record suggests that the proposed project would conflict with plans, policies, or regulations adopted for the purpose of mitigating environmental impacts. As explained throughout this Initial Study, implementation of the project would result only in a change zoning and general plan designations so a dated business can be demolished and re-built with a new quality establishment for this portion of the County.

XII. MINERAL RESOURCES – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b. Result in the loss or availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓

Impact: None

Summary a-b: According to the Contra Costa County General Plan, there are no mineral resources in the vicinity of the project site.

XIII. NOISE – Would the project result in:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				✓
b. Generation of excessive groundborne vibration or groundborne noise levels?				✓
c. For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

Impact: None

Summary a: The General Plan specifies the normally accepted range of community noise exposure due to retail business developments. The subject site is currently within a higher noise contour due to the proximity of Byron Highway. Therefore, the range of potential uses due to the rezoning of the site will remain within the acceptable range of community noise exposure.

Summary b-c: The existing noise environment would not change as a result of the project and the uses allowed by the R-B zoning district. Furthermore, the zoning district restricts uses to those that do not create significant amounts of noise or vibration. The site is not located within an area covered by an airport land use plan.

XIV. POPULATION AND HOUSING – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✓
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓

Impact: None

Summary a: The proposed R-B zoning permits construction of one single-family residence by right. As the subject has been developed with a gas station and convenient store for decades, it is improbable that the site will be converted to residential use compared to its current retail business nature. Nevertheless, establishment of one residence and possibly one residential second unit on a legally created parcel would neither directly nor indirectly induce substantial population growth. Other uses permitted by the proposed zoning are commercial in nature and clearly would not induce substantial population growth.

Summary b: Two of the three subject parcels are occupied with retail business uses and therefore rezoning them clearly would not result in displacement of existing housing or people. The third parcel is vacant. Therefore, no people or current housing stock will be displaced due to the rezoning action.

XV. PUBLIC SERVICES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1. Fire protection?			✓	
2. Police protection?			✓	
3. Schools?				✓
4. Parks?				✓
5. Other public facilities?				✓

Impact: Less than significant

Summary a.1: The service standard for fire protection is based on distance. The General Plan states that new development must be located within 1.5 miles driving distance of a fire station or must be equipped with improvements, such as automatic sprinklers and in some cases water storage tanks, to enhance firefighting capabilities. The project will incorporate a water storage tank and sprinklers per the current Building Code. Rezoning the site would neither alter its distance to a fire station nor lessen the requirements for installation of fire suppression equipment.

Summary a.2-4: The service ratios for police protection, schools, and parks are based on population. As no substantial population growth would occur, there would be negligible, if any, impacts to these services.

Summary a.5: As the proposed rezoning would not result in substantial population growth, impacts to other public facilities such as hospitals and libraries would be insignificant.

XVI. RECREATION

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓

Impact: No impact

Summary a: As explained in Section XV above, implementation of the proposed project would not induce substantial population growth. Therefore, use of parks and recreational facilities would not increase, and their deterioration would not be accelerated.

Summary b: The proposed project does not include a proposal for new recreational facilities, and because it would not induce population growth, would not necessitate the expansion of existing facilities.

XVII. TRANSPORTATION/TRAFFIC – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?		✓		
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?			✓	
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				✓
d. Result in inadequate emergency access?				✓

Impact: Less Than Significant With Mitigation

Summary a: The project is to demolish and expand a gas station, restaurant and convenient store. Given these uses, the project is estimated to generate 100 or more AM and PM peak-hour trips, therefore, the applicant has contracted TJKM to prepare a Traffic Impact Analysis for the project – dated January 3, 2022 (supplemental Technical Memorandum dated January 6, 2023). The report

analyzed existing conditions, existing with project conditions, cumulative without project and cumulative with project conditions. Key intersections within the immediate area have been studied in preparation of the report, in part using traffic counts during, weekday AM and PM peak hour traffic volumes. According to the report, the project's passenger vehicle trip generation is approximately 1,348 daily trips (1,290 existing minus 2,518 proposed trips equals 1,348 new trips).

Pedestrians will access the site from Byron Highway and Camino Diablo via new sidewalks within a dedicated Right-of-way space along the site's frontage. These sidewalks will connect to existing striped crosswalks at these two intersections. The internal walkways are required to meet American with Disabilities Act standards and will be reviewed as part of the Plan Check Process for the project. On-site bicycle parking has also been identified within the project footprint and will encourage an alternative means of travel other than automotive vehicles.

Analysis Methods,

The operations of roadway facilities are described with the term level of service ("LOS", a qualitative description of traffic flow based on such factors as speed, travel time, delay, and freedom to maneuver). Six levels are defined from LOS A, as free-flow operating conditions, to LOS F, or the over-capacity operating conditions. LOS E represents "at-capacity" operations. When traffic volumes exceed intersection capacity, stop-and-go conditions result, and operations are designated as LOS F. Due to the addition of the project related traffic, the following mitigation measures once implemented will maintain acceptable levels of service.

Potential Impact (16-1): *Based on the impact criteria for intersection operations, the proposed project under Existing plus Project Conditions will increase the delay at the intersection of Holway Drive/Camino Diablo by 1.7 seconds resulting in a 40.3 second delay (LOS E).*

Mitigation Measure TRAFFIC-1: At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection.

Installation of the signal light would result improved LOS performance at this intersection, reducing the impact at this intersection to less-than-significant levels.

Summary b: TJKM conducted a VMT (Vehicle Miles Traveled) analysis for the proposed project. The project consists of a 3,368 square foot convenience store, 1,145 square foot restaurant and 6 gasoline pumps. Using the Southern California Association of Governments (SCAG) Employment Density Report, the convenience store will have 500 square feet per employee while the restaurant will have 300 square feet per employee. Thus, the project contains a total of 10 employees. For VMT analysis, Contra Costa County Transportation Analysis Guidelines (6/23/20, page 14) recommends that the estimated VMT for a proposed project be obtained by either:

- Utilizing existing average trip length and VMT data of similar TAZ that contains similar mixes of land uses, or;
- Inserting the proposed project into the CCTA Model. Using the CCTA Model to determine both trip generation and trip lengths allows consistent analysis methodology (basically insert the Byron Gas Station into the CCTA Model and let the Model determine trips and VMT).

For the proposed Byron Gas Station Project, the second of the above approaches is used.

CCTA guidance (CCTA Technical Memorandum, 7/1/2020) on VMT analysis for non-regional projects require a base year condition model run along with baseline plus project model run to extract total VMT data for the region that the project is located in. TJKM ran the model with the project inserted into the base year land use and found that the project results in a net decrease in total VMT for the unincorporated Contra Costa County region. Thus, the project is found to have an less than significant impact on VMT in both base year and cumulative year 2040.

Summary c: Design features proposed with the project include site improvements such as grading, repairs, and new connections to public roadways. These improvements have been reviewed by the appropriate County agencies at the time of application and have been deemed preliminarily complete. Additional reviews will be conducted of final building permits to ensure compliance with established standards to prevent the construction of improvements which may cause safety hazards.

Summary d: The project has been reviewed by the Contra Costa County Fire Protection District. The District determined that the project substantially complies with applicable codes and regulations. Nevertheless, the project proponent will have to submit final improvement plans to the District for review and approval prior to obtaining building permits for the project. Therefore, no inadequate emergency access will be created as part of the project.

XVIII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:		✓		

i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code Section 5020.1 (k), or		✓		
ii A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.		✓		

Impact: Less Than Significant with Mitigation Incorporated

Summary a-(i-ii): The expected construction and grading could cause ground disturbance which may impact heretofore undocumented cultural resources. However, with implementation of Mitigation Measure CUL-1 impacts to tribal cultural resources would be reduced to less than significant.

XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?				✓
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				✓
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing comments?				✓
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impare the attainment of solid waste reduction goals?				✓
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓

Impact: None

Summary a-c: Potable water is provided by an on-site well that has been producing for decades. No evidence has been provided to suggest potable water will not be available to the project site in the future. The sewage collection system would transport wastewater from the project site to a Byron Sanitary District facility for treatment. The onsite waste piping system is required to comply with all applicable requirements established by the District. District staff has returned comments indicating that permits are required for the project which suggests that capacity exists in the system to accommodate the project. Therefore, the project related wastewater is not expected to exceed wastewater treatment requirements.

Summary d-e: The proposed project will be served by the Republic Services' network of collection services, recycling, transfer stations, and landfills. As such, capacity exists within the local landfill system to accommodate the proposed project.

XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?				✓
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby, expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓

Impact: No Impact

Summary a-d: The project site is located within a "Urban Unzoned" Fire Hazard Severity Zone in a Local Responsibility Area under the California Department of Forestry and Fire Protection (Cal Fire) Zone Map. This zone represents minimal fire safety hazard risks. Nevertheless, the site currently has electrical power and provisions for emergency water supply. The installation and maintenance of sidewalks, driveway curbs and drainage improvements will not add a fire risk to the site. The project will demonstrate compliance with all applicable fire safety regulations as part of the building permit plan check process. Therefore, the project represents a less than significant impact.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			✓	
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of other current projects, and the effects of probable future projects)?		✓		
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✓	

Impact: LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

Summary a - Less Than Significant With Mitigation Incorporated: The combination of type and location of the proposed project creates a scenario where there is minimal potential for adverse impacts to plant/animal communities, examples of California history, or environment in general. However, the construction phase of the project may have impacts on unforeseen cultural resources yet to be discovered and air quality. To mitigate those potential impacts, mitigation measures have been incorporated into this project that once implemented will reduce potential impacts to less than significant levels. Once constructed, the proposed gas station, restaurant and convenient store will primarily require electrical power for operation and will not produce significant amounts of hazardous waste as a byproduct of its operation.

Summary b - Less Than Significant With Mitigation Incorporated: Construction of the proposed project and associated parking and drainage improvements will not significantly alter the environmental characteristics of the site. The project includes a gas station, restaurant and convenient store which has been addressed in the Traffic Impact Analysis for this proposal. Nevertheless, staff is not aware of any significant projects within the general area that will cumulatively create a scenario where intersection LOS service levels will degrade beyond the conditions described within this evaluation. Therefore, the worst-case scenarios have been evaluated and mitigations have been included as part of this document, that once implemented will reduce any potential impacts to less than significant levels. Therefore, the project as mitigated, would have a less than significant cumulative effect on the environment.

Summary c: The proposed gas station, restaurant, and convenient store will primarily serve local residents and customers that my pass by this location as part of daily activities. Compliance with all local, State, and Federal regulations suggests that the project will pose a less than significant risk to patrons or nearby residents. As of the date of this initial study, staff is unaware of any studies or other reports that have been issued that indicate the project will result in a hazard to humans.

Mitigation Monitoring and Reporting Program
County File #CDGP10-00003, CDRZ13-03222 and CDLP/DP13-02025

"Byron Corners"
15031 Byron Highway
Byron, CA 95514

April 2023

SECTION 3: AIR QUALITY	
Impact AIR-1: Exhaust emissions and particulates produced by demolition and construction related to the project may cause exposure of the public or sensitive receptors to significant amounts of pollutants or objectionable odors.	
Mitigation Measure AIR-1: The following Bay Area Air Quality Management District, Basic Construction mitigation measures shall be implemented during project demolition and construction and shall be included on all construction plans: a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 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. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites. e. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more). f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.). g. Install sandbags or other erosion control measures to prevent silt runoff to public roadways. h. Replant vegetation in disturbed areas as quickly as possible. i. All vehicle speeds on unpaved roads shall be limited to 15 mph. j. 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. k. 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 shall be provided for construction workers at all access points. l. 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. m. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.	
Implementing Action:	COA

Timing of Verification:	Prior to and during construction.
Responsible Department, Agency, or Party:	Project proponent and CDD.
Compliance Verification:	Include on construction plan set for CDD review.

SECTION 5: CULTURAL RESOURCES

Impact CUL-1: During the construction phases of the project, there is a potential to discover unexpected human remains or historic resources.

Mitigation Measure CUL-1: Stop work and conduct an evaluation of accidental discovery of human remains or find.

Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined whether or not the remains are subject to the coroner's authority.

If human remains are encountered, work shall halt within 50-feet of the find and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to evaluate the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendent to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. All work shall be postponed until a qualified archaeologist has had an opportunity to evaluate any potential find.

Implementing Action:	COA
Timing of Verification:	During initial review of construction plan sets and throughout project.
Responsible Department, Agency, or Party:	Project proponent and CDD.
Compliance Verification:	Include on construction plan set and submittal of archaeologist report in the event of a find, for CDD review.

SECTION 9: HAZARDS AND HAZARDOUS MATERIALS

Impact HAZ-1: Operation of the gas station and other related retail businesses will involve the routine delivery, storage and use of hazardous materials.

Mitigation Measure HAZ-1: The project applicant/or owners and operators of businesses on the site shall obtain all required permits and follow all applicable County, State, and Federal regulations regarding the use, storage and disposal of hazardous materials and shall conduct their operations in compliance with such permits and regulations.	
Implementing Action:	COA
Timing of Verification:	Prior to initiation of use and during operations.
Responsible Department, Agency, or Party:	Applicant and operator.
Compliance Verification:	Applicant obtaining necessary permits.
SECTION 16: TRANSPORTATION	
Impact Trans-1 Based on the impact criteria for intersection operations, the proposed project under Existing plus Project Conditions will increase the delay at the intersection of Holway Drive/Camino Diablo by 1.7 seconds resulting in a 40.1 second delay (LOS E).	
Mitigation Measure TRAFFIC-1: At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection.	
Implementing Action:	COA
Timing of Verification:	Prior to requesting final building permit inspection.
Responsible Department, Agency, or Party:	Project proponent and CDD.
Compliance Verification:	Submittal of evidence that payment has been made.
SECTION 18: TRIBAL CULTURAL RESOURCES	
Impact TRIBAL CUL-1: The expected construction and grading could cause ground disturbance which may impact heretofore undocumented cultural resources. However, with implementation of Mitigation Measure CUL-1 impacts to tribal cultural resources would be reduced to less than significant.	
See **Mitigation Measure CUL-1**.	

Department of Conservation and Development

County Planning Commission

Wednesday, April 10, 2024 – 6:30 P.M.

STAFF REPORT **Agenda Item #____**

Project Title:	Byron Corners General Plan Amendment, Rezone and Development Plan to Reconstruct a Gas Station and Retail Building
County File(s):	CDGP10-00003, CDRZ13-03222, and CDLP/DP13-02025
Applicant:	Continental Development Consultants
Owner:	Jasvir Singh
Zoning:	A-2 General Agricultural District (A-2) and R-B Retail Business District (R-B)
General Plan:	Single-Family Residential-High Density (SH)
Site Address/Location:	15031 Byron Highway, Byron/APN'S: 002-140-010, 025 and 027.
California Environmental Quality Act (CEQA) Status:	Per California Code of Regulations Section 15070 an Initial Study has been prepared for the project.
Project Planner:	Francisco Avila, Principal Planner (925) 655-2866
Staff Recommendation:	Adopt a motion recommending that the Board of Supervisors approve the project.

I. PROJECT SUMMARY

The applicant is requesting approval of a General Plan Amendment (GPA) designating the subject property Commercial (C) from Single-Family Residential-High (SH), Rezoning the property to Retail-Business (R-B) from A-2 General Agricultural (A-2) and approval of a Land Use Permit/Development Plan Combination to demolish an existing gas pump canopy (4 dispensers), convenience store and small restaurant to construct a new gas pump canopy (12 dispensers),

convenience store and restaurant. A variance for a free-standing sign within the front setback (2 feet proposed, 10 feet required) and two exceptions to Title 9 (914-2.004 "collect and convey" and 914-12.010 "maintenance") are being requested. The project also includes a Type 21 Alcohol Sales License – Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold) and 1,927 cubic yards of total grading which will raise the site elevation of the property by approximately 2 feet.

II. RECOMMENDATION

Staff recommends that the County Planning Commission:

1. OPEN the public hearing on the Byron Corners Project, RECEIVE testimony, and CLOSE the public hearing.
2. ADOPT a motion recommending that the Board of Supervisors:
    1. FIND that on the basis of the whole record before the County that there is no substantial evidence the project will have a significant effect on the environment and that the April 19, 2023, Mitigated Negative Declaration prepared for the project reflects the County's independent judgment and analysis;
    2. ADOPT the April 19, 2023, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program prepared for the project;
    3. APPROVE the General Plan Amendment of the entire site from Single-Family Residential-High Density to Commercial.
    4. APPROVE the Rezoning of Assessor Parcel Numbers: 002-140-025 and 027 from A-2 General Agricultural District to R-B Retail Business District.
    5. APPROVE the Land Use Permit/Development Plan for the Project (County File #CDLP/DP13-02025).
    6. APPROVE the findings in support of the Project.
    7. APPROVE the Project conditions of approval.
    8. DIRECT the Department of Conservation and Development to file a CEQA Notice of Determination with the County Clerk.

9. SPECIFY that the Department of Conservation and Development, located at 30 Muir Street, Martinez, California, is the custodian of the documents and other material that constitutes the record of proceedings upon which the decision of the Board of Supervisors is based.

III. BACKGROUND

The subject gas station and convenience store have been in operation since the 1980's and no longer complies with current codes and design standards, therefore the applicant is seeking approval to demolish all improvements and construct a new larger gas station and convenience store/restaurant. As the General Plan designation for the site is Single-Family Residential High-Density (SH), a General Plan Amendment from SH to Commercial is necessary. The site also has two different zoning designations, A-2 General Agricultural District and R-B Retail Business. Thus, the project also includes a rezoning request to change the A-2 portion of the site to R-B for overall consistency with the required zoning and planned Commercial General Plan designation.

In March of 2011 the Board of Supervisors approved General Plan Amendment Feasibility request CDGP10-00003 allowing the County review process to proceed for the project. As a result, the applicant submitted the necessary rezoning and land use permit/development plan combination applications in January of 2013. While under review, in 2014 the applicant acquired an adjacent property and re-designed the project to include additional gas pump dispensers and a larger convenience store/restaurant. Since that time, the project has stalled for periods of time, however, at this time, the applicant has provided all necessary plans and reports in order to complete the environmental review and support the project.

IV. GENERAL INFORMATION

A. General Plan: The site currently has a General Plan land use designation of Single-Family Residential-High Density (SH). This land use designation allows a density of 5.0 and 7.2 single family units per net acre. Primary land uses which are permitted in this designation include single-family homes and accessory structures, as well as, small residential care and childcare facilities, churches, and other similar places of worship.

B. Zoning: The site has dual zoning of A-2 General Agricultural District (A-2) and R-B Retail Business District (R-B). The A-2 zoning district requires a 5-acre minimum parcel size and the R-B zoning district requires a minimum of 3,500-square-feet in area. The A-2 General Agricultural District is intended to provide areas primarily for the commercial production of food and fiber and other compatible uses. The R-B Retail Business District is intended to provide areas consisting of service orientated activities such as, convenience stores, contractor's yards, and various shops, given that the activity does not create significant amounts of odors, dust, or smoke.

C. Environmental Review: A Mitigated Negative Declaration (MND) (attached) was prepared for the project. The MND identified several potentially significant environmental impacts, however, mitigations were identified which lessen the impacts to less than significant. The public review and comment period for the MND extended from April 19, 2023, to May 19, 2023. Several comments were received during the comment period and are discussed in Section IX.

D. Previous Applications:

1. BIDA11-00315: A County issued "Deemed Approved" status for the alcohol sales at the premises in 2011.

2. BICO-0000143128: A tenant improvement to add a convenient store. This permit was issued in 1988.

3. LP2138-86: A land use permit to construct and operate a gas station. The Board of Supervisors approved the project on May 5, 1987.

4. LP2038-79: This land use application included a 4-unit apartment building which was denied by the Zoning Administrator on October 29, 1979.

V. SITE/AREA DESCRIPTION

The subject site consists of three irregularly shaped parcels (Assessor's Parcel Numbers: 002-140-010, 025 and 027) located in a rural area of Byron. The northern portion of the site is developed with a gas station, convenience store and small restaurant. Access to the gas station is achieved via two driveways, one directly adjacent to Byron Highway and the other on Camino Diablo. The southern portion of the site is developed with a single-family residence. Parcels in the vicinity range in size from 0.30-acre residential sites, to over 100-acre agricultural operations. Other

zoning districts in the immediate vicinity are A-2 General Agricultural District, R-6 Single-Family Residential District, and General Commercial. The Union Pacific Railroad Company owns and operates a railroad directly to the west of the site.

VI. PROJECT DESCRIPTION

The applicant is requesting approval of a General Plan Amendment (GPA), rezoning and land use permit/development plan combination to allow for the following:

1. GPA from Single-Family Residential-High Density (SH) to Commercial (CO),
2. Rezoning of Assessor's Parcel Numbers: 002-140-025 and 027 from A-2 General Agricultural District (A-2) to Retail Business District (R-B),
3. Land Use Permit/Development Plan combination,
4. Demolition of a 908 square-foot existing gas pump canopy,
5. Demolition of a 2,180 square-foot convenient store,
6. Construction of a new 4, 652 square-foot gas pump canopy,
7. Construction of a new 3,713 square-foot convenient store,
8. Construction of a new 1,145 square-foot retail space to be used as a restaurant,
9. Type 21 Alcohol Sales License – Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold), and
10. Variance for a free-standing sign within the front setback (2 feet proposed, 10 feet required).

The project will also include 23 off-street parking spaces (plus 12 spaces at pump dispensers for 35 total), 2 Americans with Disabilities Act compliant spaces and 3 Electric Vehicle spaces, 12 new gas pump dispensers, a 54 square-foot monument sign, access improvements, drainage improvements, and landscaping. Site preparation will consist of 1,927 cubic yards of total grading (246 cubic yards of cut, and 1681 cubic yards of import) which will result in raising the elevation of the property by approximately 2 feet. One existing water well will be decommissioned and relocated on the southeastern portion of the site.

Two exception requests have been submitted. The first is to Section 914-2.004 of the County Ordinance which requires that all storm water originating on the project site be collected and conveyed to an existing adequate storm drainage system which conveys the storm water to an adequate natural watercourse. The second is to Section 914-12.010 which requires maintenance of a detention basin facility through either an existing public maintenance entity or by the creation of a public maintenance entity.

VII. AGENCY COMMENTS

A. Department of Conservation and Development, Alcohol Planner: In an Agency Comment Request Form dated June 15, 2023, staff indicated that the project complies with the Alcoholic Beverage Sales ordinance.

B. Department of Conservation and Development, Building Inspection Division (BI): BI staff returned an Agency Comment Request dated July 7, 2017, indicating that the project must comply with the current building codes.

C. Department of Conservation and Development, Advanced Planning Section: Advanced Planning staff provided the necessary General Plan Amendment findings in an email dated June 8, 2023.

D. Department of Conservation and Development, Transportation Planning Section: In a correspondence dated January 6, 2022, staff indicated that the Traffic Impact Study prepared for the project is acceptable.

E. Application and Permit Center Floodplain Technician: In a returned Agency Comment Request form dated June 22, 2017, staff indicated that the project site is located in Flood Zone X, therefore no floodplain permit will be required for the project.

F. Public Works Department, Engineering Services: In a memorandum dated December 5, 2023, staff provided their recommended conditions of approval for the project.

G. Contra Costa Health Services, Department of Environmental Health: In a letter dated June 30, 2017, staff indicated that the project sponsor must obtain all necessary permits to decommission and drill new wells on the property.

H. Contra Costa Health Services, Hazardous Materials: In a correspondence dated June 26, 2017, staff indicated that the applicant must obtain a permit from County Hazard Material Programs.

I. Contra Costa County, Fire Protection District: In a letter dated January 24, 2017, staff indicated that the project must comply with all applicable codes and regulations.

J. Byron Sanitary District: In a returned Agency Comment Request form dated June 19, 2017, staff indicated that the applicant is required to comply with all ordinances, including applying for a wastewater discharge permit.

K. Byron Municipal Advisory Council (BMAC): The BMAC considered the application at their June 27, 2017, meeting, and unanimously recommended approval of the project.

L. Chevron: In a correspondence dated April 23, 2013, Chevron staff indicated that two historical pipelines are located within the project vicinity and should be considered when implementing the project. A map was attached to the correspondence detailing the location of the pipelines which are outside of the project boundaries across Byron Highway.

VIII. STAFF ANALYSIS

General Plan Amendment

The site currently has a General Plan land use designation of Single-Family Residential-High Density (SH). This land use designation anticipates single-family homes and accessory structures, as well as, small residential care and childcare facilities, churches, and other similar places of worship.

The project aims to change the current SH General Plan designation to Commercial (CO). The CO designation allows for a broad range of commercial uses typically found in smaller-scale neighborhood, community, and thoroughfare commercial districts. Gas stations, convenient stores and restaurants fit into this category of smaller-scale neighborhood uses that are allowed. The following development standards apply to uses in this designation:

1. Maximum site coverage: 40 percent (28 percent proposed)
2. Maximum building height: 35 feet (22 feet proposed)
3. Maximum floor area ratio: 1.0 (0.28 proposed)
4. Average employees per gross acre: 160 employees (less than 10 employees)

As proposed, the proposed gas station, convenient store and restaurant complies with the development standards as described above.

Rezone

The project site consists of three parcels. The northern most parcel (APN: 002-140-010) is currently developed with a gas station, convenience store and restaurant. The zoning for this parcel is R-B Retail Business (R-B) and does not require a re-zoning. As the project includes the demolition of all improvements and construction of an

expanded gas station, convenience store and restaurant. The two southern parcels (APN's: 002-140-025 and 027) will need to be re-zoned from A-2 General Agricultural District (A-2) to R-B.

Table 3-5 of the 2005-2020 County General Plan outlines which specific zoning districts are consistent with each General Plan designation. As indicated within that table, the General Plan designation of CO is consistent with the R-B zoning district. Furthermore, as the project site is located immediately adjacent to the Byron Highway, which is a heavily traveled roadway and within close proximity to established commercial, agricultural and residential neighborhoods the rezoning to allow an expansion of the existing retail uses is justified.

Comparison of Existing and Proposed Zoning Designations

Table 1. below provides a comparison of the development standards of each district.

Table 1. Zoning Comparison Between A-2 and R-B,

Topic	A-2	R-B	R-B, More or Less Restrictive
Minimum Lot Area	5-acres	3,500 sq.ft.	More
Average Width	250 feet	35 feet	More
Lot Depth	200 feet	None	Less
Side Yards	40-foot aggregate 20-foot min. side	None	Less
Front Setback	25 feet primary 20 feet secondary	10 ft. from road/hwy	More
Rear Yard	15 feet	None	Less
Building Height Max	2.5 stories or 35 feet	50 ft.	Less
Land Use Permit/ Development Plan Req'd	LUP req.	DP req.	Same
Lot Coverage	None	None	Same

Parking	County Off-street Parking Ordinance would Apply.	County Off-Street Parking Ordinance would apply.	Same
Variances Allowed?	Yes	Yes	Same

Source: Title 8 Zoning Code

The Retail Business zoning district requires approval of a discretionary application prior to developing a particular site. It is that review process that allows County decision makers and the public alike (public comment/appeal process) to determine what uses are appropriate for the subject site.

Examples of uses allowed with discretionary review in the R-B district are:

1. *Lumber yard, cabinet shop, sheet metal shop;*
2. *Animal hospital, commercial dog kennel, hobby dog kennel;*
3. *Auto garage, contractor's yard;*
4. *Residential apartment units;*
5. *A manufacturing research use within an enclosed building;*
6. *Single room occupancy facilities; and*
7. *Commercial cannabis activities.*

Both zoning districts allow neighborhood service-oriented businesses, however, the A-2 district does not provide the flexibility needed to establish a modern commercial gas station/restaurant/convenient store that will serve the immediate Byron community. Although the proposed R-B district allows uses which tend to be more intense, the subject property will essentially contain the same current uses. Any proposed future use other than what is currently proposed , would require approval from the County and must undergo its own environmental review. For those reasons it is unlikely that a major change in use other than retail would be considered for this site. Nevertheless, the primary land uses in the R-B district are generally community orientated services such as dry cleaners, restaurants and other residentially compatible uses.

Nevertheless, gas stations typically store and transport large volumes of fuel which is highly combustible. There are risks associated with permitting these types of uses in any portion of the County. However, the industry is heavily regulated, and transport of any fuel will be routed through Byron Highway which is away from the residential community to the east. Moreover, all existing underground storage tanks

for gas and diesel will remain in their current location which will limit site disturbance. Given that California codes are typically more stringent than Federal standards, the project will represent a minimal risk of exposure to the public and overall is considered a benefit to an area that is lacking in community services.

IX. ENVIRONMENTAL REVIEW

In accordance with the state *Guidelines for Implementation of the California Environmental Quality Act (CEQA),* an initial study was prepared to determine potential environmental impacts of the proposed project. The initial study identified potentially significant impacts in the environmental areas of air quality, cultural resources, hazards/hazardous materials, transportation/traffic, and tribal cultural resources. Upon completion of the initial study, it was determined that mitigation measures could be incorporated into the project that would reduce project impacts to a less than significant level.

The Initial Study and Notice of Public Review and Notice of Intent to Adopt a Mitigated Negative Declaration was posted with the County Recorder and circulated for public review on April 19, 2023. The final day for providing comments on the adequacy of the initial study was May 19, 2023. Three emails from immediate neighbors and one letter from an attorney on behalf of a neighbor were received during the comment period. The collective areas of concern are: traffic, drainage, and property management (trash/loitering etc.). The comments and staff responses are as follows:

1. Area of Concern - Traffic: Neighbors are concerned that the project will add an unacceptable amount of new traffic which will exacerbate existing congestion at this location.

   Staff Response: The driveway's current position on Byron Highway is extremely close to the intersection, leading to significant congestion and interruptions in traffic flow. To alleviate this concern, the project proposes to shift the driveway approximately 100 feet south (away from the intersection) from its present location. This strategic relocation is designed to diminish congestion and facilitate more efficient truck movements within the site without hindering the regular traffic flow.

   The project also includes 35 total off-street parking spaces compared to the current 8 spaces available. This amount of parking is compliant with zoning regulations and should alleviate the need for patrons and vendors to park within adjacent streets. These assumptions were confirmed within the traffic

study prepared for the project which was reviewed and determined acceptable by the DCD Traffic Division staff and the Department of Public Works Engineering Services Division. Additionally, COA #22, requires the project proponent to pay a fair-share towards the construction of a traffic signal at the Holway Drive/Camino Diablo intersection, which will further optimize the area's traffic circulation. Therefore, as proposed, the project will enhance on-site circulation, provide better driveway alignment and include ample off-street parking that will generally improve traffic related issues at the site and area in general.

2. Area of Concern - Drainage: Neighbors are concerned that the project will worsen localized flooding by adding increased impervious surfaces and that the hazardous materials associated with the refueling may be transported in stormwater runoff.

   Staff Response: The entire site's drainage is required to be addressed as part of the project design. As such, the proposal includes landscaping, a retention pond and porous asphalt which will encompass 30% of the site. Currently, approximately a third of the runoff from parcel-2 (APN #002-140-025) – situated behind the gas station – drains onto Byron Highway and then into a ditch at the eastern end of the site. In contrast, the post-development strategy channels the runoff from both parcels 2 and 3 (APN #002-140-027) to an on-site detention pond first, before draining into the ditch. This modification will result in flow rate reductions of 0.158 cubic feet per second (cfs) (10yr-3hr storm) and 0.273cfs (100yr-3hr storm) between the pre and post-development phases. The Department of Public Works, Engineering Services Division has reviewed the drainage plans for the project and deemed them satisfactory.

   In terms of water quality, the areas where vehicles park and refuel will be graded such that water will be effectively directed away. Notably, the new design elevates this zone by approximately 2.5 ft compared to its current position. While the existing fuel dispensing area is below the roadway centerline, the proposal places it above, reducing potential contact with rainwater runoff and virtually eliminating flood risks. The large canopy overhang which covers the fueling area will provide additional protection. Additionally, the project's design has an integrated bio-retention system to filter out trash and other contaminants from the rainwater runoff prior to being released downstream. On-site stormwater gates will further capture debris, ensuring the maintenance of water quality standards. All of these

design elements are considered improvements to the site's drainage system compared to the existing conditions of the site which was developed many years ago.

3. Area of Concern – Sewer System and Trash: Neighbors are concerned that the project will place additional strain on the existing sewer system, exacerbate public loitering, and contribute to more trash migrating from this site to the nearby drainage ditch.

   Staff Response: The project will include an on-site grease interceptor that will reduce the burden on the existing sewer system. By releasing "cleaner water" into the system, functionality of the sewer should improve compared to existing conditions. Issues related to waste management will be fully controlled by construction of a 130 sq.ft. trash enclosure, on-site trash receptacles will be placed between fuel dispensers and inside buildings, as well as, restrooms. With this approach, trash collection and management should result in very little to no trash migrating off-site into the neighborhood or nearby drainage ditch. Overall, the project will provide a quality fuel and eating option to this area where historically few improvements have occurred. It is expected that public loitering will be curbed once construction of the family orientated restaurant is completed.

X. TRAFFIC/OFF-STREET PARKING

The project is to demolish and expand a gas station, restaurant and convenience store. Given these uses, the project is estimated to generate 100 or more AM and PM peak-hour trips, therefore, the applicant has contracted TJKM to prepare a Traffic Impact Analysis (TIA) for the project – dated January 3, 2022 (supplemental Technical Memorandum dated January 6, 2023). The report analyzed existing conditions, existing with project conditions, cumulative without project and cumulative with project conditions. Key intersections within the immediate area have been studied in preparation of the report, in part using traffic counts during, weekday AM and PM peak hour traffic volumes. According to the report, the project's passenger vehicle trip generation is approximately 1,348 daily trips (1,290 existing minus 2,518 total proposed trips equals 1,348 new trips).

The operation of roadway facilities are described with the term level of service (LOS, a qualitative description of traffic flow based on such factors as speed, travel time, delay, and freedom to maneuver). Six levels are defined from LOS A, as free-flowing operating conditions, to LOS F, or the over-capacity operating conditions. LOS E represents "at-capacity" operations. When traffic volumes exceed intersection

capacity, stop-and-go conditions result, and operations are designated as LOS F. Due to the addition of the project related traffic, the delay at the intersection of Holway Drive/Camino Diablo will increase by 1.7 seconds resulting in a 40.3 second delay (LOS E).

The following mitigation measure once implemented will maintain acceptable levels of service: "*At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection".* Installation of the signal light would result in improved LOS performance, reducing the impact to less-than-significant.

Pedestrians will access the site from Byron Highway and Camino Diablo via new sidewalks within a dedicated Right-of-Way space along the site's frontage. These sidewalks will connect to existing striped crosswalks at this intersection. The project's internal walkways are required to meet American with Disabilities Act standards and will be reviewed as part of the Building Permit Plan Check Process for the project. On-site bicycle parking has also been identified within the project footprint and will encourage an alternative means of travel other than automotive vehicles.

OFF-STREET PARKING

The project includes 35 off-street parking spaces. This amount of parking will adequately accommodate all patrons and vendors visiting the site. Compared to the current 8 spaces provided, the 35 spaces will eliminate the need for customers to park on adjacent streets. The project's compliance with Chapter 82-16 Off-Street Parking, is demonstrated within the table below:

	Minimum Required	Proposed
Gas Station/Convenient Store:	0.9 per pump x 12 = 11	11
Retail Store:	1 per 300 SF/3,542=12	12
Restaurant:	1 per 100 SF/1,151=12	12
TOTAL REQUIRED	35	35

Of the 35 total parking spaces provided, 2 will be Americans with Disabilities Act (ADA) compliant. Additionally, 2 spaces will incorporate electric vehicle charging stations. Lastly, to promote alternative modes of transportation, 4 short-term bicycle spaces will be provided on racks and 4 long-term bicycle spaces will be provided via lockers. The project's design has been reviewed by all County responsible agencies

which determined that the project complies with applicable codes and regulations. Nevertheless, the project proponent will have to submit final improvement plans to each agency for review and approval prior to issuance of building permits. Therefore, the project is not expected to create any parking related issues or hazards to pedestrians/vehicles.

XI. DRAINAGE/EXCEPTION REQUEST

The proposed development introduces new impervious surface areas which alters the existing drainage patterns on the site and drainage facilities downstream. The grading and drainage plan contours show the northern parcel (APN: 002-140-010) will generally drain towards the proposed landscaping and bioretention basin. Runoff will then flow into the stormwater infrastructure of Camino Diablo towards the northern segment of an earthen ditch east of the property that flows into Frisk Creek. The two southern parcels (APN's: 002-140-025 & 027) are shown to drain into a proposed bioretention basin that outflows into the south portion of the eastern earthen ditch. The County Public Works Department has reviewed the project and the preliminary Storm Water Control Plan for the project and deemed it preliminarily complete.

According to the Public Works Department, there have been reports in the past of the drainage ditch east of the project site causing flooding. The Stormwater Control Plan for the project indicates that overall flow rates into the ditch will be reduced during storm events due to the installation of the bioretention basins which meters flows. Furthermore, Section 914-2.004 of the County Ordinance requires that all storm water originating on the project site be collected and conveyed to an existing adequate storm drainage system which conveys the storm water to an adequate natural watercourse. The drainage study for this project verifies that compliance with section 914-2.004 can't be met, because the earthen ditch and all downstream facilities are privately owned by private parties and are shown to be inadequate (thus, improvements are not at the discretion of the developer). Therefore, the applicant has submitted a request for an exception.

Additionally, Section 914-12.010 requires maintenance of a detention basin facility through either an existing public maintenance entity or by the creation of a public maintenance entity. Given the relatively small size of the detention basin at 1,850 cu.ft., an exception to this section can be supported for the private maintenance of the proposed detention basin. Public Works has supported each exception request, and provided recommended conditions of approval that will ensure compliance with federal pollutant discharge and county storm water management regulations. The following Findings are in support of the exception requests:

Finding #1 – That there are unusual circumstances or conditions affecting the property. The existing drainage ditch hydraulic analysis indicates that the system collecting & conveying pre-development storm water 10-yr flows is inadequate. This is because the ditch traverses several private properties and with multiple culverts of unknown sizes and hydraulic properties. Any improvements to the on-site portion of the channel will not improve the channel's capacity as the further downstream flows remain constrained. So, the existing overall drainage system will continue to remain inadequate. The use of a private detention basin is necessary to make certain that the post development flows don't exceed predevelopment flows which will alleviate the inadequacy of the natural water course (drainage ditch).

Finding #2 – That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant. Site design parameters for retaining post-development onsite flows are fully utilized in the form of a private detention basin. These flows have to be collected and conveyed into existing public storm drainage, so that the applicant can exercise the right to develop the business to remain & compete with the growing market, in compliance with Contra Costa County municipal code as well as California Building Code. The exception is required to preserve substantial property rights of the property owner for the betterment of the property.

Finding #3 – That the granting of exception will not be materially detrimental to the public welfare or injurious to other property in the territory, in which the property is situated. Section 914-2.004 requires construction of improvements to make the system adequate. However, post development runoff is lower than predevelopment flows and will alleviate some capacity concerns of the public drainage infrastructure. Additionally, existing drainage patterns are maintained. The proposed development is physically suitable for the type, density and intensity for this site. The use of detention basins is necessary to mitigate post development flows and comply with this finding. Hence, granting of the exception will not be materially detrimental to the public welfare or injurious to other property/properties in the project vicinity.

XII. ALCOHOL SALES/TAKE-OUT FOOD

The applicant is proposing to demolish and construct a new larger convenience store which will sell alcoholic beverages. County Code Chapter 82-38.406 (5) requires approval of a land use permit for an alcohol sales activity which increases the floor or display area by 20%. Thus, this project includes the necessary findings in order to support the request. The project also includes demolition and construction of a larger restaurant. County Code Section 82-38.204(c) defines an alcoholic beverage

sales commercial activity as the retail sale of alcoholic beverages in an establishment that is not a full-service restaurant. Therefore, the proposed alcohol sales within the restaurant is considered exempt and separate from the convenience store portion of the project.

The Alcoholic Beverages Sales ordinance also establishes locational restrictions on where sales activities can occur. County Code Section 82-38.604(a)(1) restricts establishment of a new alcoholic beverage sales commercial activity within 700 feet of an existing alcoholic beverage sales commercial activity, (2) within 400 feet of a public or private accredited school, a public park, playground or recreational area, a place of worship, an alcohol or other drug recovery or treatment facility, or county social service office, and (3) within a Crime Reporting District, or within 600 feet of a Crime Reporting District, where the general crime rate exceeds the countywide general crime rate by more than 20 percent. According to the Department of Conservation and Development staff responsible for tracking these statistics, the project does not trigger any of these restrictions. Additionally, the area has not been determined by the State of California's Department Alcohol Beverage Control to be in an area which has an undue concentration of alcohol licenses. Therefore, the requested alcohol beverage sales at this site is an appropriate use.

XIII. SIGN PROGRAM / VARIANCE FOR MONUMENT SIGN

The applicant has provided a complete Sign Program for this project. Chapter 88-6 Signs of the County Code regulates, quantity, placement, lighting and size of new signs. The elevations for the gas pump canopy indicate that branding will be located on the facia facing the Camino Diablo and Byron Highway corners of the site. The larger convenient store/restaurant building will have two identification signs on the front elevation facing Camino Diablo and one smaller sign on the side elevation facing Byron Highway. Preliminary review of the Sign Program indicates that each sign will conform to the County's Sign Ordinance. If approved, the Final Sign Program review will be conducted during the Condition of Approval Compliance Review which is prior to issuance of Building Permits.

The project also includes a variance request (10-ft setback required, 2 feet proposed) for the proposed monument sign located at the corner of Byron Highway/Camino Diablo. An existing monument sign has been established in this location for decades suggesting that the location is acceptable. To confirm there are no line-of-sight issues at this intersection, the applicant has provided an exhibit (attached) showing that the proposed signage is located outside of the prohibited "Sight Visibility Zone" as required by County Code Chapter 82-18 Sight Obstructions at Intersections.

Additionally, per the On-Site Circulation Plan (Sheet LP-RZ-2.2 of the plans) the path needed for a double tanker fuel truck dictates the location of the off-street parking etc. Therefore, given that a monument sign has been established in at this location for many years and that no viable alternative locations have been identified, supporting the variance request is justified.

XIV. SUMMARY

County staff has analyzed the proposed project in terms of neighborhood compatibility, environmental impact, appropriateness of use and conformance with the proposed County General Plan and zoning designations. The project will conform to all applicable development standards for the R-B Retail Business Zoning District (minus variance for monument sign location) and will add a modern gas station/convenient store/restaurant use and associated employment opportunities in an area with high demand for this type of development.

XV. CONCLUSION

Staff is recommending that the Planning Commission adopt a recommendation that the Board adopt the mitigated negative declaration prepared for the project, approve the General Plan Amendment and Rezoning and approve the Land Use Permit/Development Plan.

FINDINGS & CONDITIONS OF APPROVAL FOR COUNTY FILE #'s CDGP10-00003, CDRZ13-03222, and CDLP/DP13-02025, CONTINENTAL DEVELOPMENT CONSULTANTS (APPLICANT) JASVIR SINGH (OWNER).

FINDINGS

A. General Plan Amendment

1. *Required Finding: That adoption of the proposed General Plan amendment is consistent with the provisions of the County's Urban Limit Line as outlined in Measure L-2006.*

   Project Finding: The project includes approval of a General Plan Amendment (GPA), rezoning and land use permit/development plan combination to demolish the existing gas station, convenient store, and restaurant located on Assessor's Parcel Number (APN) 002-140-010 and to re-construct an expanded gas station, convenient store and restaurant on three parcels, APN's: 002-140-010, 025 and 027. Adoption of the GPA to change from Single-Family Residential-High Density (SH) to Commercial (CO) is consistent with the provisions of the Urban Limit Line (ULL). No change to the ULL would occur and the project does not require extension of urban services (i.e., water and sewer mains) beyond the ULL. The subject site is located inside the ULL and therefore may be developed with "urban" or "non-urban" uses, as defined in the 2005-2020 Contra Costa County General Plan. The proposed land use designation, CO, is urban.

2. *Required Finding: That adoption of the proposed General Plan amendment will not result in a violation of the County's 65/35 Land Preservation Standard.*

   Project Finding: Adoption of the GPA will not result in a violation of the 65/35 Land Preservation Standard (the "65/35 Standard"), established through voter adoption of Measure C-1990 and reaffirmed through adoption of Measure L-2006. Under the 65/35 Standard, no more than 35 percent of the land in the county, inclusive of the cities, may be designated for development of urban uses and at least 65 percent of the land must be designated for non-urban uses such as agriculture, open space, parks, etc. Approximately 28 percent of the land is currently designated for urban uses. The subject site's Single-Family High Density (SH) land use designation is an urban designation. The change to a CO land use designation is also an urban designation, meaning adoption of the GPA will not change the percentage of land designated for urban uses.

3. *Required Finding: That adoption of the proposed General Plan amendment complies with the provisions of Measure J-2004, the Contra Costa Growth Management Program, and related Contra Costa Transportation Authority resolutions.*

Project Finding: The project complies with the objectives and requirements of Measure J-2004, the Contra Costa Growth Management Program (GMP), and related Contra Costa Transportation Authority (CCTA) resolutions. The CCTA GMP Implementation Guide (February 2021) sets forth procedures for local agency consultation and evaluation of impacts related to proposed GPAs. The project is expected to generate approximately 108 a.m. and 95 p.m. peak hour trips which will not result in a significant impact to a Route of Regional Significance. The project is therefore exempt from the GMP GPA Review Process. Nevertheless, the project was referred to the Regional Transportation Planning Committee for East Contra Costa County (TRANSPLAN) for review and comment; no comments were received.

4. *Required Finding: That adoption of the proposed General Plan amendment will not cause the General Plan to become internally inconsistent, in violation of Government Code Section 65300.5.*

   Project Finding: The General Plan comprises an integrated, compatible, and internally consistent statement of policies governing land use in unincorporated areas. The GPA is limited to a change to the Land Use Element Map and its adoption will not cause the General Plan to become internally inconsistent. The subject site is designated for single-family residential development, but is developed with a gas station, convenience store, and restaurant. The GPA involves redesignation of the site to allow for demolition and reconstruction, including expansion, of these commercial uses. CO and SH land use designations exist side-by-side throughout the county, including elsewhere in Byron. The County presumes these designations to be compatible because it is beneficial for commercial services to be proximate to residential areas. There are no General Plan policies precluding redesignation of the subject site to nonresidential use and the redesignation in no way conflicts with the overarching goals and policies of the General Plan related to land use, growth management, transportation, housing, noise, conservation, open space, and safety. Instead, the redesignation supports General Plan policies related to economic development and provision of adequate commercial services to meet the needs of county residents.

5. *Required Finding: That adoption of the proposed General Plan amendment is in the public interest, as required under Government Code Section 65358(a).*

   Project Finding: Byron is a small community with limited commercial services. The existing gas station is one of two in the immediate vicinity, and the only one conveniently located near the community's center. The gas station building is aging, and the site layout is not optimal for ingress and egress. Reconstruction of the station and its associated convenience store and restaurant uses, will improve

safety by installing sidewalks along both property frontages and creating more separation between one of the driveways and the Byron Highway/Camino Diablo intersection. The project will also enhance the site's appearance through construction of new buildings and installation of new landscaping; and allow for continued operation of small businesses that serve the community. Adoption of the proposed GPA is therefore in the public interest because it allows the project to move forward and provide beneficial uses to the immediate Byron community.

6. *Required Finding: That adoption of the proposed General Plan amendment will not exceed the annual limit on General Plan amendments specified under Government Code Section 65358(b).*

   Project Finding: Pursuant to Government Code Section 65358(b), no mandatory element of the General Plan may be amended more than four times per calendar year. The subject GPA affects the Land Use Element, a mandatory element, and is the first consolidated amendment of the Land Use Element for 2024.

B. Rezone Findings

Section 26-2.1806 of the County Ordinance Code requires specific findings to be made by the planning agency when a request for change in land use district is made; they are as follows:

1. *Required Finding: The change proposed will substantially comply with the general plan.*

   Project Finding: The project site consists of three parcels. The northern most parcel (APN: 002-140-010) is currently developed with a gas station, convenience store and restaurant. The zoning for this parcel is R-B Retail Business (R-B) and does not require a re-zoning. As the project includes the demolition of all improvements and construction of an expanded gas station, convenience store and restaurant. The two southern parcels (APN's: 002-140-025 and 027) will need to be re-zoned from A-2 General Agricultural District (A-2) to R-B.

   Table 3-5 of the 2005-2020 County General Plan (Consistency Between the General Plan and the Zoning Ordinance) outlines which specific zoning districts are consistent with each General Plan designation. As indicated within that table, the General Plan designation of CO is consistent with the R-B zoning district. Furthermore, as the project site is located immediately adjacent to the Byron Highway, which is a heavily traveled roadway and within close proximity to established commercial, agricultural and residential neighborhoods, the rezoning to allow an expansion of the existing retail uses is justified.

2. *Required Finding: The uses authorized or proposed in the land use district are compatible within the district and to uses authorized in adjacent districts.*

   Project Finding: Zoning districts in the immediate vicinity are A-2 General Agricultural District, R-6 Single-Family Residential District, and General Commercial. The Union Pacific Railroad Company owns and operates a railroad directly to the west of the site across Byron Highway. Although the R-B district allows uses which tend to be more intense than a residential or agricultural zoning district, the subject property will essentially contain the same current uses. As the site is adjacent to the Byron Highway and a residential community, it is reasonable that services are to be in general proximity to meet local needs. By granting the rezone, the developer has an opportunity to modernize a gas station/convenience store and restaurant to meet current codes and regulations. Any proposed future use that includes noise, smoke or vibration in nature, would require approval from the County and must undergo its own environmental review. For those reasons it is unlikely that a major change in use other than retail would be considered for this site. Nevertheless, the primary land uses in the R-B district are generally community orientated services such as dry cleaners, restaurants and other residentially compatible uses.

3. *Required Finding: Community need has been demonstrated for the use proposed, but this does not require demonstration of future financial success.*

   Project Finding: Approval of County File #LP2138-86 by the Board of Supervisors allowed the subject gas station to be developed nearly 40 years ago. The gas station has been in continuous use and has been improved over time with a convenience store and small restaurant. However, the current infrastructure (buildings, etc.) no longer provide the footprint that a modern gas station requires. By allowing the rezone, the development will offer the property owner an opportunity to improve the value of site and to address existing drainage issues in the area by metering the rainwater runoff that leaves the site by installing landscaped areas and detention basins. Therefore, the project is justified as it will serve the immediate community and County residents that generally use the Byron Highway corridor.

C. Land Use Permit Findings

1. *The proposed project shall not be detrimental to the health, safety and general welfare of the County;*

   Project Finding: The project involves a General Plan Amendment, Rezoning and Land Use Permit/Development Plan Combination to demolish an existing gas pump canopy (4 dispensers), convenience store and small restaurant to construct

a new gas pump canopy (12 dispensers), convenience store and restaurant. Gas stations typically store and transport large volumes of fuel which is highly combustible, thus there are risks associated with permitting these types of uses in any portion of the County. However, the industry is heavily regulated, and transport of any fuel will be routed through Bryon Highway which is away from the residential community to the east. Moreover, all existing underground storage tanks for gas and diesel will remain in-place which will limit site disturbance. Given that California codes are typically more stringent than Federal standards, the project will represent a minimal risk of exposure to the public and overall is considered a benefit to an area that is lacking in community services.

2. *The proposed project shall not adversely affect the orderly development of property within the County;*

   Project Finding: The subject gas station and convenience store have been in operation since the 1980's. The project includes demolition of all buildings and construction of a new larger gas station and convenience store/restaurant. Rezoning of the site will not divide any existing communities nor preclude surrounding properties from performing routine improvements. As the site is retail in nature, it is unlikely that the project will induce substantial population growth or result in displacement of existing housing or people. Staff is unaware of any evidence which suggests that the project will adversely affect development within the County or immediate area.

3. *The proposed project shall not adversely affect the preservation of property values and the protection of the tax base within the County;*

   Project Finding: The project involves the demolition of a gas station/convenience store/restaurant that has been in operation since the 1980's. Construction of a new fuel pump canopy and convenience store/restaurant will offer a quality service option to the subject area where few retail options exist. Since the site has been developed with similar uses for decades, these improvements are not of a type and scale that would be expected to adversely affect property values. The convenience store will include 1 on-site manager and two cashiers, while the restaurant will employee 5 individuals. Operating hours of the gas station will be from 5:00 a.m. to 11:00 p.m. No use is proposed that would create permanent odors, smoke, or other nuisances which would expectedly affect property value in the vicinity. Therefore, the project is expected to positively add to the tax base within the County.

4. *The proposed project as conditioned shall not adversely affect the policy and goals as set by the General Plan;*

   Project Finding: This approval allows a General Plan designation change from Single-Family Residential-High Density (SH) to Commercial (CO). The CO designation allows for a broad range of commercial uses typically found in smaller-scale neighborhood, community, and thoroughfare commercial districts. Gas stations, convenient stores and restaurants fit into this category of smaller-scale neighborhood uses that are allowed. Therefore, the project is not expected to adversely affect the policies and goals within the General Plan.

5. *The proposed project shall not create a nuisance and/or enforcement problem within the neighborhood or community;*

   Project Finding: The project allows gas station operating hours between 5:00 a.m. and 11:00 p.m. However, because the project doesn't include any uses that incorporate amplified loudspeakers or gathering of large numbers of people, the gas station/convenience store/restaurant use will be consistent with the present uses of the site. Furthermore, the project doesn't include uses that would create permanent odors, smoke, or other nuisance which would expectedly affect quiet enjoyment of private property in the vicinity. The project's compliance with all Building Regulations and Conditions of Approval will ensure that all project elements are permitted and constructed in a manner that does not encourage any nuisance related to drainage, mosquito or vector habitat, substandard buildings/structures, or any other known nuisance types. Therefore, the project will not create a nuisance and/or enforcement problem within the neighborhood or community.

6. *The proposed project as conditioned shall not encourage marginal development within the neighborhood;*

   Project Finding: The project allows the continuation of an existing gas station/convenience store/restaurant use that has been in operation for nearly four decades. The built-out nature of the project will discourage loitering by having each space of the site developed with a building, landscaping, drainage or parking. The project has incorporated 35 off-street parking spaces that will ensure patrons and service providers will have ample on-site parking options to avoid parking on adjacent rights-of-way. No vacant retail spaces are included with this project, suggesting that no less desirable uses would have an opportunity to occupy a readily available retail space. Furthermore, development in the neighborhood is controlled by the County's Zoning Code and General Plan, which requires County review and approval prior to establishing new uses. Thus,

as conditioned, the project will not encourage marginal development within the area.

7. *That special conditions or unique characteristics of the subject property and its location or surroundings are established.*

   Project Finding: The subject property is an existing gas station/convenience store/restaurant use that provides retail orientated services in the Byron area of Contra Costa County. Given that the majority of adjacent properties have been developed for many years, the unique characteristics of the site and area are well established. The project site is well served by existing infrastructure (sanitary), including direct access to Byron Highway and Camino Diablo. The existing storm drain system for this area has experienced flooding in the past. These existing drainage issues within the area are expected to remain similar to present conditions as downstream properties are privately held and not subject to this County action. However, given that the project incorporates landscaped areas and bio-retention basins, the outflow of rainwater leaving this site will be metered and ultimately reduce the burden on the existing downstream infrastructure. This reduction in peak hour flow is considered a beneficial aspect of the project. Thus, the special conditions or unique characteristics of the subject property, and its location or surroundings, are established and will remain substantially consistent as a result of the project.

D. Development Plan Findings

1. *Required Finding: The proposed project is consistent with the purpose of the zoning district.*

   Project Finding: The project site consists of three parcels. The northern most parcel (APN: 002-140-010) is currently developed with a gas station, convenience store and restaurant. The zoning for this parcel is R-B Retail Business (R-B). The two southern parcels (APN's: 002-140-025 and 027) will be re-zoned from A-2 General Agricultural District (A-2) to R-B to allow for the expansion.

   Both zoning districts allow neighborhood service-oriented businesses, however, the A-2 district does not provide the flexibility needed to establish a modern commercial gas station/restaurant/convenience store that will serve the immediate Byron community. Although the approved R-B district allows uses which tend to be more intense, the subject property will essentially contain the same current uses. Any proposed future use that is industrial in nature, would require approval from the County and must undergo its own environmental review. Nevertheless, the primary land uses in the R-B district are generally

community orientated services such as dry cleaners, restaurants and other residentially compatible uses. Therefore, the project is consistent with the purpose of the zoning district in which it is located.

2. *Required Finding: The proposed project is architecturally compatible with other uses in the vicinity, both inside and outside the zoning district.*

   Project Finding: Uses in the vicinity include residential sites, agricultural and commercial operations as well as the Union Pacific Railroad directly to the west across Byron Highway. As such, the area is diverse with many structures being of moderate height (single-story). The project will change the aesthetics of the site; however, construction of the new building and infrastructure will be an improvement compared to the aged structures slated for demolishing which are nearing the end of their useful lifespan. The new building will be approximately 25 feet tall at its tallest point, however, much of the building will be 18 feet tall due to the different architectural elements. The building will be painted with earth tone colors (Golden and Dellwood sand) and incorporate numerous windows at the entrance which does well to visually diversify the front façade. The new pump canopy will be approximately 22 feet tall with a light brown parapet and associated branding colors (teal, yellow and white) along the facia. As a similar use and buildings have been operated on this site for many years, the improved aesthetics will be an attractive improvement to this site and surrounding area. Thus, the project is architecturally compatible with other uses both inside and outside the zoning district.

E. Variance Findings

1. *Required Finding: That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations on other properties in the vicinity and the respective land use district in which the subject property is located.*

   Project Finding: The variance is for a 2-foot front setback where 10 feet is required for the re-facing of an existing monument sign. The subject property is a predominantly flat 1.0-acre site located at the southeast corner of Byron Highway and Camino Diablo. The overall project is to demolish an existing gas station/convenience store/restaurant and rebuild new buildings and infrastructure to continue similar uses. Given the type of use and other examples of similar sign locations at other gas stations within the general area, it can be expected that variances would be needed for similar projects within the general vicinity. Thus, the approval of this variance is not considered a grant of special

privilege and is consistent with other properties in the vicinity with respect to the R-B zoning district in which it is located.

2. *Required Finding: That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of the rights enjoyed by other properties in the vicinity and within the identical land use district.*

   Project Finding: Signage is necessary to identify the site and advertise the approved gas station use. Due to County code requirements, nearly all the site is used for landscaping, off-street parking or drainage. Therefore, given the relatively small size of the project site, no viable alternative locations for the sign have been identified. Therefore, due to the relatively small size of the project site and lack of available space to locate the sign in alternative locations, if strict application of the zoning regulations where implemented it would deprive the subject property of the rights enjoyed by other properties in the vicinity that are also in the R-B zoning district.

3. *Required Finding: That any variance authorized shall substantially meet the intent and purpose of the respective land use district in which the property is located.*

   Project Finding: The project is to construct a new upgraded gas station/convenience store/restaurant at this location. The variance is necessary to re-face an existing monument sign in its current location. The existing monument sign has been established in its location for decades suggesting that the location is acceptable. To confirm there are no line-of-sight issues at this intersection, the applicant has provided Exhibit 1 showing that the proposed signage is located outside of the prohibited "Sight Visibility Zone" as required by County Code Chapter 82-18 Sight Obstructions at Intersections. Additionally, per the On-Site Circulation Plan (Sheet LP-RZ-2.2 of the approved plans) the path needed for a double tanker fuel truck dictates the location of the off-street parking etc., which in-turn limits the space available for alternative sign locations. Therefore, given that a monument sign has been established at this location for many years and that no viable alternative locations have been identified, supporting the variance request is justified and substantially meets the intent and purpose of the land use district in which it is located.

F. Growth Management Performance Standards

1. Traffic: The project involves construction of a 12-dispenser gas station, convenience store and restaurant totaling 4,692 square feet in area. The project will generate approximately 100 or more AM or PM peak-hour trips (1,290 existing minus 2,518 proposed trips equals 1,348 new trips per day) therefore, the applicant has contracted TJKM Transportation Consultants to prepare a Transportation Impact Assessment (Report) for the project, final report dated July 2022 (supplemental Technical Memorandum dated January 2023). The Report analyzed existing conditions, project conditions, cumulative conditions and project's influence on the adjacent bicycle, pedestrian and transit network. Numerous intersections have been studied in preparation of the Report, in part using traffic counts during weekday AM and PM peak hour traffic volumes.

   The Holway Drive/Camino Diablo intersection which is located one block to the west of the project site was identified as being potentially impacted by the project. The potential impact to that intersection's Level of Service (LOS) may increase traffic queuing by 1.7 seconds. Mitigation measures have been identified aimed at reducing this traffic related impact to less than significant levels (COA #22). Thus, the project applicant must provide evidence to DCD staff prior to Final Building Inspection (occupancy), showing that a fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection. Installation of the signal light would result in improved intersection LOS performance. Therefore, the project as conditioned will not cause any unacceptable traffic related impacts in the immediate vicinity or area in general.

2. Water: Potable water is provided by an on-site well that has been producing for decades. No evidence has been provided to suggest potable water will not be available to the project site in the future.

3. Sewage: The sewage collection system would transport wastewater from the project site to a Byron Sanitary District facility for treatment. The new on-site piping system is required to comply with all applicable requirements established by the District. District staff has returned comments indicating that permits are required for the project which suggests that capacity exists in the system to accommodate the project. Therefore, the project related wastewater is not expected to exceed wastewater treatment regulations.

4. Fire Protection: The service standard for fire protection is based on distance. The General Plan states that new development must be within 1.5 miles driving distance of a fire station or must be equipped with improvements, such as automatic sprinklers and in some cases water storage tanks, to enhance

firefighting capabilities. The project will incorporate a water storage tank and sprinklers per the current Building Code. Rezoning the site would neither alter its distance to a fire station nor lessen the requirements for installation of fire suppression equipment. Based on the foregoing, there is no evidence in the record that the project would be detrimental to the health, safety and general welfare of the County. The project's compliance with all County Ordinances, California Health and Safety Code, California Building Code, and California Fire Code ensure that the project will be operated in accordance with all applicable health and safety regulations.

5. Public Protection: The project is not anticipated to increase the demand for police service facilities, as the project will not significantly add to the population of the County or include any marginal uses.

6. Parks and Recreation: The project will not increase the demand for parks or recreation facilities, as the project does not increase the housing stock in the County.

7. Flood Control and Drainage: The entire site's drainage is required to be addressed as part of the project design. As such, the proposal includes landscaping, a retention basin and porous asphalt which will account for 30% of the site. Currently, approximately a third of the runoff from parcel-2 (APN #002-140-025) – situated behind the gas station – drains onto Byron Highway and then into a ditch at the eastern end of the site. In contrast, the post-development strategy channels the runoff from both parcels 2 and 3 (APN #002-140-027) to an on-site detention pond first, before draining into the ditch. This approach will result in flow rate reductions of 0.158 cubic feet per second (cfs) (10yr-3hr storm) and 0.273cfs (100yr-3hr storm) between the pre and post-development phases. The County Public Works Department has reviewed the project and associated Stormwater Control Plan and deemed it preliminarily complete and has recommended conditions of approval which ensure compliance with federal pollutant discharge and County storm water management regulations. Those recommended conditions of approval (COA) have been incorporated into the project approval as COA's #33-55.

G. Alcohol Sales Findings

Section 82-38.606 of the County Ordinance Code requires specific findings to be made by the planning agency when a request for change in mode of operation of an alcohol sales use is considered for approval:

1. *Required Finding: A finding of "public convenience and necessity" (Business and Professions Code Section 23958.4(b)(2)), if the activity will be located in an area*

that has been determined by the state of California Department of Alcoholic Beverage Control to have an undue concentration of licenses as defined in Business and Professions Code Section 23958.4(a).

Project Finding: The project includes demolition and re-construction of a larger gas station, convenience store, and restaurant. A search of nearby properties indicated that the subject site is not within 700 feet of another alcohol sales business, which will aid in eliminating any undue concentration of alcohol licenses in this portion of Byron. Additionally, there are no schools, public parks, churches, hospitals, rehab facilities, or social service facilities within 400 feet of the site. Therefore, the project site is appropriate for the intended alcohol sales activity.

2. *Required Finding: A finding that the alcoholic beverage sales commercial activity will not aggravate existing problems in the neighborhood created by the sale of alcohol such as loitering, public drunkenness, alcoholic beverage sales to minors, noise and littering.*

   Project Finding: The subject site has conducted alcohol sales for many decades. Although occasional "Calls For Service" have been generated from this location, Sheriff reports indicate that the causes are varied and not as result of alcohol sales. As such, this location is not within a "Crime Reporting District" as determined by the Contra Costa County Sheriff's Office, which suggests that the site does not experience an elevated amount of crime or "Calls For Service" compared to the County as a whole.

H. California Environmental Quality Act (CEQA) Findings

The combination of type and location of the project creates a scenario where there is minimal potential for adverse impacts to plant/animal communities, examples of California history, or the environment in general. However, the construction phase of the project may have impacts on unforeseen cultural resources yet to be discovered, air quality and traffic. To mitigate those potential impacts, mitigation measures have been incorporated into this project that once implemented will reduce potential impacts to less than significant levels. Once constructed, the gas station, restaurant and convenience store will primarily require electrical power and re-fueling for operation and will not produce significant amounts of hazardous waste as a byproduct of its operation. There is no substantial evidence that the project involves unusual circumstances, including future activities, resulting in, or which might reasonably result in, significant impacts which threaten the environment.

I. Findings for Granting Exceptions to Division 914 (Drainage)

The applicant shall be permitted exceptions from Section 914-2.004 (Offsite collect and convey requirements) and Section 914-12.010 (Detention Basins-Maintenance) of the Code to allow for private maintenance of the detention infrastructure.

1. *Required Finding: That there are unusual circumstances or conditions affecting the property.*

   Project Finding: The existing drainage ditch hydraulic analysis indicates that the system collecting & conveying pre-development storm water 10-yr flows is inadequate. This is because the ditch traverses several private properties and with multiple culverts of unknown sizes and hydraulic properties. Any improvements to the on-site portion of the channel will not improve the channel's capacity as the further downstream flows remain constrained. So, the existing overall drainage system will continue to remain inadequate. The use of a private detention basin is necessary to make certain that the post development flows don't exceed predevelopment flows which will alleviate the inadequacy of the natural water course (drainage ditch).

2. *Required Finding: That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.*

   Project Finding: Site design parameters for retaining post-development onsite flows are fully utilized in the form of a private detention basin. These flows have to be collected and conveyed into existing public storm drainage, so that the applicant can exercise the right to develop the business to remain competitive with the growing market, in compliance with Contra Costa County municipal code as well as California Building Code. The exception is required to preserve substantial property rights of the property owner for the betterment of the property.

3. *Required Finding: 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: Section 914-2.004 requires construction of improvements to make the system adequate. However, post development runoff is lower than predevelopment flows and will alleviate some capacity concerns of the public drainage infrastructure. Additionally, existing drainage patterns are maintained. The approved development is physically suitable for the type, density and intensity for this site. The use of detention basins is necessary to mitigate post development

flows and comply with this finding. Hence, granting of the exception will not be materially detrimental to the public welfare or injurious to other property/properties in the project vicinity.

CONDITIONS OF APPROVAL

Project Approval

1. Development is APPROVED as generally described in the application materials received by the Department of Conservation and Development/Community Development Division (CDD) on January 31, 2013, (including revised plans dated July 12, 2021) and subject to the conditions of approval below.

2. Approval is granted to allow for the following variance that meets the requirements of Section 26-2.2006 of the County Ordinance Code:

    - 2-foot setback granted where 10 feet is the minimum required for a monument sign.

3. Approval is granted to allow a Type 21 Alcohol Sales License – Off Sale General (beer, wine, and distilled spirits for consumption off the premises where sold).

Application Fees

4. The applications submitted were subject to an initial deposit of $9,979 for the Land Use Permit/Development Plan Combination, $6,500 for the rezone and $8,500 for the General Plan Amendment. The applications are subject to time and material costs if the application review expenses exceed the initial deposit. Any additional fee due must be paid prior to an application for a grading or building permit, or 60 days of the effective date of this permit, whichever occurs first. The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2019/553, where a fee payment is over 60 days past due, the Department of Conservation and Development may seek a court judgement against the applicant and will charge interest at a rate of ten percent (10%) from the date of judgement. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance in the event that additional fees are due.

Indemnification

5. The applicant (including the developer or any agent thereof) shall defend, indemnify, and hold harmless the County, 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, of annul, the Agency's approval concerning this project, which action is brought within the time period provided in Section 66499.37. The County will promptly notify the developer of any such claim, action, or proceeding and cooperate fully in the defense.

Compliance Report

6. At least 45 days prior to applying for a grading or building permit, whichever occurs first, the applicant shall provide a permit compliance report 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 taken by the applicant to satisfy all relevant conditions. Copies of the permit conditions may be obtained from the CDD. Unless otherwise indicated, the applicant will be required to demonstrate compliance with the applicable conditions of this report prior to applying for related permits.

   The permit compliance review is subject to staff time and materials charges, with an initial deposit of $1,500, which shall be paid at the time of submittal of the compliance report.

General Provisions

7. County File #LP2138-86 shall become null and void upon execution (e.g., issuance of building, demolition, or grading permits) of this project approval.

8. At least 30-days prior to occupancy, any new tenant shall submit a Property Use Verification (PUV) application to CDD staff in order to verify consistency with this permit. The PUV will be necessary to obtain any required business licenses from the County Tax Collector's Office.

9. This approval includes the design of a new gas station, convenience store and restaurant. Any changes to the approved plans stated above must be submitted for review and approval of CDD, and may require the submittal of a new application, if deemed necessary.

10. No portion of the building or site shall be leased, rented, or otherwise offered to the general public for the hosting of special events.

11. No live music shall be hosted at this location (amplified or otherwise).

12. The site shall be kept clean of all trash and graffiti at all times.

13. Prior to final building inspection of the building in which alcohol sales will be administered, the applicant shall provide evidence to the CDD that a license has been obtained or is under review by the California Department of Alcoholic Beverage Control for the alcohol sales approved under this permit. All required permits from the California ABC shall remain current and in good standing for the life of the approved alcohol sales use.

14. Outdoor seating shall not be allowed at this location without a subsequent land use permit/development plan combination application and review/approval by the DCD.

15. Upon the request of any private property owner located within 400 feet of the project site, the business operator shall ensure the pick-up and proper disposal of trash, litter, and garbage originating from any establishment on the subject property.

16. The applicant/owner/operator shall make a good faith effort to have fuel deliveries occur after 7pm.

<u>Lot Line Adjustment</u>

17. At least 60 days prior to requesting a grading or building permit, the applicant shall apply for and record an approved lot line adjustment that re-configures the property boundaries into the configuration approved with this application.

Air Quality

18. The following Bay Area Air Quality Management District, Basic Construction mitigation measures shall be implemented during project demolition and construction and shall be included on all construction plans:

    a. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    b. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    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. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.
    e. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
    f. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
    g. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
    h. Replant vegetation in disturbed areas as quickly as possible.
    i. All vehicle speeds on unpaved roads shall be limited to 15 mph.
    j. 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.
    k. 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 shall be provided for construction workers at all access points.
    l. 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.

m. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. (Mitigation Measure AIR-1)

19. A publicly visible sign shall be posted on the property with the telephone number and person to contact regarding construction-related complaints. This person shall respond and take corrective action within 24 hours. The CDD phone number to call in complaints shall also be visible to ensure compliance with applicable regulations.

Cultural Resources

20. Stop work and conduct an evaluation of accidental discovery of human remains or find.

    Section 7050.5 of the California Health and Safety Code states that in the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined whether or not the remains are subject to the coroner's authority.

    If human remains are encountered, work shall halt within 50-feet of the find and the County Coroner notified immediately. At the same time, an archaeologist should be contacted to evaluate the situation. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Native American Most Likely Descendent to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. All work shall be postponed until a qualified archaeologist has had an opportunity to evaluate any potential find. (Mitigation Measure CUL-1)

Hazards and Hazardous Materials

21. The project applicant/or owners and operators of businesses on the site shall obtain all required permits and follow all applicable County, State, and Federal regulations regarding the use, storage and disposal of hazardous materials and shall conduct their operations in compliance with such permits and regulations. (HAZ-1)

Transportation

22. At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection. (TRAFFIC-1)

Landscaping

23. At least 30 days prior to CDD stamp-approval of plans for issuance of a building permit, a final landscape and irrigation plan shall be submitted to the CDD for review and approval. The landscaping plan shall conform to the State's Model Water Efficient Landscape Ordinance or the County's Ordinance, if one is adopted. Prior to requesting a final inspection, the approved landscaping shall be installed and evidence of the installation (e.g., photos) shall be provided for the review and approval of CDD.

Signage

24. At least 30 days prior to submittal of a building permit application for signage, a detailed sign program shall be submitted for the review and approval of CDD.

25. Tree removal shall occur only with an approved grading or building permit.

Construction Noise

26. The following noise reduction measures shall be implemented during project construction and shall be included on all construction plans.

A. 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

B. The applicant shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to uses on the site. This shall be communicated to all project-related contractors.

C. The applicant shall require their contractors and subcontractors to fit all internal combustion engines with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors as far away from existing residences as possible.

D. Large trucks and heavy equipment are subject to the same restrictions that are imposed on construction activities, except that the hours shall be limited

to weekdays between the hours of 9:00 A.M. and 4:00 P.M. and prohibited on State and Federal holidays.

27. A pre-construction meeting shall be held to confirm that all noise mitigation measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed prior to the start of construction.

28. The applicant shall notify neighbors within 300 feet of the subject property at least one week in advance of demolition, grading, and construction activities.

Debris Recovery

29. At least 15 days prior to the issuance of a grading permit or building permit, the developer shall demonstrate compliance with the Debris Recovery Cal Green program.

30. Dumpsters or refuse areas shall be screened from view from any roadway.

PUBLIC WORKS
CONDITIONS OF APPROVAL FOR COUNTY FILE CDGP10-00003, CDRZ13-03222 and CDLP/DP13-02025.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANE OF A BUILDING PERMIT AND/OR PRIOR TO INITIATION OF THE USE APPROVED UNDER THIS PERMIT.

General Requirements

31. Applicant shall comply with the requirements of Title 8, Title 9, and Title 10 of the Ordinance Code. Any exceptions(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plan submitted to the Department of Conservation and Development on July 21. 2021.

32. For Public Works review for compliance relative to this Land Use Permit, a Compliance Review Fee deposit shall be submitted directly to the Public Works Department in accordance with the County's adopted Fee Schedule for such services. This fee is separate from similar fees required by the Department of Conservation and Development and is a deposit to offset staff costs relative to review and processing of these conditions of approval and other Public Works related services ancillary to the issuance of building permits and completion of this project.

33. Improvement plans prepared by a registered civil engineer shall be submitted, if necessary, to the Public Works Department, Engineering Services Division, along with review and inspection fees, and security for all improvements required by the Ordinance Code for the conditions of approval of this subdivision. Any necessary traffic signing and striping shall be included in the improvement plans for review by the Transportation Engineering Division of the Public Works Department.

34. The three parcels shall be merged into a single lot through a lot line adjustment or alternative process as prescribed by the Department of Conservation and Development.

Roadway Improvements (Byron Highway/Camino Diablo)

35. Applicant shall construct curb, 10-foot sidewalk, necessary longitudinal and transverse drainage, streetlights, pavement widening and transitions along the frontages of Byron Highway and Camino Diablo. Applicant shall construct face of curb to match the existing sidewalk and curb line on APN 002-140-010.

36. Any cracked and displaced curb, gutter, and sidewalk shall be removed and replaced along the project frontage of Byron Highway and Camino Diablo. Concrete shall be saw cut prior to removal. Existing lines and grade shall be maintained. New curbs and gutters shall be doweled into existing improvements.

37. Applicant shall construct a street type connection with 20-foot radii curb returns in lieu of standard driveway depressions at Byron Highway and Camino Diablo. Any existing driveways that are not to be used shall similarly be removed and replaced.

Access to Adjoining Property

Proof of Access

38. 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

39. 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 Byron Highway and Camino Diablo.

Site Access

40. Applicant shall only be permitted access at the locations shown on the approved site/development plan.

Road Alignment/Intersection Design/Sight Distance

41. Applicant shall provide sight distance at the intersection of each driveway onto Byron Highway and Camino Diablo in accordance with Chapter 82-18 "Sight Obstructions at Intersections" of the County Ordinance Code. The applicant shall trim vegetation, as necessary, to provide sight distance at this intersection, and any new signage, landscaping, fencing, retaining walls, or other obstructions proposed at this intersection shall be setback to ensure that the sight line is clear of any obstructions. Per the California Highway Design Manual, improvements shall not obstruct sight distance for a design speed of 35 miles per hour on Camino Diablo and 45 miles per hour on Byron Highway.

Road Dedications

42. Property owner(s) shall convey to the County, by Offer of Dedication, the right-of-way as necessary to accommodate the existing and proposed frontage improvements, i.e., 10-foot offset from the face of curb.

Pedestrian Facilities

Pedestrian Access

43. Curb ramps and driveways shall be designed and constructed in accordance with current County standards. A detectable warning surface (e.g., truncated domes) shall be installed on all curb ramps. Adequate right-of-way shall be dedicated at the curb returns to accommodate the returns and curb ramps; accommodate a minimum 4-foot landing on top of any curb ramp proposed.

Utilities/Undergrounding

44. Applicant shall underground all existing utility distribution facilities, including those along the frontage of Camino Diablo and Byron Highway. 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.

Drainage Improvements

Collect and Convey

45. Applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage system, to *an adequate* natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the stormwater to *an adequate* natural watercourse, in accordance with Division 914 of the Ordinance Code.

Exception Section 914-2.004

Applicant is granted an exception from the off-site collect and convey requirement of the Ordinance Code by the advisory agency as provided for in 92-6.002 of said Code provided:

- The stormwater runoff from the site is reduced to, or below pre-project flow rates as a result from the construction of on-site detention infrastructure.
- The existing runoff pattern is not changed.
- Concentrated stormwater is not discharged onto adjacent property.

Exception Section 914-12.010

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 Stormwater Maintenance Operation and Maintenance Agreement and Plan.

Miscellaneous Drainage Requirements

46. Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.

47. Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.

48. 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.
    - Place advisory warnings on all catch basins and storm drains using current storm drain markers.
    - Shallow roadside and on-site swales.
    - Filtering Inlets.
    - 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.
    - Applicant shall attempt to incorporate the use of pavers and/or pervious pavement on-site to reduce the amount of directly connected impervious surface area.
    - The applicant shall sweep the paved portion of the site quarterly, at least once a year a vacuum type sweeper. Verification (invoices, etc.) of the sweeping shall be provided to the County Clean Water Program Administrative Assistant at 255 Glacier Drive, Martinez CA 94553 (925) 313-2238).
    - Trash bins shall be sealed to prevent leakage OR shall be located within a covered enclosure.
    - Applicant shall develop a spills program for the on-site fueling facility and submit the plan to the Contra Costa County Clean Water Program for review and approval.
    - Applicant shall provide a secondary containment system for the above ground fuel storage tank.
    - Other alternatives comparable to the above as approved by the Public Works Department.

<u>Stormwater Management and Discharge Control Ordinance</u>

49. The applicant shall submit a <u>final</u> 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 issuance of a building permit. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.

50. 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).

51. 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.

52. Prior to issuance of a building permit 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.

53. Prior to issuance of a building permit, 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.

54. 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.

<u>Transportation Impact Mitigation</u>

55. At least 30-days prior to requesting Final Building Inspections (occupancy), the applicant shall provide evidence for review and approval of Public Works and CDD staff, that the fair-share payment has been made towards the installation of a traffic signal at the Holway Drive/Camino Diablo intersection.

ADVISORY NOTES

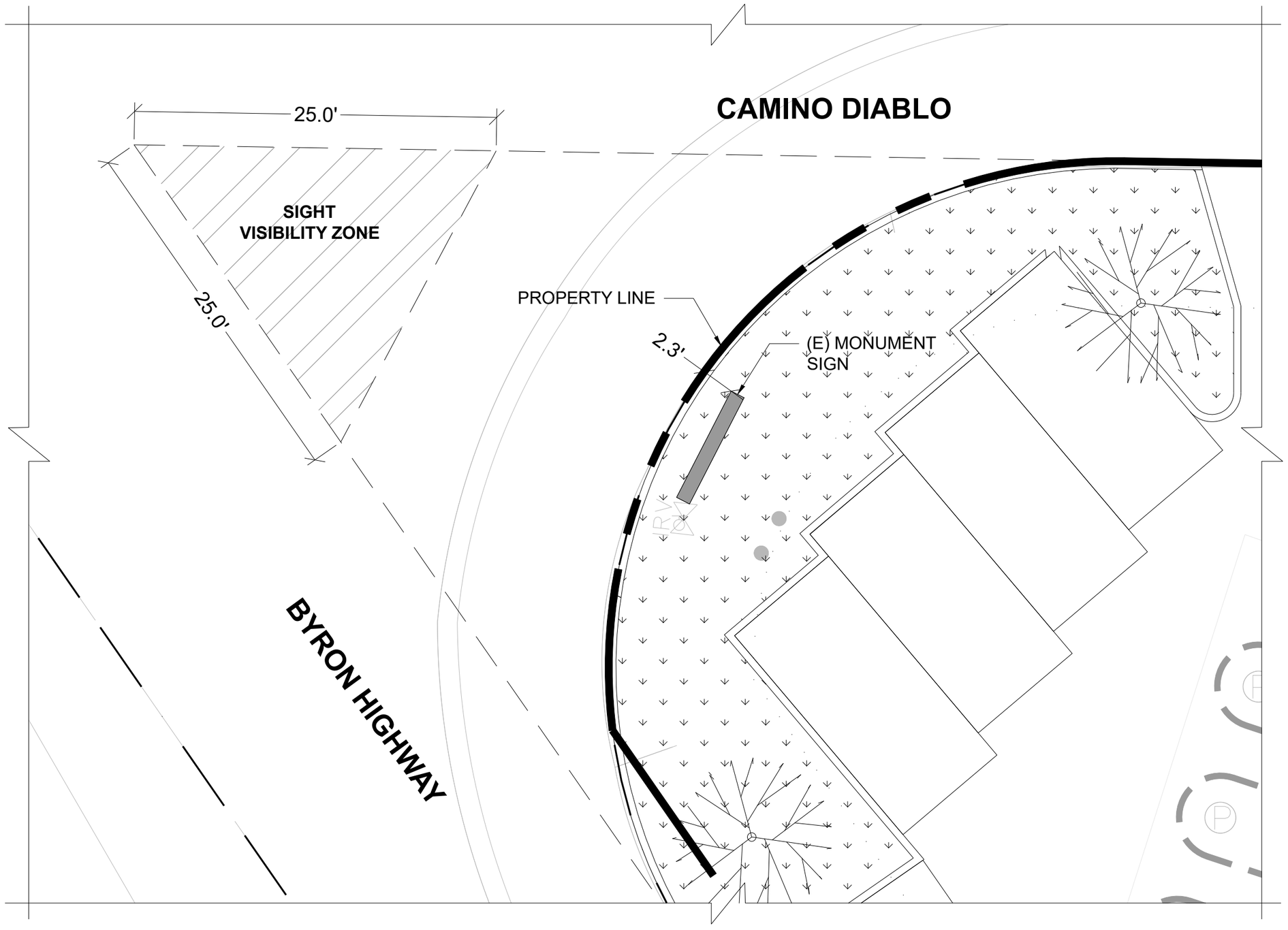
THE FOLLOWING INFORMATION DOES NOT CONSTITUTE CONDITIONS OF APPROVAL. IT IS PROVIDED TO ALERT THE APPLICANT TO LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES TO WHICH THIS PROJECT MAY BE SUBJECT.

A. Notice of 90-day opportunity to protest fees, dedications, reservation, or other exactions pertaining to the approval of this permit.

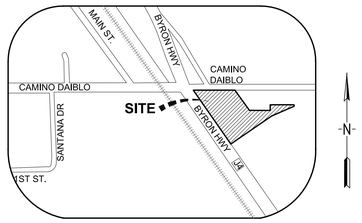
This notice is intended to advise the applicant that pursuant to Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservation, and/or exactions required as part of this project approval. The opportunity to protest is limited to a 90-day period after the project is approved.

The ninety (90) day period in which you may protest the amount of any fee or imposition of any dedication, reservation, or other exaction required by the approved permit, begins on the date this permit was approved. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and delivered to the Department of Conservation & Development, Community Development Division within the 90 days of the approval date of this permit.

- Applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the East Contra Costa Regional Fee and Finance Authority/Regional Transportation Development Impact Mitigation (ECCRFFA/RTDIM) and East County Regional Areas of Benefit (ECRAOB), as adopted by the Board of Supervisors. Payment is required prior to issuance of a building permit.
- Contra Costa Health Services, Department of Environmental Health.
- Contra Costa Health Services, Hazardous Materials.
- Contra Costa County, Fire Protection District.
- Byron Sanitary District.



1 EXHIBIT @ STREET INTERSECTION



VICINITY MAP 5

N.T.S.

LAND USE PERMIT & REZONE FOR EXPANSION OF EX. GAS STATION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY.
BYRON, CA 95514
COUNTY OF CONTRA COSTA
APN: #002-140-010, 002-140-025, & 002-140-027
GROSS AREA: 0.98 ACRE
NET AREA AFTER R.O.W. DEDICATION: 0.75 ACRE

- LAND USE PERMIT, GENERAL PLAN AMENDMENT & RE-ZONE OF THREE PARCELS AS PER PARCEL DETAILS ON THIS SHEET.
- EXISTING C-STORE (2,180 SQ.FT.) & GAS CANOPY (908 SQ.FT.) IN ONE PARCEL TO BE RAISED. NEW C-STORE (3,713 SQ.FT.), GAS CANOPY (4,652 SQ.FT.) & RESTAURANT (1,145 SQ.FT.) TO BE BUILT ON THREE PARCELS.
- SIGNAGE PERMIT BY OTHERS. PRELIMINARY SIGN PROGRAM IS SHOWN ONLY.
- SITE TO BE SERVED BY ONSITE WATER WELL & CONNECTED TO PUBLIC SEWER.
- EXISTING UNDERGROUND STORAGE TANKS (UST'S) TO REMAIN.

SCOPE OF WORK 1

REVISIONS:

	REVISION / ISSUE	DATED
1		

Continental Development Consultants, Inc.
Las Vegas, NV — Woodland, CA
Phone (702)347-6137; (530)405-3780 • FAX (702)664-8237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: COVER SHEET

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE: 07/12/2021
JOB : JSS-BR-01
DWG BY: DV
CHK BY: SPK

LP-RZ-1.0

PROPERTY OWNER

15031 BYRON HWY
BYRON CA 95514

CONTACT:
SHAHI JASVIR SINGH
EMAIL: jasvirshahi@att.net

CONSULTANT

CONTNENTAL DEVELOPMENT CONSULTANTS
P.O. BOX 1924
WOODLAND CA 95776

CONTACT:
SUKHJIT 'TONY' SINGH, PRINCIPAL MANAGER
PHONE: (702)287-0347
EMAIL: tony@contlnentaldc.com

PROJECT CONTACTS 4

ARCHITECTURAL

LP-RZ-1.0	COVER SHEET
LP-RZ-2.0	EXISTING SITE PLAN
LP-RZ-2.1	PROPOSED SITE PLAN
LP-RZ-2.2	ON-SITE CIRCULATION PLAN
LP-RZ-2.3	SITE DETAILS
LP-RZ-3.0	PROPOSED FLOOR PLANS
LP-RZ-4.0	PROPOSED BUILDING ELEVATIONS
LP-RZ-5.0	CANOPY - PLANS & ELEVATIONS

CIVIL PLANS

C1.0	COVER SHEET
C1.1	NOTES
C1.2	NOTES
C2.0	TOPOGRAPHY SURVEY NOTES
C2.1.1	EXISTING SITE AND TOPOGRAPHY
C2.1.2	EXISTING SITE AND TOPOGRAPHY
C2.2	DEMOLITION PLAN
C3.0	GRADING & DRAINAGE PLAN
C3.1	GRADING & DRAINAGE PLAN
C4.0	SURFACE IMPROVEMENTS PLAN
C5.0	STREET IMPROVEMENTS PLAN
C6.0	SITE SECTIONS
C7.0	AGENCY DETAILS
C8.0	UTILITY PLAN
C8.1	FIRE TRUCK ACCESS PLAN
C8.2	AGENCY DETAILS
C9.0	EROSION AND SEDIMENT CONTROL PLAN
C9.1	EROSION AND SEDIMENT CONTROL DETAILS
C10.0	DRAINAGE MANAGEMENT AREA

ELECTRICAL PLANS

E-0.1	SITE LIGHTING DETAILS
E-1.0	SITE LIGHTING PLAN
E-1.1	SITE LIGHTING PHOTOMETRIC PLAN
E-2.0	T24 OUTDOOR LIGHTING NRCC-LTO-E

SHEET INDEX 3

PROJECT INFORMATION

I. PROJECT NAME ..... C STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
II. LOCATION ..... 15031, 15045 & 15057 BYRON HWY. BYRON, CA 95514
III. APN ..... # 002-140-010, 002-140-025 & 002-140-027
IV. JURISDICTION ..... COUNTY OF CONTRA COSTA
V. AREA ..... REFER PARCEL DETAILS TABLE BELOW

PLANNING INFORMATION

I. PARCEL DETAILS:

APN#	GENERAL PLAN DESIGNATION		ZONING		AREA (SQ.FT.)		REMARKS
	EXISTING	PROPOSED	EXISTING	PROPOSED	GROSS AREA	NET AREA AFTER R.O.W. DEDICATION	
002-140-027	SH	CO	A-2	R-B	7,495	6,245	R.O.W. DEDICATION PROPOSED
002-140-025	SH	CO	A-2	R-B	17,986	16,155	
002-140-010	SH	CO	R-B	R-B	17,274	10,609	R.O.W. DEDICATION EXISTING (14230 O.R. 593)
TOTAL AREA					42,755 (APPROX. 0.98 ACRE)	33,009 (APPROX. 0.75 ACRE)	

II. SETBACKS (TITLE-8 ZONING, CHAPTER 84 SECTION 84-52.1004)

SETBACK	REQUIRED	PROVIDED	REMARKS
FRONT	10 FT.	140 FT.	ALONG CAMINO DIABLO ROAD
SIDE	NIL	10 FT./150 FT.	ALONG BYRON HIGHWAY AND EAST RESIDENTIAL
REAR	NIL	NIL	ALONG SOUTH RESIDENTIAL

III. HEIGHTS (TITLE-8 ZONING, CHAPTER 84 SECTION 84-52.802)
ALLOWED ..... 50 FT.
PROPOSED ..... 22 FT.

IV. **SITE AREA ANALYSIS:**
TOTAL AREA ..... 33,009 SQ.FT.

IMPERVIOUS AREA		REMARKS
BUILDING	4,513 SQ.FT. (13.7%)	
RETAINING & MASONRY BLOCK WALL	207 SQ.FT. (0.6%)	
CONCRETE PAVING (INCL. CANOPY AREA)	7,745 SQ.FT. (23.4%)	
ASPHALT PAVING	10,849 SQ.FT. (32.9%)	
PERVIOUS AREA		
LANDSCAPING INCL. RETENTION POND	9,080 SQ.FT. (27.5%)	REFER **1/LP-RZ-2.1**
POROUS ASPHALT	615 SQ.FT. (1.9%)	REFER **2/LP-RZ-2.1**
TOTAL	33,009 SQ.FT. (100%)	

V. **PARKING ANALYSIS** (TITLE-8 ZONING, CHAPTER 82)
a) REQUIRED ..... 34.6 = 35 SPACES
- GAS STATION INCL. CONVENIENCE MARKET @ 0.9/ FUELING POSITION (SECTION 82-16.406(8)) ..... 12 x 0.9 = 10.8
- RETAIL STORE @1/300 SF. OF GROSS FLOOR AREA (SECTION 82-16.406(20)) ..... 3,713/300 = 12.37
- RESTAURANT @ 1/100 SF. OF GROSS FLOOR AREA (SECTION 82-16.406(17)) ..... 1,147/100 = 11.47

PROVIDED ..... 35 SPACES

b) COMPACT CAR PARKING SPACE (SECTION 82-16.404.b(1))
REQUIRED: ..... 6 (MAX. 25% OF TOTAL REQUIRED CAR PARKING)
PROVIDED: 5

c) ACCESSIBLE PARKING (PER SECTION 11-B 208.2.4, 2019 CBC)
REQUIRED: 2
PROVIDED: 2

d) ELECTRIC VEHICLE CHARGING STATION (TABLE 5.106.5.3.3)
REQUIRED: 3
PROVIDED: 3

e) BICYCLE PARKING (SECTION 82-16.412(c))

BLDG. TYPE	REQUIRED	PROVIDED	REMARKS
LONG-TERM BICYCLE PARKING			BICYCLE LOCKERS ARE PROPOSED
C-STORE	2	2	
RESTAURANT	2	2	
SHORT-TERM BICYCLE PARKING			BICYCLE RACKS ARE PROPOSED
C-STORE	2	2	
RESTAURANT	2	2	

BUILDING INFORMATION

I. AREA BREAKDOWN:

BUILDING TYPE	OCC. GROUP	TYPE OF CONST.	# OF STORIES	AREAS	REMARKS
C-STORE	M	V-B	2	3,713 SQ.FT.	FIRST FL. = 3368 SQ.FT. SECOND FL. = 345 SQ.FT.
RESTAURANT	B	V-B	1	1,145 SQ.FT.	--
GAS CANOPY	M	II-B	1	4,652 SQ.FT.	
TRASH ENCLOSURE	U	II-B	1	120 SQ.FT.	

II. BUILDING CODES: ..... 2019 CALIFORNIA BUILDING CODE
2019 CALIFORNIA PLUMBING CODE
2019 CALIFORNIA ENERGY CODE
2019 GREEN BUILDING CODE
2019 CALIFORNIA MECHANICAL CODE
2019 CALIFORNIA ELECTRICAL CODE
2019 CALIFORNIA FIRE CODE

III. FIRE PROTECTION: ..... YES, FULLY AUTOMATIC FIRE SPRINKLERS & FIRE ALARMS
IV. FIRE RATED WALL: ..... 4HR. RATED (EXTERIOR) @ SOUTH-EAST SIDE

V. **PLUMBING FIXTURE ANALYSIS:**

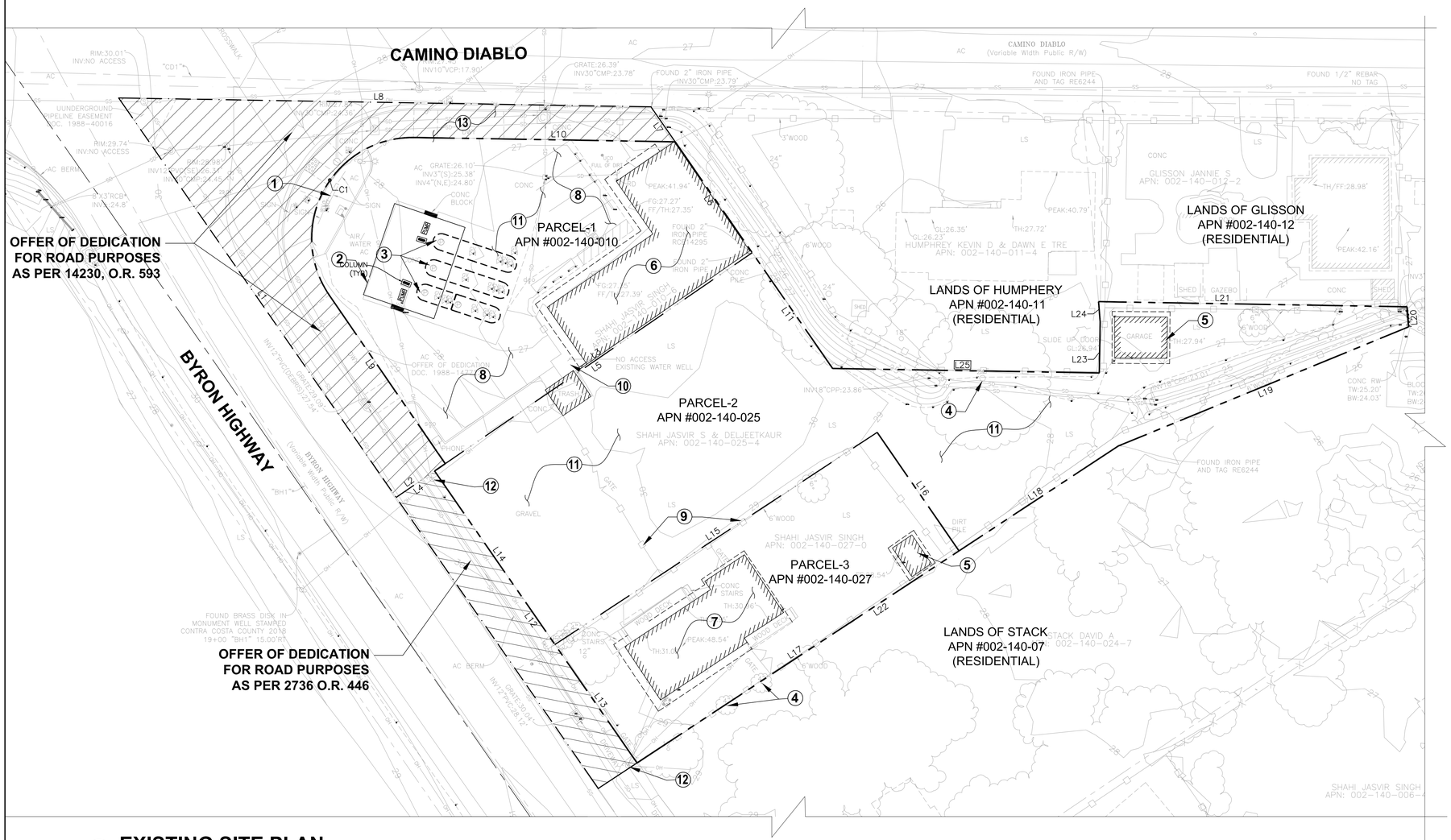
a) **C-STORE**
OCCUPANCY GROUP-M
TOTAL AREA ..... 3,713 SQ.FT.
OCCUPANT LOAD (2019 CPC - SEC. 422.1 & TABLE A)
C-STORE/RETAIL ..... 3,713/200 = 18.5
TOTAL OCCUPANTS 19

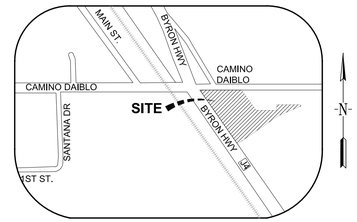
b) **RESTAURANT**
OCCUPANCY GROUP-B
TOTAL AREA ..... 1,145 SQ.FT.
OCCUPANT LOAD (2019 CPC - SEC. 422.1 & TABLE A)
A) DINING ..... 317/30 = 10.5
B) REMAINING AREA ..... 828/200 = 4.2
TOTAL OCCUPANTS ..... 14.7 = 15

c)

# OF OCCUPANTS	REQUIRED	PROVIDED (REFER LP-RZ-3.0)
RESTAURANT (B OCC.) (15 OCCUPANTS)	50 OR LESS OCCUPANT LOAD OCCUPANCIES REQUIRES ONE RESTROOM. (SEC. 422.2: EXCEP.(3))	ONE ALL GENDER RESTROOM
C-STORE (M OCC.) (19 OCCUPANTS)		ONE MEN & ONE WOMEN RESTROOM @ FIRST FLOOR ONE EMPLOYEE RESTROOM @ SECOND FLOOR

PROJECT DATA 2





VICINITY MAP
N.T.S

1 EXISTING SITE PLAN

CONSTRUCTION NOTES:

1. SIGN TO BE REPLACED UNDER SEPARATE PERMIT
2. GAS CANOPY TO BE DEMOLISHED & DISPENSERS TO BE REMOVED
3. UNDERGROUND STORAGE TANKS : 10K GALLONS GAS (REGULAR), 10K GALLONS DSL, 15K (10+5) GALLONS GAS (PREMIUM) TO REMAIN
4. REMOVE EXISTING TREE
5. STORAGE BUILDING TO BE DEMOLISHED
6. C-STORE BUILDING TO BE DEMOLISHED AND REBUILD
7. EX. RESIDENCE TO BE DEMOLISHED
8. EXISTING PARKING TO BE RELOCATED & REDESIGNED
9. FENCE TO BE REMOVED
10. WATER WELL TO BE ABANDONED
11. SITE IMPROVEMENTS PER PLAN
12. POWER POLE TO REMAIN
13. DRIVEWAY TO REMAIN

TOPOGRAPHIC SURVEY NOTE:

INFORMATION SHOWN ON THIS PLAN IS BASED ON TOPOGRAPHIC SURVEY DATED **05/03/2021** PREPARED BY **SLS** AND SHOWN ON SHEET C2.0, C2.1.1 & C2.1.2.

LEGEND

	PROPERTY LINE
	ROAD CENTER LINE
	(E) PROPERTY LINE
	PARCEL LINE
	EXISTING GRADE BREAK LINE
	EXISTING PROPERTY BOUNDARY
	EXISTING RIGHT-OF-WAY LINE
	EXISTING STREET CENTERLINE
	OVERHEAD UTILITY LINE
	UNDERGROUND UTILITY LINE AS NOTED
	EXISTING BUILDING LINE AT GROUND LEVEL
	EXISTING BUILDING OVERHANG
	EXISTING FENCE LINE
	EXISTING WOOD FENCE
	EXISTING PAINT LINE
	EXISTING RETAINING WALL AS NOTED
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
AC	ASPHALTIC CONCRETE
CONC	CONCRETE
CI	CURB INLET W/ CATCH BASIN
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
DI	DRAINAGE INLET
DWY	DRIVEWAY
E	ELECTRIC
FF	FINISHED FLOOR
FD	FLOW LINE
FL	FLOW LINE
FG	FINISHED GRADE
GB	GRADE BREAK
GL	GARAGE LIP
HDPE	HIGH DENSITY POLY ETHYLENE
LG	LIP OF GUTTER
LS	LANDSCAPING
OG	ON GRADE
RCB	REINFORCED CONCRETE BOX
R/W	RIGHT OF WAY
RW	RETAINING WALL
SD	STORM DRAIN
SS	SANITARY SEWER
SW	SIDEWALK
T	TELECOMMUNICATION
TBC	TOP BACK OF CURB
TC	TOP OF CURB
TH	THRESHOLD
TS	TRAFFIC SIGNAL
U	UNIDENTIFIED UTILITY VAULT
W	WATER
•	BOLLARD
	DRAIN CLEAN OUT
	ELECTRIC GROUND
	ELECTRIC MANHOLE
	ELECTRIC METER
	FOUND SURVEY MONUMENT
	SURVEY CONTROL POINT AS NOTED
	GAS METER
	GAS VALVE
	GUY WIRE
	IRRIGATION CONTROL VALVE
	PETROLEUM MANHOLE
	SANITARY SEWER CLEAN OUT
	SANITARY SEWER MANHOLE
	SIGN
	STREET LIGHT W/MAST
	STORM DRAIN MANHOLE
	TELECOMMUNICATION MANHOLE
	TRAFFIC SIGNAL VAULT
	UTILITY POLE
	UTILITY VAULT AS NOTED
	WATER METER
	WATER VALVE
355	CONTOUR ELEVATION
x 355.55	SPOT ELEVATION
	BYRON HIGHWAY IMPROVEMENT PLANS
	TREE W/ TRUNK Ø

Parcel Table			
Line # / Curve #	Length	Direction/Delta	Radius
C1	76.80'	125°43'14"	35.00'
L1	168.81'	S34° 46' 03"E	
L2	20.99'	N55° 28' 57"E	
L3	128.95'	N55° 28' 57"E	
L4	16.20'	S55° 28' 57"W	
L5	133.73'	N55° 28' 57"E	
L6	46.84'	N34° 46' 03"W	
L7	14.78'	N34° 46' 03"W	
L8	184.69'	N89° 02' 27"W	
L9	70.74'	N34° 45' 42"W	
L10	90.54'	S89° 02' 27"E	
L11	48.93'	S34° 46' 03"E	
L12	123.29'	S34° 45' 55"E	
L13	50.00'	N34° 46' 03"W	
L14	73.29'	N34° 45' 50"W	
L15	133.80'	N56° 37' 00"E	
L16	50.00'	S34° 38' 00"E	
L17	133.68'	S56° 37' 04"W	
L18	66.12'	N56° 36' 52"E	
L19	108.95'	N67° 40' 10"E	
L20	6.98'	N04° 39' 27"W	
L21	107.03'	N89° 02' 27"W	
L22	199.80'	N56° 37' 00"E	
L23	17.80'	N00° 57' 33"E	
L24	6.98'	S04° 39' 27"E	
L25	92.48'	S89° 02' 27"E	

NORTH

GRAPHIC SCALE

-20 0 10 20 40 80

(IN FEET)
1 INCH = 20 ft.

REVISIONS:		
	REVISION ISSUE	DATED
1		

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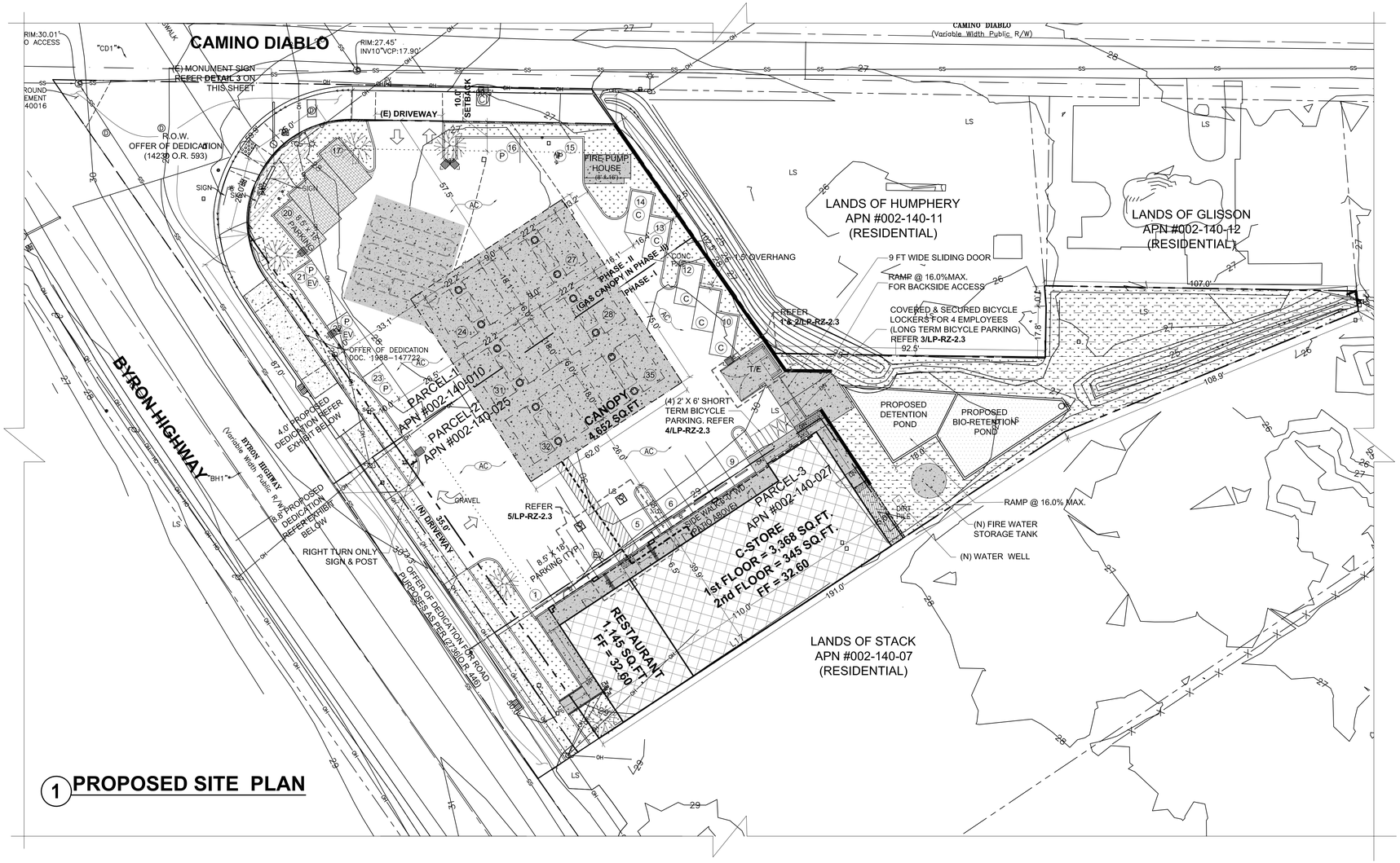
Building Design and Improvements•Construction Consulting

TITLE: EXISTING SITE & DEMOLITION PLAN

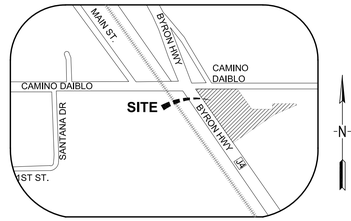
PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE: 07/12/2021
JOB : JSS-BR-01
DWG BY: DV
CHK BY: SPK

LP-RZ-2.0



1 PROPOSED SITE PLAN



VICINITY MAP
N.T.S

LEGEND:

- PROPOSED PROPERTY LINE
- ROAD CENTER LINE
- (E) PROPERTY LINE
- PARCEL LINE
- SETBACK LINE
- PROPOSED BUILDING
- CONCRETE PAVING
- ASPHALT CONCRETE PAVING
- LANDSCAPING
- POROUS ASPHALT PAVING. REFER POROUS CALCS ON THIS SHEET.
- BLOCK MASONRY WALL
- RETAINING WALL. REFER CIVIL PLANS FOR DETAILS
- SITE VISIBILITY ZONE
- PROPOSED 10' WIDE R.O.W. DEDICATION
- (E) DIRT TO BE CLEARED OF VEGETATION
- PROPOSED RETENTION/ DETENTION POND
- ACCESSIBLE AISLE AND PATH
- PARKING NUMBER
- ACCESSIBLE PARKING (9.0' x 19.0')
- COMPACT PARKING (7.5' x 16.0')
- PARALLEL PARKING (8.5' x 21.0')
- ELECTRIC VEHICLE CHARGING PARKING
- SITE LIGHTING. REFER ELECTRICAL PLANS FOR DETAILS
- WROUGHT IRON FENCE
- 34" HIGH GUARD RAIL

CONTRA COSTA ENVIRONMENTAL HEALTH DIVISION (CCEHD) NOTES:

1. A PERMIT FROM CCEHD IS REQUIRED FOR ANY WELL OR SOIL BORING PRIOR TO COMMENCING DRILLING ACTIVITIES, INCLUDING THOSE ASSOCIATED WITH WATER SUPPLY, ENVIRONMENTAL INVESTIGATION AND CLEANUP, OR GEOTECHNICAL INVESTIGATION.
2. ANY ABANDONED WELLS (WATER, ENVIRONMENTAL, OR GEOTECHNICAL) AND SEPTIC TANKS MUST BE DESTROYED UNDER PERMIT FROM CCEHD. IF THE EXISTENCE OF SUCH WELLS OR SEPTIC TANKS ARE KNOWN IN ADVANCE OR DISCOVERED DURING CONSTRUCTION OR OTHER ACTIVITIES, THESE MUST BE CLEARLY MARKED, KEPT SECURE, AND DESTROYED PURSUANT TO CCEHD REQUIREMENTS.
3. DEBRIS FROM CONSTRUCTION OR DEMOLITION ACTIVITY TO GO TO A SOLID WASTE OR RECYCLING FACILITY THAT COMPLIES WITH THE APPLICABLE REQUIREMENTS AND CAN LAWFULLY ACCEPT THE MATERIAL (e.g., SOLID WASTE PERMIT, EA NOTIFICATION, etc.). THE DEBRIS MUST BE TRANSPORTED BY A HAULER THAT CAN LAWFULLY TRANSPORT THE MATERIAL. DEBRIS BIN OR BOXES OF ONE CUBIC YARD OR MORE OWNED BY THE COLLECTION SERVICE OPERATOR SHALL BE IDENTIFIED WITH THE NAME AND TELEPHONE NUMBER OF THE AGENT SERVICING THE CONTAINER.

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT NOTES:

1. EMERGENCY APPARATUS ACCESS ROADWAYS AND HYDRANT TO BE INSTALLED, IN SERVICE, AND INSPECTED BY THE FIRE DISTRICT PRIOR TO CONSTRUCTION OR COMBUSTIBLE STORAGE ON SITE (501.4) CFC. A TEMPORARY AGGREGATE BASE OR ASPHALT GRINDINGS ROADWAY IS NOT CONSIDERED AN ALL-WEATHER SURFACE FOR EMERGENCY APPARATUS ACCESS. THE FIRST LIFT OF ASPHALT CONCRETE PAVING TO BE INSTALLED AS THE MINIMUM ROADWAY MATERIAL AND MUST BE ENGINEERED TO SUPPORT THE DESIGNATED GROSS VEHICLE WEIGHT OF 22/37 TONS.
2. FIRE FLOW REQUIREMENTS: MIN. 1500 GPM FOR 120 MINUTES DURATION AT MIN. 20 LBS RESIDUAL PRESSURE.
3. FLAMMABLE OR COMBUSTIBLE LIQUID STORAGE TANKS NOT TO BE LOCATED ON THE SITE WITHOUT OBTAINING APPROVAL AND NECESSARY PERMITS FROM THE FIRE DISTRICT (3401.4 CFC)
4. APPROVALS, LISTED BELOW ARE REQUIRED PRIOR TO CONSTRUCTION:
   - PRIVATE UNDERGROUND FIRE SERVICE WATER MAINS.
   - FIRE SPRINKLERS
   - FIRE ALARM/ FIRE SPRINKLER MONITORING SYSTEM.
   - ABOVE GROUND/ UNDERGROUND FLAMMABLE/ COMBUSTIBLE LIQUID STORAGE TANKS
   - COMMERCIAL KITCHEN HOOD EXTINGUISHING SYSTEMS
   - SPECIAL SUPPRESSION SYSTEMS.

PERVIOUS AREA ANALYSIS

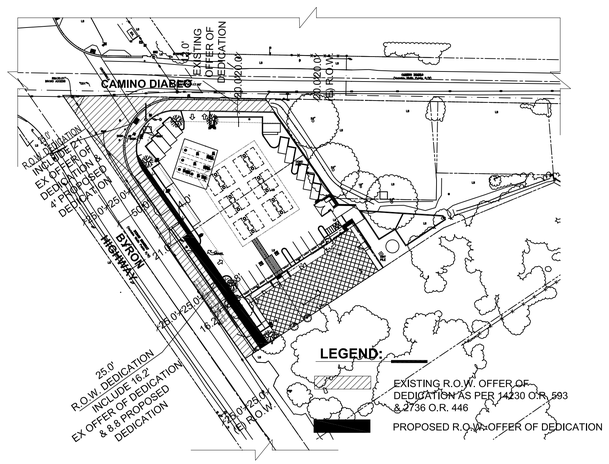
A) TOTAL SITE AREA: ..... 33,009 SQ.FT

B) PARKING SURFACE AREA
(INCL. GAS CANOPY CAR PARKING)
- 5 SPACES (7.5' X 16.0') ..... 600 SQ.FT.
- 24 SPACES (8.5' X 18.0') ..... 3,672 SQ.FT.
- 2 SPACES (9.0' X 19.0') ..... 342 SQ.FT
- 4 SPACES (8.5' X 21.0') ..... 714 SQ.FT.

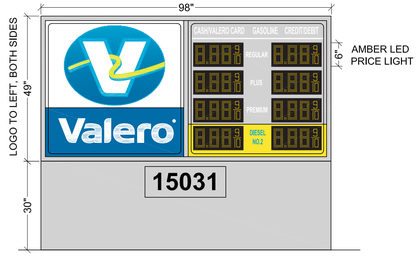
TOTAL ..... 5,328 SQ.FT

C) LANDSCAPING IN PARKING SURFACE AREA (SEC. 82-16.404(C)(3)
- REQUIRED ..... MIN. 5% OF 5,328 SQ.FT. = 266.4 SQ.FT.
- PROVIDED ..... 1436 SQ.FT. (26.9%) (LANDSCAPE ISLANDS IN PARKING AREA ONLY)

D) POROUS ASPHALT AREA IN PARKING (SEC. 82-16.404(a)(5)
- REQUIRED ..... MIN. 10% OF 5,328 SQ.FT. = 532.8 SQ.FT.
- PROVIDED ..... 614 SQ.FT. (11.5%)



2 R.O.W. DEDICATION EXHIBIT
SCALE: N.T.S.



3 (E) MONUMENT SIGN REFACED
SCALE: 1/2"=1'-0"

MONUMENT SIGN SPECIFICATION

CABINET CONSTRUCTION: ALUMINIUM

ILLUMINATION/ ELECTRICAL: STANDARD FLOURESCENT COOL WHITE HIGH OUTPUT INTERNAL ILLUMINATION, INTERNAL MAGNTEK BALLASTS (OR EQUAL), UL LABEL & VISIBLE DISCONNECT SWITCH ALL ELECTRICAL COMPONENTS TO BE UL LISTED & APPROVED.

FACE MATERIAL: MOLDED POLYCARBONATE CLEAR FACES W/ TRANSLUCENT 3M VINYL SECOND SURFACE DECORATION

FINISH SPECIFICATIONS: SHERWINN WILLIAMS PAINTED, RETAINERS, DIVIDER BARS, POLE & BASE TO MATCH VALERO LIGHT GRAY.

GENERAL NOTE: ALL SIGNAGES TO BE MANUFACTURED & INSTALLED ACCORDING TO LOCAL & NATIONAL BUILDING & ELECTRICAL CODES.

NORTH
GRAPHIC SCALE
-20 0 10 20 40 60
(IN FEET)
1 inch = 20 FEET

REVISIONS:

	REVISION ISSUE	DATED
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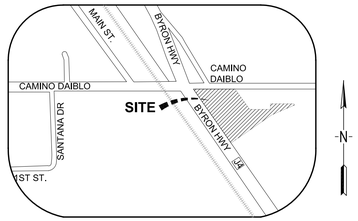
TITLE
PROPOSED SITE PLAN

PROJECT
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE:07/12/2021
JOB : JSS-BR-01
DWG BY:DV
CHK BY:SPK

LP-RZ-2.1

1 **ON-SITE CIRCULATION PLAN**



VICINITY MAP
N.T.S

LEGEND:

- PROPOSED PROPERTY LINE
- FUEL TRUCK ROUTE (DOUBLE TANKER (WB-40))
- 20' WIDE FIRE TRUCK ROUTE
- 5.0' WIDE PEDESTRIAN ACCESS ROUTE
- BICYCLE ACCESS ROUTE
- TRASH TRUCK ROUTE
- ONSITE CIRCULATION FOR GAS DISPENSERS
- UST'S — UNDERGROUND FUEL STORAGE TANKS

NORTH
GRAPHIC SCALE
-20 0 10 20 40 80
(IN FEET)
1 inch = 20 FEET

REVISIONS:

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TITLE: ON-SITE CIRCULATION PLAN

PROJECT:
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
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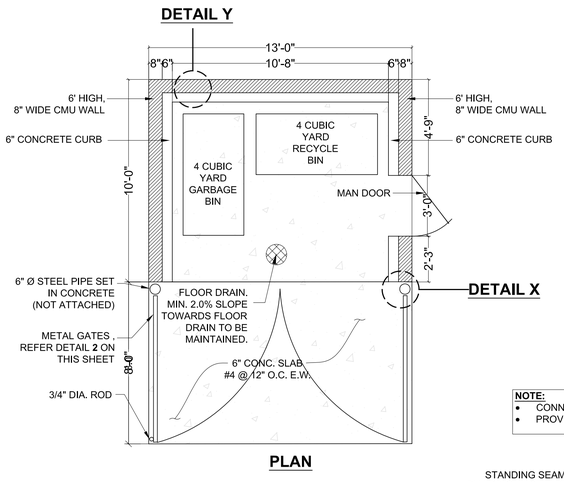
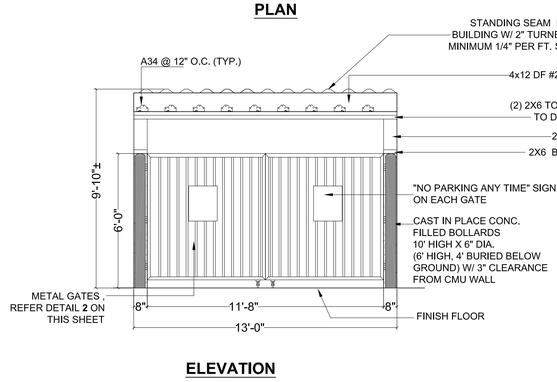
LP-RZ-2.2

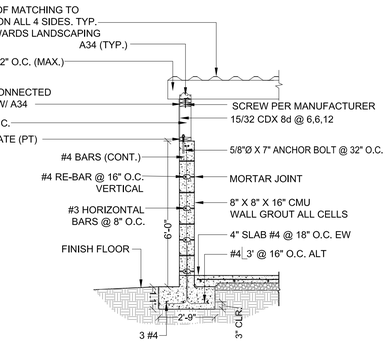


PLAN

NOTE:
- CONNECT FLOOR DRAIN TO THE SANITARY SEWER
- PROVIDE HOT/COLD WATER SUPPLY.



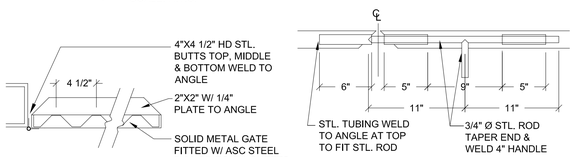
ELEVATION



DETAIL Y

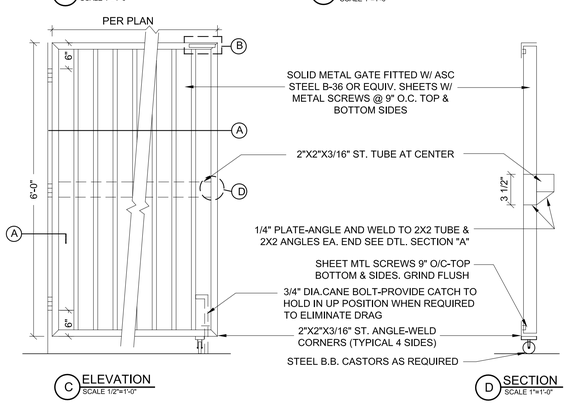
1 TRASH ENCLOSURE DETAIL

SCALE: N.T.S.



A CROSS SECTION SCALE 1"=1'-0"

B SLIDE BOLT DETAIL SCALE 1"=1'-0"

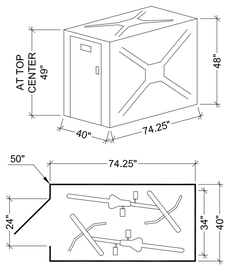


C ELEVATION SCALE 1/2"=1'-0"

D SECTION SCALE 1"=1'-0"

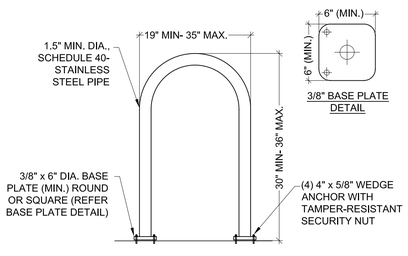
2 TRASH ENCLOSURE GATE DETAIL

SCALE: N.T.S.



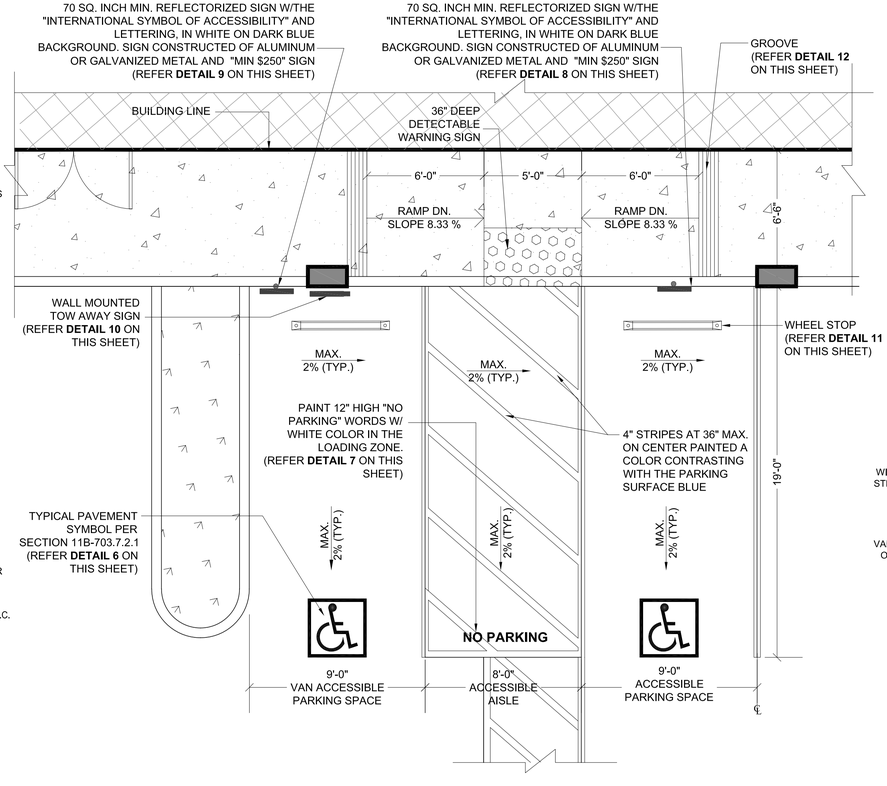
3 BICYCLE LOCKER

SCALE: N.T.S.



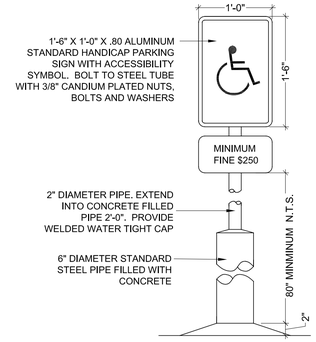
4 BICYCLE RACK

SCALE: N.T.S.



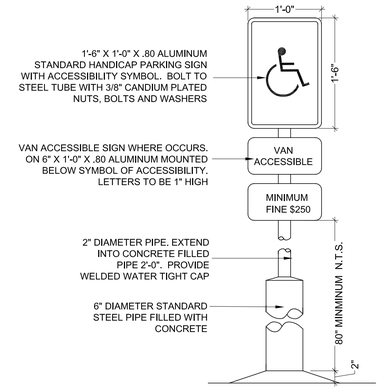
5 ACCESSIBLE PARKING DETAIL

SCALE: N.T.S.



8 STANDARD ACCESSIBLE SIGN

SCALE: N.T.S.

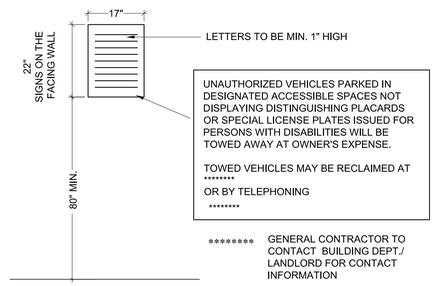


9 VAN ACCESSIBLE SIGN

SCALE: N.T.S.

6 ACCESSIBLE PAVEMENT MARKER

SCALE: N.T.S.



10 TOW AWAY SIGN

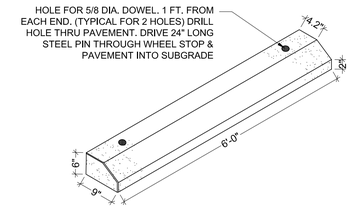
SCALE: N.T.S.

MARKING PER CAL TRANS STANDARD PLAN RSP A24E

THE WORDS "NO PARKING", SHALL BE PAINTED IN WHITE LETTERS NO LESS THAN 1'-0" HIGH ON A CONTRASTING BACKGROUND AND LOCATED SO THAT IT IS VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS.

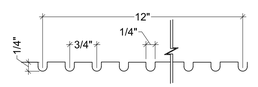
7 NO PARKING PAVEMENT MARKER

SCALE: N.T.S.



11 WHEEL STOP

SCALE: N.T.S.



12 GROOVE DETAIL @ RAMP

SCALE: N.T.S.

REVISIONS:

REVISION ISSUE	DATED

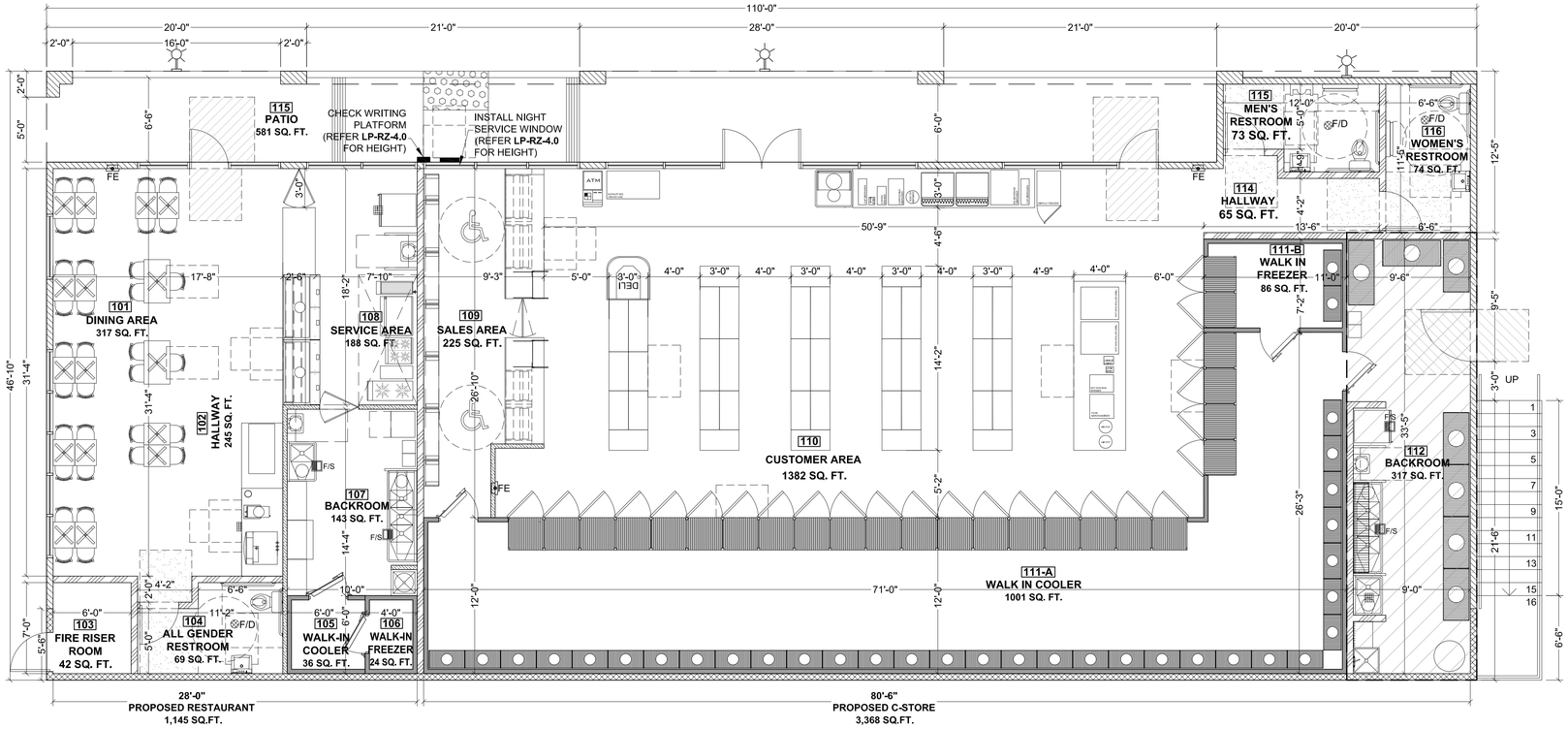
Continental Development Consultants, Inc.
Woodland, CA
Las Vegas, NV
Phone (702)347-6137; (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: SITE DETAILS

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE: 05/18/2021
JOB : JSS-BR-01
DWG BY: HPS
CHK BY: SPK

LP-RZ-2.3

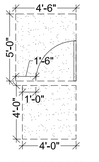


1 PROPOSED FLOOR PLAN

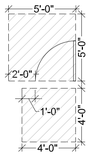
SCALE: 1'-0" = 3/16"

LEGEND

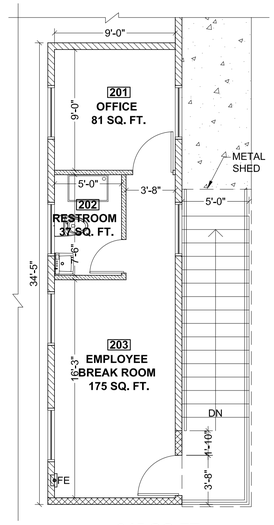
- 4 HR. RATED MASONRY BLOCK WALL
- 2 x 6 EXTERIOR WOOD STUD WALL @ 16" O.C. W/ STUCCO OUTSIDE & 1/2" GYP. BOARD ON INSIDE
- 2 x 6 INTERIOR WOOD STUD FULL HEIGHT WALL @ 16" O.C. W/ 1/2" GYP BOARD BOTH SIDES
- 2 x 4 INTERIOR WOOD STUD FULL HEIGHT WALL @ 16" O.C. W/ 1/2" GYP BOARD BOTH SIDES
- STEEL PANEL @ WALK-INS
- UPPER MEZZANINE FLOOR LINE
- STOREFRONT
- F/D FLOOR DRAIN
- F/S FLOOR SINK
- FE FIRE EXTINGUISHER
- WALL MOUNTED LED LIGHT
- 30" x 48" KNEE & TOE CLEARANCE



INTERIOR DOOR LANDINGS & MANEUVERING CLEARANCE FROM FRONT APPROACH



EXTERIOR DOOR LANDINGS & MANEUVERING CLEARANCE FROM FRONT APPROACH



345 SQ.FT.

1 PROPOSED SECOND FLOOR PLAN (345 SQ.FT.)

SCALE: 1'-0" = 3/16"

REVISIONS:

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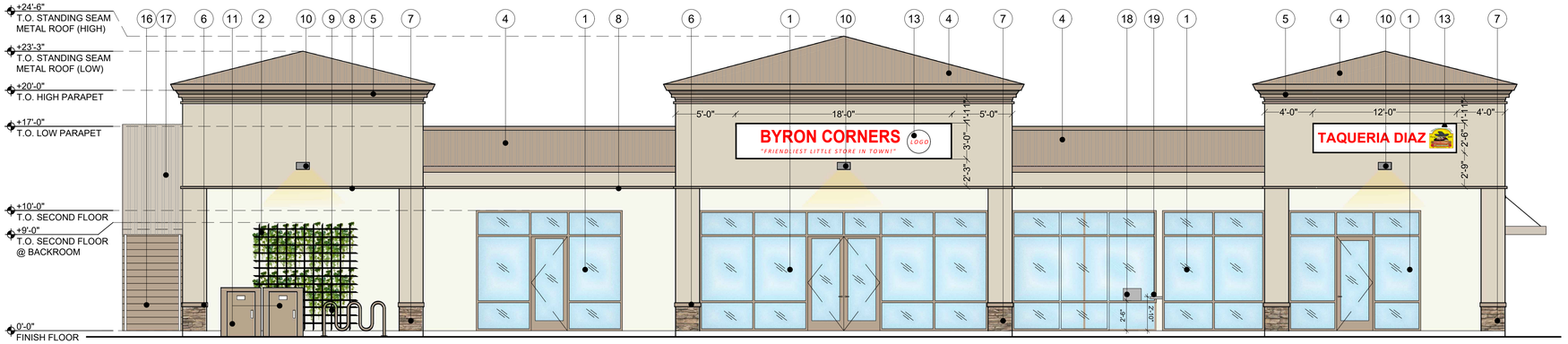
Civil Engineering • Land Planning and Zoning Entitlements •
Building Design and Improvements • Construction Consulting

TITLE: PROPOSED FLOOR PLANS

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE:07/12/2021
JOB : JSS-BR-01
DWG BY: DV
CHK BY: SPK

LP-RZ-3.0

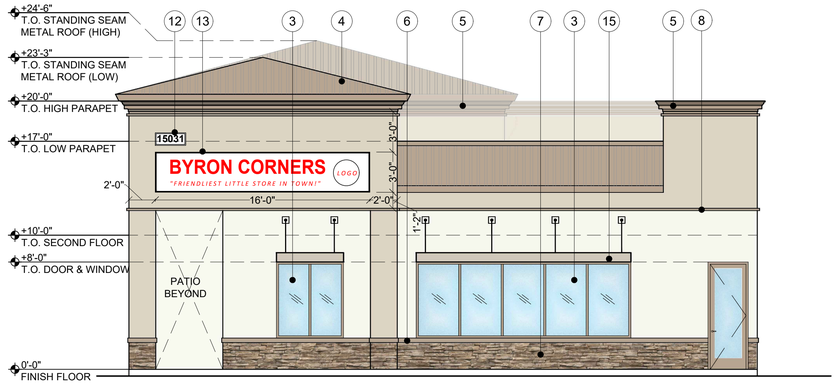


1 FRONT (NORTH-WEST) ELEVATION

SCALE: 3/16"=1'

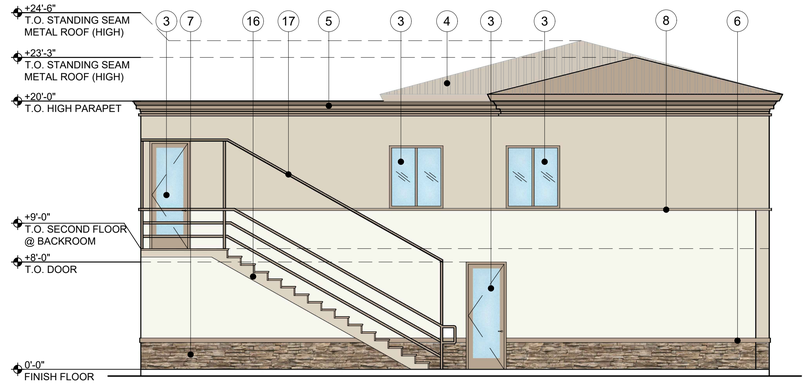
ELEVATION KEY NOTES:	
1	STOREFRONT SYSTEM
2	METAL LATTICE
3	WINDOW/DOOR SYSTEM
4	STANDING SEAM METAL ROOF
5	FOAM CORNICE
6	ACCENT STRIPE
7	STONE WAINSCOT
8	STUCCO TRIM
9	(4) 2' X 6' SHORT TERM BICYCLE PARKING.
10	WALL MOUNTED LED LIGHT
11	COVERED & SECURED BICYCLE LOCKERS FOR 4 EMPLOYEES
12	BUILDING ADDRESS
13	SIGNAGE
14	CMU BLOCK WALL W/ PAINTED FINISH
15	METAL AWNING
16	STAIRS
17	METAL SHED
18	NIGHT SERVICE WINDOW
19	CHECK WRITING PLATFORM

EXTERIOR COLOR SCHEDULE			
MATERIAL	LEGEND	COLOR OR TYPE	DESCRIPTION & ITEM CODES
STONE WAINSCOT	BASE	GOLDEN SAND	MANUFACTURER-CORONADO VIRGINIA LEDGE
SEMI-GLOSS PAINT	ACCENT-I	DELLWOOD SAND	BENJAMIN MOORE 1019
SEMI-GLOSS PAINT	BODY-I	DUSTY ROAD	BENJAMIN MOORE 1017
SEMI-GLOSS PAINT	BODY-II	SIMPLY WHITE	BENJAMIN MOORE 2143-70



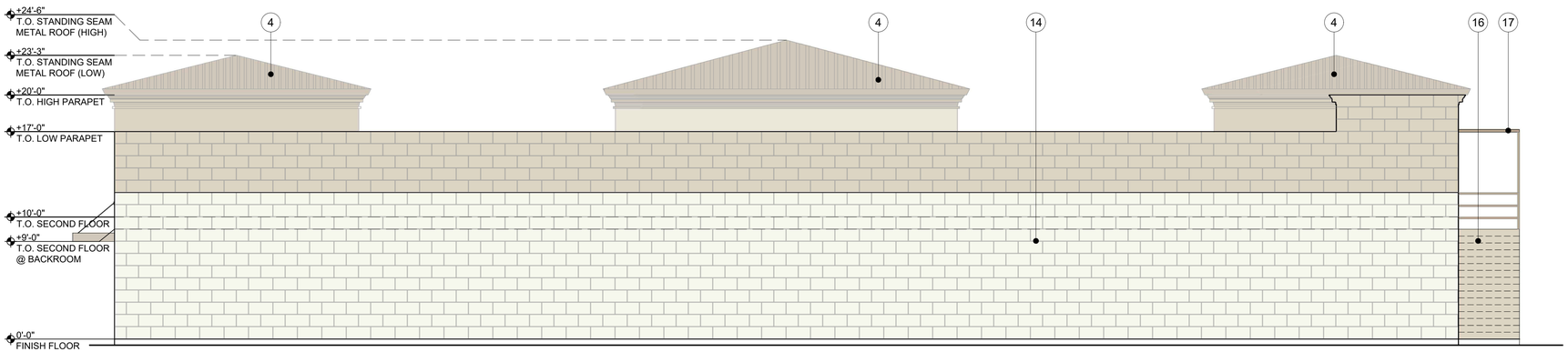
2 STREET SIDE (SOUTH-WEST) ELEVATION

SCALE: 3/16"=1'



3 INTERIOR SITE SIDE (NORTH-EAST) ELEVATION

SCALE: 3/16"=1'



4 REAR (SOUTH-EAST) ELEVATION

SCALE: 3/16"=1'

REVISIONS:

	REVISION / ISSUE	DATED
1		

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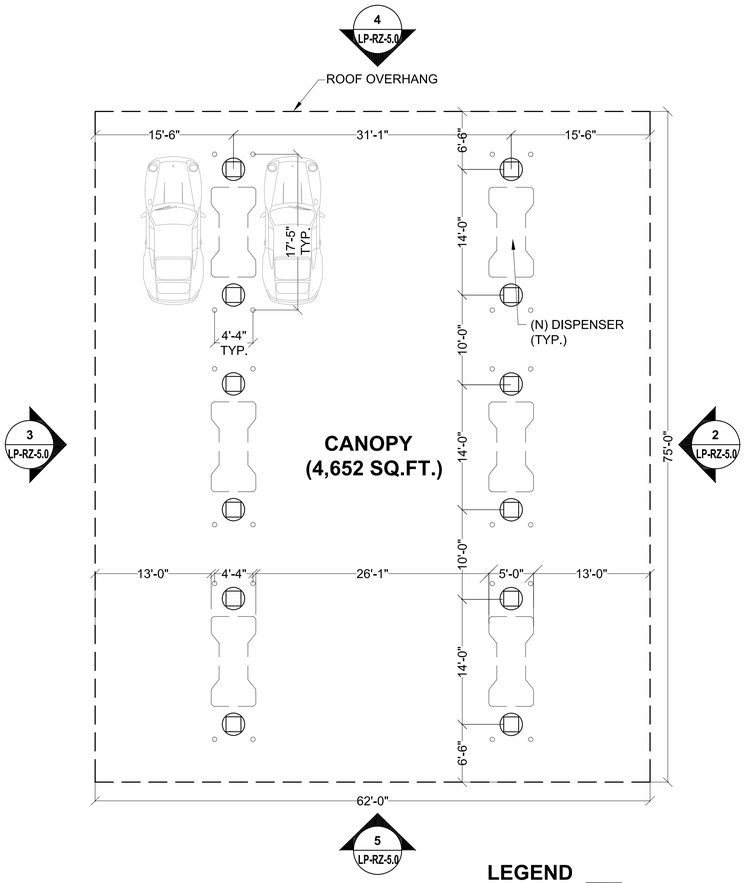
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: PROPOSED BUILDING ELEVATIONS

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE:07/12/2021
JOB : JSS-BR-01
DWG BY: DV
CHK BY: SPK

LP-RZ-4.0



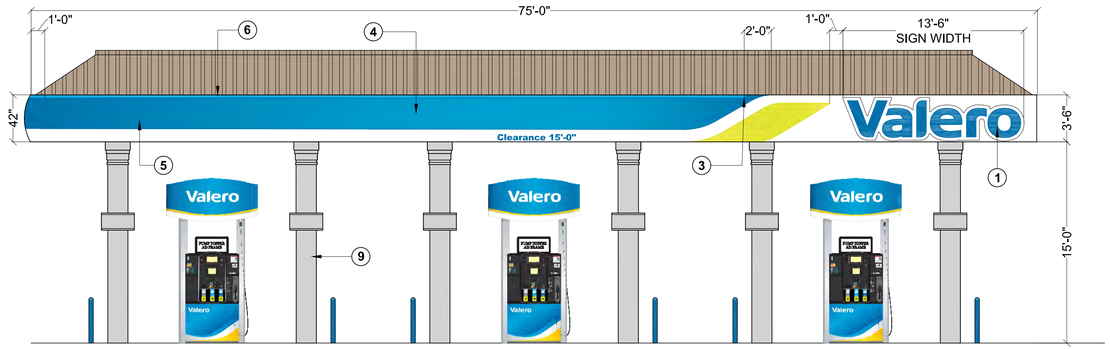
1 FLOOR PLAN

SCALE: 1/8" = 1'-0"

LEGEND

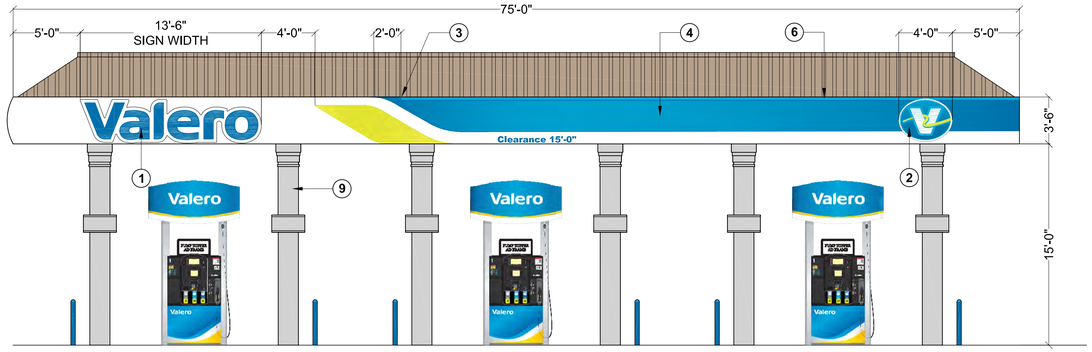
DISPENSER ON 6" HIGH CONCRETE PEDESTAL (REFER MANUFACTURER SPECIFICATIONS ALSO)

STR. COLUMNS WPAPPED PER VALERO



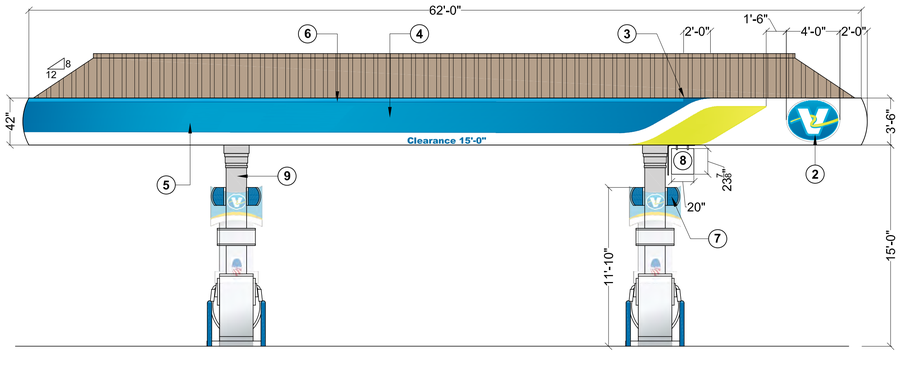
2 ELEVATION (NORTH-EAST)

SCALE: 3/16"=1'-0"



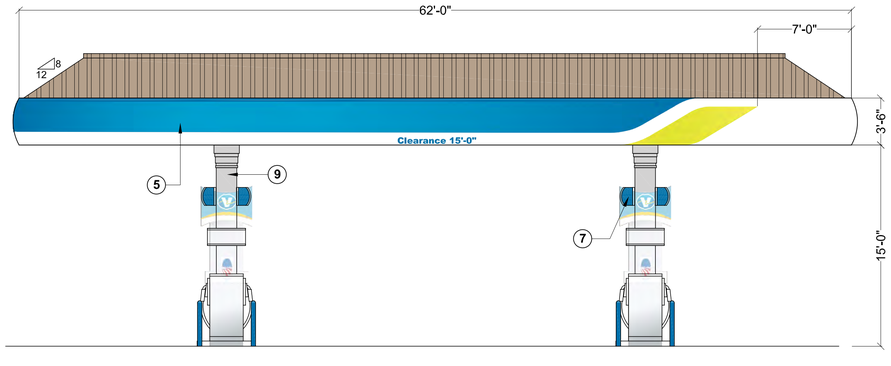
3 ELEVATION (SOUTH-WEST) - FACING BYRON HWY.

SCALE: 3/16"=1'-0"



4 ELEVATION (NORTH-WEST) - FACING CAMINO DIABLO

SCALE: 3/16"=1'-0"



5 ELEVATION (SOUTH-EAST) - FACING C-STORE

SCALE: 3/16"=1'-0"

KEYNOTES

1. ILLUMINATED VALERO LED WORD MARK SIGN.
2. ILLUMINATED VALERO LOGO.
3. STOP LIGHT BAR BEFORE END OF BLUE GRAPHIC AS SHOWN.
4. RADIUS FASCIA W/ ILLUMINATED LIGHT BAR
5. SILK-SCREENED DECORATION GRAPHIC WRAPS AROUND CORNER.
6. LED LIGHT BAR APPLIED TO FASCIA, ALIGN W/ TOP BAR HOUSING VALERO BLUE W/ BLUE LED LIGHT.
7. BLADE SIGN WHITE LETTERING W/ BLUE BACKGROUND.
8. INSTALL FLEET SIGN TO LIGHT STANDARD TOWARD STREET.
9. PAINTED COLUMN W/ VALERO LIGHT GRAY.

NOTE: REFER ELECTRICAL FOR CEILING PLAN.

REVISIONS:

REVISION ISSUE	DATED

Continental Development Consultants, Inc.
Woodland, CA
Las Vegas, NV
Phone (702)347-6137; (530)405-3780 • FAX (702)664-8237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: CANOPY - PLANS & ELEVATIONS

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

DATE: 06/03/2021
JOB : JSS-BR-01
DWG BY: DV
CHK BY: SPK

LP-RZ-5.0

ONSITE GRADING AND DRAINAGE IMPROVEMENTS
GAS STATION EXPANSION (RAISE & REBUILD)
15031, 15045 & 15507 BYRON HWY.
BYRON, CA 95514
COUNTY OF CONTRA COSTA
APN: 002-140-010-6, 002-140-025-4, 002-140-027-0
GROSS PROJECT AREA: 0.98 ACRE
NET AREA AFTER DEDICATION: 0.75 ACRE
DISTURBED AREA: 0.85 ACRE

VICINITY MAP
SCALE: – N.T.S.

EASEMENT NOTE:

ALL EASEMENTS SHOWN PER TITLE REPORT SUPPLIED BY WESTMINSTER TITLE COMPANY,INC.
ORDER NO. 15066331--PD-115
DATED JULY 5,2011
(APN: 002-140-009)/
(APN: 002-140-025)(NEW)
AND
ORDER NO. 15066326--PD-115
DATED JUNE 30,2011
(APN; 002-140-010)

TOPOGRAPHIC SURVEY NOTE:

INFORMATION SHOWN ON THIS PLAN IS BASED ON TOPOGRAPHIC SURVEY DATED 05/03/2021 PREPARED BY SLS AND SHOWN ON SHEET C2.0, C2.1.1 & C2.1.2.

FLOOD ZONE INFORMATION

(FEMA MAP #06013C0525F)

PROJECT FALLS UNDER OTHER AREAS OF FLOOD HAZARD IN WHICH 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE (ZONE X).

EARTHWORK QUANTITIES:

FOR EARTHWORK QUANTITIES REFER SHEET C3.0
GRADING AND DRAINAGE PLAN

OWNER/DEVELOPER/ CONTACT:-

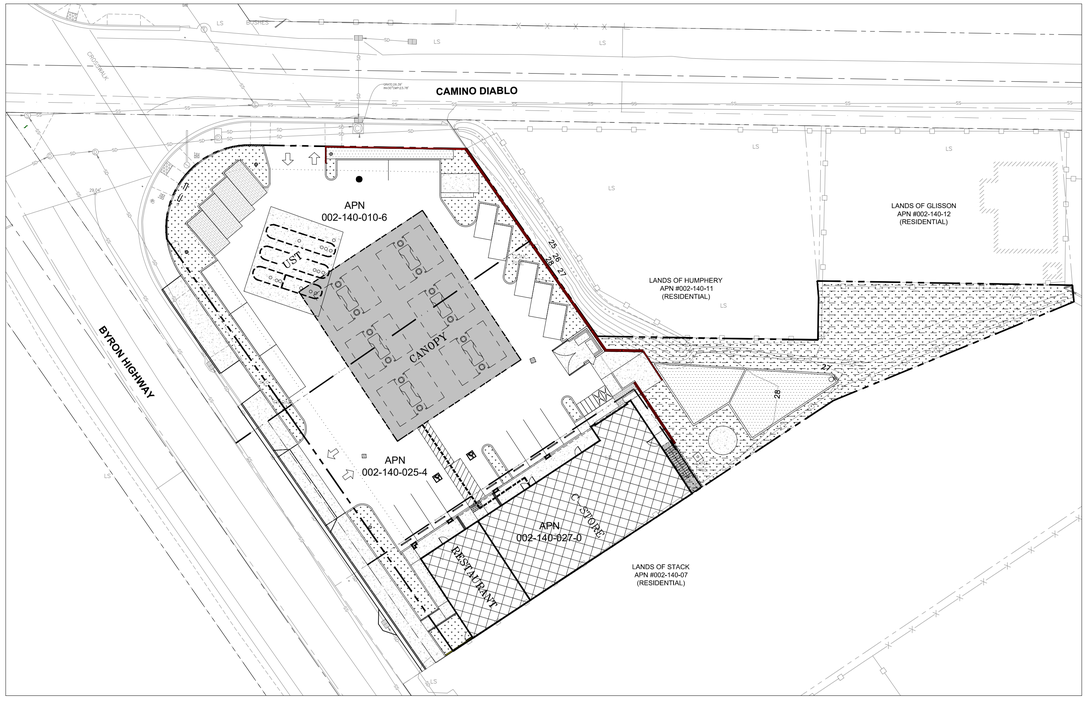
JASVIR SINGH SHAHI
15031 BYRON HWY
BYRON, CA 95514

CONTACT: –
JASVIR SINGH SHAHI
PHONE: –(925)759-8174
Email: – jasvirshahi@att.net

DESIGN CONSULTANTS :-

CONTINENTAL DEVELOPMENT CONSULTANTS, INC.
P.O. BOX 1924
WOODLAND CA 95776

CONTACT: –
HARSEV SINGH, PROJECT ENGINEER
PHONE: – (530) 848-9819, (530) 341-2558
Email: – singh.harsev@continentaldc.com



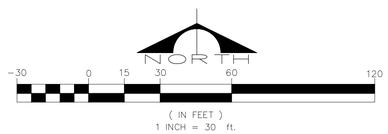
SHEET INDEX

1.	C1.0	COVER SHEET
2.	C1.1	NOTES
3.	C1.2	NOTES
4.	C2.0	TOPOGRAPHIC SURVEY NOTES
5.	C2.1.1	EXISTING SITE AND TOPOGRAPHY
6.	C2.1.2	EXISTING SITE AND TOPOGRAPHY
7.	C2.2	DEMOLITION PLAN
8.	C3.0	GRADING AND DRAINAGE PLAN
9.	C3.1	GRADING AND DRAINAGE PLAN
10.	C4.0	SURFACE IMPROVEMENTS PLAN
11.	C5.0	STREET IMPROVEMENTS PLAN
12.	C6.0	SITE SECTIONS
13.	C7.0	AGENCY DETAILS
14.	C8.0	UTILITY PLAN
15.	C8.1	FIRE TRUCK ACCESS PLAN
16.	C8.2	AGENCY DETAILS
17.	C9.0	EROSION AND SEDIMENT CONTROL PLAN
18.	C9.1	EROSION AND SEDIMENT CONTROL DETAILS
19.	C10.0	DRAINAGE MANAGEMENT AREA

LEGEND:

- PROPOSED PROPERTY LINE
- PARKING STRIPS
- BLDG LINE
- SETBACK LINE
- BLOCK RETAINING WALL
- CONCRETE RETAINING WALL
- (E) TREE & DRIP LINE
- # OVERHEAD BUILDING LINE
- CATV CABLE TV OVERHEAD LINE
- E ELECTRICAL OVERHEAD LINE
- ETC ELECTRICAL/TELEPHONE/ CABLE TV OVERHEAD LINE
- x FENCE LINE
- FLOW LINE
- HVE HIGH VOLTAGE ELECTRICAL OVERHEAD LINE
- SS STORM DRAIN LINE
- TC TELEPHONE/ CABLE TV OVERHEAD LINE
- CMP CORRUGATED METAL PIPE
- CPP CORRUGATED PLASTIC PIPE
- CYP CYPRESS
- DW DRIVEWAY
- EL ELEVATION
- FF FINISH FLOOR
- FL FLOW LINE
- INV INVERT
- PVC POLYVINYL CHLORIDE PIPE
- TC TOP OF CURB
- TOS TOP OF SLAB
- AD AREA DRAIN
- CO CLEAN OUT
- EM ELECTRICAL METER
- GV GAS VALVE
- GUY ANCHOR
- ICB IRRIGATION CONTROL BOX
- JOINT POLE
- RD ROOF DRAIN
- SSCO SANITARY SEWER CLEANOUT
- SSMH SANITARY SEWER MANHOLE
- SIGN
- UV UTILITY VAULT
- WM WATER METER
- BENCHMARK
- DRIPLINE — TREE: TYPE AND SIZE AS NOTED

811 know what's below call 811 before you dig



REVISIONS:

	REVISION ISSUE	DATED
1		

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Las Vegas, NV
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Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: COVER SHEET
PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 07/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

C1.0

CONTRA COSTA COUNTY GENERAL NOTES

1. FIELD CONFLICTS: THESE PLANS SHOW EXISTING FEATURES INCLUDING BUT NOT LIMITED TO TREES, UTILITIES, AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION OR PLACEMENT OF THE PROPOSED ENGINEERED IMPROVEMENTS. THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY EXISTING FEATURES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, THAT COULD IN ANY WAY BE IN POTENTIAL CONFLICT WITH THE DESIGN OF THESE PLANS. ALL WORK WITHIN THE VICINITY OF A POTENTIAL CONFLICT SHALL CEASE UNTIL AN ADEQUATE AND APPROPRIATE SOLUTION IS DETERMINED BY THE ENGINEER AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

2. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT HARSEV SINGH (PROFESSIONAL ENGINEER) , FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY.

3. BASIS OF BEARING: THE BEARINGS SHOWN ON THIS SURVEY BASED UPON NAD83 CALIFORNIA STATE PLANE ZONE 3.
DATUM: THE ELEVATIONS SHOWN ON THIS SURVEY NAVD88 BASED ON NGS BENCHMARK HS3648. THAT ELEVATION WAS TAKEN AS 30.1'.

4. ALL STREET IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 9 OF THE CURRENT COUNTY ORDINANCE CODE, COUNTY STANDARD SPECIFICATIONS AND STANDARD PLANS. ALL PEDESTRIAN IMPROVEMENTS SHALL CONFORM WITH THE REQUIREMENTS OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS AND THE AMERICANS WITH DISABILITIES ACT. THE IMPROVEMENTS ARE SUBJECT TO THE INSPECTION AND APPROVAL OF THE PUBLIC WORKS DEPARTMENT. CONTACT THE PUBLIC WORKS DESIGN / CONSTRUCTION DIVISION AT (925) 313-2320, AT LEAST 48 HOURS PRIOR TO THE START OF ANY WORK, TO ARRANGE FOR INSPECTION. ANY WORK PERFORMED WITHOUT PROVIDING THIS ADVANCED NOTICE WILL BE REJECTED AND THE DEVELOPER/CONTRACTOR MAY BE REQUIRED TO REMOVE THE IMPROVEMENTS AND MAY BE SUBJECT TO PAYMENT OF FINES AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.

5. QUALITY CONTROL PLAN: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING THE QUALITY OF MATERIAL ENTERING THE WORK SITE AND THE WORK PERFORMED, AND SHALL PERFORM TESTING TO ENSURE CONTROL. PRIOR TO START OF WORK THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN THAT MUST DESCRIBE THE METHODS AND FREQUENCY OF TESTING, IMPLEMENTATION OF CORRECTIVE ACTIONS AS NECESSARY, AND REPORTING OF TEST RESULTS, SPECIFIC TO EACH MATERIAL TO BE USED.

6. PLAN REVISIONS: ALL REVISIONS TO THIS PLAN MUST BE REVIEWED BY THE PUBLIC WORKS DEPARTMENT PRIOR TO CONSTRUCTION AND SHALL BE ACCURATELY SHOWN ON REVISED PLANS, STAMPED AND DISTRIBUTED BY THE ENGINEERING SERVICES DIVISION, PRIOR TO ACCEPTANCE OF THE WORK AS COMPLETE.

7. EXCAVATION: THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT AT 811 OR (800) 227-2600 TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE.

8. ALL UTILITY DISTRIBUTION SERVICES SHALL BE PLACED UNDERGROUND.

9. UTILITY CLEARANCE: PRIOR TO PLACING CURB, SIDEWALK, ASPHALT CONCRETE, SUBBASE OR BASE MATERIAL, ALL UNDERGROUND UTILITIES WITHIN THE RIGHT OF WAY SHALL BE INSTALLED, BACKFILL COMPLETED AND THE PUBLIC WORKS DEPARTMENT'S CONSTRUCTION DIVISION NOTIFIED, BY EACH OF THE UTILITY COMPANIES HAVING FACILITIES WITHIN THE WORK AREA, THAT THE UTILITY INSTALLATION HAS SATISFACTORILY PASSED ACCEPTANCE TESTS.

10. ALL MANHOLES OR INLETS OVER 4 FEET IN DEPTH SHALL BE PROVIDED WITH LADDER STEPS. LADDER STEPS SHALL BE INTEGRALLY CAST INTO THE WALLS OF THE MANHOLE OR INLET WHETHER PRECAST OR FIELD CAST IN ACCORDANCE WITH COUNTY SPECIFICATIONS. LADDER STEPS SHALL BE STEEL REINFORCED COPOLYMER POLYPROPYLENE PLASTIC OR EQUIVALENT.

11. PAVEMENT WIDENING: WHEN WIDENING THE PAVEMENT ON AN EXISTING ROAD, THE EXISTING PAVEMENT SHALL BE CUT TO A NEAT LINE AND REMOVED TO AN EXISTING ADEQUATE STRUCTURAL SECTION. AN EXPLORATORY TRENCH, OR POTHOLING, MAY BE REQUIRED TO DETERMINE THE LIMITS OF PAVEMENT REMOVAL.

12. RETAINING WALLS: RETAINING WALLS WITHIN PUBLIC ROAD RIGHTS OF WAY WILL BE INSPECTED BY THE PUBLIC WORKS DEPARTMENT.

a. A BUILDING PERMIT WILL BE REQUIRED FOR RETAINING WALLS, OUTSIDE PUBLIC ROAD RIGHTS OF WAY, THAT ARE 4 FEET OR HIGHER, OR THAT ARE 3 FEET OR HIGHER WITH SURCHARGE. PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS AS COMPLETE, VERIFICATION THAT THE BUILDING INSPECTION DEPARTMENT HAS SIGNED OFF ON THE PERMIT SHALL BE PROVIDED TO THE CONSTRUCTION INSPECTOR.

b. RETAINING WALLS UNDER 4 FEET HIGH (3 FEET HIGH WITH SURCHARGE) SHOWN ON THE IMPROVEMENT PLAN TO BE OUTSIDE OF PUBLIC ROAD RIGHT OF WAY, WILL BE INSPECTED BY CONTINENTAL DEVELOPMENT CONSULTANTS. A LETTER STATING THAT ALL WALLS WERE CONSTRUCTED IN ACCORDANCE WITH THE STRUCTURAL AND/OR GEOTECHNICAL ENGINEERS' RECOMMENDATIONS MUST BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT, PRIOR TO ACCEPTANCE OF IMPROVEMENTS AS COMPLETE.

13. REPRODUCIBLE 610MM X 920MM (24"X 36") MYLAR "AS BUILT"RECORD DRAWINGS ARE REQUIRED FOR ENGINEERED STRUCTURES WITHIN PUBLIC RIGHTS OF WAY OR EASEMENTS. STRUCTURES INCLUDE: BRIDGES, RETAINING WALLS, TIE BACKS, SUBDRAINS, ETC.

14. TREES: NO TREES SHALL BE REMOVED UNLESS THEY ARE SHOWN AND NOTED TO BE REMOVED ON THE IMPROVEMENT PLANS. IF ANY TREES ARE TO BE REMOVED, THE IMPROVEMENT PLANS MUST BE REVIEWED AND ACKNOWLEDGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT. ALL TREES CONFLICTING WITH GRADING, UTILITIES, OR OTHER IMPROVEMENTS, OR OVERHANGING THE SIDEWALK OR PAVEMENT SO AS TO FORM A NUISANCE OR HAZARD, SHALL BE TRIMMED, PROPERLY TREATED AND SEALED. A TREE PERMIT MAY BE NECESSARY AND CAN BE OBTAINED FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.

15. GRADES LESS THAN 1 PERCENT: WATER TESTING IS REQUIRED FOR ALL CURB GRADES LESS THAN ONE PERCENT.

16. ALL ASPHALT CONCRETE PAVING OF PUBLIC ROADS IS SUBJECT TO TESTS REQUIRED BY AMENDED SECTION 39-HOT MIX ASPHALT OF THE CONTRA COSTA COUNTY STANDARD SPECIFICATIONS DATED OCTOBER 16, 2014. BASED ON THESE TESTS, ADDITIONAL PAVEMENT TREATMENT MAY BE NECESSARY.

17. EXISTING CURB AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH NOT PROPOSED TO BE REMOVED, SHALL BE REPAIRED OR REPLACED, EVEN IF DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.

18. EROSION CONTROL: IF PAVING AND STORM DRAIN IMPROVEMENTS ARE NOT COMPLETED BY OCTOBER 1ST, TEMPORARY SILT AND DRAINAGE CONTROL FACILITIES SHALL BE INSTALLED TO CONTROL AND CONTAIN EROSION-CAUSED SILT DEPOSITS AND TO PROVIDE FOR THE SAFE DISCHARGE OF STORM WATERS INTO EXISTING STORM WATER FACILITIES. DESIGN OF THESE FACILITIES MUST BE APPROVED BY THE BUILDING INSPECTION DEPARTMENT.

19. PAVEMENT STRUCTURAL SECTION: THE THICKNESS OF SUB-BASE, BASE AND SURFACING WILL BE DETERMINED BY THE COUNTY PUBLIC WORKS DEPARTMENT BASED ON THE TRAFFIC INDEX AND SOILS TESTS FOR "R" VALUE.

20. PAVEMENT STRIPING: ALL TRAFFIC STRIPING AND MARKINGS SHALL BE THERMOPLASTIC UNLESS THESE PLANS DESIGNATE THE USE OF TRAFFIC PAINT.

21. ALL STRIPING ON MAJOR ROADS SHALL BE CAT TRACKED PRIOR TO FINAL INSTALLATION. FINAL INSTALLATION OF STRIPING WILL BE ALLOWED ONLY AFTER APPROVAL OF THE STRIPING LAYOUT BY THE CONSTRUCTION INSPECTOR.

22. ALL SUBDIVISION STREETS THAT ARE STUBBED OUT FOR FUTURE USE SHALL HAVE A SIGN POSTED AT THE END OF THE DEAD END STREET THAT READS: "THIS STREET PLANNED TO BE EXTENDED." THE SIGN SHALL BE REFLECTORIZED WITH BLACK 2-INCH CAPITAL SERIES "E" LETTERS ON A WHITE BACKGROUND, MEASURING 18 INCHES HIGH BY 36 INCHES WIDE. INSTALL WITH W31 ("END") SIGN BEHIND STANDARD END OF STREET BARRICADE. SEE COUNTY STANDARD PLAN CA 30.

23. THE CONTRACTOR SHALL 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 RESOURCE CONTROL BOARD OR ANY OF ITS REGIONAL WATER QUALITY CONTROL BOARDS.

24. THE CONTRACTOR IS RESPONSIBLE FOR PRESERVATION AND/OR PERPETUATION OF ALL EXISTING MONUMENTS (THAT CONTROL SUBDIVISIONS, TRACTS, STREETS OR HIGHWAYS, OR PROVIDE SURVEY CONTROL) WHICH WILL BE DISTURBED OR REMOVED DUE TO CONTRACTOR'S WORK. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 10 WORKING DAYS NOTICE, TO SURVEYOR ENGAGED BY THE CONTRACTOR, TO IDENTIFY NEARBY SURVEY MONUMENTS AND TO COORDINATE WITH CONTRACTOR REGARDING POTENTIAL DISTURBANCE OF THE MONUMENTS, PRIOR TO DISTURBANCE OR REMOVAL OF EXISTING MONUMENTS, SURVEYOR SHALL COORDINATE WITH THE CONTRACTOR TO RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR, PER BUSINESS AND PROFESSIONS CODE SECTION 8771.

25. ANY MATERIAL IMPORTED FOR THE CONSTRUCTION OF EMBANKMENTS OR AS BACKFILL FOR STRUCTURES, CULVERTS AND OTHER FACILITIES SHALL MEET THE FOLLOWING REQUIREMENTS:

PH*	>5.5(>7.3**)
WATER SOLUBLE SULFATE***	<0.2%
RESISTIVITY(R)*	>3000 OHM/CM**

* PER CALIFORNIA TEST 532 & 643.

** FOR BACKFILL AROUND METAL PIPE/CONDUIT.

*** REPORTED AS SO4

26. ENCROACHMENT PERMIT: THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ALL WORK WITHIN EXISTING COUNTY ROAD RIGHTS OF WAY. APPLICATIONS FOR ENCROACHMENT PERMIT, SUBMITTED MORE THAN 120 DAYS PAST THE PUBLIC WORKS "REVIEWED" DATE STAMP, MAY REQUIRE UP TO FOUR WEEKS TO PROCESS. FOR FURTHER PERMIT INFORMATION, CONTACT THE APPLICATION AND PERMIT CENTER AT (925) 674-7744.

27. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE COUNTY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

EXAMPLE OF A PAVEMENT DESIGN CHART

ROAD	LIMITS		DESIGN CRITERIA		PAVEMENT SECTION		
	FROM	TO	TI	R	AC	AB	AS

CENTRAL CONTRA COSTA SANITARY DISTRICT- SEWER NOTES

MATERIALS AND CONSTRUCTION

MATERIALS AND CONSTRUCTION OF SANITARY SEWERS SHALL CONFORM TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT STANDARD SPECIFICATIONS (LATEST EDITION).

COMPACTION TESTING

COMPACTION TESTING OF BEDDING AND BACKFILL, CONDUCTED UNDER THE DIRECTION OF A CIVIL OR GEOTECHNICAL ENGINEER LICENSED BY THE STATE OF CALIFORNIA IS REQUIRED ON THIS JOB. AS A CONDITION OF CCCSD'S ACCEPTANCE OF COMPLETE WORK, THE ENGINEER IN CHARGE OF THE COMPACTION TESTING SHALL SUBMIT A CERTIFICATION REPORT INDICATING THAT COMPACTION RESULTS MEET OR EXCEED THE REQUIREMENTS OF THE CCCSD STANDARD SPECIFICATIONS.
COMPACTION TESTING AND THE SUBMITTAL OF THE CERTIFICATION
REPORT SHALL BE COMPLETED PRIOR TO ACCEPTANCE TELEVISING OF THE SEWER AND INSTALLATION OF FINAL PAVING.

UNDERGROUND UTILITIES

PRIOR TO ANY EXCAVATION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF ALL UTILITY INSTALLATIONS INCLUDING, WITHOUT LIMITATION, PIPES, CONDUCTORS AND CONDUITS FOR ELECTRICITY, GAS, WATER, TELEPHONE, CABLE TV, SEWAGE, AND STORM DRAINAGE THAT COULD BE ENCOUNTERED DURING EXCAVATION. AT LEAST 48 HOURS PRIOR TO COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICES ALERT (USA) BY CALLING 1-800-227-2600, OR 811, IN ACCORDANCE WITH CALIFORNIA STATE LAW.

NOTIFICATION OF PROPERTY OWNERS

THE CONTRACTOR OR JOB OWNER SHALL PROVIDE WRITTEN NOTICE THAT SEWER IMPROVEMENTS ARE GOING TO BE INSTALLED AND THE TENTATIVE SCHEDULE FOR THE WORK TO PROPERTY OWNER(S) AND/OR RESIDENTS, WHO MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITIES. THIS NOTIFICATION SHALL BE MADE 7 CALENDAR DAYS BEFORE COMMENCEMENT OF SEWER CONSTRUCTION WORK.

EASEMENT STAKING

SURVEY STAKING OF ALL PUBLIC AND PRIVATE EASEMENTS IS REQUIRED FOR THIS JOB. THESE SURVEY STAKES SHALL BE SET AT THE SAME TIME AS THE SEWER CUT STAKES TO CONFIRM THAT THE PROPOSED SANITARY SEWER WILL BE CONSTRUCTED WITHIN THE EASEMENT. SURVEY STAKES SHALL BE PLACED AT MAXIMUM FIFTY (50) FOOT INTERVALS, AT ALL ANGLE POINTS, AND AT THE BEGINNING, MIDPOINT AND END OF BOTH HORIZONTAL AND VERTICAL CURVES. ALL EASEMENT STAKING AND SEWER CUT STAKES SHALL BE AVAILABLE FOR PRECONSTRUCTION INSPECTION BY CCCSD PRIOR TO ACCEPTANCE OF THE FINAL CONSTRUCTION PLANS.

MANHOLES

STANDARD MANHOLES FOR NEW CONSTRUCTION SHALL BE CONSTRUCTED WITH PRE-CAST MANHOLE BASES EXCEPT FOR MANHOLES TO BE CONSTRUCTED AT THE CONNECTION POINT FOR EXISTING SEWER MAINS. ALL PRE-CAST MANHOLES SHALL HAVE COMPLETE SHOP DRAWINGS FROM THE MANUFACTURER AND RECEIVE FAVORABLE REVIEW BY CCCSD PRIOR TO ORDERING THE BASES.

PAVEMENT RESTORATION

PAVEMENT CUT FOR TRENCHING AND/OR DAMAGES CAUSED DURING THE WORK MUST BE RESTORED WITH A CROSS SECTION EQUAL TO THAT OF THE EXISTING ROAD, OR A MINIMUM OF TWO AND ONE-HALF (2-1/2) INCHES OF ASPHALT OVER SIX (6) INCHES OF AGGREGATE BASE (WHICHEVER IS
GREATER). THE LIMITS OF THE PAVEMENT RESTORATION MUST EXTEND TO COMPETENT EXISTING PAVEMENT, AND SHALL BE "T-CUT" WITH A MINIMUM WIDTH EQUAL TO THE TRENCH WIDTH PLUS TWELVE (12) INCHES ON EACH SIDE OF THE TRENCH. WHERE THE EDGE OF THE "T-CUT" IS WITHIN TWENTY-FOUR (24) INCHES OF THE EDGE OF THE EXISTING PAVING, RESTORATION IN THAT AREA MUST EXTEND TO THE EDGE OF THE ROAD. MORE STRINGENT
REQUIREMENTS IMPOSED BY THE LOCAL JURISDICTION WILL SUPERSEDE CCCSD REQUIREMENTS FOR PAVEMENT RESTORATION.

CONNECTIONS OF BUILDINGS

THIS JOB IS FOR THE CONSTRUCTION OF THE MAIN SEWER LINE AND LATERAL SEWERS ONLY. BUILDINGS SHALL NOT BE CONNECTED TO THE SANITARY SEWER UNTIL:
THE MAIN SEWER EXTENSION IS COMPLETED AND ACCEPTED FOR USE BY CCCSD.

- THE BUILDING ROUGH PLUMBING IS COMPLETE AND

APPROVED BY THE PROPER AUTHORITY.

- APPLICABLE CONNECTION FEES ARE PAID TO CCCSD.
- A REGISTERED SEWER CONTRACTOR OBTAINS A CONNECTION PERMIT FROM CCCSD.

PROTECTION OF SURVEY MONUMENTS

IF SURVEY MONUMENTS ARE DISTURBED OR DESTROYED, THE CONTRACTOR SHALL ENGAGE A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA TO RESET THE MONUMENTS AND FILE A CORNER RECORD OR RECORD OF SURVEY (ROS) AS REQUIRED BY THE LAW. COPIES OF FILED CORNER RECORDS OR ROS SHALL BE SUBMITTED TO CCCSD.
TREE PROTECTION

CONTRACTOR SHALL PROTECT ALL TREES AND SHRUBS THAT ARE WITHIN OR
ADJACENT TO THE CONSTRUCTION AREA PER CCCSD STANDARD
SPECIFICATION SECTION 15.02900. REFER TO ARBORIST REPORT PREPARED BY _____, DATED ____. (LAST SENTENCE IS OPTIONAL IF PIPELINE WORKS WILL BE UNDER DRIP LINE OF PROTECTED TREES.)

EROSION CONTROL

THE CONSTRUCTION SITE OPERATOR SHALL FILE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WITH THE REGIONAL WATER BOARD IF THE PROJECT DISTURBS ONE OR MORE ACRES OF SOIL OR IF THE PROJECT DISTURBS LESS THAN ONE ACRE BUT IS PART OF A LARGER PLAN OF DEVELOPMENT THAT TOTALS TO ONE OR MORE ACRES.

REVISIONS:

	REVISION ISSUE	DATED
1		

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
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Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE NOTES

PROJECT LP13-2025

C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/10/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:RP
CHK BY: HS

C1.1

CONTRACTOR NOTES

1. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE COMPLETION OF THE PROJECT.
2. SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE PROJECT ENGINEER FOR SUCH FURTHER EXPLANATIONS AS MAY BE NECESSARY
3. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE DESIGN ENGINEER.
4. THE ACCESSIBLE PATH OF TRAVEL(INCLUDING SIDEWALK AND ASPHALT) SHALL SLOPE AT 5.0% MAX IN THE DIRECTION OF TRAVEL, AND 2.0% MAX CROSS-SLOPE, PER CBC 11B-403.3 THESE SLOPES (AND THE 2.0% AT THE PARKING STALL AND ACCESS AISLE) ARE MAXIMUMS, AS THE ABSOLUTE SLOPES SHOWN DONOT ACCOUNT FOR CONSTRUCTION TOLERANCES, PER CBC 11B-104.1.1.
5. EXCAVATION SHALL BE ADEQUATELY SHORED, BRACED, AND SHEETED TO PREVENT EARTH SLIDE/SETTLEMENT AND TO PROTECT EXISTING IMPROVEMENTS OF ANY KIND FROM DAMAGE. DAMAGE RESULTING FROM INADEQUATE SHORING, BRACING, AND SHEETING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THE CONTRACTOR SHALL PERFORM NECESSARY REPAIRS OR RECONSTRUCTION AT THE CONTRACTOR'S OWN EXPENSE. ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS IN A SAFE MANNER TO PROTECT BOTH THEIR EMPLOYEES AND THE PUBLIC. ALL CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. CONTINENTAL DEVELOPMENT CONSULTANTS, ITS EMPLOYEES INCLUDING THE CIVIL ENGINEER AND CONSULTANTS SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS'COMPLIANCE WITH THE ABOVE STATED OCCUPATIONAL SAFETY AND HEALTH REGULATIONS AND CONSTRUCTION SAFETY ORDERS..
6. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS AT THE JOB SITE FOR PUBLIC WORKS, AMBULANCE, POLICE AND FIRE DEPARTMENTS. CONTRACTOR SHALL POST SIGN AT JOB SITE BEARING OWNER'S NAME AND SITE ADDRESS. PROPERTY CORNERS SHALL CLEARLY BE MARKED.
7. THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR ANY PRIVATE PROPERTY ADJACENT TO THE WORK AREA THROUGHOUT THE PERIOD OF CONSTRUCTION.
8. PRIOR TO COMMENCEMENT OF ANY WORK ON ADJACENT PROPERTY, THE OWNER SHALL OBTAIN WRITTEN PERMISSION FROM AFFECTED PROPERTY OWNERS.
9. ENCROACHMENT PERMITS ARE REQUIRED FOR WORK WITHIN THE EXISTING PUBLIC RIGHT-OF-WAY. ENCROACHMENT PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.
10. ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD, UNLESS OTHERWISE NOTED.
11. CONTINENTAL DEVELOPMENT CONSULTANTS, PROJECT ENGINEER, AND DESIGNER IS NOT RESPONSIBLE FOR ANY MISTAKES OR ERRORS ON THE PLANS THAT MAY ARISE DUE TO LACK OF TOPOGRAPHICAL SURVEY OR CONSTRUCTION SITE INFORMATION. THE CONTRACTOR SHALL CONFIRM THE GROUND ELEVATIONS AND OVERALL TOPOGRAPHY OF THE SITE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY CONTINENTAL DEVELOPMENT CONSULTANTS, INC. IN WRITING IMMEDIATELY OF ANY DIFFERENCES IN TOPOGRAPHY FROM THAT SHOWN ON THIS PLAN WHICH MAY REQUIRE CHANGES IN DESIGN.
12. THE REMOVAL OF OBSTRUCTIONS (POWER POLES, FENCES, RETAINING WALLS, TREES, STRUCTURES, PIPELINES, PAVING, ETC.) SHALL BE AT THE CONTRACTOR'S EXPENSE.
13. ALL RECYCLABLE MATERIALS SHALL BE PROCESSED AND STORED AT THE SITES DESIGNATED ON THE PLANS APPROVED BY THE ENGINEER.
14. EXCESS MATERIAL SHALL BE PLACED AT AN APPROVED FILL SITE.
15. ALL STREETS SHALL BE SWEPT AND VACUUMED IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN FOR THE DURATION OF THE PROJECT WORK.
16. SURPLUS EXCAVATED MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF-SITE IN A MANNER APPROVED BY THE CITY ENGINEER. CONTRACTOR SHALL OBTAIN OFF-HAUL ROUTE APPROVAL FROM THE CITY ENGINEER A MINIMUM OF 14 CALENDAR DAYS PRIOR TO THE START OF EXCAVATION WORK.
17. DURING GRADING OPERATIONS, THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES ON SITES AND ON HAUL ROUTES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AN AIRBORNE DUST NUISANCE FROM THE CONSTRUCTION SITE BY WATERING AND/OR TREATING THE SITE IN SUCH A MANNER TO LIMIT THE EXTENT OF AIRBORNE DUST PARTICLES.
19. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE SITE OR SURROUNDING AREA DUE TO DUST OR EROSION, RESULTING FROM WORK DONE BY THE CONTRACTOR.
20. CUT/FILL QUANTITIES PROVIDED IN THESE PLANS ARE ONLY ESTIMATES. QUANTITIES TAKE NO SHRINKAGE OR SWELL INTO ACCOUNT AND ARE PROVIDED FOR ROUGH ESTIMATING PURPOSES ONLY. CONTINENTAL DEVELOPMENT CONSULTANTS, ITS EMPLOYEES INCLUDING THE CIVIL ENGINEER AND CONSULTANTS ARE NOT ACCOUNTABLE FOR ANY ERRORS. DUE TO THE NATURE OF CUT AND FILL, EXACT VOLUME WILL BE DETERMINED AT THE TIME OF FIELD EXCAVATION. DEVELOPER AND/OR CONTRACTOR IS ADVISED TO PERFORM THEIR OWN QUANTITY TAKEOFF.
21. ELECTRONIC FILES FURNISHED BY CONSULTANT IS SUBJECT TO APPROPRIATE ACCEPTANCE TESTS TO BE PERFORMED BY THE CONTRACTOR. RECIPIENT IS AWARE THAT DIFFERENCES MAY EXIST BETWEEN THE ELECTRONICS FILES DELIVERED AND THE PRINTED HARD COPY CONSTRUCTION DOCUMENTS PREPARED BY CONTINENTAL DEVELOPMENT CONSULTANTS AND ELECTRONIC FILES, THE SIGNED AND STAMPED OR SEALED HARD COPY OF CONSTRUCTION DOCUMENTS SHALL GOVERN.
22. THIS DESIGN IS VALID FOR CONDITIONS AS THEY EXIST IN THE TOPOGRAPHIC SURVEY DONE BY OTHERS.
23. THE PLANS AND DOCUMENTS ARE BEING PROVIDED FOR THE EXCLUSIVE USE OF THIS SITE BY THE CLIENT OR GENERAL CONTRACTOR, AS PER THE SCOPE OF WORK ESTABLISHED. IF CHANGES IN DESIGN BECOME NECESSARY OR IF DESIGN ITEMS ARE NOT INCORPORATED INTO PLANS, CONTINENTAL DEVELOPMENT CONSULTANTS SHOULD BE NOTIFIED FOR MODIFICATIONS
24. ANY ITEMS NOT SPECIFICALLY ADDRESSED HEREIN TO COMPLY WITH THE REQUIREMENTS OF THE GOVERNING JURISDICTION.

GRADING NOTES

1. ALL GRADING SHALL CONFORM TO CONTRA COSTA COUNTY GRADING CODE AND STANDARDS PERTAINING THERETO.
2. ALL CUT AND FILL SLOPES SHALL NOT BE STEEPER THAN 2 HORIZONTAL TO 1 VERTICAL WITHOUT USE OF A RETAINING WALL.
3. FILL AREAS SLOPING STEEPER THAN 5:1 SHALL BE KEYED AND BENCHED TO SUPPORT FILL.
4. ALL FILL AREAS SHALL BE CLEARED OF ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FOR A STRUCTURAL FILL AND THE AREAS SCARIFIED TO A DEPTH OF 6 INCHES.
5. FILL MATERIALS SHALL BE PLACED IN LAYERS NOT EXCEEDING 6 INCHES IN COMPACTED THICKNESS AND COMPACTED AT OPTIMUM MOISTURE CONTENT BY APPROVED METHOD, AS RECOMMENDED IN SOILS REPORT.
6. ALL FILL TO BE COMPACTED TO A MINIMUM OF 90% RELATIVE COMPACTION AND SO CERTIFIED BY TESTS AND REPORTS PERFORMED BY A SOILS ENGINEER.
7. BERMS OR DRAINAGE DEVICES SHALL BE PLACED AT THE TOP OF ALL FILL SLOPES.
8. ALL FILL MATERIAL SHALL NOT CONTAIN DETRIMENTAL AMOUNTS OF ORGANIC MATTER. NO ROCK OR IRREDUCIBLE MATERIAL WITH A MINIMUM DIMENSION GREATER THAN 12 INCHES SHALL BE BURIED OR PLACED IN FILLS.
9. EROSION AND SEDIMENTATION WILL BE CONTROLLED BY BERMS, PLANTING, RIP-RAP OR OTHER DEVICES OR METHODS.
10. GEOTECHINAL ENGINEER'S RECOMMENDATION NEEDS TO BE COMPLIED WITH AND THE REQUIRED SPECIAL INSPECTION(S) ARE TO BE DONE IN A TIMELY MANNER.
11. WATER TESTING REQUIRED BEFORE PAVING FOR GRADES LESS THAN 1%.

ENGINEER AND DESIGNER DISCLAIMER NOTE

CONTINENTAL DEVELOPMENT CONSULTANTS, PROJECT ENGINEER, AND DESIGNER IS NOT RESPONSIBLE FOR ANY MISTAKES OR ERRORS ON THE PLANS THAT MAY ARISE DUE TO LACK OF TOPOGRAPHICAL SURVEY OR CONSTRUCTION SITE INFORMATION.

EARTHWORK (CUT AND FILL) CALCULATIONS NOTE

FOR CUT/FILL QUANTITIES REFER SHEET C3.0 THESE CALCULATION'S WERE DONE USING CIVIL 3D VOLUME CALCULATOR FROM EXISTING GRADE AND PROPOSED FINISH GRADE TERRAIN MODELS, USING THE GRID METHOD. NO SHRINKAGE OR EXPANSION OF THE SOIL IS CONSIDERED. DUE TO THE NATURE OF CUT AND FILL CALCULATIONS, THE PERSON WHO PERFORMS THESE CALCULATIONS OR CONTINENTAL DEVELOPMENT ARE NOT ACCOUNTABLE FOR ANY ERRORS. DEVELOPER OR CONTRACTOR SHOULD HIRE AN INDEPENDENT ENGINEER TO PERFORM THESE CALCULATIONS. EXACT EXCAVATION VOLUME WILL BE DETERMINED AT TIME OF FIELD EXCAVATION.

UTILITY NOTES

1. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST THREE WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FIELD LOCATE UTILITIES. CALL UNDERGROUND SERVICE ALERT (U.S.A.), AT 811. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE THESE LOCATIONS AT THE PROPOSED POINTS OF CONNECTION AND IN AREAS OF POSSIBLE CONFLICT WITH NEW UTILITY INSTALLATION PRIOR TO BEGINNING CONSTRUCTION. SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
2. DRY UTILITY POWER, GAS, CABLE & TELEPHONE TO BE DESIGNED & APPROVED BY RESPECTIVE UTILITY COMPANIES, CONTRACTOR TO MEET COMPANIES PRIOR TO CONSTRUCTION.
3. OWNER, AT OWNER'S SOLE COST AND EXPENSE, SHALL MAINTAIN THE PRIVATE DRAINAGE PIPELINE IN GOOD WORKING ORDER AND REPAIR COMMENSURATE WITH THE COUNTY'S STANDARDS FOR SIMILAR DRAINAGE PIPELINES SUCH THAT WATER FLOWS FREELY THROUGH THE SYSTEM AS AND WHEN WEATHER EVENTS OR OTHER SOURCES OF SURFACE WATER RUNOFF OCCUR. OWNER SHALL AT ALL TIMES TAKE ALL NECESSARY ACTIONS TO KEEP THE DRAINAGE PIPELINE FREE FROM DEBRIS, TRASH, FOLIAGE AND ANY OTHER OBSTRUCTION WHICH MAY DISRUPT, ALTER, IMPEDE OR CHANGE THE FLOW OF WATER. OWNER SHALL ALSO PERFORM ANY RELOCATION OF THE DRAINAGE PIPELINE PURSUANT TO THE STANDARD SPECIFICATIONS OF THE COUNTY SHOULD RELOCATION BE NECESSARY DUE TO PIPE FAILURE OR BLOCKAGE, AS DETERMINED NECESSARY BY THE COUNTY.
4. WATER MAINS AND SERVICES, INCLUDING THE METERS, MUST BE LOCATED AT LEAST 10 FT. HORIZONTALLY FROM AND 1 FT. VERTICALLY ABOVE ANY PARALLEL PIPELINE CONVEYING UNTREATED SEWAGE (INCLUDING SANITARY SEWER LATERALS), AND AT LEAST 4 FT. FROM AND ONE FOOT VERTICALLY ABOVE ANY PARALLEL PIPELINE CONVEYING STORM DRAINAGE.
5. THE EXISTENCE & LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURE SHOWN ON THIS PLAN ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS OR TOPOGRAPHIC SURVEY OR PROVIDED BY RESPECTIVE AHJ'S. THE CONTRACTOR IS REQUIRED TO VERIFY/LOCATE ALL ONSITE AND OFFSITE UNDERGROUND UTILITY LINES PRIOR TO CONSTRUCTION AND W/RESPECTIVE UTILITY PURVEYORS IN ADVANCE AND TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE DRAWINGS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION ON DATA. UNDERGROUND SERVICE ALERT SHALL BE CONTACTED TWO WORKING DAYS PRIOR TO CONSTRUCTION @ 1-800-227-2600.
6. ALL DISTURBED IMPROVEMENTS SHALL BE REPLACED IN KIND.
7. FIELD VERIFY IF ANY EXISTING PULL BOXES ARE IN CONFLICT OF NEW DRIVEWAYS OR ADA RAMPS. REPLACE IN KIND TO THE SATISFACTION OF AHJ.
8. REFER AND COORDINATE JOINT TRENCH PLAN BY OTHERS FOR POWER, GAS, CABLE AND TELEPHONE UTILITIES.

811 know what's below call 811 before you dig

REVISIONS:

	REVISION	ISSUE	DATED
1			

Continental Development Consultants, Inc.
Las Vegas, NV | Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: NOTES

PROJECT: LP13-2025

C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/10/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

C1.2

C 2.0

SURVEYOR NOTES

1. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.

2. Utilities shown have been located from visible above-ground, on-site observation only. Therefore the surveyor assumes no liability for the location and or existence of any utilities that may have been concealed at the time of this survey. The locations of underground utilities have not been located and are not included as a portion of this survey. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned.

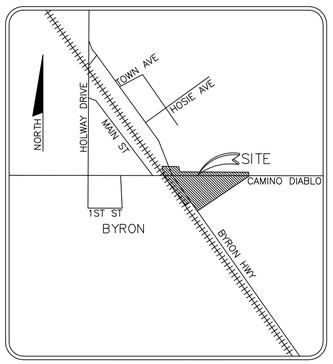
3. Areas outside of property boundary and roadways are surveyed via aerial observation only.

BASIS OF BEARINGS NOTE

The bearings shown on this survey are based upon NAD83 California State Plane Zone 3

DATUM NOTE

The elevations shown on this survey NAVD88 based on NGS Benchmark HS3648. That elevation was taken as 30.1'



VICINITY MAP
NO SCALE

TITLE DESCRIPTION

The legal description for the property surveyed hereon is taken from the condition of title guarantee dated March 26, 2021, prepared by Old Republic Title Company, under Guarantee Number A04008-CTC-310993

Portion of the Northwest ¼ of Section 10, Township 1 South, Range 1 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the intersection of the South line of Diablo Road (which road runs along the North line of said Section 10), with the East line of the highway leading from Byron to Bethany; thence from said point of beginning, South 35° 45' East along the East line of said Byron-Bethany Highway, 170 feet to a stake; thence leaving said highway North 54° 30' East, 150 feet to a fence post; thence North 35° 45' West, 66.75 feet to the South line of said Diablo Road; thence South 67° 55' West along said South line, 173 feet to the point of beginning.

Excepting Therefrom:

A strip of land 2 feet in width, the Northwest line of which is parallel with and 2 feet Northwesterly, at right angles, from the Southeast line thereof and which Southeast line is the entire Southeast line of the parcel of land above described.

APN: 002-140-010

TITLE EXCEPTIONS AND EXCLUSIONS

The exceptions and exclusions listed in said condition of title guarantee for APN 002-140-010 are as follows:

Items 1-3: Property taxes and the lien of supplemental taxes, if any. Not addressed hereon, refer to the title report for particulars.

Item 4: A perpetual easement or right of way for the purposes of constructing,m operating, and maintaining an underground pipeline and/or conduit and all other appurtenant structures. Recorded March 9, 1988 in Book 14209 of Official Records, at Page 399 under Recorder's Serial number 1988-40016. This item affects the survey area and is shown hereon.

Item 5: Offer of Dedication - Road Purposes, to Contra Costa County. Recorded March 23, 1988 in Book 14230 of Official Records, at Page 593 under Recorder's Serial Number 1988-47722. This item affects the survey area and is shown hereon.

Item 6: Deed of trust, this item is not survey related and is not addressed hereon.

TITLE DESCRIPTION

The legal description for the property surveyed hereon is taken from the condition of title guarantee dated March 26, 2021, prepared by Old Republic Title Company, under Guarantee Number A04008-CTC-311172

Portion of the Northwest ¼ of Section 10, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, described as follows:

Beginning at the Northeast line of the State Highway leading from Byron to Tracy, at the Southeast line of the parcel of land conveyed in the Deed to Oliver P. Wisler, et ux, recorded March 25, 1946, Book 903, Official Records, Page 83; thence from said point of beginning North 54° 30' East, along said Southeast line, 150 feet to the Southwest line of the parcel of land described in the Deed from Everett L. Hammond, et ux, recorded August 22, 1949, Book 1428, Official Records, Page 108; thence along the exterior line of said Hammond parcel, as follows: South 35° 45' East, 43.80 feet to the Southwest corner thereof; North 89° 45' East, 78.72 feet to the Southeast corner thereof; North 0° 15' West, 18.06 feet and North 5° 22' West, to the South line of the parcel of land described in the Deed to Robert Burris, recorded July 3, 1940, Book 547, Official Records, Page 220; thence Easterly, along said South line nd along the South line of the parcel of land described in the Deed to Robert Burris, recorded July 3, 1940, Book 552, Official Records, Page 285, to the West line of the parcel of land described in the Decree Quieting Title, recorded February 13, 1930, Book 220, Official Records, Page 215; thence South 5° 22' East, along said West line to the most Northerly corner of the parcel of land described in the Deed to Floyd D. Wetzel, et ux, recorded March 30, 1956 in Book 2736, Official Records, Page 446; thence along the Northwest line of said Wetzel parcel, South 66° 33' 10" West, 108.72 feet and South 55° 30' West, 66 feet to the Northeast line of the parcel of land described in the Deed to Mabel Wills Harley, et al, recorded March 12, 1958, Book 3134, Official Records, Page 7; thence along the exterior line of said Harley parcel, North 35° 45' West, 50 feet, and South 55° 30' West, 150 feet to the Northeast line of said State Highway leading from Byron to Tracy; thence North 35° 45' West, along said Northeast line, 72.97 feet to the point of beginning.

Excepting therefrom that portion conveyed to Contra Costa County by deed recorded May 20, 2016 in Official Records, as Instrument No. 2016-0095946, being a portion of the Northwest one-quarter of Section 10, Township 1 South, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Jasvir S. Shahi, et ux, recorded September 30, 2009 in Recorder's Series Number 2009-0230547, Contra Costa County records, described as follows:

Beginning at the South corner of said Shahi parcel (2009-0230547), said point being on the Northeasterly right of way of Byron Highway; thence from said point of beginning along said Northeasterly right of way North 34° 46' 34" West, 72.97 feet to the West corner of said Shahi parcel; thence leaving said right of way, along the Northwesterly line of said Shahi parcel North 55° 28' 26" East, 16.20 feet; thence leaving said Northwesterly line South 34° 46' 34" East, 73.25 feet to the Southeasterly line of said Shahi parcel; thence along said Southeasterly line South 56° 28' 26" West, 16.20 feet to the point of beginning.

APN: 002-140-025

TITLE EXCEPTIONS AND EXCLUSIONS

The exceptions and exclusions listed in said condition of title guarantee for APN 002-140-025 are as follows:

Items 1-4: Property taxes, lien of supplemental taxes, and assessments, if any. Not addressed hereon, refer to the title report for particulars.

Item 5: Water rights, claims or title to water, whether or not shown by the public records. This item is not survey related and is not addressed hereon, refer to the title report for particulars.

Item 6: Notice of Violation, by Contra Costa County Building Inspection Department, this item is not survey related and is not addressed hereon, refer to the title report for particulars.

Item 7: Grant Deed executed by Richard T. Bennett, recorded September 30, 2009 in Official Records under Recorder's Serial Number 2009-0230547.

TITLE DESCRIPTION

The legal description for the property surveyed hereon is taken from the condition of title guarantee dated April 9, 2021, prepared by Old Republic Title Company, under Guarantee Number A04008-CTC-311178

A portion of the Northwest ¼ of Section 10, Township 1 South, Range 3 East, Mount Diablo Base and Meridian, described as follows:

Beginning on the Northeast line of the State Highway leading from Byron to Tracy at the Western corner of the parcel of land described in the Deed to Floyd D. Wetzel, et ux, recorded March 30, 1956 in Book 2736, Official Records at Page 446; thence from said point of beginning North 35° 45' West along the Northeast line of said State Highway, 50 feet; thence North 55° 30' East, 150 feet; thence South 35° 45' East, 50 feet to the Northwestern line of said Wetzel parcel; thence South 55° 30' West along said Northwestern line, 150 feet to the point of beginning.

Excepting therefrom that portion conveyed to Contra Costa County by deed recorded December 28, 2018 in Official Records, as Instrument No. 2018-0207392, being a portion of the Northwest one-quarter of Section 10, Township 1 South, Range 3 East, Mount Diablo Meridian, also being a portion of the property described in the deed to Jasvir S. Shahi, et ux, recorded January 31, 2014 in Recorder's Series Number 2014-0016463, Contra Costa County Records, described as follows:

Beginning at the South corner of said Shahi parcel (2014-0016463), said point being on the Northeasterly right of way of Byron Highway; thence from said point of beginning along said Northeasterly right of way North 34° 46' 34" West, 50.00 feet to the West corner of said Shahi parcel; thence leaving said right of way, along the Northwesterly line of said Shahi parcel North 56° 28' 26" East, 16.20 feet; thence leaving said Northwesterly line South 34° 46' 34" East, 50.00 feet to the Southeasterly line of said Shahi parcel; thence along said Southeasterly line South 56° 28' 26" West, 16.20 feet to the point of beginning.

APN: 002-140-027

TITLE EXCEPTIONS AND EXCLUSIONS

The exceptions and exclusions listed in said condition of title guarantee for APN 002-140-027 are as follows:

Items 1-4: Property taxes, lien of supplemental taxes, and assessments, if any. Not addressed hereon, refer to the title report for particulars.

Item 5: Water rights, claims or title to water, whether or not shown by the public records. This item is not survey related and is not addressed hereon, refer to the title report for particulars.

Item 6: Any adverse lien or charge upon title that has attached to title upon its recording in the public records, this item is not survey related and is not addressed hereon, refer to the title report for particulars.

Item 6: Grant Deed executed by the Bankruptcy Estate of Edward Lyle James and Julie Lynn James, recorded January 31, 2014 in Official Records under Recorder's Serial Number 2014-0016463.

CERTIFICATION

This map has been prepared for the sole purpose of showing the location of existing above ground improvements and surface elevations of the subject parcel. All other information shown hereon is for informational purposes only.

Brian L. Sousa, L.S. 7917

Date: 05/3/2021

LICENSED LAND SURVEYOR
BRIAN L SOUSA
No. L 7917
STATE OF CALIFORNIA

Topographic Survey
of
15031, 15045, and 15057 Byron Hwy
City of Byron, County of Contra Costa,
State of California
Field Survey Date: April 05, 2021

Sousa Land Surveys

tel 707.425.4300 fax 707.425.4300
1650 N. Lincoln St. Dixon, California 95620

C 2.1.1

CONTOUR INTERVAL NOTE

Contours shown on this survey are plotted at a 1 foot interval.

N
W E
S

SCALE: 1" = 20'

20' 10' 0 20'

IF PHYSICAL DISTANCE ACROSS SCALE BAR IS NOT EXACTLY TWO (2) INCHES, ADJUST SCALE ACCORDINGLY.

See Sheet 3

LEGEND

- Existing grade break line
- Existing property boundary
- Existing parcel lines of adjacent properties
- Existing right-of-way line
- Existing street centerline
- Overhead utility line
- Underground utility line as noted
- Existing building line at ground level
- Existing building overhang
- Existing fence line
- Existing wood fence
- Existing paint line
- Existing retaining wall as noted
- Existing minor contour
- Existing major contour
- AC Asphaltic concrete
- CONC Concrete
- CI Curb inlet w/ catch basin
- CMP Corrugated metal pipe
- CPP Corrugated plastic pipe
- DI Drainage inlet
- DWY Driveway
- E Electric
- FF Finished Floor
- FD Flow line
- FL Flow line
- FG Finished Grade
- GB Grade Break
- GL Garage Lip
- HDPE High Density Poly Ethylene
- LG Lip of Gutter
- LS Landscaping
- OG On Grade
- RCB Reinforced concrete box
- R/W Right of way
- RW Retaining Wall
- SD Storm Drain
- SS Sanitary Sewer
- SW Sidewalk
- T Telecommunication
- TBC Top Back of Curb
- TC Top of Curb
- TH Threshold
- TS Traffic signal
- U Unidentified utility vault
- W Water
- Bollard
- Drain clean out
- Electric ground
- Electric manhole
- Electric meter
- Found survey monument
- Survey control point as noted
- Gas meter
- Gas valve
- Guy wire
- Irrigation control valve
- Petroleum manhole
- Sanitary sewer clean out
- Sanitary sewer manhole
- Sign
- Street light w/mast
- Storm drain manhole
- Telecommunication manhole
- Traffic signal vault
- Utility pole
- Utility vault as noted
- Water meter
- Water valve
- Contour elevation
- Spot elevation
- Byron Highway Improvement plans
- Tree w/ trunk ø

Parcel Table			
Line #/Curve #	Length	Direction/Delta	Radius
C1	76.80'	125°43'14"	35.00'
L1	168.81'	S34° 46' 03"E	
L2	20.99'	N55° 28' 57"E	
L3	128.95'	N55° 28' 57"E	
L4	16.20'	S55° 28' 57"W	
L5	133.73'	N55° 28' 57"E	
L6	46.84'	N34° 46' 03"W	
L7	14.78'	N34° 46' 03"W	
L8	184.69'	N89° 02' 27"W	
L9	70.74'	N34° 45' 42"W	
L10	90.54'	S89° 02' 27"E	
L11	48.93'	S34° 46' 03"E	
L12	123.29'	S34° 45' 55"E	
L13	50.00'	N34° 46' 03"W	
L14	73.29'	N34° 45' 50"W	
L15	133.80'	N56° 37' 00"E	
L16	50.00'	S34° 38' 00"E	
L17	133.68'	S56° 37' 04"W	
L18	66.12'	N56° 36' 52"E	
L19	108.95'	N67° 40' 10"E	
L20	6.98'	N04° 39' 27"W	
L21	107.03'	N89° 02' 27"W	
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See Sheet 3

Topographic Survey
of
15031, 15045, and 15057 Byron Hwy
City of Byron, County of Contra Costa,
State of California
Field Survey Date: April 05, 2021

Sousa Land Surveys
tel 707.425.4300 fax 707.425.4300
1650 N. Lincoln St. Dixon, California 95620

C 2.1.2

See Sheet 2

CAMINO DIABLO
(Variable Width Public R/W)

GLISSON JANNIE S
APN: 002-140-012-2

HUMPHREY KEVIN D & DAWN E TRE
APN: 002-140-011-4

GRAIFMAN CRAIG E & MARY T
APN: 002-140-013-0

PEREIRA STANLEY D TRE
APN: 002-140-019-7

SHAHI JASVIR SINGH
APN: 002-140-010-6

SHAHI JASVIR S & DELJEETKAUR
APN: 002-140-025-4

SHAHI JASVIR SINGH
APN: 002-140-027-0

STACK DAVID A
APN: 002-140-024-7

SHAHI JASVIR SINGH
APN: 002-140-006-4

PERRY RAYMOND J JR
SILVADOROTHY R
APN: 002-140-023-9

BYRON HIGHWAY
(Variable Width Public R/W)

GRATE:26.39'
INV30"CMP:23.78'

FOUND 2" IRON PIPE
INV30"CMP:23.79'

FOUND IRON PIPE
AND TAG RE6244

FOUND 1/2" REBAR
NO TAG

RIM:28.84'
INV10"VCP:16.84'

FOUND 1" IRON PIPE

FOUND 2"
IRON PIPE
RCE14295

FOUND 2"
IRON PIPE

CONC
PILE

PEAK:41.94'
FG:27.27'
FF/TH:27.35'

FG:27.35'
FF/TH:27.39'

NO ACCESS
EXISTING WATER WELL

TRASH

INV18"CPP:23.86'

DIRT
PILE

FF:28.54'

CONC
STAIRS

TH:30.96'

TH:30.95'

PEAK:48.54'

TH:31.00'

WOOD DECK

DRIVEWAY

GATE

TH:31.75'

TH:31.32'

TH:32.28'

GRATE:31.15'
INV12"RCP:28.54'

PEAK:40.79'

GL:26.35'
TH:27.72'

TH/FF:28.98'

PEAK:42.16'

SHED

GAZEBO
L21

GARAGE

TH:27.94'

SLIDE UP DOOR
GL:26.94'

L23

L24

L25

POOL

GL:28.07'

PEAK:42.13'

TH:29.03'

INV3"CPP:24.27'

GATE

INV18"CPP:23.21'

INV15"STEEL:22.77'

BLOCK WALL

CONC RW
TW:25.20'
BW:24.03'

BLOCK RW
TW:26.85'
BW:24.93'

FOUND IRON PIPE
AND TAG RE6244

6"WOOD

3"WOOD

24"

18"

12"

6"

21"

L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22

LEGEND

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- Utility pole
- Utility vault as noted
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- 355 Contour elevation
- × 355.55 Spot elevation
- Byron Highway Improvement plans
- Tree w/ trunk ø

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L17	133.68'	S56° 37' 04"W	
L18	66.12'	N56° 36' 52"E	
L19	108.95'	N67° 40' 10"E	
L20	6.98'	N04° 39' 27"W	
L21	107.03'	N89° 02' 27"W	
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N
W E
S

SCALE: 1" = 20'

20' 10' 0 20'

IF PHYSICAL DISTANCE ACROSS SCALE BAR IS NOT EXACTLY TWO (2) INCHES, ADJUST SCALE ACCORDINGLY.

CONTOUR INTERVAL NOTE

Contours shown on this survey are plotted at a 1 foot interval.

Topographic Survey
of
15031, 15045, and 15057 Byron Hwy
City of Byron, County of Contra Costa,
State of California
Field Survey Date: April 05, 2021

Sousa Land Surveys
tel 707.425.4300 fax 707.425.4300
1650 N. Lincoln St. Dixon, California 95620

LEGEND

- BUILDINGS TO BE REMOVED (3742.08 SQ. FT.)
- ASPHALT PAVING TO BE REMOVED (4643.09 SQ. FT.)
- CONCRETE PAVING TO BE REMOVED (4007.54 SQ. FT.)
- EXISTING VEGETATION, GRAVEL AND DIRT TO BE REMOVED (18,157 SQ. FT.)
- EXISTING VEGETATION TO REMAIN (3,598 SQ. FT.)
- WOOD FLOORING TO BE REMOVED (210.99 SQ. FT.)

NORTH

GRAPHIC SCALE

-20 0 10 20 40 80

(IN FEET)
1 INCH = 20 ft.

REVISIONS:

	REVISION ISSUE	DATED
A		

Continental Development Consultants, Inc.
Las Vegas, NV | Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: DEMOLITION PLAN

PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 07/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

C2.2

TOPOGRAPHIC SURVEY NOTE:

INFORMATION SHOWN ON THIS PLAN IS BASED ON TOPOGRAPHIC SURVEY DATED 05/03/2021 PREPARED BY SLS AND SHOWN ON SHEET C2.0 & C2.1.

DEDICATION NOTE:

FOR R.O.W AND DEDICATION, REFER ARCH PLAN LP-RZ-2.1

LEGEND

- PROPERTY LINE
- 25 — EXISTING CONTOURS
- GRADE BREAK
- X — WOOD FENCE
- PROPOSED SIDEWALK CONCRETE
- EXISTING UNDISTURBED LANDSCAPING
- LANDSCAPING
- BUILDING PAD. SLAB PER STRUCTURAL PLAN
- PROPOSED CANOPY ABOVE CONCRETE SLAB PER STRUCTURAL ENGINEER
- POROUS ASPHALT (AREA 1305 SQ. FT.)
- BLOCK RETAINING WALL
- CONCRETE RETAINING WALL
- 1' WIDE CURB CUT
- RIP RAP
- + 30.06 PROPOSED GRADE
- 4.5% SURFACE FLOW/SLOPE
- SD NEW STORM DRAIN PIPE
- 18"SD EXISTING STORM DRAIN PIPE
- CB1 CATCH BASIN (FOR RIM/INV. REFER TABLE ON THIS SHEET)
- LB1 LANDSCAPE BASIN (FOR RIM/INV. REFER TABLE ON THIS SHEET)
- SITE LIGHT POLES
- EXISTING GUY WIRE
- EXISTING UTILITY POLE

CONSTRUCTION NOTES

1. INSTALL 3 INCHES A.C. OVER 10 INCHES OF CLASS 2 A.B PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
2. INSTALL POROUS PAVEMENT. REFER DETAIL ON THIS SHEET.
3. POUR (N) CONCRETE ON TOP OF EX. UST'S AND MATCH TO ADJACENT NEW PAVING.
4. CONSTRUCT ONSITE 6 INCHES CURB PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA71, TYPE M1-6 ON SHEET C7.0.
5. CONSTRUCT 7 FT. WIDE CONCRETE SIDEWALK WITH 2.0% MAX. CROSS SLOPE AND 5.0% MAX. LONGITUDINAL SLOPE.
5.1. CONSTRUCT RAMP, SLOPE AND GRADES PER PLAN. INSTALL MINIMUM 36 INCHES HIGH GUARD RAIL WHERE SLOPE EXCEEDS 5.0% FOR DETAIL REFER ARCH PLAN.
5.2. CONSTRUCT WHEEL STOP PER PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA71, TYPE M3-6 ON SHEET C7.0.
6. INSTALL DEPRESSED CURB & TRUNCATED DOMES/ DETECTABLE WARNINGS MIN. 3 INCHES DEEP.
7. REMOVE EX DRIVEWAY AND CONSTRUCT (N) 10FT SIDEWALK & CURB AS PER CENTRAL CONTRA COSTA STANDARD DETAIL CA70, SEE SHEET C7.0 FOR DETAIL. (MAINTAIN 5.0% MAX. LONGITUDINAL SLOPE AND 2.0% MAX. TRANSVERSE SLOPE).
8. CONSTRUCT 35 FT NEW DRIVEWAY PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA72 AND PROFILE PER CA20. SEE SHEET C7.0 FOR DETAIL.
9. CONSTRUCT NEW CURB, GUTTER AND 10FT WIDE SIDEWALK AS PER CENTRAL CONTRA COSTA STANDARD DETAIL CA70. SEE SHEET C7.0 FOR DETAIL AND C5.0 FOR GRADING.
10. MATCH TO EXISTING.
11. EXISTING CONCRETE DRIVEWAY TO REMAIN.
12. CONSTRUCT CONCRETE RETAINING WALL. MAX HEIGHT 4.5FT. RETAINING WALL TO BE 0.5 FT. HIGH FROM PROPOSED GRADE. INSTALL 6 FT HIGH W/ MASONRY BLOCK WALL FENCE AT TOP OF RETAINING WALL AS PER ARCH PLANS. CONTRACTOR TO CHECK THE EX BOTTOM OF WALL GRADES PRIOR TO CONSTRUCTION.
13. ACCESSIBLE PATH OF TRAVEL WITH 5.0% MAX. LONGITUDINAL SLOPE AND 2.0% MAX. TRANSVERSE SLOPE.
14. EXISTING STORM DRAINAGE INLET TO REMAIN.
15. CONSTRUCT 1 FT WIDE CURB CUT. SEE DETAIL ON THIS SHEET.
16. INSTALL D50 6 INCHES ANGULAR ROCKS.
17. INSTALL ADS 18 INCHES LANDSCAPE BASIN W/ PEDESTRIAN RATED GRATE IN LANDSCAPE AREA. GRATES AS PER NYLOPLAST GRATE INLET CAPACITY CHART. INCLUDE FULL TRASH CAPTURE DEVICE (FLEXSTORM FULL TRASH CAPTURE (FTC) INSERTS (ADS: 62HD18FTC). REFER DETAIL 1 ON SHEET C8.2.
18. INSTALL NYLOPLAST 2 FT X 2 FT ROAD & HIGHWAY GRATE INLET OR EQUIVALENT. INCLUDE FULL TRASH CAPTURE DEVICE (FLEXSTORM FULL TRASH CAPTURE (FTC) INSERTS (ADS: 62HD24FTC), REFER DETAIL 1 ON SHEET C8.2.
19. INSTALL (N) STANDARD PRECAST CONCRETE DRAINAGE MANHOLE W/ TRAFFIC RATED COVER, TYPE 1 AS PER COUNTY OF CONTRA COSTA PUBLIC WORK DEPARTMENT, REFER DETAIL CD30 ON SHEET C7.0. REFER TABLE ON THIS SHEET FOR RIM/INVERTS.
20. CONSTRUCT FIRE WATER STORAGE TANK. SLAB PER STRUCTURAL ENGINEER.
21. INSTALL N-12 DUAL WALL HDPE STORM DRAIN PIPE OR EQUAL. SIZE, LENGTH AND SLOPE PER PLAN.
21.1. INSTALL RCP STORM DRAIN PIPE OR EQUAL. SIZE, LENGTH AND SLOPE PER PLAN.
22. CONSTRUCT 4 FT WIDE VALLEY GUTTER REFER DETAIL ON C3.1 SHEET.
23. INSTALL BIO-RETENTION/DETENTION BASIN. SEE DETAIL 1 AND 2 ON SHEET C3.1.
24. INSTALL (N) 5 FT HIGH EXPANDED METAL FENCE.
25. INSTALL 6 FT HIGH WOOD FENCE. EXISTING DRAINAGE DITCH FLOWS TO REMAIN UNDISTURBED.
26. NEW TRASH ENCLOSURE, REFER ARCHITECTURAL PLANS FOR DETAILS. DUMPSTER WILL BE MARKED WITH A "DO NOT DUMP HAZARDOUS MATERIALS HERE". FOR TRASH ENCLOSURE DRAINAGE SEE SHEET C8.0.
27. CONSTRUCT PUMP HOUSE CONCRETE SLAB PER STRUCTURAL ENGINEER.
28. WATER WELL TO BE INSTALLED BY OTHERS.
29. CONSTRUCT CMU BLOCK WALL. MAX HEIGHT 3FT.
30. INSTALL SIDEWALK END BARRICADE. SEE SHEET C5.0 FOR DETAIL.

ABBREVIATIONS

DI	DRAIN INLET
FF	FINISH FLOOR
SW	SIDE WALK
BW	BOTTOM OF WALL
TW	TOP OF WALL
FL	FLOW LINE
LS	LANDSCAPE
TC	TOP OF CURB
L	LANDING
SL	SLAB

EARTHWORK QUANTITIES

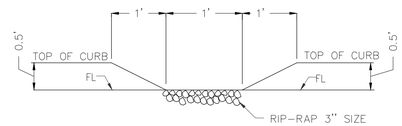
CUT = 246 C.Y
FILL = 1681 C.Y
NET FILL/CUT = 1435 C.Y

CATCH BASIN/ LANDSCAPE BASIN

NO.	RIM	INVERT
CB 1	30.30'	28.78'
CB 2	29.74'	28.15'
LB 1	27.35'	25.36'
LB 2	28.00'	24.76'
LB 3	28.65'	26.04'
LB 4	30.25'	29.06'

DRAINAGE MANHOLE

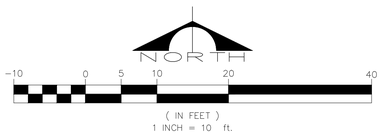
NO.	RIM	INVERT
STM MH	28.52	24.38N 24.48SW 24.50NW

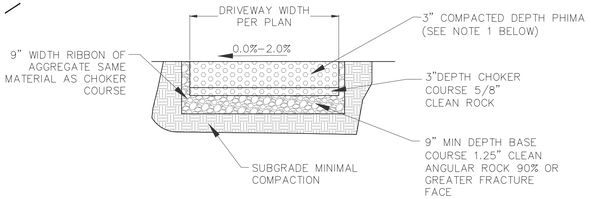


* 24" WIDE OPENING SHALL BE FLUSH BE FLUSH WITH GUTTER FLOW LINE WITHOUT ANY LIP

CURB CUT / RIP RAP DETAIL

SCALE: N.T.S





1. POROUS HOT MIX ASPHALT (PHMA) SHALL CONFORM TO ALL REQUIREMENTS BELOW:
   - PHMA PG 70-22 WITH MAXIMUM AGGREGATE OF 1/2"
   - ASPHALT CEMENT CONTENT 6% MINIMUM BY WEIGHT OF AGGREGATE
   - CONTAINING LESS THEN 3% FINES

POROUS PAVEMENT

NTS

811 know what's below call 811 before you dig

REVISIONS:

	REVISION ISSUE	DATED
1		

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
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Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: GRADING & DRAINAGE PLAN

PROJECT | LP13-2025

C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/14/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

C3.0

TOPOGRAPHIC SURVEY NOTE:

INFORMATION SHOWN ON THIS PLAN IS BASED ON TOPOGRAPHIC SURVEY DATED 05/03/2021 PREPARED BY SLS AND SHOWN ON SHEET C2.0 & C2.1.

LEGEND

SEE SHEET C3.0

ABBREVIATIONS

FF	FINISH FLOOR
SW	SIDE WALK
BW	BOTTOM OF WALL
TW	TOP OF WALL
FL	FLOW LINE
LS	LANDSCAPE
TC	TOP OF CURB
L	LANDING
SL	SLAB
RP	RAMP
MT	MEET

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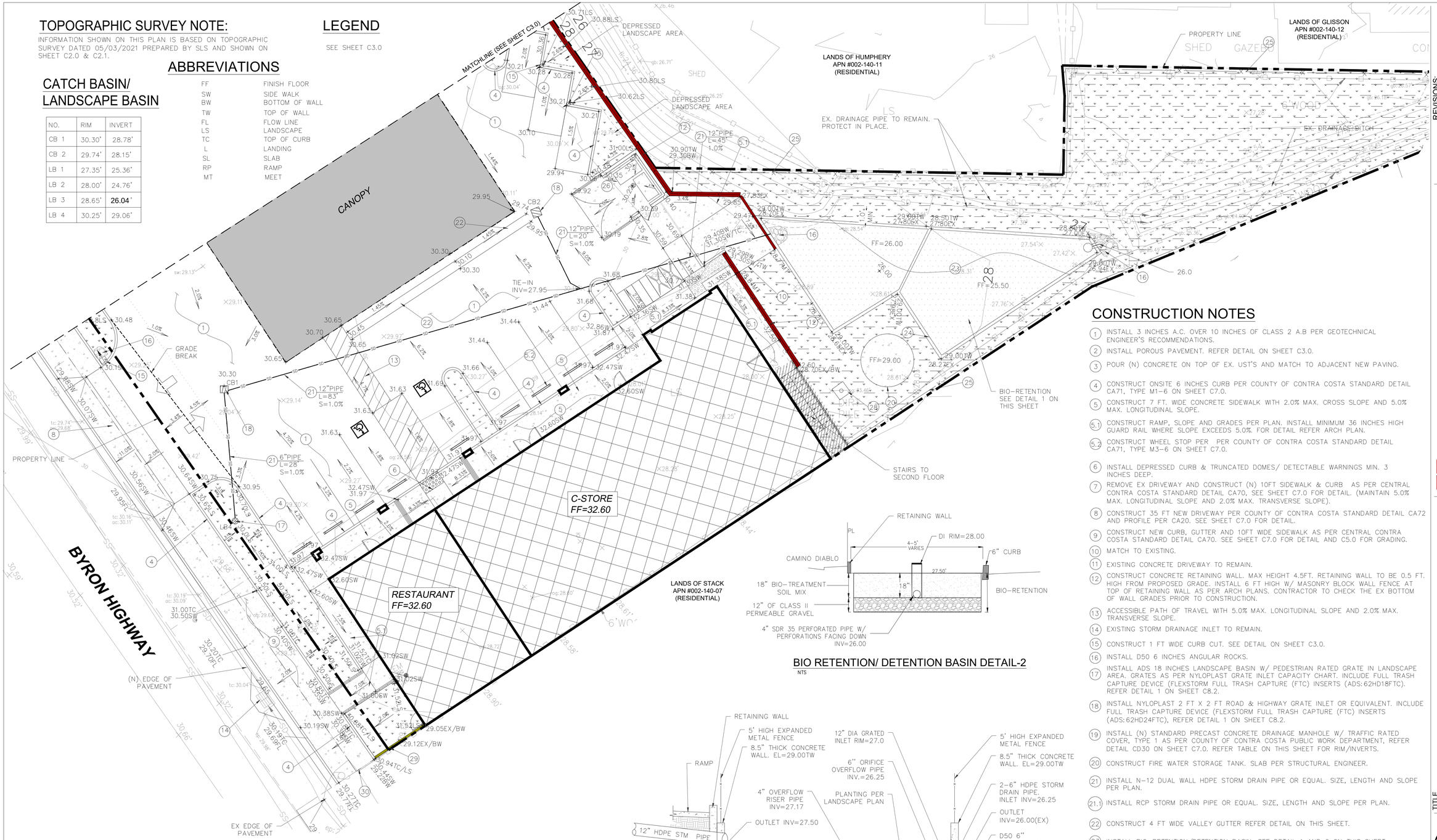
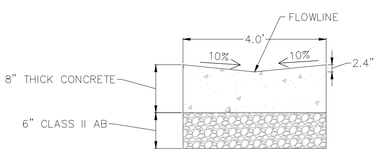
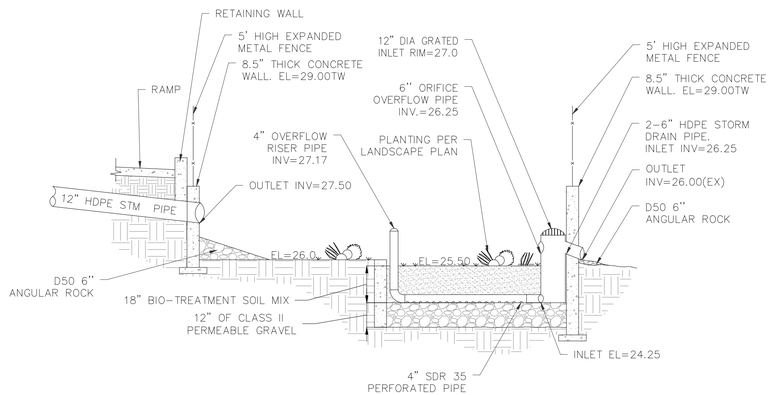


BIO RETENTION/ DETENTION BASIN DETAIL-2
NTS



VALLEY GUTTER DETAIL
NTS



BIO RETENTION/ DETENTION BASIN DETAIL-1
NTS

CONSTRUCTION NOTES

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28. CONSTRUCT CMU BLOCK WALL. MAX HEIGHT 3FT.
30. INSTALL SIDEWALK END BARRICADE. SEE SHEET C5.0 FOR DETAIL.

811 know what's below call 811 before you dig

REVISIONS:

	REVISION ISSUE	DATED
A		

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

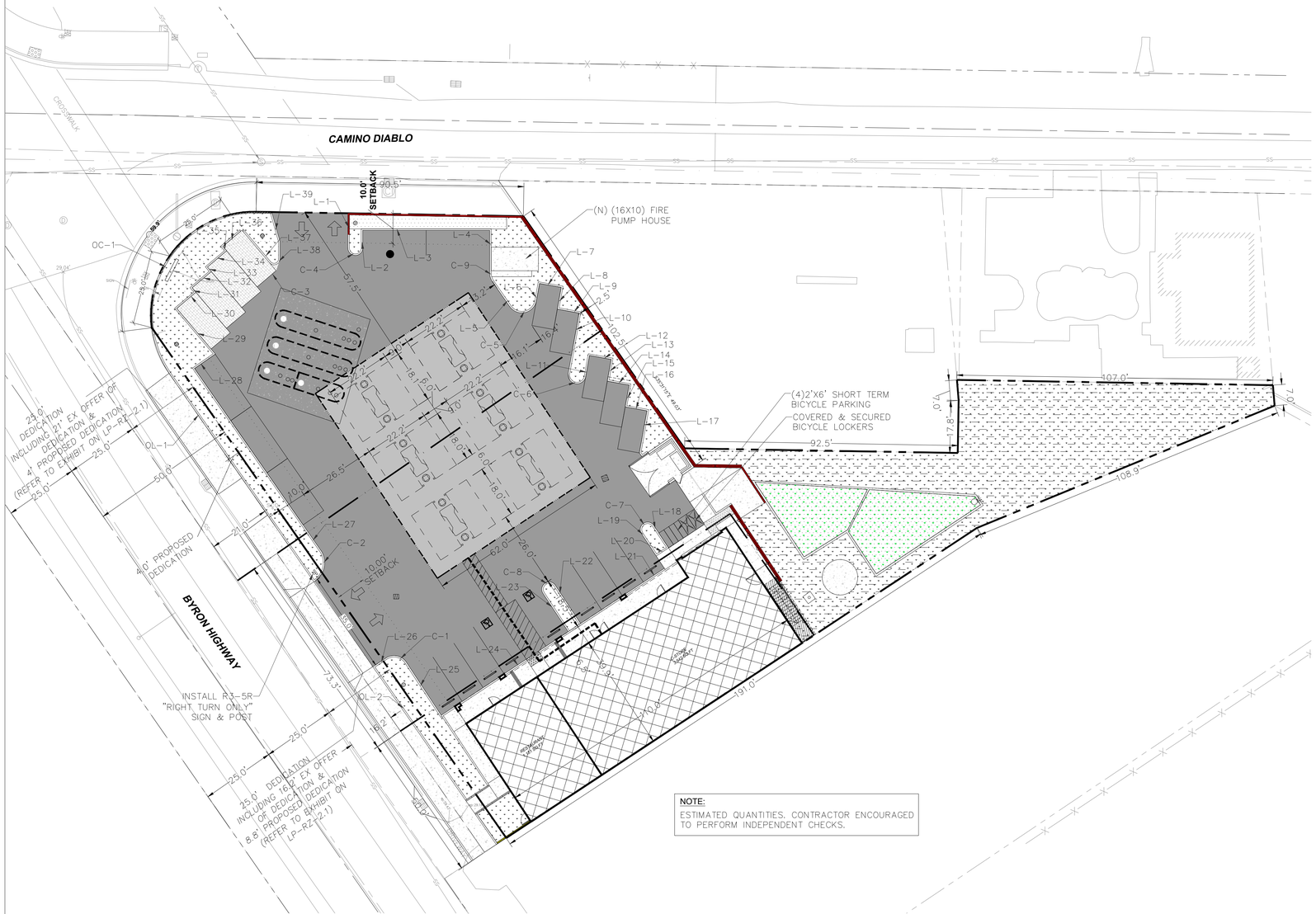
TITLE: GRADING & DRAINAGE PLAN

PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89911
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/14/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

C3.1



LEGEND

- PROPSED PROPERTY LINE
- EXISTING PROPERTY LINE
- ASPHALT CONCRETE PAVING (AREA=±11,800.0 SQ.FT.)
- CEMENT CONCRETE PAVING INCLUDING D/WAY, S/W, T/E. PUMP HOUSE & WATER STORAGE TANK (AREA=±7,747 SQ.FT.)
- POROUS ASPHALT (AREA=±1300 SQ. FT.)
- LANDSCAPING
- EXISTING UNDISTURBED LANDSCAPING
- CANOPY CONCRETE SLAB PER STRUCTURAL ENGINEER (AREA=4,652 SQ.FT)
- BUILDING PAD. SLAB PER STRUCTURAL ENGINEER (AREA=4,693 SQ.FT)
- SITE LIGHT POLES (3 NO.S)
- EXISTING GUY WIRE
- EXISTING UTILITY POLE
- WOOD FENCE (407 LF)
- CONCRETE RETAINING WALL (230.0 LF)
- BLOCK RETAINING WALL (14.0 LF)

CURB LINE TABLE

LINE #	LENGTH	LINE #	LENGTH	LINE #	LENGTH	LINE #	LENGTH	LINE #	LENGTH
L-1	11.75'	L-10	20.75'	L-19	9.00'	L-28	5.25'	L-37	14.00'
L-2	6.00'	L-11	7.50'	L-20	5.00'	L-29	18.00'	L-38	8.25'
L-3	43.00'	L-12	7.50'	L-21	39.00'	L-30	8.50'	L-39	10.25'
L-4	14.50'	L-13	7.50'	L-22	15.50'	L-31	2.00'	CURB LINE TABLE-BACK OFF SIDEWALK (O)	
L-5	10.25'	L-14	7.50'	L-23	15.50'	L-32	8.50'	OL-1	86.0'
L-6	6.00'	L-15	7.50'	L-24	51.50'	L-33	2.00'	OL-2	74.0'
L-7	7.50'	L-16	7.50'	L-25	21.50'	L-34	8.50'		
L-8	7.50'	L-17	17.50'	L-26	5.25'	L-35	2.00'		
L-9	7.50'	L-18	9.00'	L-27	75.00'	L-36	8.50'		

CURB CURVE TABLE

LINE #	LENGTH	RADIUS
C-1	7.85'	5.00'
C-2	7.50'	7.50'
C-3	7.25'	3.00'
C-4	7.85'	2.50'
C-5	11.75'	5.00'
C-6	9.50'	3.00'
C-7	7.85'	2.50'
C-8	7.85'	2.50'
C-9	3.00'	5.00'
CURB CURVE TABLE-BACK OFF SIDEWALK (O)		
OC-1	77.0'	35.00'

TOPOGRAPHIC SURVEY NOTE:

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DEDICATION NOTE:

FOR R.O.W AND DEDICATION, REFER ARCH PLAN LP-RZ-2.1

811 know what's below call 811 before you dig

NORTH

-20 0 10 20 40 80

(IN FEET)
1 INCH = 20 ft.

REVISIONS:

	REVISION ISSUE	DATED
1		

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Civil Engineering•Land Planning and Zoning Entitlements•
Building Design and Improvements•Construction Consulting

TITLE: SURFACE IMPROVEMENTS PLAN

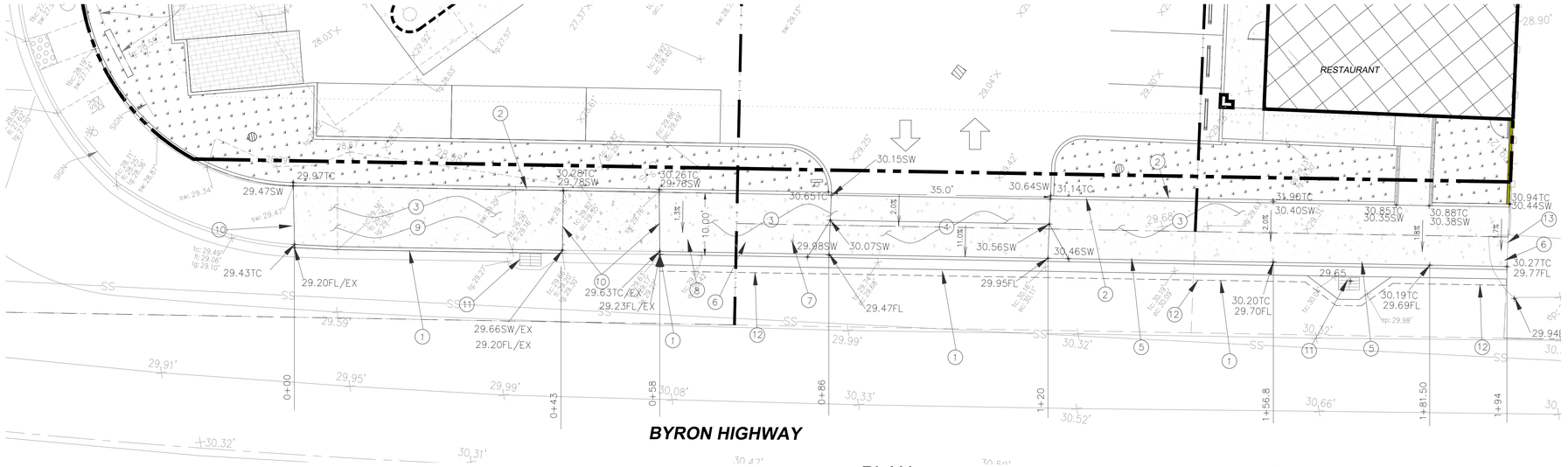
PROJECT | LP13-2025

C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

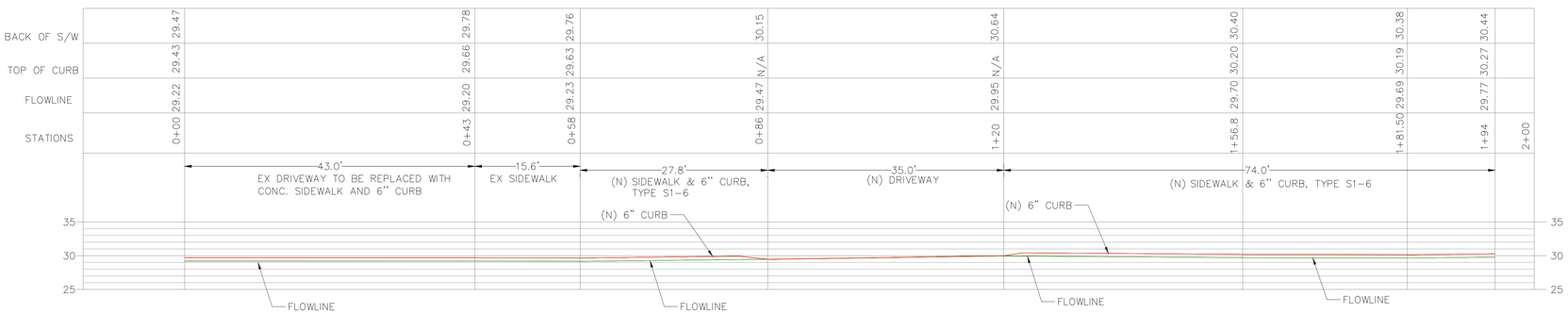
REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 07/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

C4.0



PLAN



PROFILE

SCALE: HORIZONTAL-1:10, VERTICAL-1:10

STREET IMRPOVEMENT NOTES

1. MATCH TO EXISTING GRADES.
2. CONSTRUCT 6 INCHES CURB BEHIND SIDEWALK PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA71, TYPE M1-6 ON SHEET C7.0.
3. CONSTRUCT NEW CURB, GUTTER AND SIDEWALK AS PER CENTRAL CONTRA COSTA STANDARD DETAIL CA70. SEE SHEET C7.0 FOR DETAIL.
4. CONSTRUCT 35 FT NEW DRIVEWAY PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA72 AND PROFILE PER CA20. SEE SHEET C7.0 FOR DETAIL. WIDTH PER PLAN.
5. CONSTRUCT 6 INCHES CURB PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA71, TYPE S1-6 ON SHEET C7.0.
6. EXISTING POWER POLE PROTECT IN PLACE.
7. EXISTING SIGN BOARD PROTECT IN PLACE.
8. EXISTING GUY WIRE PROTECT IN PLACE.
9. EXISTING DRIVEWAY TO BE REPLACED WITH NEW SIDEWALK AND CURB .
10. INSTALL DOWEL CONNECTIONS WHERE REQUIRED, PER COUNTY OF CONTRA COSTA STANDARD DETAIL CA74. FOR DETAIL SEE SHEET C7.0.
11. EXISTING DRAINAGE BASIN PROTECT IN PLACE.
12. SAW CUT LINE, MIN. 1 FT. TIE IN BETWEEN PROPOSED PAVEMENT AND NEW PAVEMENT. MAINTAIN EXISTING GRADES FOR PROPOSED EDGE OF PAVEMENT
13. INSTALL SIDEWALK END BARRICADE SEE DETAIL ON THIS SHEET.

DEDICATION NOTE:

FOR R.O.W AND DEDICATION, REFER ARCH PLAN LP-RZ-2.1

TOPOGRAPHIC SURVEY NOTE:

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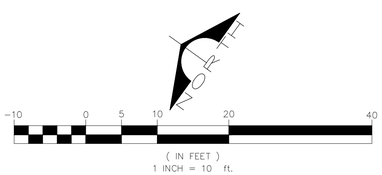


LEGEND

PROPERTY LINE

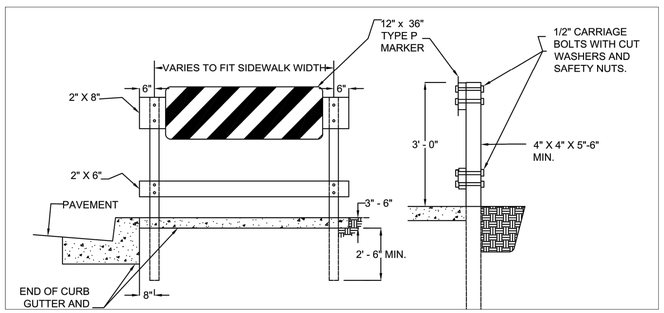
PROPOSED SIDEWALK CONCRETE

EXISTING SIDEWALK CONCRETE

ABBREVIATIONS

FL	FLOW LINE
FF	FINISH FLOOR
SW	SIDEWALK
EX.	EXISTING
(N)	NEW
TC	TOP OF CURB
EP	EDGE OF PAVEMENT

NOTE:
EXISTING IMPROVEMENTS ALONG CAMINO DIABLO TO REMAIN.



SIDEWALK END BARRICADE

NOTES

1. SIDEWALK BARRICADE TO BE ERECTED AT EACH LOCATION WHERE SATISFACTORY PROVISION CANNOT BE MADE FOR PEDESTRIANS TO CONTINUE BEYOND THE TERMINOUS OF A SIDEWALK.
2. ALL EXPOSED SURFACES TO BE PAINTED WITH TWO (2) COATS OF WHITE PAINT. ALL PAINT TO CONFORM TO SEC. 91-3.02 OF CALTRANS STANDARDS SPECIFICATIONS.
3. ALL MATERIALS USED IN THE CONSTRUCTION OF BARRICADE SHALL BE TREATED DOUGLAS FIR IN CONFORMANCE WITH SEC 56-2.02 OF CALTRANS STANDARD SPECIFICATIONS.

LEGEND

TOP OF CURB

FLOWLINE

REVISIONS:

	REVISION ISSUE	DATED
1		
2		
3		
4		
5		
6		

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

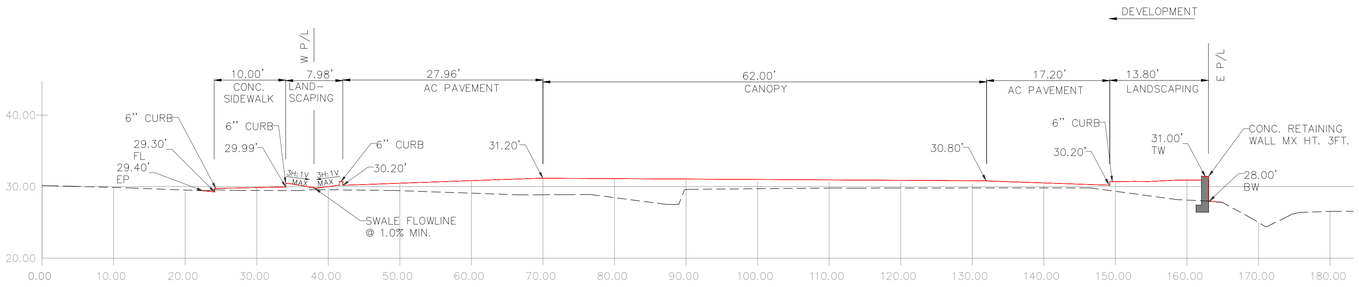
TITLE: STREET IMPROVEMENTS PLAN

PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 07/11/2021
JOB: JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

C5.0



SECTION A-A

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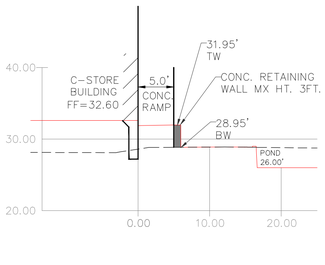
VERT: 1"=10'



SECTION B-B

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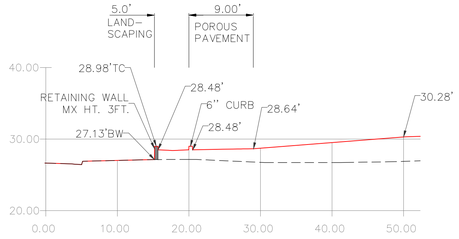

SECTION C-C

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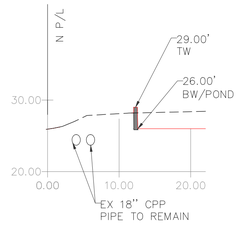

SECTION D-D

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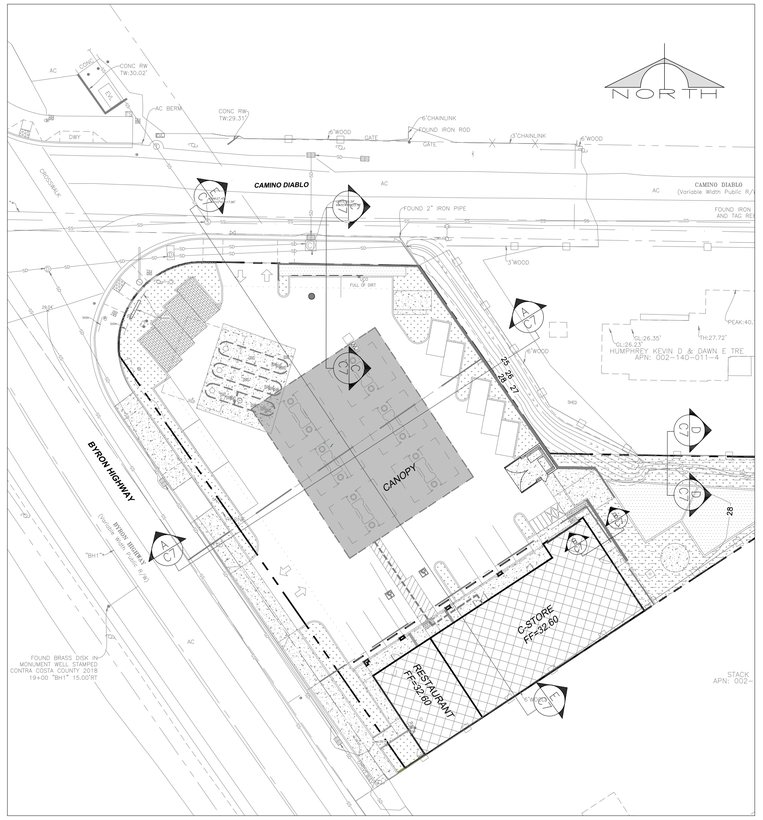
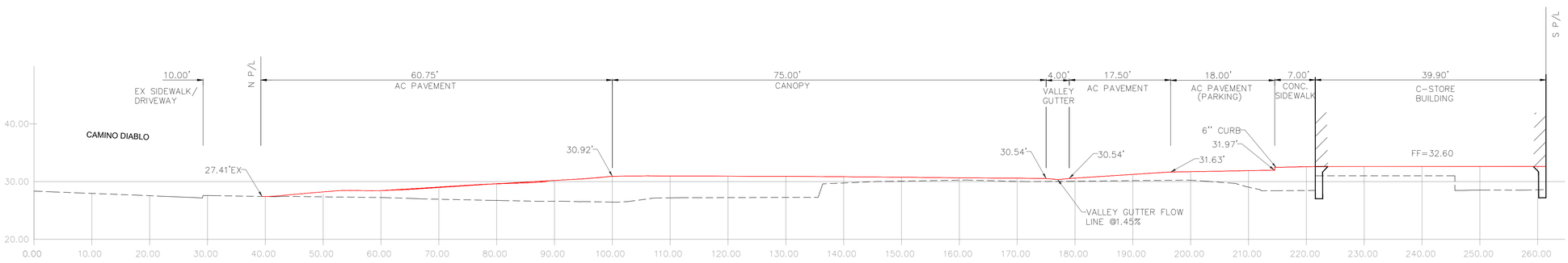


KEY PLAN

SCALE: 1"=30'



SECTION E-E

HRTZ: 1"=10'
VERT: 1"=10'

ABBREVIATIONS

SW	SIDEWALK
EX	EXISTING
CC	CEMENT CONCRETE
TW	TOP OF WALL
BW	BOTTOM OF WALL
LS	LANDSCAPING
FL	FLOW LINE
	PROPOSED SURFACE
	EXISTING SURFACE

REVISIONS:

	REVISION ISSUE	DATED
1		

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TITLE: SITE SECTIONS

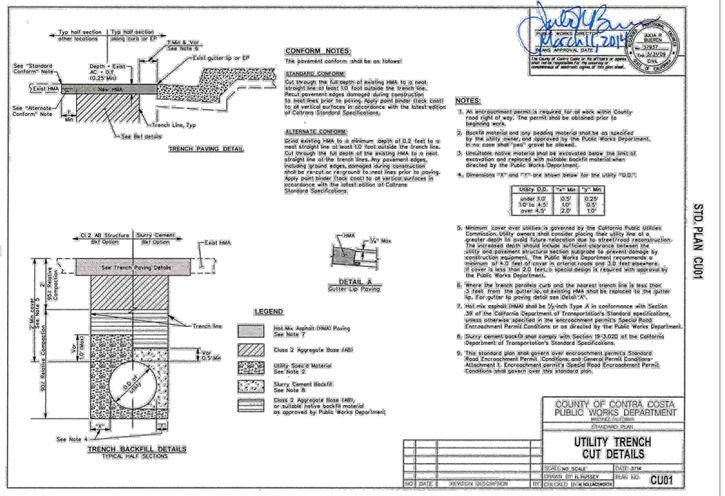
PROJECT: LP13-2025

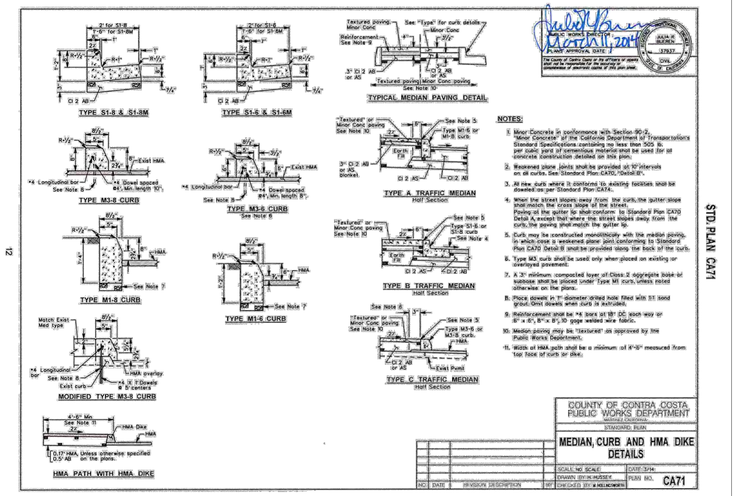
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

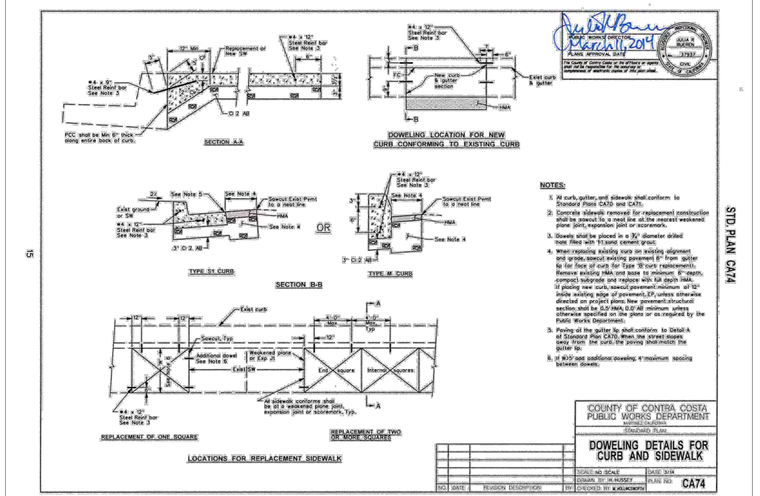
REGISTERED PROFESSIONAL ENGINEER
HARSIEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

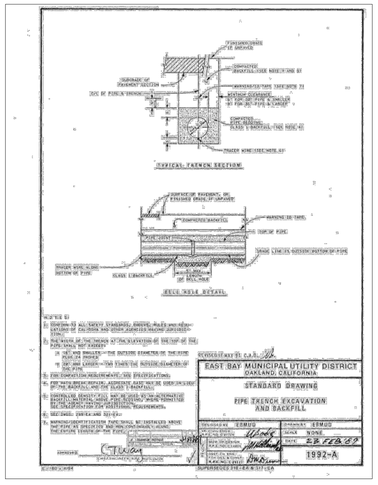
DATE: 06/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

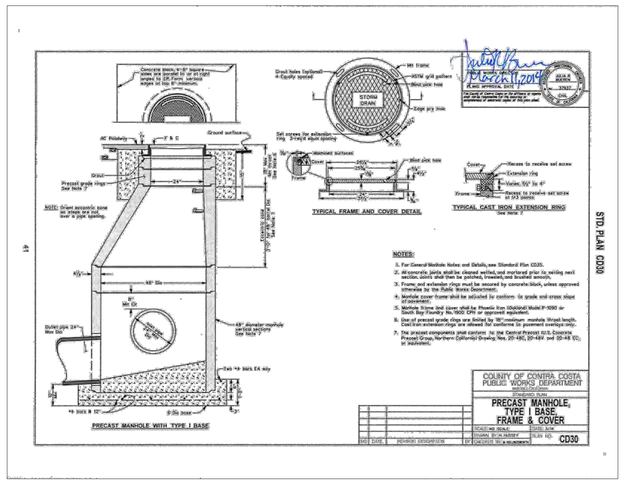
C6.0

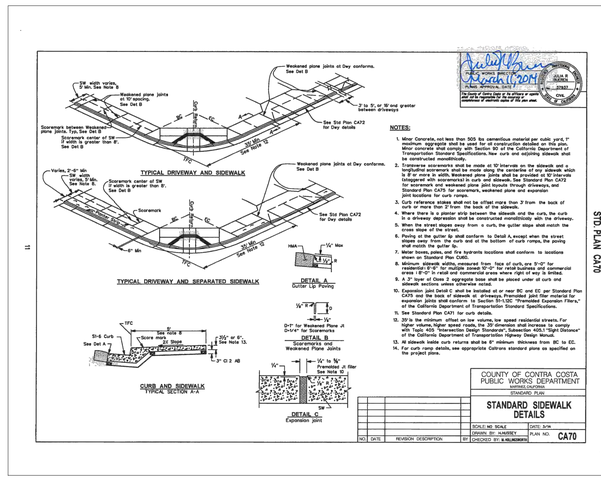


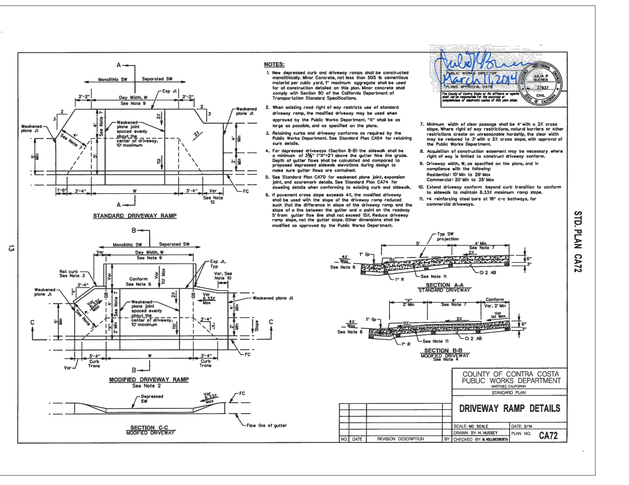












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NO.	REVISION ISSUE	DATED

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Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: AGENCY DETAILS

PROJECT | LP13-2025

C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSIEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

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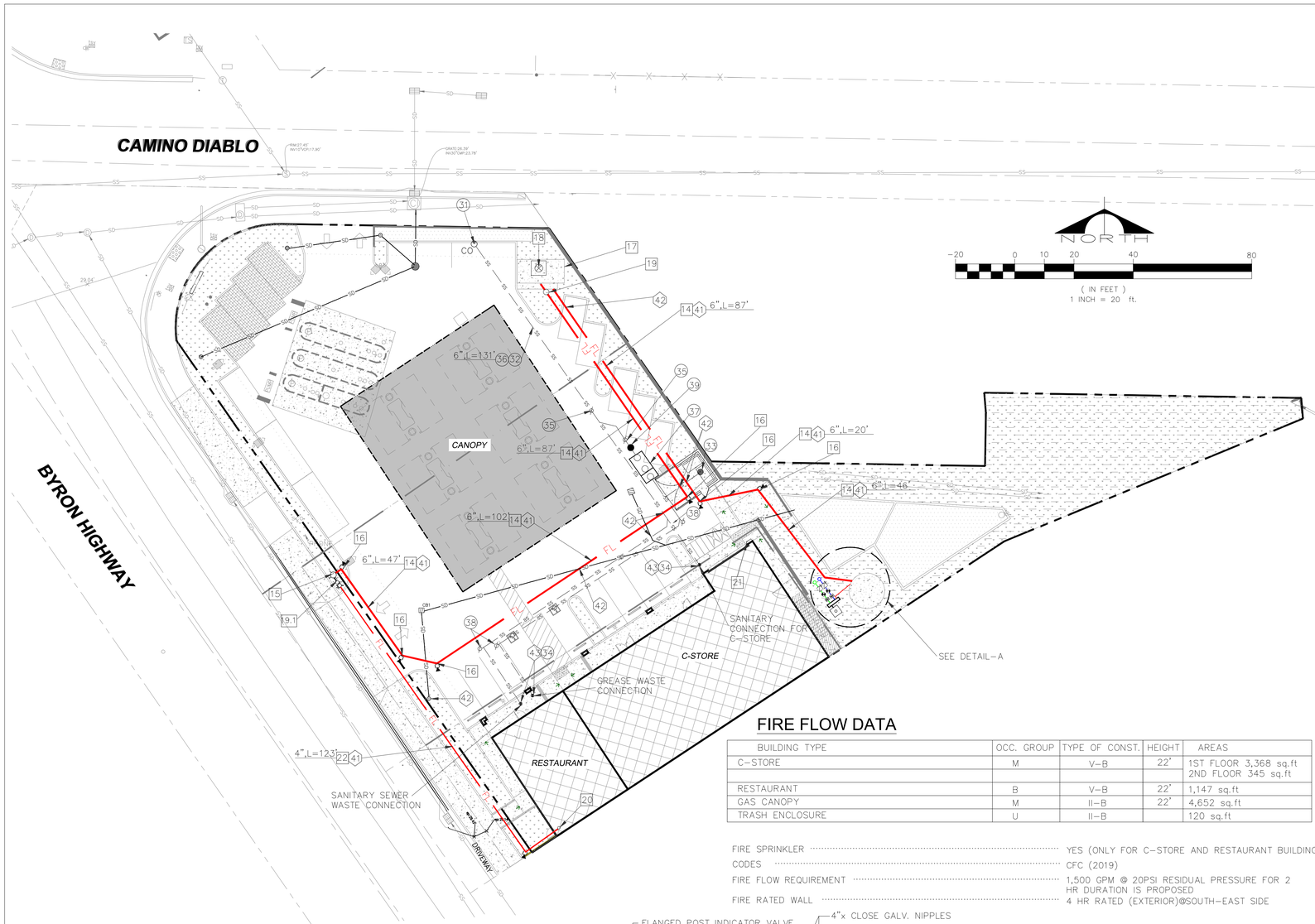


LEGEND

FL	FIRE LINE
2"W	DOMESTIC WATER LINE
1"W	IRRIGATION WATER LINE
	6" MANIFOLD
WM	WATER METER
	GATE VALVE
	DOUBLE CHECK DETECTOR ASSEMBLY
	DRAFT CONNECTION
	FIRE PUMP
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	THRUST BLOCK
SS	SANITARY SEWER PIPE
CO	EXISTING SANITARY CLEANOUT
	FLOOR DRAIN (FOR SANITARY)
OCB	OIL AND WATER SEPARATOR
SD	STORM DRAIN PIPE
	PROPOSED CATCH BASIN
	PROPOSED LANDSCAPING BASIN

ABBREVIATIONS

FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FIRE LINE
(N)	NEW
EX	EXISTING

CONSTRUCTION NOTES

WATER :

1. INSTALL (N) WATER WELL UNDER SEPARATE PERMIT BY OTHERS .
2. INSTALL 6" PVC SCH 80 NSF APPROVED MANIFOLD FOR DOMESTIC, IRRIGATION AND FIRE CONNECTIONS.
3. INSTALL 2" DOMESTIC WATER METER.
4. INSTALL GATE VALVE & VALVE BOX ASSEMBLY.
5. INSTALL 2" REDUCED PRESSURE BACKFLOW PREVENTER AND PRV ASSEMBLY.
6. INSTALL 1" IRRIGATION WATER METER.
7. INSTALL 1" REDUCED PRESSURE BACKFLOW PREVENTER FOR IRRIGATION CONNECTION.
8. DOMESTIC POINT OF CONNECTION (P.O.C). REFER PLUMBING PLANS FOR CONTINUATION.
9. IRRIGATION POINT OF CONNECTION (P.O.C). REFER IRRIGATION PLANS FOR CONTINUATION.
10. INSTALL 2" SCHEDULE 80 NSF APPROVED SAFE DOMESTIC WATER LINE CONNECTIONS WITH CORROSION RESISTANCE AND NSF POTABLE DRINKING WATER APPROVED. .
11. INSTALL 1" SCHEDULE 80 NSF APPROVED IRRIGATION LINE CONNECTIONS.
12. INSTALL 6" SCHEDULE 80 NSF APPROVED FIRE LINE TO STORAGE TANK.
13. INSTALL 15,000 GALLONS FIRE DEPARTMENT APPROVED WATER STORAGE TANK. FOUNDATION PER STRUCTURAL PLAN.
14. INSTALL 6" PVC CLASS 150-C900 FIRE LINE TO PUMP HOUSE AND FIRE HYDRANT, LENGTH PER PLAN.
15. INSTALL FIRE DEPARTMENT APPROVED FIRE HYDRANT AS PER EAST BAY MUD DETAIL 9496-GB ON SHEET C8.2..
16. INSTALL PVC BEND AND THRUST BLOCKS REFER CONTRA COSTA COUNTY WATER DISTRICT STANDARD DETAIL NO. SD-1 ON SHEET C8.2.
17. INSTALL FIRE PUMP HOUSE PER MANUFACTURER SPECIFICATIONS SLAB PER STRUCTURAL SPECIFICATIONS.
18. INSTALL FIRE PUMP (1000 GPM @ 80 PSI CAPACITY).
19. INSTALL FIRE DEPARTMENT CONNECTION (FDC) FOR FIRE DEPARTMENT ACCESS IN CASE OF FIRE PUMP FAILURE.
19.1. INSTALL FIRE DEPARTMENT CONNECTION (FDC) AND POST INDICATOR VALVE AS PER DETAIL ON THIS SHEET.
20. IN-BUILDING FIRE RISER CONNECTION WITHOUT MECHANICAL JOINTS WITH FLANGE OUTLET 12" A.F.F. FIRE SPRINKLER CONTRACTOR TO TIE INTO THIS CONNECTION. REFER DETAIL 2 ON SHEET C8.2 FOR CLEARANCE & ONE-PIECE IN BUILDING RISER ASSEMBLY
21. INSTALL KNOX BOX FOR PUMP HOUSE KEY.
22. INSTALL 4" PVC CLASS 150-C900 FIRE LINE TO FIRE RISER ROOM, LENGTH PER PLAN.

SANITARY :

31. TIE-IN TO EXISTING SANITARY SEWER CLEAN OUT. CONTRACTOR TO VERIFY INVERT OF EXISTING SANITARY SEWER PIPE AT TIE-IN LOCATION.
32. INSTALL 6 INCH PVC SCHEDULE C900 DR25 SANITARY SEWER PIPE, LENGTH PER PLAN.
33. TRASH ENCLOSURE, FLOOR DRAIN CONNECT TO SEWER. DUMPSTER WILL BE MARKED WITH A "DO NOT DUMP HAZARDOUS MATERIALS HERE".
34. SANITARY POINT OF CONNECTION (P.O.C). REFER PLUMBING PLANS FOR CONTINUATION.
35. INSTALL SANITARY TWIN CLEANOUT AS PER CONTRA COSTA SANITARY DISTRICT DWG NO. 22-07. REFER SHEET C8.2 FOR DETAIL
36. TRENCH AND BACKFILL REFER COUNTY OF CONTRA COSTA STANDARD DETAIL CU01.
37. INSTALL 1000 GALLONS GREASE INTERCEPTOR PER CENTRAL CONTRA COSTA SANITARY DISTRICT STANDARD DETAIL (2020 EDITION) DWG 23-02 SEE DETAIL ON CHEET C8.2.
38. INSTALL SANITARY IN LINE RISER CLEANOUT AS PER CONTRA COSTA SANITARY DISTRICT DWG NO. 22-07. REFER SHEET C8.2 FOR DETAIL.
39. INSTALL SAMPLING MANHOLE BOX PER CENTRAL CONTRA COSTA SANITARY DISTRICT STANDARD DETAIL (2020 EDITION) DWG 23-05. REFER SHEET C8.2 FOR DETAIL.

STORM

FOR STORM SYSTEM, SEE SHEET NO-C3.0

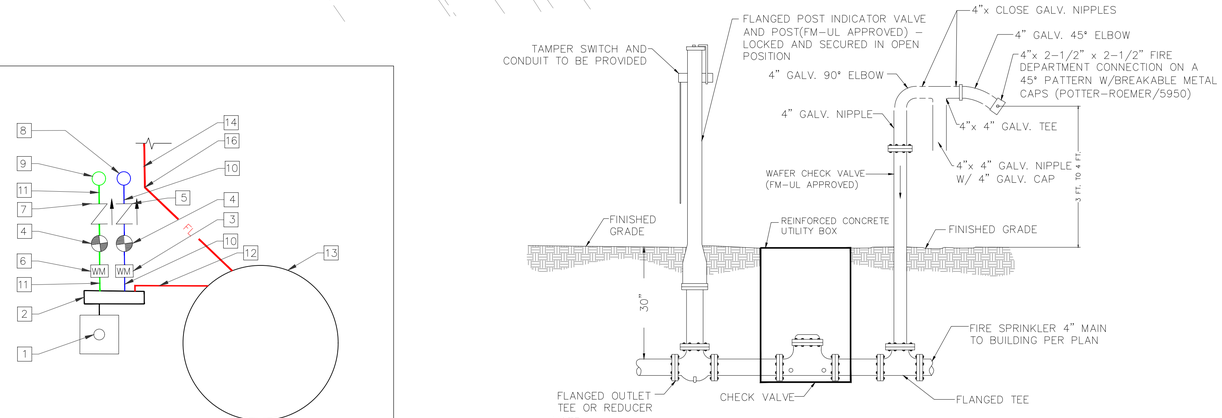
GENERAL NOTES

41. TRENCH AND BACKFILL REFER EAST BAY MUNICIPAL UTILITY DISTRICT STANDARD DETAIL NO. 1992-A ON SHEET C8.2.
42. WATER MAINS AND SERVICES, INCLUDING THE METERS, MUST BE LOCATED AT LEAST 10 FT HORIZONTALLY FROM AND 1 FT VERTICALLY ABOVE ANY PARALLEL PIPELINE CONVEYING UNTREATED SEWAGE (INCLUDING SANITARY SEWER LATERALS), AND AT LEAST 4 FT FROM AND ONE FOOT VERTICALLY ABOVE ANY PARALLEL PIPELINE CONVEYING STORM DRAINAGE. IF THE WATER AND SEWER/STORM LINES CROSS AND THE VERTICAL SEPARATION IS LESS THAN 2 FT, A 6 INCH CONCRETE ENCASEMENT OF THE SEWER/STORM MAIN IS REQUIRED FOR A DISTANCE OF 10 FT ON EACH SIDE OF THE CROSSING.
43. CAP UTILITY LINE WITHIN 5 FT. OF PROPOSED BUILDING. CONTRACTOR TO MARK STUB OUT LOCATION WITH WOODEN 2 FT. X 4 FT. AND MARK UTILITY AS APPLICABLE.

FIRE FLOW DATA

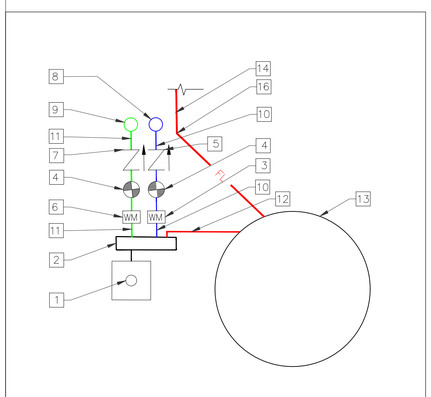
BUILDING TYPE	OCC. GROUP	TYPE OF CONST.	HEIGHT	AREAS
C-STORE	M	V-B	22'	1ST FLOOR 3,368 sq.ft 2ND FLOOR 345 sq.ft
RESTAURANT	B	V-B	22'	1,147 sq.ft
GAS CANOPY	M	II-B	22'	4,652 sq.ft
TRASH ENCLOSURE	U	II-B		120 sq.ft

FIRE SPRINKLER ..... YES (ONLY FOR C-STORE AND RESTAURANT BUILDING)
CODES ..... CFC (2019)
FIRE FLOW REQUIREMENT ..... 1,500 GPM @ 20PSI RESIDUAL PRESSURE FOR 2 HR DURATION IS PROPOSED
FIRE RATED WALL ..... 4 HR RATED (EXTERIOR)@SOUTH-EAST SIDE



NOTE:
1. GC TO INSTALL LISTED ASSEMBLIES. MANUFACTURER SPECIFICATION SHEETS TO BE PROVIDED TO THE FIRE INSPECTOR FOR REVIEW AND APPROVAL PRIOR TO ORDERING THE FIRE PROTECTION APPURTENANCES
2. GC TO INSTALL FDC & PIV AT MINIMUM OF 2 FT BACK OF CURBS.

TYPICAL FIRE DEPARTMENT CONNECTION, POST INDICATOR VALVE AND CHECK VALVE
SCALE: N.T.S.



MANIFOLD ENLARGED DETAIL-A
SCALE: N.T.S

811 know what's below call 811 before you dig

REVISIONS:

REVISION ISSUE	DATED

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Las Vegas, NV
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Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

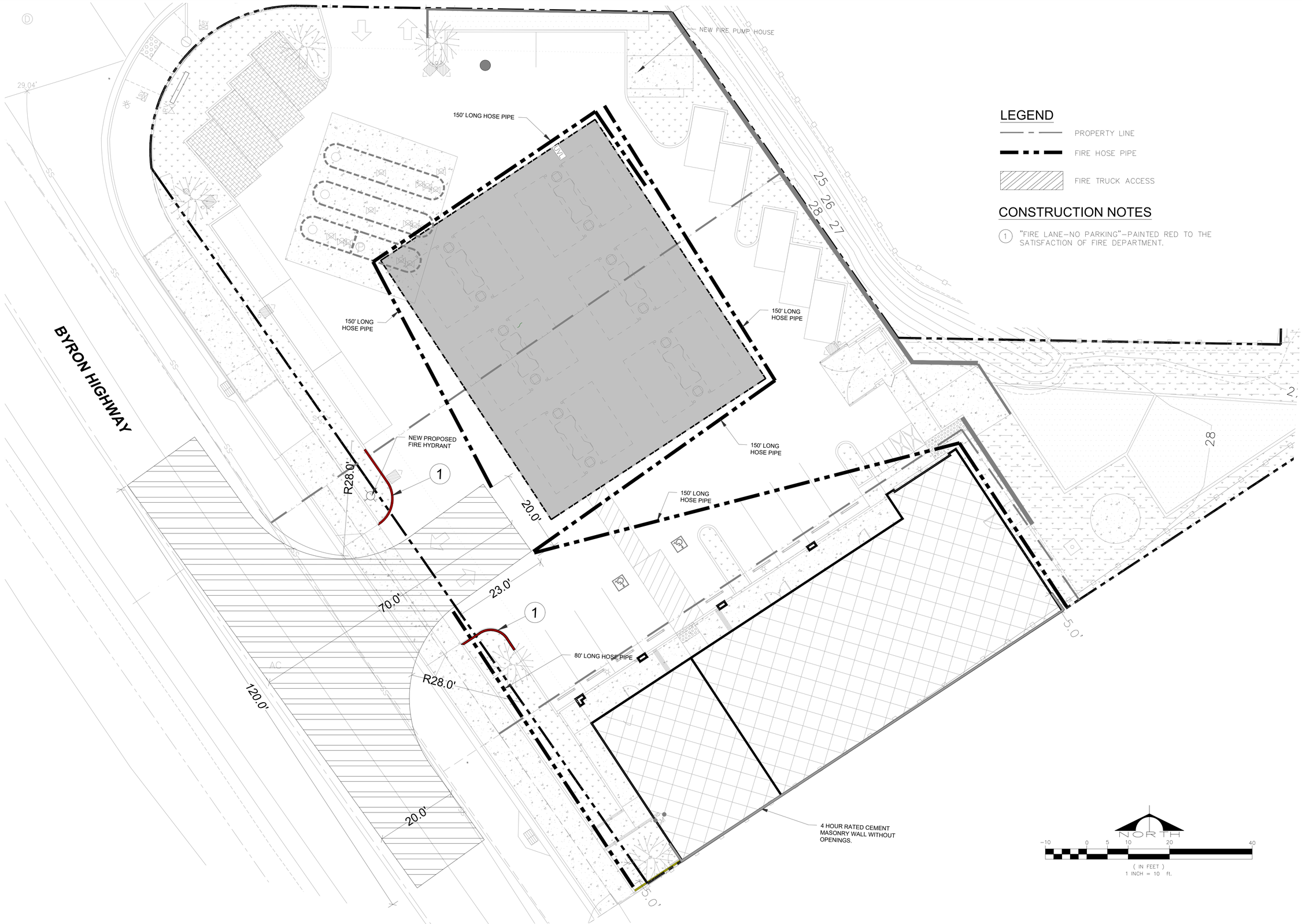
TITLE: UTILITY PLAN

PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/14/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

C8.0



REVISIONS:

	REVISION ISSUE	DATED
1		

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Building Design and Improvements•Construction Consulting

TITLE
FIRE TRUCK ACCESS

PROJECT LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

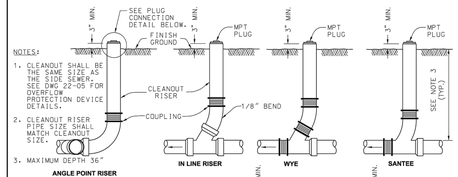
DATE: 06/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

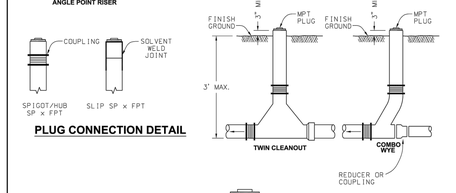
C8.1

DWG 22-07

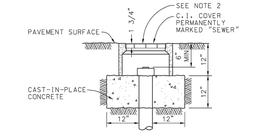
CENTRAL CONTRA COSTA SANITARY DISTRICT
MARTINEZ, CALIFORNIA

CLEANOUT RISERS





NOTES:
1. ANGLE POINT CLEANOUT REQUIRED IF SIDE SEWER DEFLECTIONS EQUALS OR EXCEEDS 90°.
2. SEE APPROVED MATERIALS LIST FOR TRAFFIC AND NON-TRAFFIC AREA PRECAST UTILITY BOXES AND GRATED LIDS.
3. 6" SEWER LINES REQUIRE 6" CLEANOUTS



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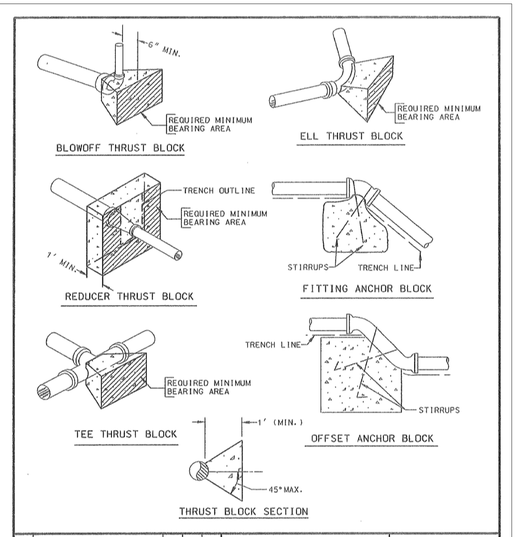


REV.	DESCRIPTION	BY	APP.	DATE
2	REVISED DETAILS	RHS	JRL	11-03
1	ISSUED FOR IMPLEMENTATION			
0	ISSUED FOR DISTRIBUTION	RP		
ENGINEERING REVIEW:				
CONSTRUCTION REVIEW:				
O & M REVIEW:				
APPROVED FOR USE:				

CONTRA COSTA WATER DISTRICT
CONCORD, CALIFORNIA

STANDARD DETAIL

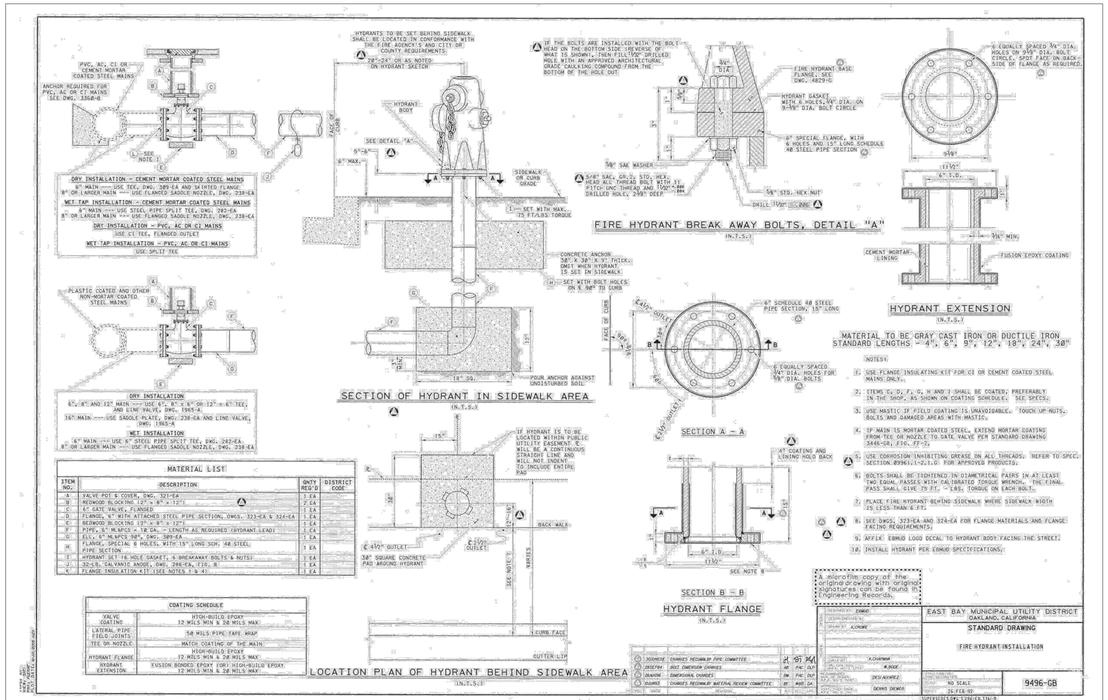
TITLE: THRUST BLOCK & ANCHOR BLOCK DETAILS FOR 4", 6", 8" & 12" FITTINGS

CAD FILE: SD1S2R2.DGN | SCALE: NONE
DATE: 11/05/03 | SHEET 2 OF 2

REGISTERED PROFESSIONAL ENGINEER — STEPHEN J. HOWARD — No. 40669 — CIVIL — STATE OF CALIFORNIA

APPROVED DATE:

STD. DETAIL NO.	REV.
SD-1	2



MATERIAL LIST

ITEM NO.	DESCRIPTION	QNTY REQ'D	DISTRICT CODE
A	VALVE, PIT & COVER, DWG. 321-EA	1	EA
B	HYDRANT, BLOCK TEE, 6" x 6" x 12"	1	EA
C	6" GATE VALVE, FLANGED	1	EA
D	FLANGE, 6" WITH ATTACHED STEEL PIPE SECTION, DWGS. 323-EA & 324-EA	1	EA
E	REDWOOD BLOCKING 12" x 8" x 12"	1	EA
F	PIPE, 6" W.S.P.C.S. – 18' CA. – LENGTH AS REQUIRED (HYDRANT LEAD)	1	EA
G	ELL, 6" W.S.P.C.S. 90°, DWG. 389-EA	1	EA
H	FLANGE, SPECIAL 8 HOLES, WITH 15" LONG SCH. 40 STEEL PIPE SECTION	1	EA
I	HYDRANT, 6" F.H.E. HOLE GASKET, & BOLT-AWAY BOLTS & NUTS	1	EA
J	30 LBS. EA. KNAT ANODE, DWG. 396-EA, FIG. B	1	EA
K	FLANGE INSULATION KIT (SEE NOTES 1 & 2)	1	EA

COATING SCHEDULE

VALVE COATING	HIGH-BUILD EPOXY 12 MILS MIN & 20 MILS MAX
LATERAL PIPE FIELD JOINTS	5# MILS PIPE-LAPE WRAP MATCH COATING OF THE MAIN
TEE OR NOZZLE	HIGH-BUILD EPOXY 12 MILS MIN & 20 MILS MAX
HYDRANT FLANGE	HIGH-BUILD EPOXY 12 MILS MIN & 20 MILS MAX
HYDRANT EXTENSION	FUSION BONDED EPOXY (OR) HIGH-BUILD EPOXY. 12 MILS MIN & 20 MILS MAX

NO.	DESCRIPTION	BY	APP'D	DATE
3	ISSUANCE CHANGES RECOMMEND TYPE COMMITTEE	JR	PAC	05/19
2	DESCRIPTION CHANGES	AR	PAC	OLD
1	DRAWING DIMENSIONAL CHANGES	DR	PAC	OLD
0	ISSUANCE CHANGES RECOMMEND MATERIAL REVIEW COMMITTEE	BP	MAR	DA

Hardcopies may be of file original drawing with original signatures on file in Engineering Records.

DRAWN:	EMMO
TRACED:	KJOHNSON
DESIGNED:	M.INGE
DES'D REVIEW'D:	
QUANTITIES:	DENNIS DEMOSS

EAST BAY MUNICIPAL UTILITY DISTRICT
OAKLAND, CALIFORNIA

STANDARD DRAWING

FIRE HYDRANT INSTALLATION

NO SCALE	9496-GB
24-FEB-92	

SUPERSEDES DWG. 9-3394-A, 3361-S

REVISIONS:

NO.	REVISION ISSUE	DATED

Continental Development Consultants, Inc.
Las Vegas, NV — Woodland, CA
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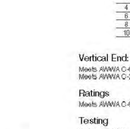
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: AGENCY DETAILS

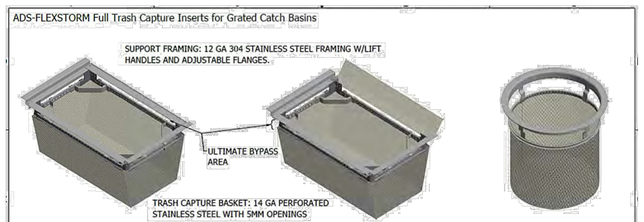
PROJECT | LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514



DATE: 06/11/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: RP
CHK BY: HS

C8.2

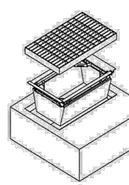
ADS-FLEXSTORM Full Trash Capture Inserts for Grated Catch Basins



Installation Instructions:
1. Remove grate from the drainage structure
2. Clean stone and dirt from the grate support ledge (lip)
3. Drop the FLEXSTORM inlet filter through the clear opening such that the flanges rest firmly on the lip of the catch basin
4. Replace the grate on top of the filter framing

FLEXSTORM Performance Specifications - Full Trash Capture						
ADS P/N	Basin Size	Basket Depth	Ultimate Bypass Cap. (CFS)*	Storage Volume (ft^3)	Flow Rate when Empty (CFS)*	Flow Rate when 50% Full (CFS)*
62HD12FTC	12 x 12	12"	0.5	0.7	6.8	3.0
62HD18FTC	18 x 18	12"	1.8	1.7	12.2	4.5
62HD24FTC	24 x 24	12"	3.0	3.1	18.6	6.3
62HD36SFTC	36 x 18	12"	4.0	3.5	20.8	7.3
62HD36Z4FTC	36 x 24	12"	4.5	5.0	25.1	8.3
62HD36FTC	36 x 36**	12"	8.0	7.1	41.6	14.6

* Calculated with .5' flowing water above centroid of ultimate bypass area
** Two 36 x 18 filter baskets placed side by side



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Appendix B: Design Drawings

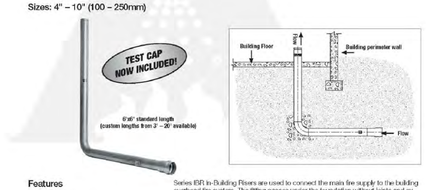
DETAIL 1

ES-A-InBuildingRiser

For Fire Protection Applications

Job Name _____ Contractor _____
Job Location _____ Approval _____
Engineer _____ Contractor's P.O. No. _____
Approval _____ Representative _____

LEAD FREE
Series IBR
In-Building Risers
Customizable
Sizes: 4" – 10" (100 – 250mm)



Features
- Cost savings
- Corrosion resistant stainless steel construction, type 304
- Ease of installation and light weight allows one person to position and handle the riser
- Minimal site preparation; joint restraint one-piece construction reduces time and labor; no retaining parts, no leaks; easily identifiable for approvals
- Includes Test Cap and Coupler
- UL/FM approved
- Sizes: available in 4" – 10" (100-250mm) with various lengths to meet local requirements
- Designed to meet NFPA 24
- AWWA C900 InterDIP
- AWWA C606 Outlet

Series IBR In-Building Risers are used to connect the main fire supply to the building overhead fire system. The fitting passes under the foundation without joints and extends up through the floor. Provided with installation tube, the unit has a CIPS (Cast Iron Pipe Size) coupler for easy connection to the underground supply (AWWA C900 PVC and Ductile Iron Pipe) and industry standard grooved end connection (AWWA C606) on the building side for easy connection to the overhead fire sprinkler system. The IBR features Lead Free* construction to comply with Lead Free* installation requirements.

Ames In-Building Risers are precision engineered and manufactured to provide exceptional reliability and reduce installation time & labor costs associated with field assembly. In accordance with NFPA 24, the UL/FM approved In-Building Risers replace numerous fittings, elbows & spools and reduces the possibility of leaks or failure in comparison to traditional installation methods and materials. Factory tested integrity ensures the highest quality installation. The use of stainless steel significantly increases the reliability and life of the riser.

*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.

Ames Fire & Waterworks product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact Ames Fire & Waterworks Technical Service. Ames Fire & Waterworks reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on Ames Fire & Waterworks products previously or subsequently sold.

AMES FIRE & WATERWORKS

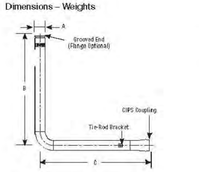
A Watts Water Technologies Company

ES-A-InBuildingRiser 1640

Specifications
In-Building Riser shall be installed as indicated on the plans. Riser shall be composed of a single-extended 90 degree fitting of fabricated 304 stainless steel tubing, maximum working pressure 200psi (14 bar). The fitting shall have a grooved-end connection on the outlet (building) side and a CIPS coupler on the inlet (underground) side. The grooved end shall include a coupler and cap to facilitate testing of the underground piping. The In-Building Riser shall be an Ames Fire & Waterworks Series IBR.

Approvals
Fittings: FM class 1920
UL HHQA (4"-10")

Dimensions – Weights



SIZE (DN)	A (OD)		B		C		WEIGHT	
in.	mm	in.	mm	ft.	cm	ft.	cm	lbs.	kg
4	100	4.16	114	6	183	6	183	71	32
6	150	6.16	156	6	183	6	183	98	44
8	200	8.16	219	6	183	6	183	129	59
10	250	10.16	273	6	183	6	183	202	92

**Each 6' (1 stick) set C (horizontal leg) is customizable from 2' to 20' with MJ/FM approvals. Consult with your factory representative for details.

Standards
NFPA — Designed to allow the contractor to conform to NFPA 24

Where a riser is close to building foundations, underground fittings of proper design and type shall be used to avoid pipe joints being located under the foundations.

End Connections
Horizontal End: Mates with Ductile Iron Pipe and AWWA C900 Pipe PVC Pipe with Ductile Iron Pipe Equivalent OD's)

Victaulic Gasket conforming to UL 157 with "Lock in" gasket configuration

SIZE (DN)		MATING PIPE OD	
in.	mm	in.	mm
4	100	4.8	122
6	150	6.9	175
8	200	9.1	230
10	250	11.1	282

Vertical End:
Meets AWWA C-606 dimensions for roll grooved pipe
Meets AWWA C-207 class D for flanges

Ratings
Meets AWWA C-900 pressure class 200, DR 14 Pipe

Testing
Welds are 100% leak tested at the factory

SIZE		DESIGN PROOF PRESSURE	
in.	mm	psi	bar
4	100	1000	70
6	150	1000	70
8	200	800	56
10	250	800	56

NOTICE
Inquire with governing authorities for local installation requirements

NOTICE
The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

USA: Blackflow: Tel: (978) 689-6066 • Fax: (978) 975-8280 • AmesFireWater.com
USA: Control Valves: Tel: (713) 943-0900 • Fax: (713) 944-0445 • AmesFireWater.com
Canada: Tel: (905) 332-4090 • Fax: (905) 332-7068 • AmesFireWater.ca
Latin America: Tel: (52) 81-1001-6000 • Fax: (52) 81-8000-7091 • AmesFireWater.com

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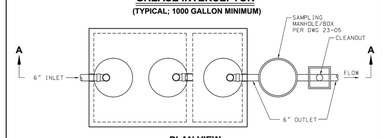
DETAIL 2

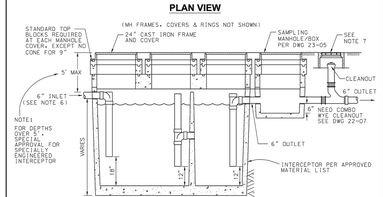
DWG 23-02

CENTRAL CONTRA COSTA SANITARY DISTRICT
MARTINEZ, CALIFORNIA

GREASE INTERCEPTOR
(TYPICAL; 1000 GALLON MINIMUM)



PLAN VIEW

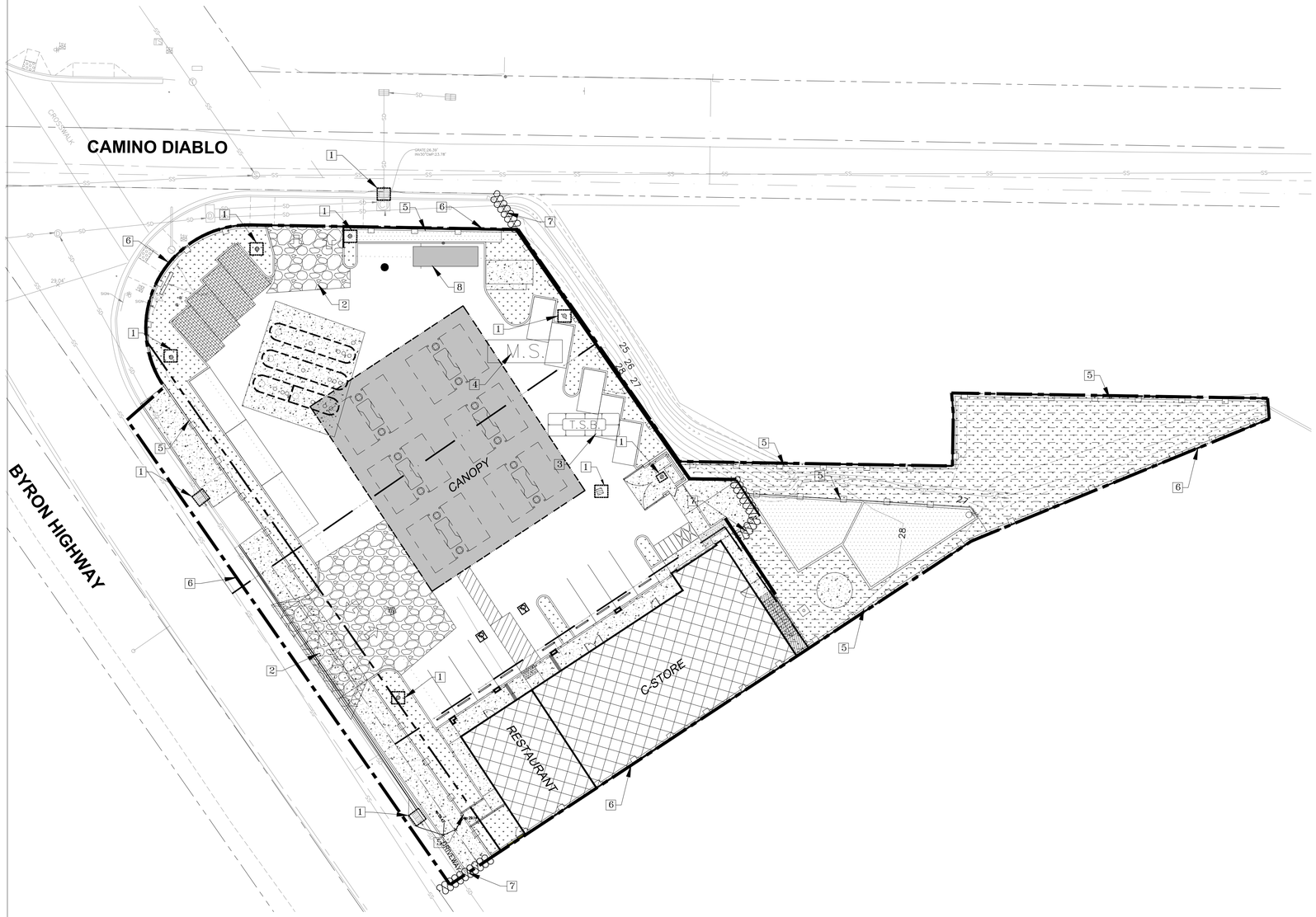


SECTION A-A

NOTES:
1. INTERCEPTOR SHALL BE PLACED ON A MINIMUM OF 6" TYPE I BEDDING MATERIAL, COMPACTED TO 95% RC.
2. ALL ELEVATIONS SHALL BE APPROVED BY CCCSD PRIOR TO INSTALLATION.
3. GREASE INTERCEPTORS ARE NOT INTENDED FOR THE INTRODUCTION OF DOMESTIC SEWAGE, LOCATION AND TRIBUTARY DISCHARGE SOURCES SHALL BE APPROVED BY CCCSD PRIOR TO INSTALLATION.
4. INTERCEPTOR LOCATED IN AN AREA SUBJECT TO TRAFFIC MUST BE H-20 TRAFFIC RATED. NON-PRECAST INTERCEPTORS ACCEPTED UPON SPECIAL APPROVAL.
5. ALL INLET AND OUTLET PIPES SHALL BE 6" DIAMETER.
6. THE USE OF CAST IRON SOIL PIPE FOR GREASE INTERCEPTOR APPLICATIONS IS PROHIBITED.
7. SEE APPROVED MATERIALS LIST FOR TRAFFIC AND NON-TRAFFIC AREA PRECAST UTILITY BOXES AND GRATED LIDS. SEE DWG 19-08 & 19-09 FOR COVER REQUIREMENTS.

10-May-2023 K:\Projects\...\standard\Sanitary\SD-23-02 GreaseInterceptor.dwg

DISTURBED AREA DETAILS
TOTAL DISTURBED AREA – 0.85 ACRE



LEGEND

1. INLET SEDIMENT CONTROL REFER DETAIL ON SHEET ERCP2 AS PER CASQA MANUAL.
2. STABILIZED CONSTRUCTION ENTRANCE/EXIT REFER DETAIL ON SHEET ERCP2 AS PER CASQA MANUAL.
3. T.S.B. CONCRETE WASHOUT AREA REFER DETAIL ON SHEET ERCP2 AS PER CASQA MANUAL.
4. M.S. LOCATION OF EQUIPMENT/MATERIAL STORAGE.
5. SILT FENCE (AROUND PROPERTY LINE EXCEPT DRIVEWAYS) REFER DETAIL ON SHEET ERCP2 AS PER CASQA MANUAL.
6. LIMITS OF DISTURBED AREAS.
7. FIBER ROLLS REFER DETAIL ON SHEET ERCP2 AS PER CASQA MANUAL.
8. VEHICLE AND EQUIPMENT CLEANING/ VEHICLE AND EQUIPMENT MAINTENACE

BMPS	MAINTENANCE
INLET SEDIMENT CONTROL	1. DISCHARGE OF SEDIMENT, WATER, TRASH, FLUIDS OF ANY KIND OFF THE PROPERTY, OR POSING A RISK FOR RELEASE OFF THE PROPERTY SHALL BE PROHIBITED AND ABATED IMMEDIATELY UPON DISCOVERY. 2. DISCHARGE OFF THE PROPERTY IS A VIOLATION OF FEDERAL, STATE AND LOCAL LAW PUNISHABLE BY IMMEDIATE CITATION AND FORMAL ENFORCEMENT UP TO $20,000 PER VIOLATION PER DAY. 3. BIOFILTER BAGS EXPOSED TO SUNLIGHT WILL NEED TO BE REPLACED EVERY TWO TO THREE MONTHS DUE TO DEGRADING OF THE BAGS. 4. SEDIMENT THAT IS RETAINED BY THE BMP SHOULD BE PERIODICALLY REMOVED IN ORDER TO MAINTAIN BMP EFFECTIVENESS.
VEHICLE AND EQUIPMENT CLEANING/MAINTENANCE AREA	1. INSPECTION AND MAINTENANCE IS MINIMAL, ALTHOUGH SOME BERM REPAIR MAY BE NECESSARY. 2. INSPECT SUMP REGULARLY AND REMOVE LIQUIDS AND SEDIMENT AS NEEDED. 3. VEHICLES AND EQUIPMENT SHOULD BE INSPECTED ON EACH DAY OF USE. LEAKS SHOULD BE REPAIRED IMMEDIATELY OR THE PROBLEM VEHICLE(S) OR EQUIPMENT SHOULD BE REMOVED FROM THE PROJECT SITE. 4. KEEP STORAGE AREA CLEAN AND WELL ORGANIZED, INCLUDING A CURRENT LIST OF ALL MATERIALS ONSITE.
FIBER ROLL	1. REPAIR OR REPLACE SPLIT, TORN, UNRAVELING, OR SLUMPING FIBER ROLLS. 2. IF THE FIBER ROLL IS USED AS A SEDIMENT CAPTURE DEVICE, OR AS AN EROSION CONTROL DEVICE TO MAINTAIN SHEET FLOWS, SEDIMENT THAT ACCUMULATES IN THE BMP SHOULD BE PERIODICALLY REMOVED IN ORDER TO MAINTAIN BMP EFFECTIVENESS.SEDIMENT SHOULD BE REMOVED WHEN SEDIMENT ACCUMULATION REACHES ONE–THIRD THE DESIGNATED STORAGE DEPTH. 3. IF FIBER ROLLS ARE USED FOR EROSION CONTROL, SUCH AS IN A CHECK DAM, SEDIMENT REMOVAL SHOULD NOT BE REQUIRED AS LONG AS THE SYSTEM CONTINUES TO CONTROL THE GRADE. SEDIMENT CONTROL BMPS WILL LIKELY BE REQUIRED IN CONJUNCTION WITH THIS TYPE OF APPLICATION .
CONCRETE WASHOUTS	1. TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE MAINTAINED TO PROVIDE ADEQUATE HOLDING CAPACITY WITH A MINIMUM FREEBOARD OF 4IN. FOR ABOVE GRADE FACILITIES. MAINTAINING TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD INCLUDE REMOVING AND DISPOSING OF HARDENED CONCRETE AND RETURNING THE FACILITIES TO A FUNCTIONAL CONDITION. HARDENED CONCRETE MATERIALS SHOULD BE REMOVED AND PROPERLY DISPOSED OR RECYCLED IN ACCORDANCE WITH FEDERAL, STATE OR LOCAL REGULATIONS. 2. CONCRETE WASHOUTS SHALL BE CLEANED WHEN THE WASTE VOLUME IN THE WASHOUT REACHES 75 PERCENT OF CAPACITY. 3. INSPECT WASHOUT FACILITIES FOR DAMAGE (E.G. TORN LINER, EVIDENCE OF LEAKS, ETC.). REPAIR ALL IDENTIFIED DAMAGE.
MATERIAL & WASTE DISPOSAL LOCATION	INSPECT SITE ON A WEEKLY BASIS TO EXAMINE CONSTRUCTION MATERIALS ARE PROPERLY STORED AND WASTE IS PROPERLY DISPOSED TO PREVENT WATER POLLUTION.
STABILIZED CONSTRUCTION ACCESS	1. INSPECT STABILIZED CONSTRUCTION ACCESS DAILY FOR DAMAGE AND EFFECTIVENESS OF PREVENTING SOIL, SEDIMENT, AND CONSTRUCTION DEBRIS FROM BEING TRACKED ONTO PUBLIC STREETS. STREETS ADJACENT TO STABILIZED CONSTRUCTION ACCESS AREAS SHALL BE SWEPT DAILY TO REMOVE LOOSE MATERIALS. 2. REMOVE AGGREGATE, SEPARATE, AND DISPOSED OF SEDIMENT IF CONSTRUCTION ACCESS IS CLOGGED WITH SEDIMENT OR AS DIRECTED BY THE COUNTY INSPECTOR.
SILT FENCE	1. INSPECT SILT FENCES WHEN RAIN IS FORECAST AND AGAIN AFTER RAINFALL EVENTS. 2. SEDIMENT SHALL BE REMOVED FROM BEHIND THE SILT FENCE WHEN SEDIMENT ACCUMULATION IS 1/3 THE HEIGHT OF THE BARRIER OR WHEN SEDIMENT ACCUMULATION IS CAUSING THE SILT FENCE TO FAIL.

SEDIMENT CONTROL	REFERENCE ID
SILT FENCE	SE–1
FIBER ROLLS	SE–5
INLET SEDIMENT CONTROL	SE–10

WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL	REFERENCE ID
CONCRETE WASHOUT AREA	WM–8

TEMPORARY TRACKING CONTROL	REFERENCE ID
STABILIZED CONSTRUCTION ENTRANCE/EXIT	TC–1

NON-STORMWATER MANAGEMENT CONTROL	REFERENCE ID
VEHICLE AND EQUIPMENT CLEANING	NS–8
VEHICLE AND EQUIPMENT MAINTENANCE	NS–10

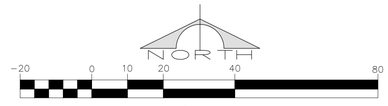
NOTE:
ALL ABOVE DETAILS (SE–1, SE–5, SE–10, TC–1, WM–8, NS–8, AND NS–10) REFER TO THE CASQA BMP MANUAL GUIDANCE AND REFERENCE DOCUMENT DESIGNATIONS.

NOTE:

* BMPs MUST BE IMPLEMENTED IN ACCORDANCE WITH CONSTRUCTION GENERAL PERMIT, MUNICIPAL REGIONAL GENERAL PERMIT, AND GENERAL DUTY REQUIREMENTS FOR THE ASSOCIATED PROJECT TYPE, ACTIVITY AND RISK LEVEL. ON A PROJECT OF THIS SCOPE IT IS RECOMMENDED THAT AT A MINIMUM BMPs BE INSPECTED DAILY, AND ALSO PRIOR TO FORECASTED RAIN EVENTS, DAILY DURING EXTENDED RAIN EVENTS, AND AFTER THE CONCLUSION OF RAIN EVENTS.

* THE PROPERTY OWNER AND/OR APPLICANT IS RESPONSIBLE FOR CLEANING STORM DRAINS AND CATCH BASINS THAT ARE LOCATED ON PRIVATE PROPERTY AT LEAST THREE TIMES EACH YEAR, ONCE PRIOR TO THE RAINY SEASON (BEFORE OCTOBER 1ST), ONCE IN JANUARY, AND ONCE IN MAY. THE PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CLEANING AS WARRANTED. MAINTENANCE AND CLEANING RECORDS SHALL BE MAINTAINED AT THE SITE.

* SIDEWALKS, PARKING LOTS, DRIVEWAYS, STREETS, GUTTER AND OTHER PAVED AREAS UNDER PRIVATE OWNERSHIP/MANAGEMENT SHALL BE REGULARLY SWEPT TO PREVENT THE ACCUMULATION OF LITTER AND DEBRIS. IF WATER IS USED, IT SHALL BE COLLECTED, ALONG WITH ANY DEBRIS BEFORE ENTERING THE STORM DRAIN SYSTEM.



REVISIONS:

	REVISION ISSUE	DATED
1		

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Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE
EROSION AND SEDIMENT CONTROL PLAN

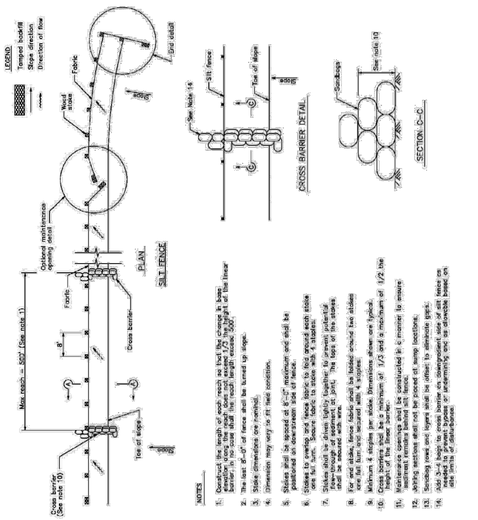
PROJECT LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE: 06/14/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

C9.0

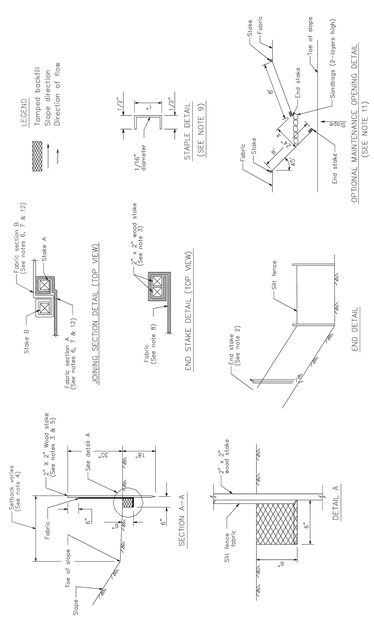
Silt Fence SE-1



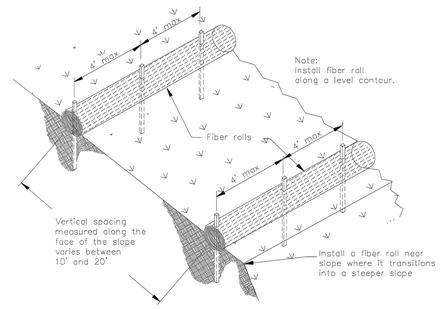
NOTES

1. Overall of the length of each reach as that the change in base elevation does not exceed one foot per 100 feet (1%) measured at the linear barrier, in no case shall the reach length exceed 300'.
2. The last 6'-0" of fence shall be turned up slope.
3. Slope dimensions are nominal.
4. Dimension may vary to fit field condition.
5. Stakes shall be spaced at 6'-0" maximum and shall be embedded a minimum of 12" into the ground.
6. Stakes to overlap and fence fabric to first ground each stake and full turn. Secure fabric to stake with 4 staples.
7. Fabric through at perimeter to be buried in a trench 6" deep and backfilled with soil. The laps of the silt fence shall be secured with tape.
8. Fence shall be installed with a minimum of 4 stakes.
9. Fence shall be installed with stakes on the downhill side of the fence and fabric on the uphill side of the stakes. Dimensions shown are typical.
10. Maximum 4 slopes per stake. Dimensions shown are typical.
11. Maintenance openings shall be constructed in a manner to ensure a minimum of 1/3 and a maximum of 1/2 the height of the linear barrier.
12. Sandbags shall be placed at sump locations.
13. Sandbag inlet and bypass shall be offset to alternate gaps.
14. Add 2 bags to cross barrier at downslope side of inlet basin on slope 5% or greater. Add 1 bag to cross barrier at downslope side of inlet basin on slope 4% or less.

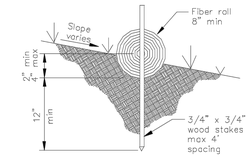
Silt Fence SE-1



Fiber Rolls SE-5

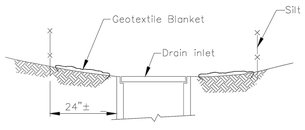


TYPICAL FIBER ROLL INSTALLATION
N.T.S.

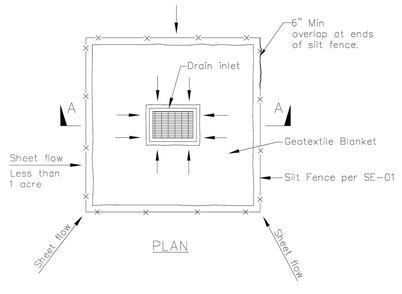


ENTRENCHMENT DETAIL
N.T.S.

Storm Drain Inlet Protection SE-10



SECTION A–A



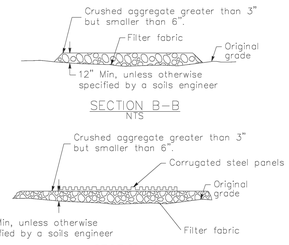
PLAN

DI PROTECTION TYPE 1
NOT TO SCALE

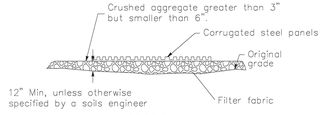
NOTES:

1. For use in areas where grading has been completed and final soil stabilization and seeding are pending.
2. Not applicable in paved areas.
3. Not applicable with concentrated flows.

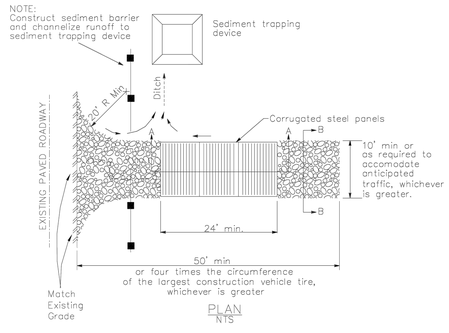
Stabilized Construction Entrance/Exit TC-1



SECTION B–B
NTS

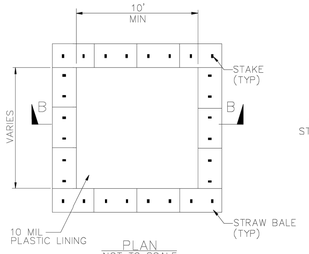


SECTION A–A
NOT TO SCALE

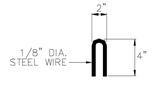


PLAN
NTS

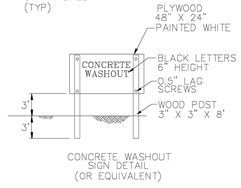
Concrete Waste Management WM-8



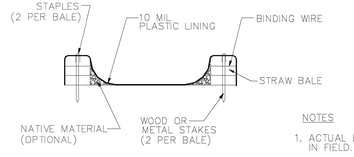
PLAN
NOT TO SCALE
TYPE "ABOVE GRADE"
WITH STRAW BALES



STAPLE DETAIL



CONCRETE WASHOUT
SIGN DETAIL
(OR EQUIVALENT)



SECTION B–B
NOT TO SCALE

NOTES

1. ACTUAL LAYOUT DETERMINED IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

REVISIONS:

	REVISION ISSUE	DATED
1		

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
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Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

DP11-3013

TITLE: EROSION AND SEDIMENT CONTROL DETAILS

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

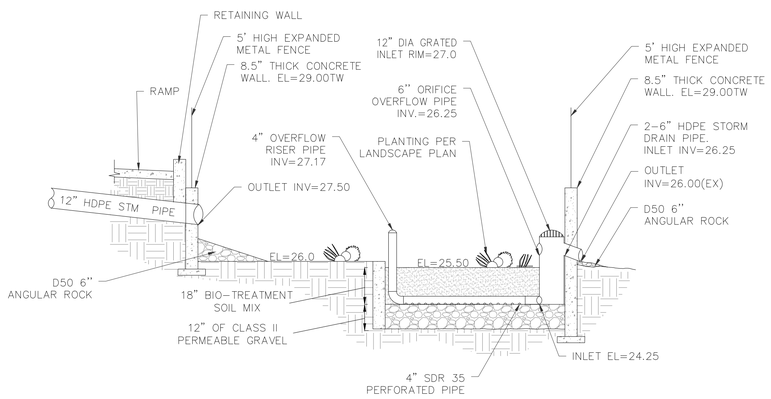
REGISTERED PROFESSIONAL ENGINEER
HARSEN SINGH
No. 89917
Civil
Exp. 6/30/2021
STATE OF CALIFORNIA

DATE: 06/01/2021
JOB :JSS-BR-01
DSN BY: NS
DWG BY: NS
CHK BY: HS

C9.1

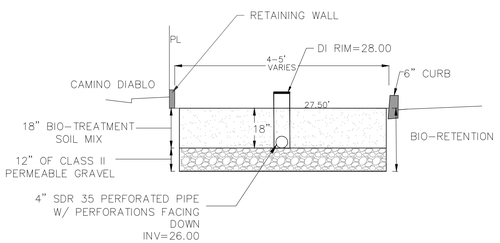
DRAINAGE AREA/TYPE

NO.	AREA (sq.ft)	TYPE
DMA 1	3367	BUILDING
DMA 2	1151	BUILDING
DMA 3	201	PAVEMENT
DMA 4	244	PAVEMENT
DMA 5	525	SELF RETAINING AREA-1
DMA 6	2403	PAVEMENT
DMA 7	338	PAVEMENT
DMA 8	1314	PAVEMENT
DMA 9	68	SELF RETAINING AREA-2
DMA 10	43	SELF RETAINING AREA-3
DMA 11	169	SELF TREATING AREA-1
DMA 12	3506	PAVEMENT
DMA 13	2389	BUILDING
DMA 14	2263	BUILDING
DMA 15	532	LANDSCAPE
DMA 16	5445	SELF TREATING AREA-2
DMA 17	238	LANDSCAPE
DMA 18	497	LANDSCAPE
DMA 19	2791	PAVEMENT
DMA 20	32	LANDSCAPE
DMA 21	243	PAVEMENT
DMA 22	1423	SELF RETAINING AREA - 4
DMA 23	615	SELF RETAINING AREA - 5
DMA 24	1229	PAVEMENT
DMA 25	1600	PAVEMENT
IMP 1	700	BIO-RETENTION AREA
IMP 2	230	BIO-RETENTION AREA



BIO RETENTION/ DETENTION BASIN DETAIL-1

NTS



BIO RETENTION/ DETENTION BASIN DETAIL-2

NTS

NORTH

GRAPHIC SCALE

-20 0 10 20 40 80

(IN FEET)
1 INCH = 20 ft.

REVISIONS:

	REVISION	ISSUE	DATED
1			

Continental Development Consultants, Inc.
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Woodland, CA
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Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: DRAINAGE MANAGEMENT AREAS

PROJECT: LP13-2025
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
HARSIEV SINGH
No. 89917
Civil
Exp. 6/30/2023
STATE OF CALIFORNIA

DATE:06/14/2020
JOB :JSS-BR-01
DSN BY: NS
DWG BY:NS
CHK BY: HS

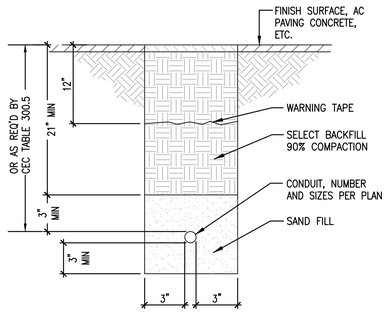
C10.0

LIGHTING SYMBOLS LEGEND	
	SURFACE-MOUNTED FIXTURE, TYPE PER LIGHT FIXTURE SCHEDULE
	EXTERIOR WALL-MTD. LIGHT FIXTURE
	EXTERIOR POLE-MTD. LIGHT FIXTURE, POLE HT. AS INDICATED IN FIXTURE SCHEDULE

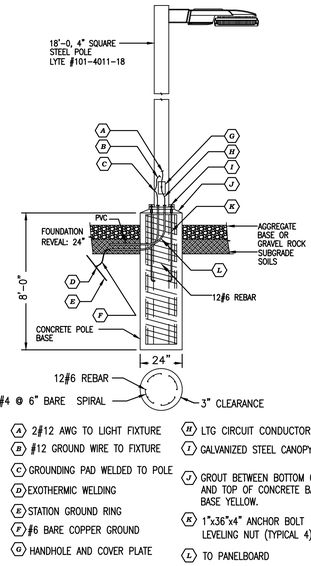
ELECTRICAL ABBREVIATIONS

A, AMP	AMPERES
AL	ALUMINUM
C	CONDUIT, CONDUCTOR
CKT	CIRCUIT
CU	COPPER
DWG	DRAWING
G, GND	GROUND
HH	HEAD HEIGHT (WINDOW)
HVAC	HEATING, VENTILATING, AIR CONDITIONING
JB	JUNCTION BOX
LTG	LIGHTING
MAX	MAXIMUM
MIN	MINIMUM
MLO	MAIN LUGS ONLY
N	NEUTRAL
NTS	NOT TO SCALE
PB	PULL BOX
PH, ø	PHASE
PVC	POLYVINYL CHLORIDE
RECP	RECEPTACLE
RGS	RIGID GALVANIZED STEEL CONDUIT
SER	SERVICE ENTRANCE CABLE, TYPE R
SW	SWITCH
TEL	TELEPHONE
TYP	TYPICAL
UG	UNDERGROUND
UON	UNLESS OTHERWISE NOTED
W	WATTS, WINDOW (DAYLIGHT PLANS)

RACEWAY LEGEND	
----------	CONDUIT CONCEALED IN WALLS OR CEILING
—— UG ——	UNDERGROUND CONDUIT
—— OH ——	OVERHEAD SERVICE CONDUCTORS
————	EXPOSED CONDUIT
2 / E-0	DETAIL CALL-OUT; DETAIL No. AND ASSOCIATED SHEET SHOWN



UG CONDUIT TRENCH DETAIL 5



- (A) 2#12 AWG TO LIGHT FIXTURE
- (B) #12 GROUND WIRE TO FIXTURE
- (C) GROUNDING PAD WELDED TO POLE
- (D) EXOTHERMIC WELDING
- (E) STATION GROUND RING
- (F) #6 BARE COPPER GROUND
- (G) HANDHOLE AND COVER PLATE
- (H) LTG CIRCUIT CONDUCTOR
- (I) GALVANIZED STEEL CANOPY BOLT COVER
- (J) GROUT BETWEEN BOTTOM OF POLE BASE AND TOP OF CONCRETE BASE PAINT THE BASE YELLOW.
- (K) 1"x36"x4" ANCHOR BOLT PROVIDE LEVELING NUT (TYPICAL 4)
- (L) TO PANELBOARD

SITE LIGHT FIXTURE DETAIL 4

CPY Series - Version B

CPY250® LED Canopy/Soffit Luminaire

Rev. Date: V16 03/02/2020

Product Description

The CPY250® LED Canopy/Soffit Luminaire has an extremely thin profile constructed of rugged cast aluminum. It can be surface mounted easily from below the canopy deck and can be pendant mounted. Direct imaging of the LEDs is eliminated with a highly efficient patterned flat or 0.91° (23mm) drop-glass lens.
Applications: Petroleum canopies, CNG fueling stations, soffits

Performance Summary

Assembled in the U.S.A. of U.S. and imported parts

Initial Delivered Lumens: Up to 20,080

Efficacy: Up to 151 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

Limited Warranty*: 10 years on luminaire/10 years on Colorfast DeltaGuard® finish

IP66 Rated (Direct Mount only)

Class I, Division 2 Hazardous Location for select models

*See http://creelighting.com/warranty for warranty terms

Accessories

Field-Installed

Direct Mount Luminaires
Canopy Upgrade Kits (18 ga. steel, except where noted)
CPY-APSKit* - for use with Cree Lighting CAN-304 luminaires, 16 ga. 5052 aluminum
XA-RXECMW – for use with Jet-Philips, 21.60" (547mm) square, white
XA-RXECSW – for use with Elsco Merit, 20.06" (509mm) square, white
XA-RXECPW – for use with LSI Dakota or Masters, 22.50" (572mm) square, white
XA-RXECCBW – for use with Whitehouse Riviera or Rig-A-Lite, 20.60" (523mm) square, white
XA-RXECSBW – for use with Elsco Merit, 18.06" (459mm) square, white
XA-RXCCSW – for use with LSI Richmond or Whiteway Civic, 23.00" (584mm) L x 13.00" (330mm) W, white
Direct Mount Junction Box/Stem Kit
XA-RXCCJBW – 6.0" (152mm) H x 3/4" (19mm) NPT Stem
- Watertight
- Rated for feed through 8 (6 in, 6 out) #12 AWG conductors

Direct Mount Beauty Plates
XA-RXCCBPB – 26.13" (664mm) Beauty Plate Only (18 ga. steel), white
XA-RXCCBPB12W – 26.13" (665mm) Beauty Plate (18 ga. steel) w/12" (305mm) Backer Plate (14 ga. steel), white
- For use in canopies where opening is larger than what is required for mounting the CPY250 luminaire. Maximum deck opening 10.75" x 15" (183mm x 375mm)

XA-RXCCBPB16W – 26.13" (665mm) Beauty Plate (18 ga. steel) w/16" (406mm) Backer Plate (16 ga. steel), white
- For use in canopies where deck opening is larger than what is required for mounting the CPY250 luminaire. Maximum deck opening 12" x 15" (305mm x 375mm)

Pendant Mount Luminaires
Pendant Mount Kits
XA-PS12W7T* – 5" (127mm) pendant
XA-PS19W7T* – 11" (279mm) pendant
XA-PS22W7T* – 15" (381mm) pendant
- Includes two conduit fittings and 3/4-14 NPT pipe threaded on two ends

Hand-Held Remote
XA-SENSREM
- For successful implementation of the programmable multi-level option, a minimum of one hand-held remote is required

* Must specify color: BK (Black), BZ (Bronze), SV (Silver) or WH (White)

Ordering Information

Example: CPY250-B-DM-D-A-UL-SV

CPY250	B							
Product	Version	Mounting	Optic	Lumen Package/ Input Power Designator	Voltage	Color Options	CCT	Options
CPY250	B	DM Direct HC Hook & Cord PD Pendant	D 0.91" (23mm) Drop Lens F Flat Lens	A 40W 13L 119W B 92W C 219W E 143W F 85W	UL Universal 120-277V UNV* Universal 120-277V - Available with B, E & F input power designators only
- Must specify either 34 or 48 voltage with 13L, A and C

34* 347V
- Available with 13L lumen package and A & C input power designators only

48* 480V
- Available with 13L lumen package and A & C input power designators only | BK Black
BZ Bronze
SV Silver
WH White | 30K 3000K
40K 4000K
57K 5700K | DIM 0-10V Dimming
- Control by others
- Refer to Dimming spec sheet for details
- Can exceed wattage of specified lumen package/ Input Power Designator

HZ* Class I, Div. 2 Hazardous Location Certification
- Available with DM and PD mounts only
- A & C input power designators are available for DM and PD mounts except PD mount with 34 & 48 voltages in Canada
- Not available with K or PML options

K NSF 2 Certification
- Luminaires include NSF certification mark
- Available with the DM mount only
- Not available with the H2 or PML options

PML Programmable Multi-Level
- Available with UL voltage only
- Refer to PML spec sheet for details |

* 13L, lumen package and A & C input power designators utilize a magnetic step-down transformer. For input power for 347 and 480V, refer to the Electrical Data table

US: creelighting.com T (800) 236-6800
Canada: creelighting-canada.com T (800) 473-1234

CREE LIGHTING

FIXTURE "C" 3

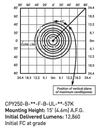
CPY250® LED Canopy/Soffit Luminaire - Version B

Photometry

All published luminaire photometric testing performed to IES LM-79-08 standards.
To obtain an IES file specific to your project consult: http://creelighting.com/products/outdoor/canopy-and-soffit/cpy-series

FLAT LENS

CE051, Test Report #: PL08165-001C
CPY250-B-**-F-B-UL-**-57K
Initial Delivered Lumens: 13,040



CPY250-B-**-F-B-UL-**-57K
Mounting Height: 15' (4.6m) A.F.G.
Initial Delivered Lumens: 12,860
Initial FC at grade

Flat Lens Distribution

Lumen Package/ Input Power Designator	3000K Initial Delivered Lumens*	3000K BUG Ratings** Per TM-15-11	4000K Initial Delivered Lumens*	4000K BUG Ratings** Per TM-15-11	5700K Initial Delivered Lumens*	5700K BUG Ratings** Per TM-15-11
A	7,250	B3 U0 G1	7,600	B3 U0 G1	7,720	B3 U0 G1
13L	11,900	B3 U0 G1	12,800	B3 U0 G1	12,825	B3 U0 G1
B	11,850	B3 U0 G1	12,380	B3 U0 G1	12,860	B3 U0 G1
C	4,210	B2 U0 G1	4,420	B2 U0 G1	4,520	B2 U0 G1
E	19,100	B4 U0 G1	19,600	B4 U0 G1	20,080	B4 U0 G1
F	11,850	B3 U0 G1	12,380	B3 U0 G1	12,860	B3 U0 G1

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: https://www.ies.org/wp-content/uploads/2017/03/TM-15-11BUGRatingAddendum.pdf

CPY250® LED Canopy/Soffit Luminaire - Version B

Product Specifications

CONSTRUCTION & MATERIALS
- Slim, low profile design
- Easy mounting and servicing from below the deck
- Luminaire housing is constructed of rugged cast aluminum with integral heat sink specifically designed for LED
- Flat lens is 0.125" tempered Solite® glass
- Drop lens is 0.157" molded borosilicate glass
- Direct mount is suitable for use in single or double skin canopies with a minimum 4.0" (102mm) wide panels and a minimum 22 gauge, 0.030" (0.7mm) canopy thickness
- Direct mount luminaire mounts directly to the canopy deck with the drilling of a single 2" to 4" (51mm to 102mm) round hole, is secured in place with self-sealing screws that provide a weathertight seal and includes 3/4" (19mm) conduit entry for direct wire feed
- Hook and cord mount includes a 3' (0.91m) cord out of the luminaire and is intended to hang from the single hook
- Standard pendant mount includes a mounting bracket and a J-Box for customer wiring and is intended to be mounted by 3/4 IP pendant (by others)
- Hazardous location pendant mount has a threaded hub which accepts 3/4" NPT conduit (by others) and secures with a 1/4"-20 set screw

Electrical Data*

Lumen Package/ Input Power Designator	System Watts 120-277V	System Watts 347-480V, 347/480V	Total Current [A] 120V	208V	240V	277V	347V	480V
A	60	68	0.51	0.29	0.25	0.22	0.20	0.14
13L	91	102	0.79	0.45	0.39	0.34	0.30	0.21
B	96	96	0.82	0.47	0.40	0.35	0.28	0.20
C	31	33	0.26	0.15	0.13	0.11	0.10	0.07
E	145	145	1.22	0.70	0.61	0.53	0.42	0.30
F	85	85	0.72	0.41	0.36	0.31	0.24	0.18

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-277V or 347-480V +/- 10%

US: creelighting.com T (800) 236-6800
Canada: creelighting-canada.com T (800) 473-1234

CREE LIGHTING

FIXTURE "B" 2

D-Series Size 1

LED Area Luminaire

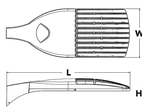
d-series

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

EPA: 1.01 ft² (0.09 m²)
Length: 33" (83.8 cm)
Width: 13" (33.0 cm)
Height H1: 7-1/2" (19.0 cm)
Height H2: 3-1/2"
Weight (max): 27 lbs (12.2 kg)



Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 750W metal halide in pedestrian and area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

A+ Capable-options indicated by this color background.

Ordering Information

EXAMPLE: DSX1 LED P7 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX1 LED

Series	LEDs	Color temperature	Distribution	Voltage	Mounting
DSX1 LED	**Forward optics** P1 P4 P7 P2 P5 P8 P3 P6 P9 **Rotated optics** P10[1] P12[1] P11[1] P13[1]	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short [2] T5S Type V short [2] T5M Type V medium [2] T5W Type V wide [2] BLC Backlight control [3] LCCO Left corner cutoff [3] RCCO Right corner cutoff [3]	MVOLT [4] 120 [5] 208 [5] 240 [5] 277 [5] 347 [6,4] 480 [6,4]	**Shipped included** SPA Square pole mounting RPA Round pole mounting WBA Wall bracket [7] SPUMBA Square pole universal mounting adaptor [8] RPUMBA Round pole universal mounting adaptor [8] **Shipped separately** KMAB DDBXD U Mast arm mounting bracket adaptor (specify finish) [7]

Control options	Other options	Finish (required)
Shipped installed NLTAIR2 nLight AIR generation 2 enabled [9] PIRHN Network, high/low motion/ambient sensor [10] PER NEMA twist-lock receptacle only (controls ordered separate) [11] PER5 Five-pin receptacle only (controls ordered separate) [12] PER7 Seven-pin receptacle only (controls ordered separate) [12] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) [13] DS Dual switching [5,14,15]	PIR High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc [9,17] PIRH High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc [9,17] PIR1FCSV High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [9,17] PIRH1FCSV Bi-level, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [9,17] FAO Field adjustable output [9]	**Shipped installed** HS House-side shield [16] SF Single fuse (120, 277, 347V) [5] DF Double fuse (208, 240 or 480V) [5,17] L90 Left rotated optics [1] R90 Right rotated optics [1] **Shipped separately** BS Bird spikes [18] EGS External glare shield	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

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Performance Data

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambient		Lumen Multiplier
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	50°F	1.02
20°C	68°F	1.01
25°C	**77°F**	**1.00**
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.96
50,000	0.92
100,000	0.85

Motion Sensor Default Settings

Option	Dimmed State	High Level (when triggered)	Photocell Operation	Dwell Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FCSV or PIRH1FCSV	7V (70%) Output	10V (100%) Output	Enabled @ 1FC	5 min	3 sec	5 min

*For use when motion sensor is used as dusk to dawn control.

Electrical Load

	Performance Package	LED Count	Drive Current	Voltage	Current (A) 120	208	240	277	347	480
Forward Optics (Non-Rotated)	P1	30	530	54	0.45	0.26	0.23	0.19	0.10	0.12
	P2	30	700	70	0.59	0.34	0.30	0.25	0.20	0.16
	P3	30	1050	102	0.86	0.50	0.44	0.38	0.30	0.22
	P4	30	1250	125	1.06	0.60	0.52	0.46	0.37	0.27
	P5	30	1400	138	1.16	0.67	0.58	0.51	0.40	0.29
	P6	40	1250	163	1.36	0.78	0.68	0.59	0.47	0.34
	P7	40	1400	183	1.53	0.88	0.76	0.66	0.53	0.38
	P8	60	1050	207	1.74	0.98	0.87	0.76	0.64	0.49
	P9	60	1250	241	2.01	1.16	1.01	0.89	0.70	0.51
Rotated Optics (Requires L90 or R90)	P10	60	530	106	0.90	0.52	0.47	0.43	0.33	0.27
	P11	60	700	137	1.15	0.67	0.60	0.53	0.42	0.32
	P12	60	1050	207	1.74	0.99	0.87	0.76	0.60	0.46
	P13	60	1250	231	1.93	1.12	0.97	0.86	0.67	0.49

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FIXTURES "A1", "A2" AND "A3" 1

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts Contact factory for performance data on any configurations not shown here.

Forward Optics

LED Count	Drive Current	Power Package	System Watts	Dist. Type	25K (1000K / 76 CRI) Lumens	B	U	G	LPW	40K (4000K K / 70 CRI) Lumens	B	U	G	LPW	50K (5000 K / 70 CRI) Lumens	B	U	G	LPW
30	530	"A1" "A3" P1	54W	T1S	6,457	2	0	2	120	6,956	2	0	2	129	7,044	2	0	2	130
				T2S	6,406	2	0	2	119	6,949	2	0	2	129	7,037	2	0	2	130
				T2M	6,483	1	0	2	120	6,986	2	0	2	129	7,073	2	0	2	131
				T3S	6,479	2	0	2	119	6,964	2	0	2	129	6,850	2	0	2	127
				T3M	6,468	1	0	2	120	6,967	1	0	2	129	7,056	1	0	2	131
				T4M	6,327	1	0	2	117	6,816	1	0	2	126	6,902	1	0	2	128
				TFTM	6,464	1	0	2	120	6,963	1	0	2	129	7,051	1	0	2	131
				T5VS	6,722	2	0	2	124	7,242	3	0	2	134	7,334	3	0	2	136
				T5S	6,728	2	0	1	125	7,248	2	0	1	134	7,340	2	0	1	136
				T5M	6,733	3	0	1	124	7,229	3	0	1	134	7,321	3	0	2	136
				T5W	6,667	3	0	2	123	7,182	3	0	2	133	7,273	3	0	2	135
				BLC	5,599	1	0	1	98	5,709	1	0	2	106	5,781	1	0	2	107
				LCCO	3,943	1	0	2	73	4,248	1	0	2	79	4,302	1	0	2	80
				RCCO	3,943	1	0	2	73	4,248	1	0	2	79	4,302	1	0	2	80

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D-Series Size 1

LED Wall Luminaire

d-series

Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

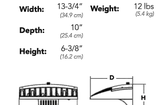
Specifications

Luminaire

Width: 13-3/4" (34.9 cm)
Weight: 12 lbs (5.4 kg)
Depth: 10" (25.4 cm)
Height: 6-3/8" (16.2 cm)

Back Box (BBW, ELCW)

Width: 13-3/4" (34.9 cm)
BBW Weight: 5 lbs (2.3 kg)
Depth: 4" (10.2 cm)
ELCW Weight: 10 lbs (4.5 kg)
Height: 6-3/8" (16.2 cm)



Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building-mount applications. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

DSXW1 LED

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10C 10 LEDs (one engine) 20C 20 LEDs (two engines) [1]	350 350 mA 530 530 mA 700 700 mA 1000 1000 mA (1 A) [1]	30K 3000 K 40K 4000 K 50K 5000 K AMBPC Amber phosphor converted	T2S Type II Short T2M Type II Medium T3S Type III Short T3M Type III Medium T4M Type IV Medium TFTM Forward Throw Medium	MVOLT [2] 120 [3] 208 [3] 240 [3] 277 [3] 347 [4,3] 480 [4,3]	**Shipped included** (blank) Surface mounting bracket BBW Surface-mounted back box (for conduit entry) [5]	**Shipped included** PE Photoelectric cell, button type [6] DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately) PIR 180° motion/ambient light sensor, <15' mtg ht [7,8] PIRH 180° motion/ambient light sensor, 15-30' mtg ht [7,8] PIR1FCSV Motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc [7,8] PIRH1FCSV Motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc [7,8] ELCW Emergency battery backup (includes external component enclosure), CA Title 20 Noncompliant [9]

Other Options	Finish (required)
Shipped installed SF Single fuse (120, 277 or 347V) [3,10] DF Double fuse (208, 240 or 480V) [3,10] HS House-side shield [11] SPD Separate surge protection [12]	**Shipped separately** [13] BSW Bird-deterrent spikes VG Vandal guard DDL Diffused drop lens	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone

Accessories
Ordered and shipped separately.
DSXWHS U House-side shield (one per light engine)
DSXWBSW U Bird-deterrent spikes
DSXWVHG U Vandal guard accessory

NOTES
1 20C 1000 is not available with PIR, PIRH, PIR1FCSV or PIRH1FCSV.
2 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
3 Single fuse (SF) requires 120, 277 or 347 voltage option. Double fuse (DF) requires 208, 240 or 480 voltage option.
4 Only available with 20C, 700mA or 1000mA. Not available with PIR or PIRH.
5 Back box ships installed on fixture. Cannot be field installed. Cannot be ordered as an accessory.
6 Photocontrol (PE) requires 120, 208, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PIR or PIRH).
7 Reference Motion Sensor table on page 3.
8 Cold weather (-20C) rated. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with fusing. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode IES files located on product page at www.lithonia.com.
9 Not available with SPD.
10 Not available with ELCW.
11 Also available as a separate accessory; see Accessories information.
12 Not available with ELCW.

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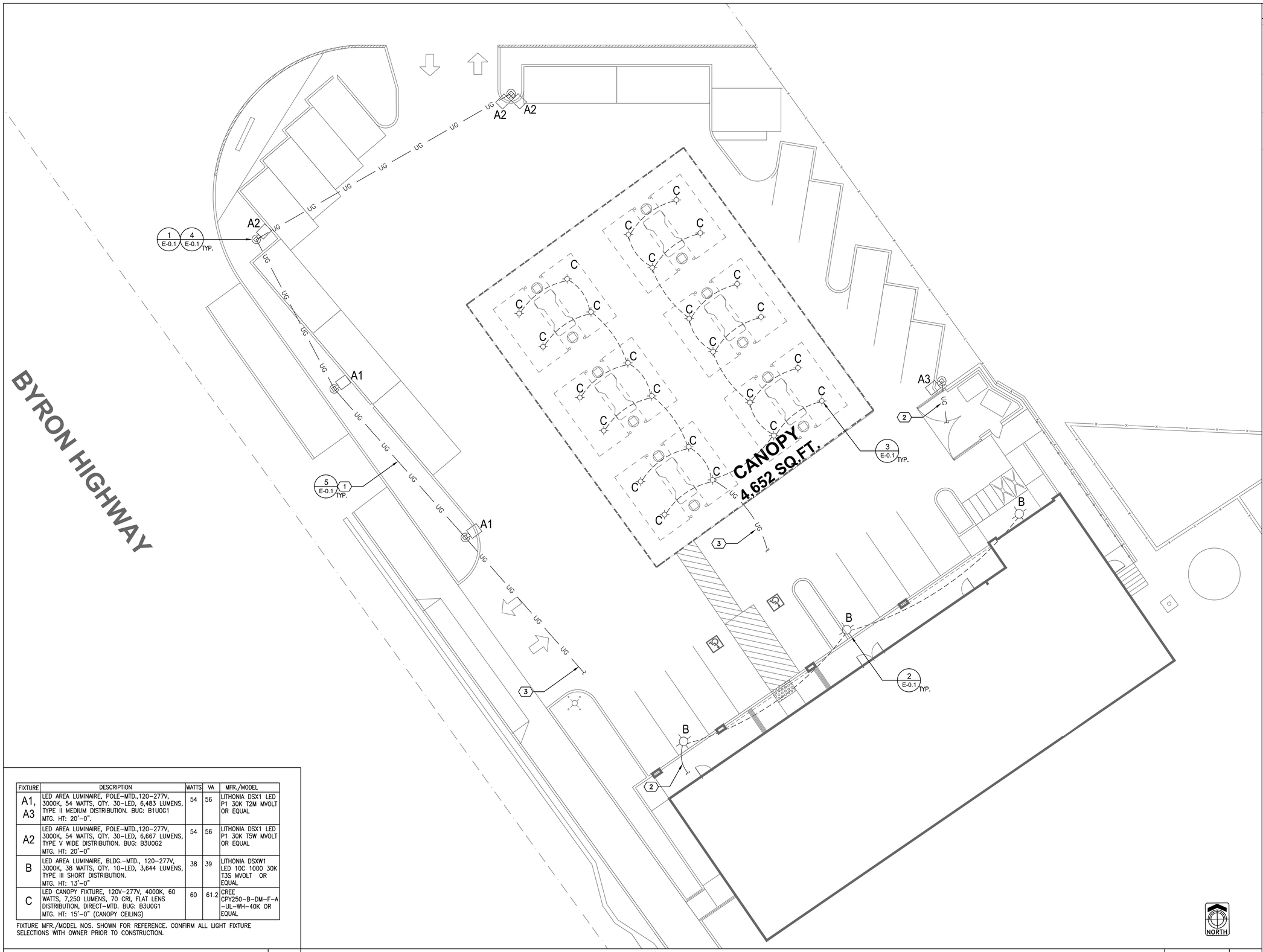
Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

LEDs	Drive Current (mA)	Power Watts	Dist. Type	30K (3000K, 80CRI) Lumens	B	U	G	LPW	40K (4000K, 80CRI) Lumens	B	U	G	LPW	50K (5000K, 80CRI) Lumens	B	U	G	LPW	50K Under Parapet Condition Lumens	B	U	G	LPW
10C (10 LEDs)	350mA	13W	T2S	1,413	0	0	1	109	1,520	0	0	1	117	1,530	0	0	1	118	894	0	0	1	69
			T2M	1,349	0	0	1	104	1,448	0	0	1	111	1,458	0	0	1	112	852	0	0	1	66
			T3S	1,399	0	0	1	108	1,503	0	0	1	116	1,512	0	0	1	116	884	0	0	1	68
			T3M	1,385	0	0	1	107	1,488	0	0	1	114	1,497	0	0	1	115	876	0	0	1	67
			T4M	1,357	0	0	1	104	1,458	0	0	1	112	1,467	0	0	1	113	858	0	0	1	66
			TFTM	1,411	0	0	1	109	1,515	0	0	1	117	1,525	0	0	1	117	892	0	0	1	69
			ASYSY	1,262	1	0	1	97	1,354	1	0	1	104	1,362	1	0	1	105	797	0	0	1	61
	530 mA	19W	T2S	2,053	1	0	1	108	2,205	1	0	1	116	2,220	1	0	1	117	1,264	0	0	1	67
			T2M	1,957	1	0	1	103	2,102	1	0	1	111	2,115	1	0	1	111	1,205	0	0	1	63
			T3S	2,031	1	0	1	107	2,181	1	0	1	115	2,194	1	0	1	116	1,250	0	0	1	66
			T3M	2,010	1	0	1	106	2,159	1	0	1	114	2,172	1	0	1	114	1,237	0	0	1	65
			T4M	1,970	1	0	1	104	2,115	1	0	1	112	2,128	1	0	1	112	1,212	0	0	1	64
			TFTM	2,047	0	0	1	108	2,198	1	0	1	116	2,212	1	0	1	116	1,260	0	0	1	66
			ASYSY	1,831	1	0	1	97	1,966	1	0	1	103	1,978	1	0	1	104	1,127	0	0	1	59
	700 mA	26W	T2S	2,623	1	0	1	101	2,816	1	0	1	108	2,834	1	0	1	109	1,544	0	0	1	59
			T2M	2,499	1	0	1	96	2,684	1	0	1	103	2,701	1	0	1	104	1,472	0	0	1	57
			T3S	2,593	1	0	1	100	2,784	1	0	1	107	2,802	1	0	1	108	1,527	0	0	1	59
			T3M	2,567	1	0	1	99	2,757	1	0	1	106	2,774	1	0	1	107	1,512	0	0	1	58
			T4M	2,515	1	0	1	97	2,700	1	0	1	104	2,717	1	0	1	105	1,481	0	0	1	57
			TFTM	2,614	1	0	1	101	2,808	1	0	1	108	2,825	1	0	1	109	1,539	0	0	1	59
			ASYSY	2,337	1	0	1	90	2,510	1	0	1	97	2,525	1	0	1	97	1,376	1	0	1	53
	1000 mA	39W	T2S	3,685	1	0	1	94	3,957	1	0	1	101	3,982	1	0	1	102	2,235	1	0	1	57
			T2M	3,512	1	0	1	90	3,771	1	0	1	97	3,794	1	0	1	97	2,130	1	0



KEYNOTES

1. CONDUIT ROUTINGS SHOWN ARE DIAGRAMMATIC. INSTALLER'S DISCRETION ON FIELD-ROUTING OF SIGHT LIGHTING RACEWAYS BASED ON FIELD CONDITONS AND IN COORDINATION WITH OTHER UTILITIES.
2. 3/4" SCH 40 PVC. W/ 2#12 & 1#12 GND TO BLDG. ELECTRICAL PANEL VIA LIGHTING CONTROL PANEL (PANELS BY OTHERS UNDER SEPARATE PROJECT).
3. 1" SCH 40 PVC. W/ 2#8 & 1#12 GND TO BLDG. ELECTRICAL PANEL VIA LIGHTING CONTROL PANEL (PANELS BY OTHERS UNDER SEPARATE PROJECT.
4. ALL AREA LIGHTING SHOWN SHALL BE CONTROLLED PER THE REQUIREMENTS OF TITLE 24, PART 6, CALIFORNIA ENERGY CODE SECTION 130.2

FIXTURE	DESCRIPTION	WATTS	VA	MFR./MODEL
A1, A3	LED AREA LUMINAIRE, POLE-MTD.,120-277V, 3000K, 54 WATTS, QTY. 30-LED, 6,483 LUMENS, TYPE II MEDIUM DISTRIBUTION. BUG: B1U0G1 MTG. HT: 20'-0".	54	56	LITHONIA DSX1 LED P1 30K T2M MVOLT OR EQUAL
A2	LED AREA LUMINAIRE, POLE-MTD.,120-277V, 3000K, 54 WATTS, QTY. 30-LED, 6,667 LUMENS, TYPE V WIDE DISTRIBUTION. BUG: B3U0G2 MTG. HT: 20'-0"	54	56	LITHONIA DSX1 LED P1 30K T5W MVOLT OR EQUAL
B	LED AREA LUMINAIRE, BLDG.-MTD., 120-277V, 3000K, 38 WATTS, QTY. 10-LED, 3,644 LUMENS, TYPE III SHORT DISTRIBUTION. MTG. HT: 13'-0"	38	39	LITHONIA DSXW1 LED 10C 1000 30K T3S MVOLT OR EQUAL
C	LED CANOPY FIXTURE, 120V-277V, 4000K, 60 WATTS, 7,250 LUMENS, 70 CRI, FLAT LENS DISTRIBUTION, DIRECT-MTD. BUG: B3U0G1 MTG. HT: 15'-0" (CANOPY CEILING)	60	61.2	CREE CPY250-B-DM-F-A-UL-WH-40K OR EQUAL

FIXTURE MFR./MODEL NOS. SHOWN FOR REFERENCE. CONFIRM ALL LIGHT FIXTURE SELECTIONS WITH OWNER PRIOR TO CONSTRUCTION.

LIGHT FIXTURE SCHEDULE | 2

SITE LIGHTING PLAN | 1" = 1'-0" | 1

REVISIONS:

	REVISION ISSUE	DATED
1		

Continental Development Consultants, Inc.
Las Vegas, NV | Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE: SITE LIGHTING PLAN

PROJECT: C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
Thomas Andrew Bishop
No. 21664
Exp. 01, 31, 2020
ELECTRICAL
STATE OF CALIFORNIA

DATE: 08/31/2020
JOB : JSS-BR-01
DWG BY:TB
CHK BY: SS

E-1.0

SITE PHOTOMETRIC SUMMARY					
AREA	AVE.	MAX.	MIN.	MAX:MIN	AVE:MIN
CANOPY (SITE OFF)	26.2	39.1	11.5	3.4:1	2.3:1
SITE (CANOPY OFF)	4.0	11.1	0.7	16:1	5.7:1
SITE (ALL ON)	10.8	39	1.6	24.4:1	6.8:1

SITE LIGHTING PHOTOMETRIC PLAN | 1" = 1'-0" | 1

REVISIONS:

	REVISION	ISSUE	DATED
1			

Continental Development Consultants, Inc.
Las Vegas, NV Woodland, CA
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE
SITE LIGHTING PHOTOMETRIC PLAN

PROJECT
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
Thomas Andrew Bowers
21866
Dec. 31, 2020
ELECTRICAL
STATE OF CALIFORNIA

DATE: 08/31/2020
JOB : JSS-BR-01
DWG BY:TB
CHK BY: SS

E-1.1

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.2, §140.7, and §141.0(b)2L for outdoor lighting scopes using the prescriptive path.		
Project Name: C-Store and Gas Station Expansion	Report Page:	Page 1 of 7
Project Address: 15031, 15045, and 15057 Byron Hwy, Byron CA	Date Prepared:	4/27/20

A. GENERAL INFORMATION

01	Project Location (city)	Byron	04	Total Illuminated Hardscape Area (ft²)	28,815.6
02	Climate Zone	12			
03	Outdoor Lighting Zone per Title 24, Part 1 §10-114 or as designated by Authority Having Jurisdiction (AHJ):				

☐ LZ-0: Very Low - Undeveloped Parkland ☐ LZ-2: Moderate - Rural Areas ☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval
☐ LZ-1: Low - Developed Parkland ☑ LZ-3: Moderately High - Urban Areas

B. PROJECT SCOPE

Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)2L for alterations.

My project consists of:

01	02		
☑ New Lighting System	Must Comply with Allowances from §140.7.		
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)?	◯ Yes	◯ No
03	04	05	
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method	

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100*

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)2L												Compliance Results	
01		02		03		04		05	OR	06	=	07	≥	08	09
General Hardscape Allowance §140.7(d)1	+	Per Application §140.7(d)2	+	Sales Frontage §140.7(d)2	+	Ornamental §140.7(d)2	+	Per Specific Area §140.7(d)2		Existing Power §141.0(b)2L		Total Allowed (Watts)		Total Actual (Watts)	07 Must be ≥ 08
(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)		(See Table N)				(See Table F)	
1,311.825	+		+		+		+	1,440	OR		=	2,751.825	≥	1,881	COMPLIES
Cutoff Compliance (See Table G for Details)														COMPLIES	
Controls Compliance (See Table H for Details)														COMPLIES	

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

Total Hardscape Area in Table A does not match the areas entered in Table I. Please review for compliance.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)2L (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1,2]	How Wattage is determined	Total number luminaires[2]	Luminaire Status[3]	Excluded per §140.7(a)	Design Watts	Cutoff Req. ≥ 6,200 initial lumen output §130.2(b)[4]	Field Inspector	
										Pass	Fail
A1	Pole-mounted AreaLED	☐ Linear	54	Mfr. Spec[1]	2	New	☐	108	Yes	☐	☐
A2	Pole-mounted AreaLED	☐ Linear	54	Mfr. Spec[1]	3	New	☐	162	Yes	☐	☐
A3	Pole-mounted AreaLED	☐ Linear	54	Mfr. Spec[1]	1	New	☐	54	Yes	☐	☐
B	Bldg.-mtd. Area LED	☐ Linear	39	Mfr. Spec[1]	3	New	☐	117	NA: <6,200 lumens	☐	☐
C	Canopy LED	☐ Linear	60	Mfr. Spec[1]	24	New	☐	1,440	Yes	☐	☐
							Total Designed Watts:	**1,881**			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c)*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope*
[4] *Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).*

G. CUTOFF REQUIREMENTS (BUG)

Table Instructions: Complete this table for fixtures of ≥ 6,200 initial luminaire lumens indicated on Table F as needing to comply with Cutoff Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03	04	05	06	07	08	09	10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[1]			Uplight Rating[1]			Glare Rating[1]			Field Inspector	
		Mounting Height from Property Line[1]	Max Allowable Backlight Rating[4]	Backlight Rating Per Design	Lighting Type	Max Allowable Backlight Rating[4]	Uplight Rating Per Design	Mounting Height from Property Line[1]	Max Allowable Glare Rating[4]	Glare Rating Per Design	Pass	Fail
A1	Pole-mounted	Back hemisphere 1-2 MH from prop line	B4	B1	Area Lighting	U0	U0	> 2 MH from property line	G3	G1	☐	☐
A2	Pole-mounted	Back hemisphere 1-2 MH from prop line	B4	B3	Area Lighting	U0	U0	> 2 MH from property line	G3	G2	☐	☐
C	Canopy LED	> 2 MH from property line	No Limit	B3	Area Lighting	U0	U0	> 2 MH from property line	G3	G1	☐	☐
A3	Pole-mounted	Back hemisphere < 0.5 MH from prop line	B1	B1	Area Lighting	U0	U0	> 2 MH from property line	G3	G1	☐	☐

[1] *FOOTNOTES: Mounting Height is labeled MH in this table*
[2] *Authority having jurisdiction may ask for luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per §130.2(b).*
[3] *BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. If Max Allowable is Bug Rating is B4, then B0, B1, B2, B3 and B4 are all compliant.*

H. OUTDOOR LIGHTING CONTROLS

Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
*When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt* from the dropdown list to indicate not applicable or an exemption.*

Mandatory Controls

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail
Building wall-packs	Photocontrol	Yes	NA: Wall ≤ 24ft	☐	☐
Area lighting	Photocontrol	Yes	Yes	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c).

I. LIGHTING POWER ALLOWANCE (per §140.7)

Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lost it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

01					
	"Use it or lose it" Allowances (select all that apply)				
☑ General Hardscape Allowance	☐ Per Application	☐ Sales Frontage	☐ Ornamental	☑ Per Specific Area	
Table I (below)	Table J	Table K	Table L	Table M	

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 2 & 3)

02	03	04	05	06	07	08	09	10
Area Description	Surface Type	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
		Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
All parking area	Asphalt	24,163	0.025	604.075	1,431	0.25	357.75	961.825
Initial Wattage Allowance for Entire Site (Watts):								**350**
Total General Hardscape Allowance (Watts):								**1,311.825**

J. LIGHTING ALLOWANCE: PER APPLICATION

This Section Does Not Apply

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This Section Does Not Apply

L. LIGHTING ALLOWANCE: ORNAMENTAL

This Section Does Not Apply

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

Table Instructions: Please complete this table for areas using the wattage allowance per specific area type from Table 140.7-B. More than one specific area allowance may be taken in a single project, if applicable. However, multiple specific area allowances may not be taken for the exact same area on the site.

01	02	03	04	05	06	07	08	09	10
Area Description	Specific Area Type per Table 140.7-B	CALCULATED ALLOWANCE (Watts)			DESIGN WATTS				Additional Allowance (Watts)
		Specific Area (ft²)[1]	Allowed Density (W/ft²)	Extra Allowance (Watts)	Luminaire Name or Item Tag	Watts per Luminaire[2]	# of Luminaires[2]	Design Watts	
Gas Pump Area Canopy	Service Station Canopy	4,652.6	0.58	2,698.508	C	60	24	1,440	
							Total Design Watts for this Area:	1,440	1,440
							Total Allowance (Watts) All Areas:		**1,440**

[1] *FOOTNOTES: See Table 140.7-B for the rules for calculating the specific areas (ft²) for these additional lighting allowances.*
[2] *For luminaires indicated in Table F as linear, wattage in column 07 is W/lf instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 08 instead of number of luminaires.*

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This Section Does Not Apply

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCI-LTO-01-E - Must be submitted for all buildings.	☐	☐
◉	◯	NRCI-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires.	☐	☐

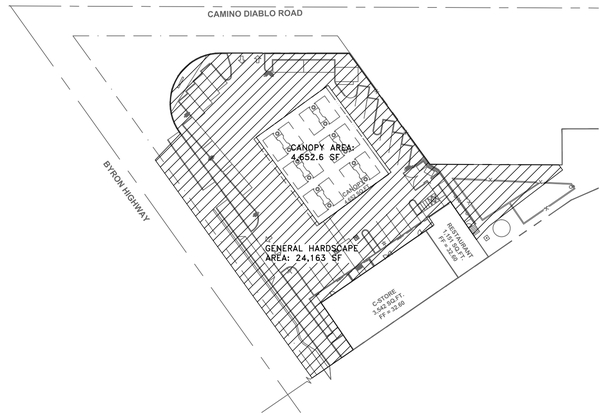
DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name:	Thomas A. Byerly, P.E.	Documentation Author Signature:	
Company:		Signature Date:	4/27/2020
Address:	9467 Havenview Way	CEA/ HERS Certification Identification (If applicable):	
City/State/Zip:	Elk Grove CA 95624	Phone:	(916) 206-1566

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Thomas A. Byerly, P.E.	Responsible Designer Signature:	
Company :		Date Signed:	4/27/2020
Address:	9467 Havenview Way	License:	E14644
City/State/Zip:	Elk Grove CA 95624	Phone:	(916) 206-1566



GENERAL HARDSCAPE AREA | 1" = 50'-0" | 2

T24 OUTDOOR LIGHTING FORMS NRCC-LTO-E | 1

REVISIONS:
	REVISION ISSUE	DATED
1		

Continental Development Consultants, Inc.
Woodland, CA
Las Vegas, NV
Phone (702)347-6137, (530)405-3780 • FAX (702)664-6237
Email: Contact @ continentaldc.com
Civil Engineering•Land Planning and Zoning Entitlements •
Building Design and Improvements•Construction Consulting

TITLE
T24 OUTDOOR LIGHTING NRCC-LTO-E

PROJECT
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514

REGISTERED PROFESSIONAL ENGINEER
Thomas Andrew Byerly
E14644
Dec. 31, 2020
ELECTRICAL
STATE OF CALIFORNIA

DATE: 08/31/2020
JOB : JSS-BR-01
DWG BY:TB
CHK BY: SS

E-2.0

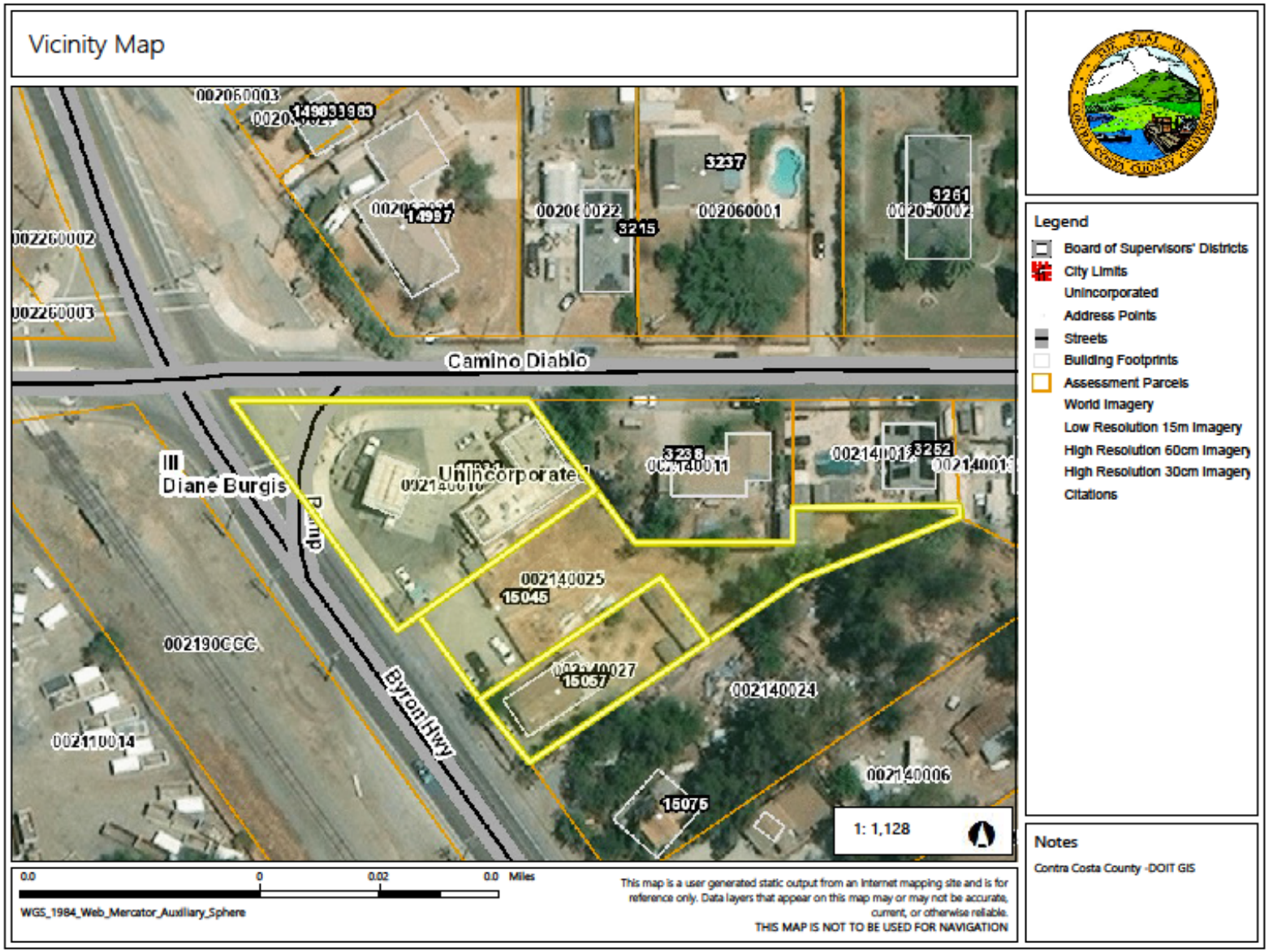
County File #'s CDGP10-00003, CDRZ13-03222 and CDLP/DP13-02025.

15031 Byron Highway, Byron

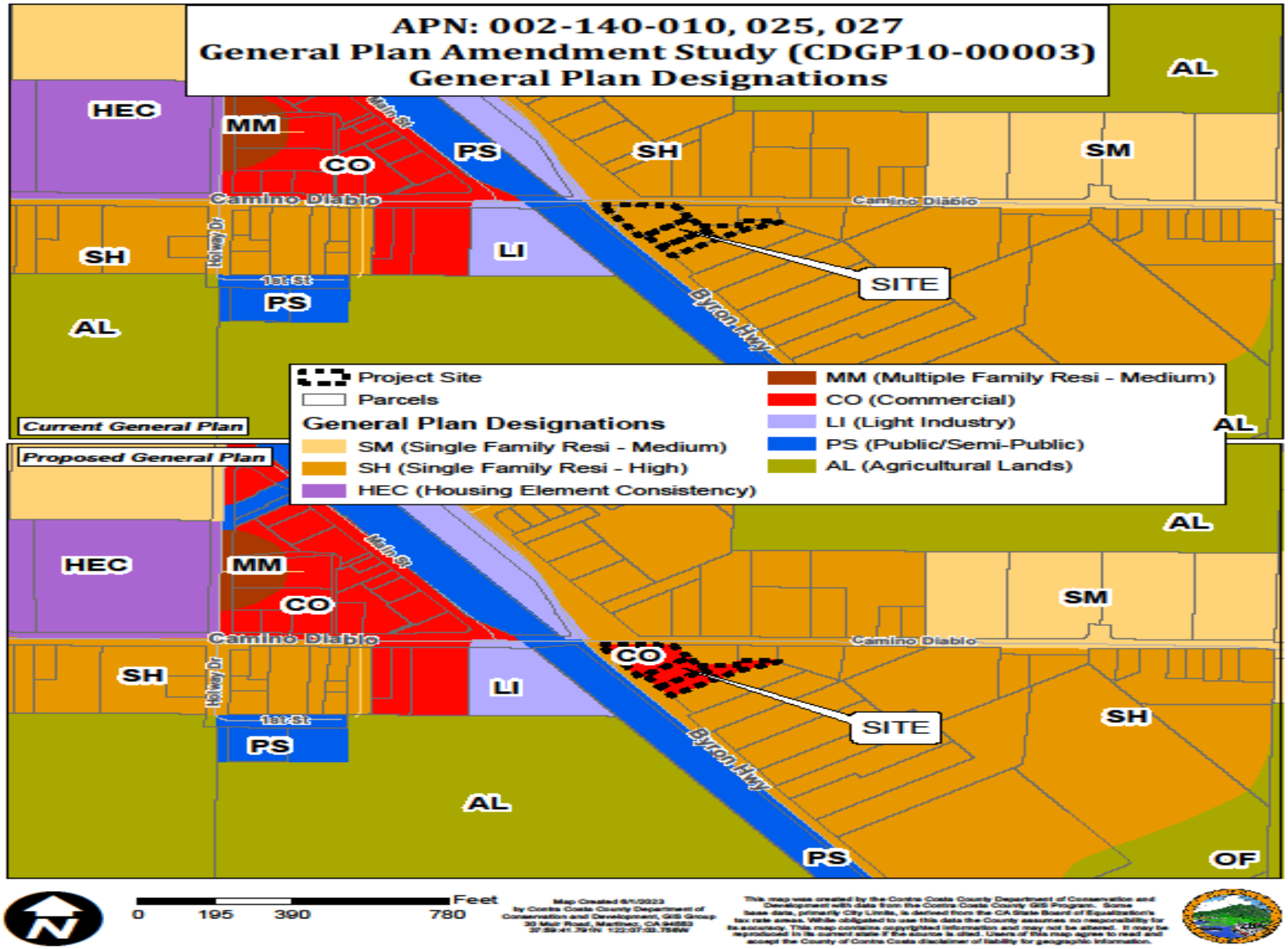
Byron Corners Gas Station Project, General Plan Amendment, Rezone and Land Use Application.

BOARD OF SUPERVISORS
JUNE 4, 2024

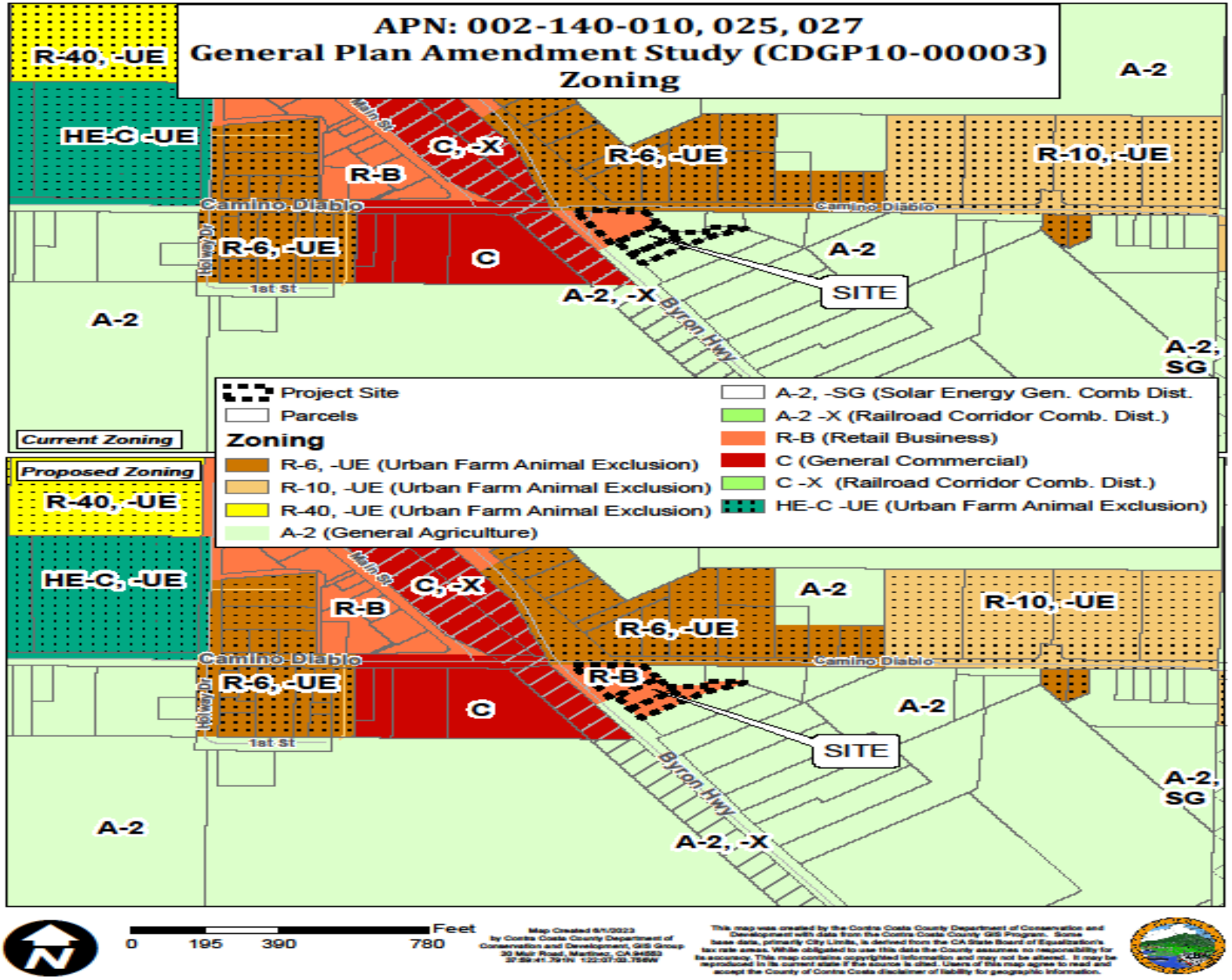
AERIAL VIEW


Vicinity Map
002060003
14997
3237
002060001
3261
002050002
3215
002260002
002260003
Camino Diablo
Diane Burgis
Unincorporated
3238
3252
002140025
15045
002190CCC
002140027
15057
002140024
002110014
002140006
15075
Byron Hwy
1: 1,128
Legend
Board of Supervisors' Districts
City Limits
Unincorporated
Address Points
Streets
Building Footprints
Assessment Parcels
World Imagery
Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
Notes
Contra Costa County -DOIT GIS
0.0 0 0.02 0.0 Miles
WGS_1984_Web_Mercator_Auxiliary_Sphere
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

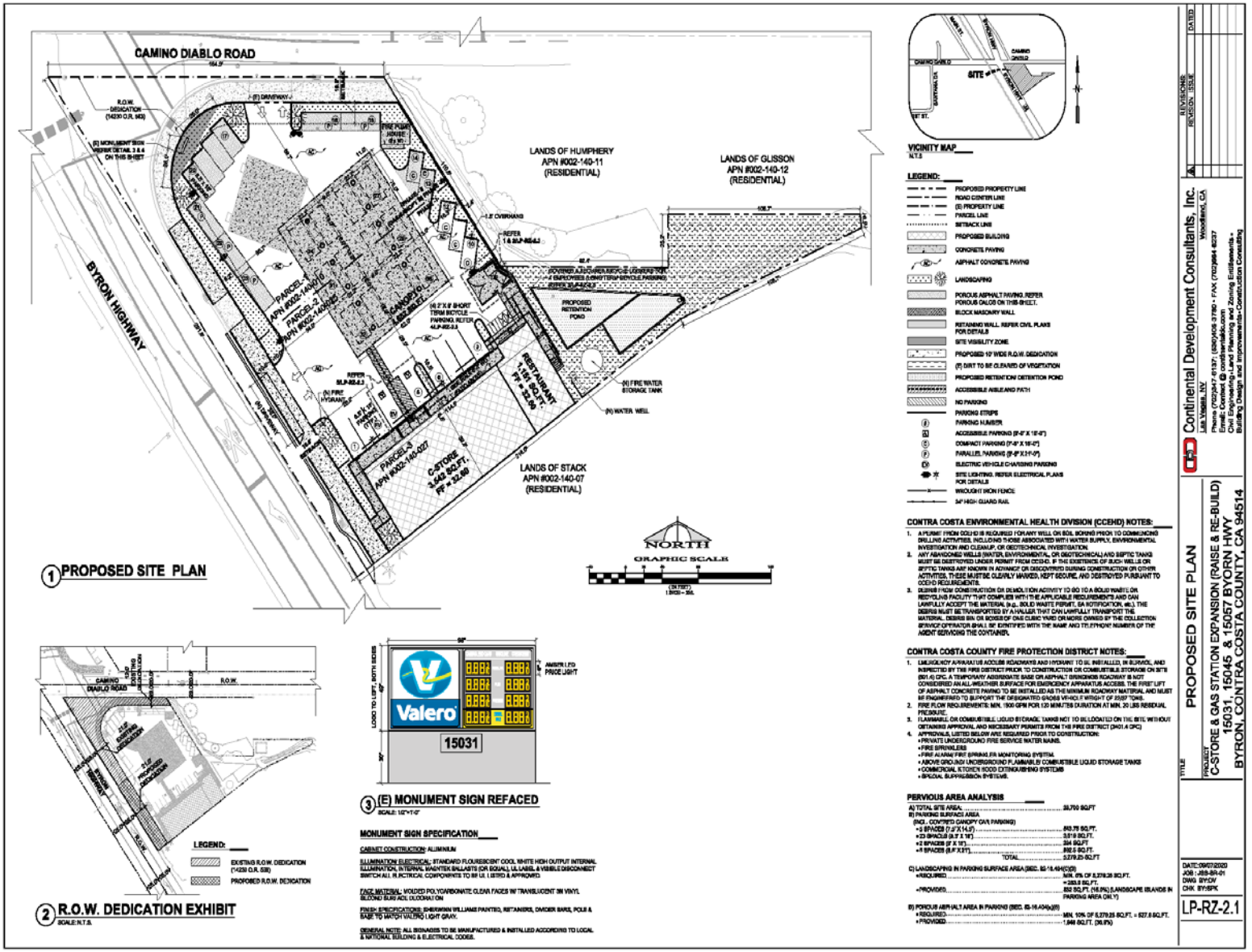
GENERAL PLAN AMENDMENT



REZONING


APN: 002-140-010, 025, 027
General Plan Amendment Study (CDGP10-00003)
Zoning
Current Zoning
Proposed Zoning
Project Site
Parcels
Zoning
R-6, -UE (Urban Farm Animal Exclusion)
R-10, -UE (Urban Farm Animal Exclusion)
R-40, -UE (Urban Farm Animal Exclusion)
A-2 (General Agriculture)
A-2, -SG (Solar Energy Gen. Comb Dist.
A-2 -X (Railroad Corridor Comb. Dist.)
R-B (Retail Business)
C (General Commercial)
C -X (Railroad Corridor Comb. Dist.)
HE-C -UE (Urban Farm Animal Exclusion)
R-40, -UE
HE-C, -UE
A-2
R-10, -UE
R-6, -UE
C, -X
R-B
C
SITE
Camino Diablo
Main St
Byron Hwy
1st St
A-2, -X
A-2, SG
Feet
0
195
390
780

SITE PLAN



① PROPOSED SITE PLAN

② R.O.W. DEDICATION EXHIBIT
SCALE: N.T.S.

③ (E) MONUMENT SIGN REFACED
SCALE: 1/2"=1'-0"

MONUMENT SIGN SPECIFICATION

CABINET CONSTRUCTION: ALUMINUM

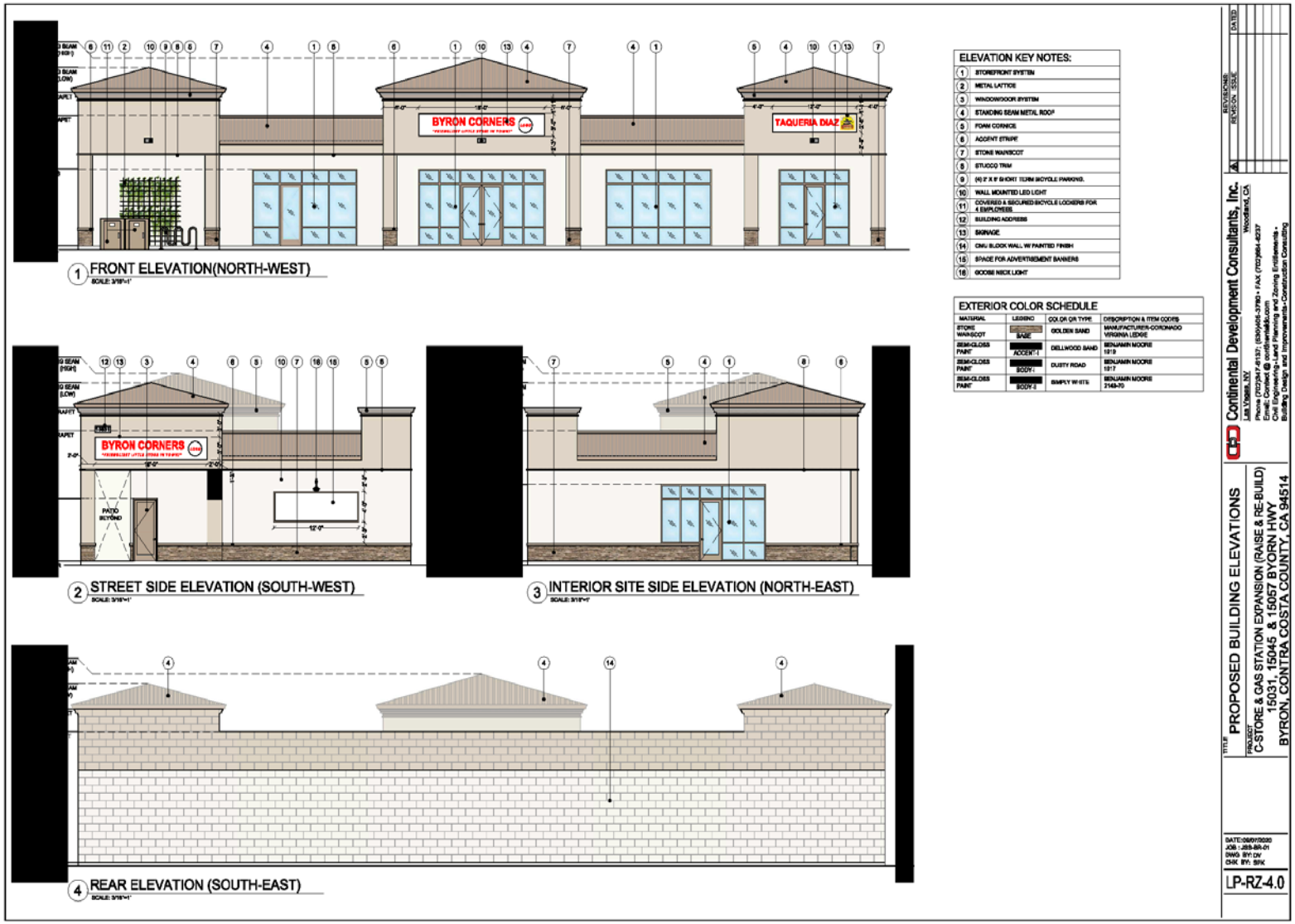
ILLUMINATION ELECTRICAL: STANDARD FLOURESCENT COOL WHITE HIGH OUTPUT INTERNAL ILLUMINATION, INTERNAL WASHTEK BALLASTS (OR EQUAL), UL LABEL & VISIBLE DISCONNECT SWITCH ALL ELECTRICAL COMPONENTS TO BE UL LISTED & APPROVED.

FACE MATERIAL: MOLDED POLYCARBONATE CLEAR FACES W/ TRANSLUCENT 3M VINYL BLOCKOUT BURGUNDY ACRYLIC COLOR#7328

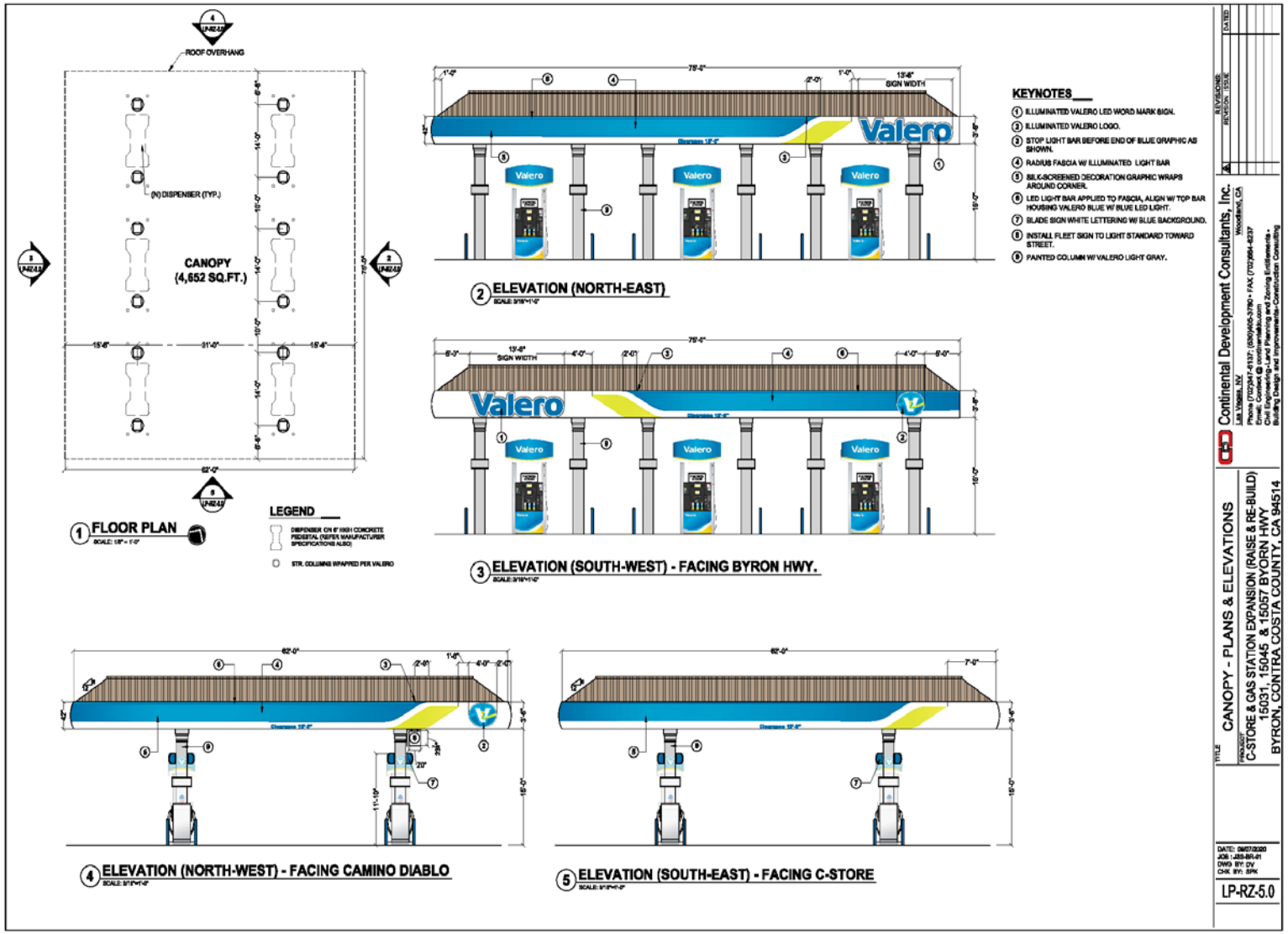
FINISH SPECIFICATIONS: SHERWIN WILLIAMS PAINTED, RETAINERS, DIVIDER BARS, POLE & BASE TO MATCH VISTRO LIGHT GRAY.

GENERAL NOTE: ALL SIGNAGES TO BE MANUFACTURED & INSTALLED ACCORDING TO LOCAL & NATIONAL BUILDING & ELECTRICAL CODES.

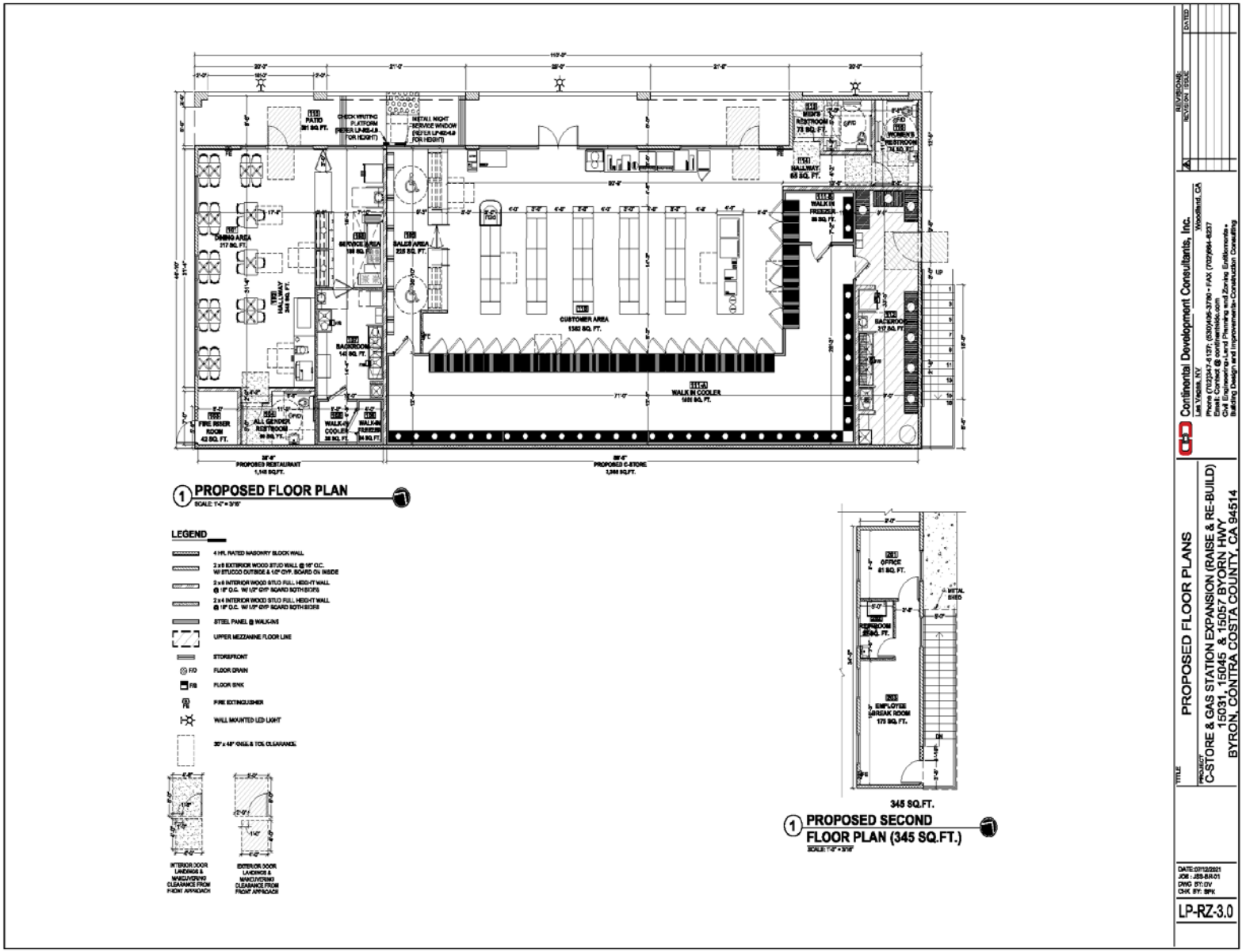
ELEVATION #1


BYRON CORNERS
TAQUERIA DIAZ
1 FRONT ELEVATION(NORTH-WEST)
BYRON CORNERS
2 STREET SIDE ELEVATION (SOUTH-WEST)
3 INTERIOR SITE SIDE ELEVATION (NORTH-EAST)
4 REAR ELEVATION (SOUTH-EAST)
ELEVATION KEY NOTES:
1 STOREFRONT SYSTEM
2 METAL LATTICE
3 WINDOW/DOOR SYSTEM
4 STANDING SEAM METAL ROOF
5 FOAM CORNICE
6 ACCENT STRIPE
7 STONE WAINSCOT
8 STUCCO TRIM
9 (4) 2' X 6' SHORT TERM BICYCLE PARKING.
10 WALL MOUNTED LED LIGHT
11 COVERED & SECURED BICYCLE LOCKERS FOR 4 EMPLOYEES
12 BUILDING ADDRESS
13 SIGNAGE
14 CMU BLOCK WALL W/ PAINTED FINISH
15 SPACE FOR ADVERTISEMENT BANNERS
16 GOOSE NECK LIGHT
EXTERIOR COLOR SCHEDULE
MATERIAL
LEGEND
COLOR OR TYPE
DESCRIPTION & ITEM CODES
STONE WAINSCOT
BASE
GOLDEN SAND
MANUFACTURER=CORONADO VIRGINIA LEDGE
SEMI-GLOSS PAINT
ACCENT-1
DELLWOOD SAND
BENJAMIN MOORE 1019
SEMI-GLOSS PAINT
BODY-1
DUSTY ROAD
BENJAMIN MOORE 1017
SEMI-GLOSS PAINT
BODY-2
SIMPLY WHITE
BENJAMIN MOORE 2149-70
REVISIONS
REVISION
DATE
Continental Development Consultants, Inc.
Woodland, CA
Las Vegas, NV
Phone (702)247-61137; (530)406-3790 • FAX (702)984-6237
Email: Contact @ contlinentaldc.com
Civil Engineering • Land Planning and Zoning Entitlements • Building Design and Improvements • Construction Consulting
TITLE
PROPOSED BUILDING ELEVATIONS
PROJECT
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514
DATE:05/07/2020
JOB: J20-BR-01
DWG BY: DV
CHK BY: SPK
LP-RZ-4.0

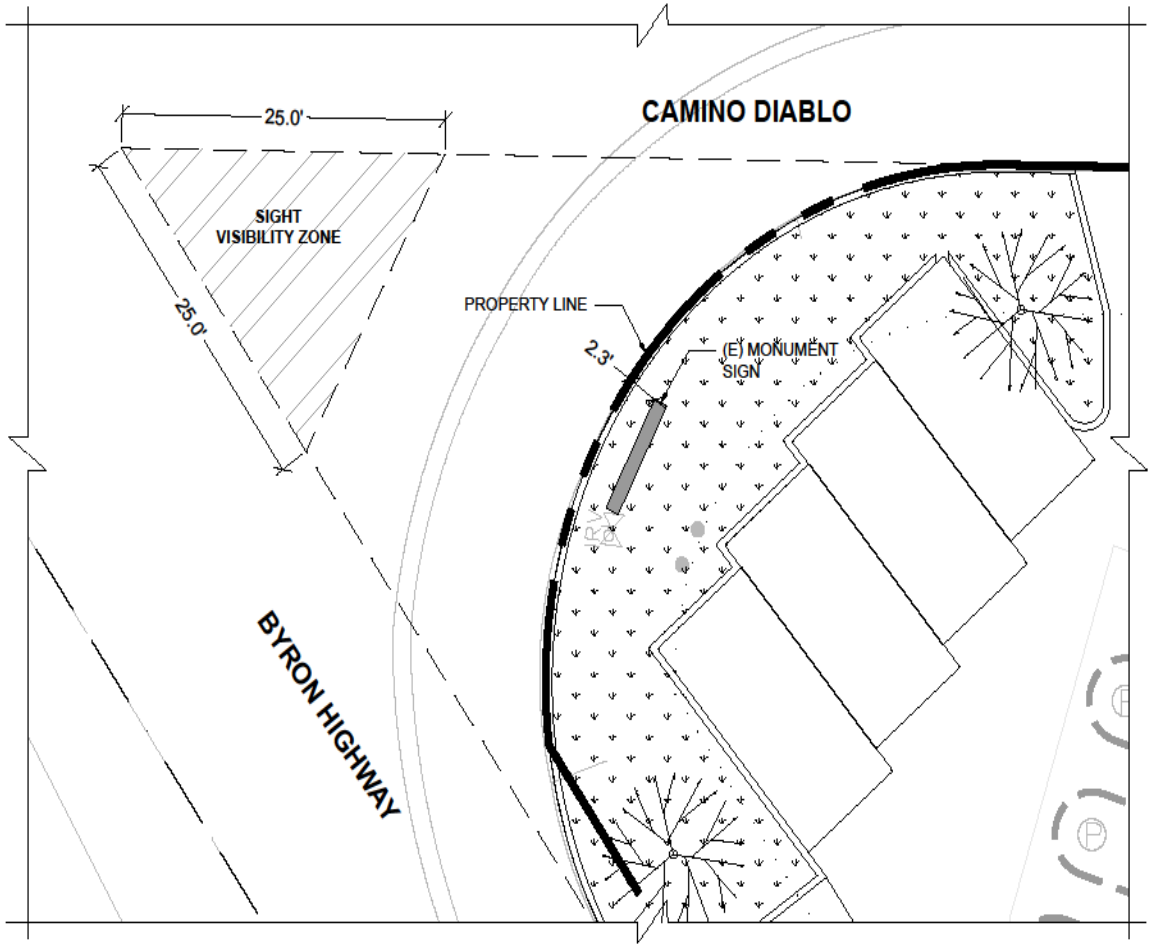
ELEVATION #2


ROOF OVERHANG
(N) DISPENSER (TYP.)
CANOPY
(4,652 SQ.FT.)
62'-0"
1 FLOOR PLAN
LEGEND
2 ELEVATION (NORTH-EAST)
3 ELEVATION (SOUTH-WEST) - FACING BYRON HWY.
4 ELEVATION (NORTH-WEST) - FACING CAMINO DIABLO
5 ELEVATION (SOUTH-EAST) - FACING C-STORE
KEYNOTES
1 ILLUMINATED VALERO LED WORD MARK SIGN.
2 ILLUMINATED VALERO LOGO.
3 STOP LIGHT BAR BEFORE END OF BLUE GRAPHIC AS SHOWN.
4 RADIUS FASCIA W/ ILLUMINATED LIGHT BAR
5 SILK-SCREENED DECORATION GRAPHIC WRAPS AROUND CORNER.
6 LED LIGHT BAR APPLIED TO FASCIA, ALIGN W/ TOP BAR HOUSING VALERO BLUE W/ BLUE LED LIGHT.
7 BLADE SIGN WHITE LETTERING W/ BLUE BACKGROUND.
8 INSTALL FLEET SIGN TO LIGHT STANDARD TOWARD STREET.
9 PAINTED COLUMN W/ VALERO LIGHT GRAY.
Continental Development Consultants, Inc.
CANOPY - PLANS & ELEVATIONS
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYORN HWY
BYRON, CONTRA COSTA COUNTY, CA 94514
LP-RZ-5.0

FLOOR PLAN


1 PROPOSED FLOOR PLAN
LEGEND
4 HR. RATED MASONRY BLOCK WALL
STOREFRONT
FLOOR DRAIN
FLOOR SINK
FIRE EXTINGUISHER
WALL MOUNTED LED LIGHT
1 PROPOSED SECOND FLOOR PLAN (345 SQ.FT.)
345 SQ.FT.
Continental Development Consultants, Inc.
PROPOSED FLOOR PLANS
C-STORE & GAS STATION EXPANSION (RAISE & RE-BUILD)
15031, 15045 & 15057 BYRON HWY
BYRON, CONTRA COSTA COUNTY, CA 94514
LP-RZ-3.0

LINE OF SIGHT / VARIANCE

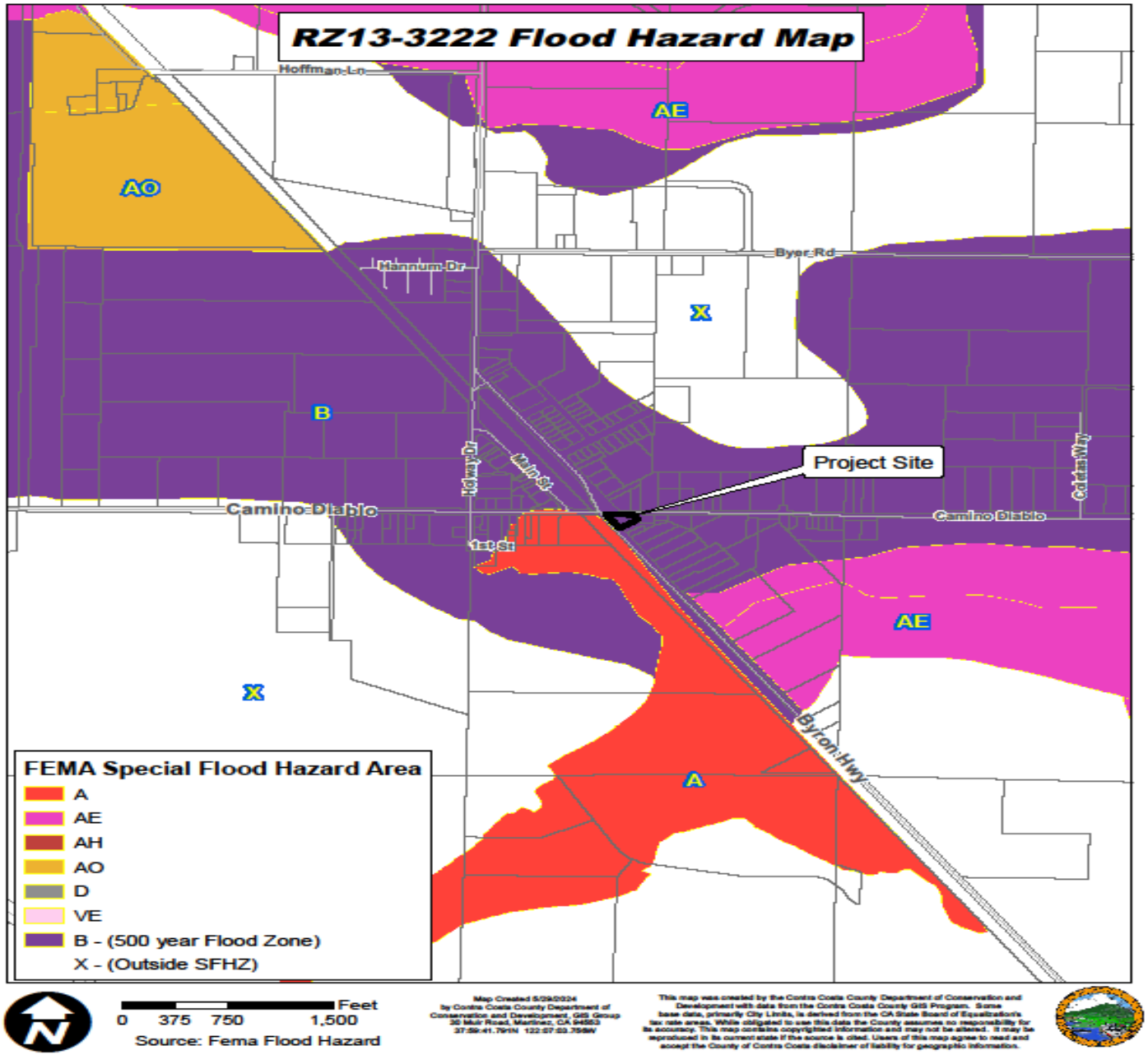


EXCEPTION REQUEST

-Section 914-2.004, Collect and conveyed to an existing adequate storm drainage system.

-Section 914-12.010, Maintenance of a detention basin either by existing or new public maintenance entity.

DRAINAGE PLAN


RZ13-3222 Flood Hazard Map
Hoffman Ln
Byer Rd
Hannum Dr
Camino Diablo
1st St
Main St
Byron Hwy
Project Site
AE
AO
X
B
A
FEMA Special Flood Hazard Area
A
AE
AH
AO
D
VE
B - (500 year Flood Zone)
X - (Outside SFHZ)
Feet
0 375 750 1,500
Source: Fema Flood Hazard

APRIL 4, 2024 CPC MEETING

- Accepted staff's presentation, took public testimony and closed the hearing.
- Discussed drainage and traffic concerns.
- Acknowledged the studies prepared for the project.
- Modified COA#5 (indemnification language) and added COA #16 (good faith effort to have fuel deliveries after 7pm).
- Unanimously recommended the Board of Supervisors approve the project.

QUESTIONS?

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1584 **Agenda Date:** 6/4/2024 **Agenda #:** C.1.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approve and Authorize the Director of Airports, or designee, to execute a hangar rental agreement with Buchanan Field Airport Hangar tenant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Mike Leuthold, for a south-facing hangar at Buchanan Field Airport effective June 2, 2024, in the monthly amount of $359.00, Pacheco area (District IV).

FISCAL IMPACT:

The Airport Enterprise Fund will realize $4,308.00 annually.

BACKGROUND:

On November 14, 2006, the Contra Costa County Board of Supervisors approved the form of the T-Hangar and Shade Hangar Rental Agreement for use with renting the County's t-hangars, shade hangars, medium hangars, and executive hangars at Buchanan Field Airport.

On February 23, 2007, Contra Costa County Board of Supervisors approved the new Large Hangar Rental Agreement for use with the large East Ramp Hangars.

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements"). The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action will cause a loss of revenue to the Airport Enterprise Fund.

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** June 2, 2024, ("**Effective Date**"), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**Airport**"), **Mike Leuthold** ("**Renter**"), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement **("Rental Agreement")** by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit "A" and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (**"Renter's Aircraft"**).

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # **A-10** on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site **("T-Hangar Site")** and shall hereinafter be described as the **"T-Hangar."**

   Renter has inspected the T-Hangar and hereby accepts the T-Hangar in its present condition, as is, without any obligation on the part of Airport to make any alterations, improvements, or repairs in or about the T-Hangar.

5. **USE:** The T-Hangar shall be exclusively by Renter for the storage of Renter's Aircraft. In addition to the storage of Renter's Aircraft, Renter may use the T-Hangar for (1) the homebuilding, restoration and/or maintenance of Renter's Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly

related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The T-Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

The use of all or a portion of the T-Hangar for the storage of aircraft not owned or leased by Renter is prohibited. ("Aircraft not owned or leased by Renter" means any aircraft in which Renter does not have an ownership interest or which is not directly leased to Renter). Renter shall present proof of said ownership interest or lease to Airport upon request in addition to that information provided in Exhibit A.

If Renter's Aircraft is or becomes non-operational, it may be stored in the T-Hangar only if it is being homebuilt or restored by Renter. Prior to the commencement of any such homebuilding or restoration, Renter shall provide to Airport (1) a copy of the purchase agreement or (2) a valid federal registration number. If Renter's Aircraft is not registered as of the Effective Date, upon completion of construction, Renter shall register and apply for an airworthiness certificate for Renter's Aircraft in accordance with all applicable federal statutes and regulations and provide the original registration and certification to Airport, for inspection and copying, immediately upon receipt by Renter. On or before January 1 of each year, if the homebuilding or restoration has not been completed, Renter shall provide a written annual report to the Director of Airports that details the homebuilding or restoration activity performed, work still required to be completed and an estimate of time of completion.

6. **TERM**: This Rental Agreement shall be from month to month commencing **June 2, 2024**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT**:

A. **Monthly Rent and Additional Rent**. Renter shall pay $ **359.00** in rent per month **("Monthly Rent")** due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1585 **Agenda Date:** 6/4/2024 **Agenda #:** C.2.

To: Board of Supervisors

From: Greg Baer, Director of Airports

Report Title: Approval and Authorization to Execute a Lease with Delux Public Charter, LLC for Use of the Airport's new ARFF/Administration/Terminal Building at Buchanan Field Airport, Concord (District IV).

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a lease between the County, as Lessor, and Delux Public Charter, LLC (branded as JSX), as Tenant, for 532 square feet of office space and non-exclusive use of another room in the County-owned building located at 181 John Glenn Drive, Concord, for a three-year term at an initial annual rent of $14,856 for the first year with annual increases thereafter, and three options to renew for a term of one-year for each option.

FISCAL IMPACT:
The Airport Enterprise Fund will receive annual lease revenues of $14,856 as well as an enplanement fee of $5.00 for each passenger that departs on JSX from Buchanan Field. Additional revenue will be derived through fuel flow fees ($0.08/gallon) for fuel purchased by JSX from one of Airport's Fixed Base Operators. The monthly rent during the term of the lease will increase annually by 3%, and the enplanement fee will remain static at $5.00 per passenger. The County will reimburse JSX through enplanement fee credits for shared janitorial costs, estimated at $3,900 per month.

BACKGROUND:
Delux Public Charter, LLC is the entity that operates the aircraft charter company JSX (formerly, JetSuiteX). In 2016, Buchanan Field was the destination airport when JSX launched its service. For the next seven years, JSX served Buchanan Field and operated out of the Airport's double wide trailer located at 181 John Glenn Drive.

As of early last month, Airports staff took occupancy of its new Aircraft Rescue and Fire Fighting (ARFF)/Administration/Terminal building. Because of the long-standing relationship between the Airport and JSX, JSX was anticipated to be a tenant of the new building, and the subject of this staff report.

A draft, the lease anticipates that JSX will be leasing three office spaces, as well as having use of other parts of the building, including the non-exclusive area that makes up the passenger holdroom. The key terms of the agreement include a three-year term, with three one-year renewal periods, monthly rent that will escalate annually by 3%, reimbursement for janitorial services, and an enplanement fee of $5.00 per passenger. For context, in calendar year 2023, there were 16,530 enplanements on JSX at Buchanan Field, resulting in $82,650 in airport revenue. Additional annual revenue is derived from JSX's ongoing operations through fuel flowage

fees, totaling $29,806 in 2023.

The continued partnership between JSX and the County allows for a travel option that doesn't exist anywhere else in the east bay, and also provides for an ongoing revenue stream for the Airport Enterprise Fund. To that end, both Airport and JSX staff are excited and encouraged by the new facility and recommend approval of this lease.

CONSEQUENCE OF NEGATIVE ACTION:
JSX would most likely discontinue their operations out of Buchanan Field and the Airport Division would not realize the anticipated lease, enplanement fee, and fuel flowage fee revenues.

LEASE

Buchanan Field Airport
181 John Glenn Drive, Concord, California

This lease is dated as of May 1, 2024, and is between the County of Contra Costa, a political subdivision of the State of California ("**County**") and Delux Public Charter, LLC, a Delaware limited liability company, d/b/a JSX Air ("**Tenant**").

Recitals

A. The County is the owner of the property located at 181 John Glenn Drive, Concord, California (the "**Property**"). The Property is part of Buchanan Field Airport (the "**Airport**").

B. Recently, the County demolished an existing building on the Property (the "**Old Building**") and replaced it with a new building (the "**Terminal Building**").

C. Under a rental agreement between the County and Tenant dated March 23, 2016 (the "**2016 Agreement**"), Tenant occupied the entirety of the Old Building for the purpose of operating public charter aviation service. The 2016 Agreement terminates on the effective date of this lease.

D. Tenant desires to lease from the County, and the County desires to lease to Tenant, that portion of the Terminal Building known as Suite 200, Suite 201, and Suite 202, as shown on Exhibit A (the "**Premises**") and to have non-exclusive use of the "holdroom," which is shown on Exhibit A, shaded in gray.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, the County hereby leases to Tenant and Tenant hereby leases from the County, the Premises.

2. Term. The "**Term**" of this lease is comprised of an Initial Term and, at Tenant's election, Renewal Terms, each as defined below.

   a. Initial Term. The "**Initial Term**" is three years, commencing on May 1, 2024 (the "**Commencement Date**") and ending April 30, 2027.

   b. Renewal Terms. Tenant has three options to renew this lease for a term of one year for each option (each, a **"Renewal Term"**) upon all the terms and conditions set forth in this lease.

i. Tenant will provide the County with written notice of its election to renew the lease no later than 60 days prior to the expiration of the Term.

ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.

3. Rent. Tenant shall pay rent monthly in advance to the County in the amounts set forth below, without offset or demand on or before the first day of each month. Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day.

Initial Term	Monthly Rent
May 1, 2024 – April 30, 2025	$1,238.00
May 1, 2025 – April 30, 2026	$1,275.00
May 1, 2026 – April 30, 2027	$1,313.00
Renewal Terms	
May 1, 2027 – April 30, 2028	$1,353.00
May 1, 2028 – April 30, 2029	$1,393.00
May 1, 2029 – April 30, 2030	$1,435.00

4. Additional Rent. In addition to the rent set forth above, Tenant shall pay County the amounts set forth below (collectively, "**Additional Rent**").

a. Enplanement Fee. During the Term, Tenant shall pay an amount equal to the result obtained by multiplying the number of passengers enplaned by Tenant each month at the Airport by $5.00 (the result, the "Enplanement Fee").

i. The Enplanement Fee is due on the 15th day of the month that follows the month in which the passengers were enplaned.

ii. Tenant shall submit a report with each Enplanement Fee that shows the number of passengers enplaned for the relevant period (the "Monthly Report"). The Monthly Report is to be dated and verified as correct through the signature of an authorized agent, officer, or representative of Tenant.

iii. At the end of each calendar year, Tenant shall submit to County an annual report showing the total number of passengers enplaned and deplaned at the Airport during the previous 12 months.

iv. The County has the right, exercisable upon reasonable prior written notice to Tenant, to inspect Tenant's records relating to the number of passenger enplanements during the term of this lease.

b. Building Janitorial Costs. Tenant is responsible for contracting with and paying a mutually agreeable third-party janitorial service provider ("Service Provider") to provide janitorial services (routine service and periodic maintenance) and consumables in Service Area 1 and Service Area 2 in the Terminal Building.

i. The locations of Service Area 1 and Service Area 2 are shown on Exhibit B.

ii. For the period beginning on the Commencement Date and ending December 31, 2024 (the "Initial Period"), the Service Provider is BSM Facility Services Group ("BSM"). BSM's scope of services and fees for the Initial Period are set forth in Exhibit B.

iii. The County shall reimburse Tenant for 65% of the cost of services and consumables provided by the Service Provider in Service Area 1 and 100% of the cost of services provided by the Service Provider in Service Area 2 (such reimbursement amount, the "Offset"). The reimbursement will be carried out by Tenant deducting the Offset from the Enplanement Fee.

iv. To verify the amount of the Offset, not later than the 15th day of each month, Tenant shall submit to County a copy of the invoice received from the Service Provider for janitorial services completed during the previous month. A copy of the invoice is to be submitted to the County along with the Monthly Report.

5. Additional Payment Terms.

a. Late Rental Payments: In the event Tenant fails to pay County any amount due under this lease within five days after the amount is due, Tenant shall pay to County a late charge of $100 per occurrence (the **"Late Charge"**), plus interest on the unpaid balance at a rate of 1.5% per month, from the date the payment was due and payable until paid in full. Tenant shall pay all Late Charges as additional rent on or before the date the next installment of monthly rent is due. County and Tenant hereby agree that it is and will be extremely difficult to ascertain and fix County's actual damage from any late payments and, thus, that Tenant shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties' reasonable effort to estimate fair average compensation for the late payment (other than attorneys' fees and costs). County's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Tenant's default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

b. Form and Place of Payment: Tenant shall pay all rents and fees by check, electronic or other payment method, payable to the County of Contra Costa, by delivering the payment on or before its due date to Contra Costa County, Director of Airports, 181 John Glenn Drive, Suite 100, Concord, California 94520, or at such other place as County may designate from time to time.

c. Returned Checks: If a check written by Tenant is returned for insufficient funds, County may impose a $25 service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Tenant to pay rent by certified check or money order if Tenant's bank or banks have returned one or more personal checks within the preceding 12- month period.

d. Security Deposit:

i. Prior to the effective date of this lease, Tenant paid the County the sum of $6,000.00 as security for the faithful performance of the terms, covenants, and conditions of this lease (the **"Security Deposit"**).

ii. Upon the occurrence of a Default, as defined in Section 17, County may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to County, (ii) any amount that County may spend or become obligated to spend in exercising County's rights under this lease, or (iii) damage sustained by County resulting from Tenant's Default. Upon demand by County, Tenant shall immediately pay to County a sum equal to that portion of the Security Deposit expended or applied by County as provided in this subsection so as to maintain the Security Deposit at its original level.

iii. Upon the expiration or termination of this lease and (i) Tenant's satisfaction of the conditions set forth in Section 8. Condition of Premises, and (ii) a final accounting by County, the County will refund any remaining Security Deposit balance to Tenant, without interest. Tenant waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that County may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the premises. County and Tenant agree that County may, in addition, claim those sums reasonably necessary to compensate County for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors or invitees.

6. Use. Tenant may only use the Premises to operate charter aviation and related services. The Premises may not be used for any other purpose without the prior written consent of the Director of Airports, Use of the Premises for any other purpose is cause for termination of this lease.

7. Utility Obligations. The County shall pay for all utilities provided to the Premises, with the exception of telephone services and internet services.

8. Condition of Premises.

a. Commencement Date. Tenant is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of the County as to the condition of the Terminal Building.

b. During Term. Tenant shall maintain the Premises in a first-class condition. Tenant may not paint the Premises, attach shelves, fixtures or signs, or make any alterations to the Premises without the prior written consent of the Director of Airports.

c. Upon Surrender. Tenant shall return the Premises to the County in the same condition it was in on the Commencement Date, ordinary wear and tear excepted.

9. Taxes. Tenant agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Tenant's interest in the Premises, or upon Tenant's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Tenant may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Tenant's interest, (i) does not reduce the rent due to the County under this lease, and (ii) is the liability of Tenant.

10. Quiet Enjoyment. Provided Tenant complies with the terms of this lease, the County covenants that Tenant will peaceably and quietly have, hold, and enjoy the Premises during the Term.

11. Assignment and Sublease. Tenant may not assign this lease or sublease the Premises or any part of it at any time during the Term without the prior written consent of the Director of Airports.

12. Insurance.

a. Liability Insurance. Throughout the Term, Tenant shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than $100,000,000 per occurrence and $100,000,000 aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by Tenant must be primary.

b. Property Insurance. The County will maintain property insurance coverage on its real property. Tenant has no interest in the proceeds of insurance on the County's real property, improvements, equipment, or fixtures. Tenant shall sign all documents

necessary or proper in connection with the settlement of any claim or loss by the County.

c. Worker's Compensation and Employer's Liability Insurance. Tenant shall maintain in full force and effect, at its sole expense, (i) statutory California Workers' Compensation coverage including a broad form all-states endorsement, and (ii) employer's liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.

d. Evidence of Insurance. Within five days of execution of this lease, Tenant shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.

e. Notice of Cancellation or Reduction of Coverage. Tenant shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County is to receive written notification of any cancellation or reduction in coverage at least 30 days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 19 - Notices.

f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and Tenant hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.

13. Waste, Nuisance. Tenant may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the neighborhood in which the Premises is located.

14. Inspection. The County may enter the Premises at any time in an emergency and with 24 hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) Tenant is in compliance with the terms and conditions of this lease.

15. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that Tenant is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by Tenant and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein.

This lease will terminate in the event of a total destruction of the Premises.

16. Indemnification. Tenant shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with Tenant's operations, or Tenant's lease, use, or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorneys' fees, County may make by reason of such matters.

17. Default.

The occurrence of any of the following events is a "**Default**" under this lease:

a. Tenant.

i. Tenant's failure to pay monthly rent or Additional Rent within five business days after its due date.

ii. Tenant's failure to provide a current insurance certificate meeting the requirements in Section 12.- Insurance, within five business days after any policy expiration date.

iii. Tenant's failure to comply with any other material term or provision of this lease if such failure is not remedied within 30 days after receipt of a written notice from the County to Tenant specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**"). If the required cure of the noticed failure cannot be completed within 30 days, the failure to cure will not be deemed to be a default of this lease if Tenant has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond 60 days after Tenant's receipt of the Notice of Default.

b. The County. The County's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a written notice from Tenant to the County specifying the nature of the breach in reasonably sufficient detail**.** If the required cure of the noticed failure cannot reasonably be completed within 30 days, a default will not be deemed to occur if the County has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete

the cure as soon as reasonably possible. Tenant may refuse to extend the cure period beyond 60 days after the County's receipt of the Notice of Default.

18. Remedies.

a. County. Upon the occurrence of a default by Tenant, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving Tenant written Notice of Default in accordance with the terms of this lease and in accordance with due process of law.

b. Tenant. Upon the occurrence of a default by the County, Tenant may terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

19. Notices. Any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Tenant:	Delux Public Charter, LLC 181 John Glenn Drive, Suite 200 Concord, CA 94520
	With Copies to:
	Delux Public Charter, LLC Attn: Properties/Contracts 7201 Lemmon Ave Dallas, TX 75209
To County:	Contra Costa County Director of Airports 181 John Glenn Drive, Suite 100 Concord, CA 94520

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to the substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

20. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the County and Tenant.

21. Holding Over. In the event Tenant remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of

this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease.

22. Storm Water Discharged. The Federal Clean Water Act (the "Act") provides that the discharge of pollutants to water of the United States from any industrial commercial properties must be in compliance with a National Pollutant Discharge Elimination Permit **("NPDEP").** Under the Act, airports are considered to be "industrial" activities. Therefore, the County, and all tenants located on the Airport, are required to be in compliance with the Act and be NPDEP. County has applied for and received an NPDEP, which covers Tenant's operations on the Premises. County is not aware of any violations of NPDEP at the airport of the premises.

Tenant shall ensure that no pollution or Hazardous Materials (as defined in Section 23. Waste; Hazardous Materials) of any type is discharged into storm water system at the Airport. Tenant is responsible for any such discharge by it or by any of its officers, employees, agents, contractors, guests, or invitees, while this License is in effect. Any fine or cost of remedial action required of County by any agency or agencies having jurisdiction thereover, as a result of actions on or discharges from the Premises, will be charged to Tenant, and Tenant shall immediately reimburse County for such cost upon demand. In addition, any discharge of pollutants or Hazardous Materials on or from the Premises that is not promptly remediated by Tenant will be considered a default of this Agreement and grounds for its termination. This Section 22 will survive the termination of this Agreement. County is not aware of any violations of NPDEP at the airport of the premises.

23. Waste; Hazardous Materials. Tenant may not commit or suffer or permit the commission of any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of the use of the Airport or surrounding property. Tenant may not, and shall ensure that no others, store or dispose of any Hazardous Materials on the Premises. The term "**Hazardous Materials**" means any hazardous or toxic substance, hazardous or radioactive material, hazardous waste, pollutant or contaminant at any concentration that is, or during the term of the License becomes, regulated by any local or regional government authority having jurisdiction over the Premises, by the State of California, or by the United States.

24. Tenant may not permit any activity on the Premises that directly or indirectly produces unlawful amounts or levels of air pollution (gases, particulate matter, odors, fumes, smoke, or dust), water pollution, noise, glare, heat emissions, radioactivity, electronic or radio interference with navigational and communication facilities for the operation of the Airport and for its use by aircraft, trash or refuse accumulation, or vibration or that is hazardous or dangerous by reason or risk of explosion, fire, or harmful emissions. County may enter the Premises at any time to verify Tenant's conformance with the provisions of this Section.

25. Instrument of Transfer and Non-Discrimination Covenants.

a. Instrument of Transfer: This Agreement is subordinate and subject to the provisions and requirements of the Instrument of Transfer by and between the United States and County dated the 9th day of October, 1947, and recorded in Book 1137, at page 114 of the Official Records of Contra Costa County, California. This Agreement is subordinate to the provisions and requirements of any future agreement between County and the United States relative to the development, operations, and/or maintenance of the Airport.

b. Non-Discrimination:

i. Tenant represents and warrants that it will undertake an affirmative action program as required by 14 Code of Federal Regulations Part 152, Subpart E ("14 CFR Part 152, Subpart E"), to insure that no person shall on the grounds of race, creed, color, national origin, or sex is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant represents and warrants that no person will be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by 14 CFR Part 152, Subpart E. Tenant represents and warrants it will require that its covered suborganizations provide assurances to Tenant that they similarly will undertake an affirmative action program and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ii. In the event of a final judicial determination of a breach of any of the above non-discrimination covenants, County may terminate this Agreement as if said Agreement had never been made or issued.

iii. Tenant agrees to furnish service on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair, reasonable, and non-discriminatory prices for each unit of sales or service, provided, that Tenant may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Furthermore, Tenant shall neither discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, national origin, sex or age in any manner, including, but not limited to, discrimination prohibited by applicable Federal Aviation Regulations.

iv. Non-compliance with paragraph (3) above constitutes a material breach and a default of this Agreement by Tenant. In the event of such non-compliance, (i) County may terminate this Agreement without liability therefore, or (ii) at the election of either government, either or both the County and the United States may judicially enforce the provisions of paragraphs (2) and (3) of this Section.

26. General Provisions.

a. This lease is subject to Section 22. of Airport Ordinance 87-8, as amended by Airport Ordinance 88-82, and any other amendments or successor ordinances thereto.

b. The County hereby reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or views of Tenant and without interference or hindrance from Tenant.

c. The County hereby reserves the right to conduct airport construction projects and hold "special events," such as air shows, among other events, at the Airport that may involve the temporary closure of all or portions of the Airport. In such event, the Director of Airports will provide notice at least 30 days in advance and for the duration of the special event or construction project, Tenant may not use any of the ramp areas, taxiways, or other areas of the Airport designated as closed by the Director of Airports in his sole discretion. In addition, the County is not liable or responsible for the effect any such closure may have on Tenant's operations or business.

d. The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Airport that, in the sole opinion of the County, would affect the usefulness of the Airport or constitute a hazard to aircraft.

The County, in exercising the rights stated in this subsection, is not liable to Tenant for any expense, loss, or damage to Tenant that results from County's removal of any aerial obstructions.

e. Neither the failure or delay on the part of County or Tenant to strictly enforce all the terms and conditions of this Agreement, is a waiver of any rights or remedies accruing to County or Tenant by law or by this Agreement for any subsequent breach of this Agreement.

f. In the event that any provisions contained herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provisions will not materially prejudice either County or Tenant in their respective rights and obligations contained in the valid provisions of this Agreement.

27. Governing Law. The laws of the State of California govern all matters arising out of this lease.

28. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease**.** All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease as of the date set forth in the introductory paragraph.

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
Greg Baer
Director of Airports

DELUX PUBLIC CHARTER, LLC, a Delaware limited liability company

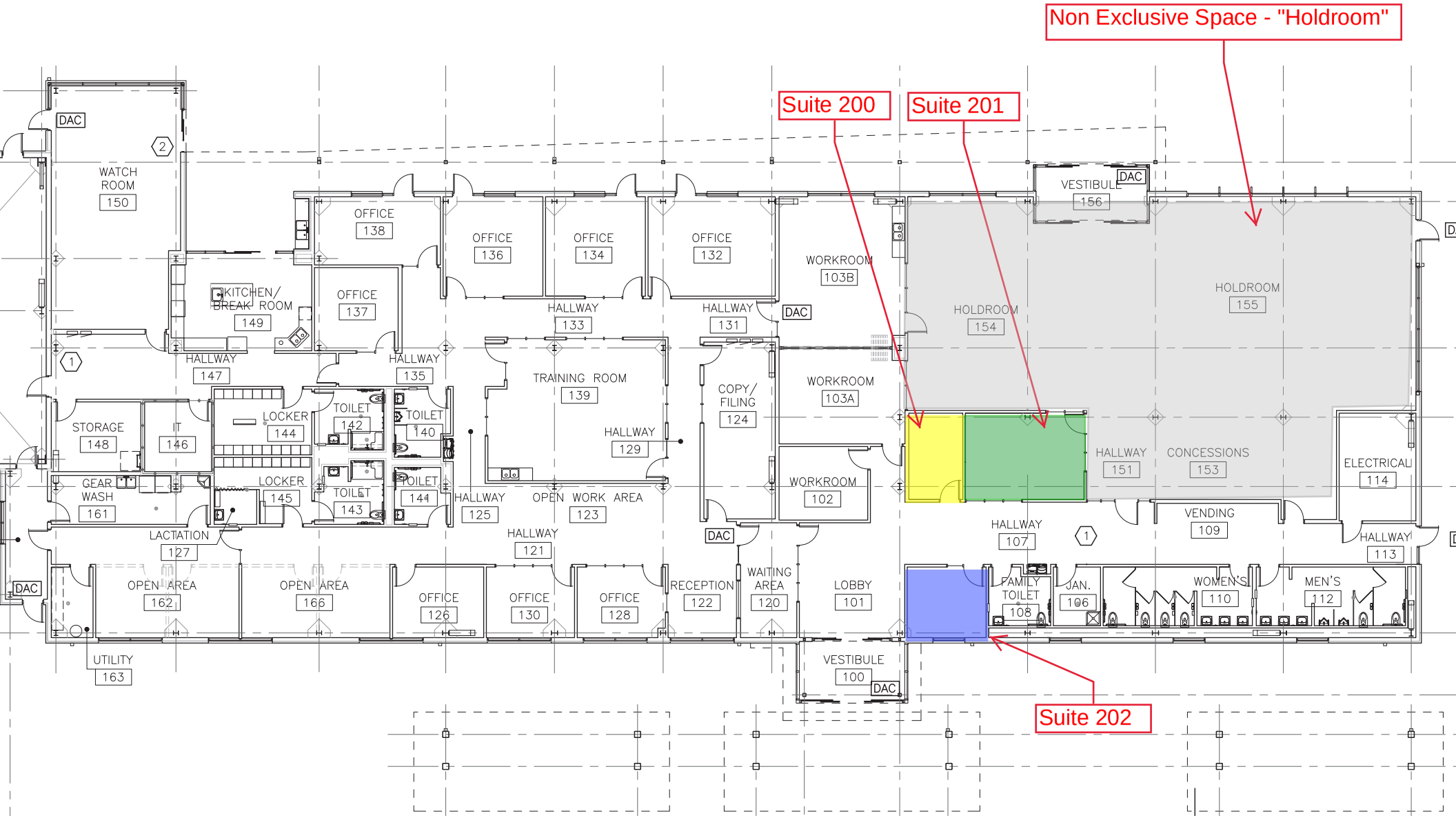
By: _____
Alex Wilcox
Chief Executive Officer

By: _____
Jeff Simmons
Chief Financial Officer

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

Exhibit A


Non Exclusive Space - "Holdroom"
Suite 200
Suite 201
Suite 202
DAC
WATCH ROOM 150
OFFICE 138
OFFICE 136
OFFICE 134
OFFICE 132
WORKROOM 103B
VESTIBULE 156
HOLDROOM 155
HOLDROOM 154
KITCHEN/ BREAK ROOM 149
OFFICE 137
HALLWAY 133
HALLWAY 131
HALLWAY 147
HALLWAY 135
TRAINING ROOM 139
COPY/ FILING 124
WORKROOM 103A
STORAGE 148
IT 146
LOCKER 144
TOILET 142
TOILET 140
HALLWAY 129
HALLWAY 151
CONCESSIONS 153
ELECTRICAL 114
GEAR WASH 161
LOCKER 145
TOILET 143
TOILET 144
HALLWAY 125
OPEN WORK AREA 123
WORKROOM 102
VENDING 109
LACTATION 127
HALLWAY 121
HALLWAY 107
HALLWAY 113
OPEN AREA 162
OPEN AREA 166
OFFICE 126
OFFICE 130
OFFICE 128
RECEPTION 122
WAITING AREA 120
LOBBY 101
FAMILY TOILET 108
JAN. 106
WOMEN'S 110
MEN'S 112
UTILITY 163
VESTIBULE 100

JANITORIAL CONTRACT

Exhibit B

DATE: May 24, 2024

CUSTOMER NAME & ADDRESS:	BILLING ADDRESS:	JOB LOCATION ADDRESS:
		181 John Glenn Drive
Delux Public Charter, LLC		Concord, CA 94520
181 John Glenn Dr. Concord CA		

SERVICES & FREQUENCY	PRICE	SELECTION
Service area 1: Yellow (4 x week - M, Th, Fr & Sun) + Green 7 x week	$2,690.00 per month	☐
Service area 2: Blue (1 x week Friday), + Purple (5 x wk), + Red (5 x wk)	$2,280.00 per month	☐
Total of service area 1 & service area 2	$4,970.00 per month	☐
Restroom consumables + liners billed on a per case usage basis	Billed per case usage basis	☐
Pricing is based on the 2024 State of California Minimum Wage		☐
Prices effective from 1/2/24 – 12/31/24		☐
Pricing is contingent on performing each option concurrently.		☐

SCOPE OF WORK:

See attached cleaning service specifications.

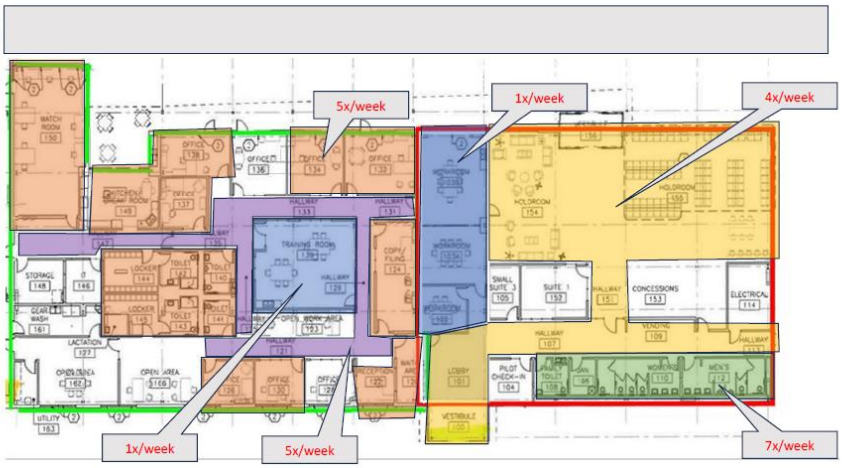
BSM OBSERVES the following holiday schedule. Overtime rate will be applied for holiday coverage.
New Year's Day, Memorial Day, Presidents' Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Holiday overtime billing rate is $60 per hour.

Restroom consumables will be billed per case usage. (Toilet Paper, Hand towels, Seat covers, Hand soap, feminine disposal liners, Plastic liners, Lg. Med. Small & compostable liners)

Maintenance services (e.g., carpet cleaning, hard surface machine floor scrubbing, interior/exterior window cleaning & pressure washing) are not included in the cleaning specifications. When requested by JSX, BSM Facility Services Group will provide cost proposals on an on-call basis. No maintenance services will be performed unless approved in advance by JSX.

Exhibit for Quotation of Janitorial Services at 181 John Glenn Drive, Concord (Airport Admin Offices & Terminal Building)



The price quotation needs to be broken into 2 pieces where the green and yellow areas a split out from the rest, and the pricing would not be dependent on any other area(s). The uncolored (white) areas are to be excluded from any services. Thus, requesting pricing for:

1. Yellow (4x/week) + Green (7x/week) =
2. Blue (1x/week), + Purple (5x/week), + Red (5x/week) =
3. Total of all colors =

File #: 24-1586 **Agenda Date:** 6/4/2024 **Agenda #:** C.3.

To: Board of Supervisors

From: Internal Operations Committee

Report Title: Triennial Advisory Body Review - Phase I Report, Review Cycle 4

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

1. ACCEPT the 2023-2024 Triennial Review Phase 1 Report that follows and DIRECT the County Administrator to continue implementation of Phase 2 and 3 of the fourth cycle of the Triennial Review process for the remaining advisory bodies.
2. APPROVE and AUTHORIZE the extension of the County Library Commission for a new three-year term through March 31, 2027.
3. REQUEST the 2025 Internal Operations Committee to examine whether and when to reactivate the Agricultural Advisory Task Force.

FISCAL IMPACT:
None.

BACKGROUND:
The Board of Supervisors oversees and appoints residents to approximately seventy-five (75) advisory boards, commissions, and committees (bodies). These advisory bodies serve numerous governmental functions, some mandatory and others discretionary. In 2012, the Board of Supervisors adopted a regular, ongoing sunset review process formalized by Resolution 2012/261. Resolution 2012/261 was designed to ensure that every three years each advisory body is reviewed for compliance with a variety of policies and results of that review and any resulting staff recommendations are transmitted to the Board, through the Internal Operations Committee (IOC), on a regular basis.

Since the Triennial Advisory Body Review process was instituted in 2012, three full rounds of review have been completed. The publishing of this Phase 1, Cycle 4 report marks the beginning of the fourth round of the Triennial Review. This report presents the findings and recommendations of the fourth round of Triennial Sunset Review for advisory bodies included in Phase I. The IOC reviewed this report at its regular meeting on May 13th and approved all of staff's recommendations except that the IOC prefers to defer a decision on reactivating the Agricultural Advisory Task Force until 2025 following the County General Plan update. In addition to today's recommendations, the IOC directed staff to notify and direct those bodies that were found to be out of compliance with certain procedures to take corrective action in observance of Board-approved policies and procedures. These directives concerned in most part general information transmitted with meeting notices/agendas, publishing meeting agendas on the internet, and conducting meetings in person with a call-in

option.

Summary of Cycle 4 Triennial Review Phases

Phase	Completion Date	Number of Bodies Included
1	2024	16
2	2025	24
3	2026	18
Excluded		17
Added to Maddy Book*		1
Total Bodies Listed in Maddy Book		**76**

**Note: This category represents an advisory body recently added to the Maddy Book and will thus be added to the next Triennial Review Cycle when it has enough history to be reviewed.*

A list of the seventeen (17) excluded bodies is below. Most excluded bodies were not reviewed due to full governing independence from the county, such as the East Bay Regional Park District's own Parks Advisory Committee. A rationale for exclusion is noted for each, including if the body is independent, an ad hoc (temporary) body and thus excluded by Resolution 2012/261, or is not a true "Maddy" body. A body that is indicated below as "Not Maddy" is a body that is advisory to a body other than the Board of Supervisors, or a body to which the Board of Supervisors does not make appointments but is listed in the Boards & Commissions Database (Maddy Book) to improve public awareness and access to the body's meetings.

	Bodies Excluded from Triennial Review Cycle 4	Rationale
1.	Ad Hoc African American Holistic Wellness Hub	ad hoc
2.	Assessment Appeals Board	Independent
3.	Community Advisory Board (CAB) on Public Safety Realignment	Not Maddy
4.	Community Corrections Partnership	Independent
5.	Community Corrections Partnership - Executive Committee	Independent
6.	Contra Costa County Employees Retirement Association	Independent
7.	Contra Costa Transportation Authority (CCTA) Citizens Advisory Committee	Independent
8.	CCTA Bicycle and Pedestrian Advisory Committee	Independent
9.	County Connection Citizens Advisory Committee	Independent
10.	Countywide Redevelopment Oversight Board	Independent
11.	Developmental Disabilities Council	Not Maddy
12.	East Bay Regional Park District Park Advisory Committee	Independent
13.	Housing Authority	Independent
14.	Mosquito & Vector Control District Board of Trustees	Independent
15.	Regional Measure 3 Independent Oversight Committee	Independent
16.	Tri-Delta Transit Authority Board of Directors	Independent
17.	Western Contra Costa Transit Authority Board of Directors	Independent

List of Advisory Bodies in Phase I

Sixteen (16) bodies are included in Phase I, which was last completed in 2021. These advisory bodies are divided between five (5) mandatory commissions and eleven (11) discretionary commissions.

Mandatory Commissions or Committees

Mandatory commissions include those required under state or federal law. The following five advisory councils, committees, and commissions are considered mandatory and must be operated.

- Advisory Council on Aging
- Countywide Bicycle Advisory Committee
- Economic Opportunity Council
- Hazardous Materials Commission
- Juvenile Justice Coordinating Council

Discretionary Commissions or Committees

Discretionary commissions are created by the Board of Supervisors on a voluntary basis. Many discretionary bodies were created to address community needs and solicit further resident engagement. A total of eleven (11) discretionary bodies were reviewed in this phase:

- Agricultural Advisory Task Force Committee
- Alcohol and Other Drugs Advisory Board
- Aviation Advisory Committee
- Commission for Women and Girls

- Emergency Medical Care Committee
- Historical Landmarks Advisory Committee
- Integrated Pest Management Advisory Committee
- Library Commission
- Measure X Community Advisory Board
- Racial Justice Oversight Body
- Sustainability Commission

Due to the recently implemented policy that requires advisory bodies to meet in person and provide hybrid access to their meetings, during the last Triennial Review the Internal Operations Committee accepted staff's recommendation to add a section to the Triennial Review survey regarding compliance with hybrid meeting requirements. This Cycle 4, Phase I report includes information on whether the advisory bodies reviewed are providing in-person meetings with call-in and online access available for the public. Unless otherwise indicated in the below report, most advisory bodies are in compliance with these new requirements which provide increased access to meetings for the public.

Findings

Summary of Findings for Phase I

Staff to bodies included in Phase I were asked to complete a survey, which was reviewed and signed by the advisory body chairperson. Staff from the Clerk of the Board then reviewed the materials and surveys submitted by the advisory body staff and chairpersons; conducted research to confirm whether or not the bodies are in compliance with hybrid meeting requirements and agenda posting requirements; reviewed the contents of the agendas for compliance with several additional policies, such as including information about disability access and access to supplemental materials, and opportunities for public comment; and reviewed the agendas to assess whether or not the agenda descriptions were adequate for a layperson or outsider to understand what would be discussed at the meeting.

Unless highlighted in the recommendations, no changes to bylaws, membership requirements, or seat structure are currently recommended. This report includes a description of advisory bodies considered in the Phase I review, along with a summary of comments or recommendations from the Clerk of the Board and the County Administrator's Office.

Mandatory Bodies

Advisory Council on Aging

The Contra Costa County Advisory Council on Aging (ACOA) advises the Area Agency on Aging (AAA) in all matters related to the development and administration of senior programs in accordance with the mandates of the Older Americans Act. The ACOA also advises the AAA, the Aging and Adult Services Bureau of the Contra Costa County Employment and Human Services Department, and the Board of Supervisors on the Fourth-Year Area Plan which is based on the unmet needs and priorities of older persons as determined by surveys of local committees and coalitions on aging, and results of public hearings. The ACOA provides a means for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of Contra Costa County. The ACOA also provides

leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

Staff Comments/Recommendations

The ACOA reports that they are having a difficult time maintaining membership after in-person meeting requirements were restored. They also report that they are currently working on a request to change the bylaws to include a new workgroup to assist with program implementation for the Senior Nutrition Program. Two (2) staff members from the Employment and Human Services Department provide around thirty (30) hours of staff support weekly for the body. Staff for the Clerk of the Board's Office recommends minor changes to the current agendas of the ACOA to ensure that they include information regarding how the public can access supplemental materials.

Countywide Bicycle Advisory Committee

The Countywide Bicycle Advisory Committee (CBAC) provides input to Contra Costa County and the cities in the county on the use of Transportation Development Act funds to construct bicycle and pedestrian projects. The Bicycle Advisory Committee also provides advice to the cities and the County on bicycle and pedestrian planning matters.

Staff Comments/Recommendations

Staff for the CBAC reports that one (1) to two (2) staff members from the Public Works Department provides less than one (1) hour per week of staff support for the body. Staff for the Clerk of the Board's Office recommends minor changes to the current agendas to ensure that they include information about disability access and how the public can access supplemental materials. Additionally, staff recommends that agendas be posted to the County website and that meetings be held in person and provide a call-in option (in addition to the currently provided online access) to comply with County policy and state law.

Economic Opportunity Council

The Economic Opportunity Council (EOC) is responsible for ensuring that the Community Action Agency assesses and responds to the causes and conditions of poverty in the community, achieves anticipated family and community outcomes, and remain administratively and fiscally sound.

Staff Comments/Recommendations

Staff for the EOC notes that there has been difficulty recruiting and retaining members due to the in-person meeting requirements that pose significant challenges, especially for the low-income, disabled, and senior members. Staff also reports that four (4) staff members from the Employment & Human Services Department provide around sixteen (16) hours total of staff support for the body per week. The EOC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Hazardous Materials Commission

The Hazardous Materials Commission (HMC) is charged with developing overall policy recommendations for hazardous materials and wastes and advising the Board of Supervisors, local elected officials, and County and city staff.

Staff Comments/Recommendations

Staff for the HMC reports that one (1) staff member from the Health Services Department provides around ten (10) hours of staff support for the body per week. Staff also notes that there has been

difficulty meeting quorum due to the increased number of seats and the in-person meeting requirements. The HMC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Juvenile Justice Coordinating Council

The Juvenile Justice Coordinating Council (JJCC) advises the Board of Supervisors on the development and implementation of a multi-agency juvenile justice plan including, but not limited to, an assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources which specifically target at-risk juveniles, juvenile offenders, and their families; an identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime. The Council also coordinates on a countywide basis the work of those governmental and non-governmental organizations engaged in activities designed to reduce the incidence of juvenile crime and delinquency in the greater community, develop information and intelligence-sharing systems to ensure that county actions are fully coordinated, and provide data and appropriate outcome measures.

Staff Comments/Recommendations

Staff for the JJCC reports that one (1) staff member from the Probation Department provides around five (5) to ten (10) hours of staff support for the body per week. The JJCC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Discretionary Bodies

Agricultural Advisory Task Force Committee

The Agricultural Advisory Task Force Committee (AATF) was created to advise and provide recommendations to the Board of Supervisors on matters that relate to preserving and promoting agriculture in Contra Costa County. The Agricultural Advisory Task Force was originally established on March 25, 1991 to advise the Board on agricultural and open space issues but ceased to be an active committee. Then, on March 28, 2000, the Board authorized the re-establishment of the Agricultural Advisory Task Force and directed the Community Development Department to develop guidelines and to establish a process for recruiting and seating new members. However, in recent years, the advisory body has held no meetings.

Staff Comments/Recommendations

Since the AATF became inactive, a new Agricultural Commissioner has been appointed and has reviewed the necessity of the advisory body. The Commissioner has contacted parties listed in the AATF bylaws and all seemed interested in reviving it. The Commissioner reports that the AATF would be a good way to discuss the issues in the agricultural community with all the different groups, who would normally not get together, that are affected by policies and changes to the agricultural industry. Staff for the Clerk of the Board's Office recommends pursuing next steps for reactivating the AATF.

Alcohol and Other Drugs Advisory Board

The mission of the Alcohol and Other Drugs Advisory Board (AODAB) is to assess family and community needs regarding prevention and treatment for alcohol and other drug related problems. Resultant findings and recommendations are forwarded to the Health Services Department and the Board of Supervisors. The objective of the AODAB is to develop an effective, concerted, and countywide campaign to reduce alcohol and other

drug abuse through an organized program of education, prevention, treatment, and control.

Staff Comments/Recommendations

Staff for the AODAB reports that the in-person meeting requirements have posed a challenge for many committee members. Staff for the AODAB also reports that that one (1) staff member from the Health Services Department provides between six (6) to eight (8) hours of staff support for the body per week. The AODAB appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Aviation Advisory Committee

The purpose of the Aviation Advisory Committee (AAC) is to provide advice and recommendations to the Board of Supervisors on aviation issues that are: (i) related to the economic viability and security of airports in the county, and (ii) affect the general welfare of people living and working near the airports and in the broader community. The AAC may conduct public discussions and hear comments on airport and aviation interests relative to the safe and orderly operation of airports to formulate the recommendations it makes to the Board of Supervisors. At the request of the Director of Airports, the AAC shall provide the Director of Airports a forum within which to discuss policy matters affecting the County's airports.

Staff Comments/Recommendations

Staff for the AAC reports that there is occasional difficulty filling seats that can sometimes result in difficulty meeting quorum. However, at the time of review all seats were filled. Staff reports that between four (4) and five (5) staff members from the Public Works Department, Airport Division provide a total of ten (10) hours of staff support for the body per week. The AAC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Commission for Women and Girls

The Contra Costa Commission for Women and Girls (CCCWG) provides information and advice to the Board of Supervisors and other entities, as necessary, relating to the health and welfare of women and girls in the county. The CCCWG strives to increase awareness of women's and girl's issues, champion opportunities for women and girls, and recommend legislative solutions at the city, county, state, and federal levels. Areas of focus include, but are not limited to, socio-economic conditions, workplace issues, social treatment of gender issues, and health and safety for women and girls.

Staff Comments/Recommendations

The CCCWG reports that there has been difficulty meeting quorum due to in-person meeting requirements. Recent changes to the CCCWG as a result of previous Triennial Reviews appear to be improving the functioning of the commission, such as completing annual reports, posting agendas on the county website, making updates to the commission's webpage, and updating the commission bylaws. The commission reports that two (2) staff members from the County Administrator's Office provide around one and a half (1.5) hours of staff support for the body per week. Staff for the Clerk of the Board's Office recommends minor changes to ensure that agendas are posted at the commission's physical meeting location. Staff does not recommend any other changes at this time.

Emergency Medical Care Committee

The Emergency Medical Care Committee (EMCC) acts in an advisory capacity to the Board of Supervisors, the Local Emergency Medical Services Agency, and the County Health Services Director on matters relating to

emergency medical services.

Staff Comments/Recommendations

Staff for the EMCC reports that one (1) staff member from the Health Services Department provides around two (2) hours of staff support for the body per week, though this fluctuates depending on the time of year. The EMCC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Historical Landmarks Advisory Committee

The purpose of the Historical Landmarks Advisory Committee (HLAC) is to advise the Board of Supervisors on matters relating to the identification and preservation of historical resources within the County, including identifying eligible sites and places to be listed in the County's Historic Resources Inventory (HRI).

Staff Comments/Recommendations

Staff for the HLAC reports that the HLAC has faced challenges relating to the composition of the body. Staff also reports that the HLAC meets quarterly, and one (1) staff member from the Department of Conservation and Development provides between twenty (20) and forty (40) hours of staff support for the body per quarter. Staff for the Clerk of the Board's Office recommends minor changes to the current agendas to ensure that they include information about how the public can access supplemental materials. Staff does not recommend any other changes at this time.

Integrated Pest Management Advisory Committee

The Integrated Pest Management Advisory Committee (IPMAC) lists six purposes in their bylaws. At a high level, they seek to promote a coordinated, countywide effort to implement IPM in a manner that is consistent with the Board-adopted IPM Policy. Broadly, they serve as a resource to help Department Heads and the Board of Supervisors review and improve existing pest management programs and the processes for making pest management decisions. Additionally, they make policy recommendations upon assessment of current pest issues and evaluation of possible IPM solutions.

Staff Comments/Recommendations

Staff for the IPMAC reports that bylaw changes are currently being reviewed. One (1) staff member from the Health Services Department provides ten (10) hours or less of staff support for the body per week. The IPMAC appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Library Commission

The Contra Costa County Library Commission was originally established in March 1991 for a two-year period and has since been reauthorized by both the Board of Supervisors and the Mayors Conference for continuance. The original purpose and responsibility of the Commission includes five parts: 1) To serve in an advisory capacity to the Board of Supervisors and the County Librarian; 2) To provide community linkage to the County Library; 3) To establish a forum for the community to express its views regarding the goals and operations of the County Library; 4) To assist the Board of Supervisors and the County Librarian to provide library services based on assessed public need; and 5) To develop and recommend proposals to the Board of Supervisors and

the County Librarian for the betterment of the County Library including, but not limited to, such efforts as ensuring a stable and adequate funding level for the libraries in the County.

Staff Comments/Recommendations

The Board of Supervisors, on March 30, 2021 extended the Library Commission through March 31, 2024, so the Commission has technically been sunset. However, the mayors of the county's 19 cities and towns unanimously approved, on April 4th, continuing the Library Commission for a new three-year term through March 31, 2027. Staff recommends that a three-year extension be granted by the Board.

Staff for the Library Commission reports that two (2) staff members from the Library provide around twenty-five (25) hours of staff support for the body per week. Staff for the Clerk of the Board's Office recommends that, in addition to posting agendas on the Library website, the Library Commission post agendas to the main County website.

Measure X Community Advisory Board

The Measure X Community Advisory Board (MXCAB) was established to advise the Board of Supervisors on the use of Measure X sales tax funds. It is responsible for overseeing regular written assessments of community needs, using as a starting point the priority areas identified in the original (2019) Needs Assessment, and updating every three years, or as needed, as determined by the Board of Supervisors. In this process, the MXCAB is responsible for determining the scope and methodology of the assessment to identify top community priorities and unmet needs. The MXCAB is responsible for using the assessment findings to develop general funding priorities to be recommended to the Board of Supervisors on any Measure X net revenues available for allocation. The MXCAB receives an annual report provided to the Board of Supervisors on the outcomes and impact of allocated funds. Additionally, the MXCAB is responsible for providing an annual self-assessment of their effectiveness during the past year.

Staff Comments/Recommendations

The MXCAB reports that one (1) staff member from the County Administrator's Office provides around eight (8) hours of staff support for the body per week. The MXCAB also reports that it has been difficult to consistently find labor representatives to attend meetings and that the in-person requirements are difficult and inequitable for some members such as the elderly, disabled, and low-income members. The MXCAB appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Racial Justice Oversight Body

Beginning in April 2017, the County's Racial Justice Task Force worked to identify racial and ethnic disparities in the County's local justice system and develop a set of recommendations aimed at reducing those disparities. On July 24, 2018, the Board of Supervisors accepted their report, which assists the County's efforts to reduce racial and ethnic disparities within the local criminal justice system, including a recommendation to create the Racial Justice Oversight Body (RJOB). The RJOB assists the County's efforts to reduce racial and ethnic disparities within the local criminal justice system.

Staff Comments/Recommendations

Staff for the RJOB reports that there has been difficulty achieving regular meeting attendance and quorum after the change to in-person meetings. They also note that several other challenges are being addressed through the Internal Operations Committee and Public Protection Committee. Staff reports that two (2) staff members provide around four (4) hours total of staff support for the body per week. The RJOB appears to be functioning as intended and in compliance with the County's administrative

policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

Sustainability Commission

The Sustainability Commission was established on November 15, 2016 to carry out three categories of responsibilities. First, the commission provides advice to staff and the Board of Supervisors on successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively. Second, the Commission advises the Board on opportunities to realize equity and fairness across the diverse communities of Contra Costa County in sustainability programs that support the Climate Action Plan. Third, the Commission provides suggestions to staff and the Board on how to better engage Contra Costa County residents and businesses on sustainability issues and implementation of the Climate Action Plan.

Staff Comments/Recommendations

Staff reports that one (1) to two (2) staff members from the Department of Conservation and Development provide about three and a half (3.5) hours of staff support for the body per week. The Sustainability Commission appears to be functioning as intended and in compliance with the County's administrative policies. Staff for the Clerk of the Board's Office does not recommend any changes at this time.

CONSEQUENCE OF NEGATIVE ACTION:

Should the Board not approve the recommendations, the County Library Commission would remain in sunset status and have no authorization to continue.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1587 **Agenda Date:** 6/4/2024 **Agenda #:** C.4.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: CalFresh Status Report

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT status report from the Employment and Human Services Department on CalFresh participation, updates on the CalFresh benefit enhancements and expansions, as well as outreach efforts, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The SNAP Program was originally referred to the Family and Human Services Committee (FHS) by the Board of Supervisors on February 15, 2011. This program was formerly known as Food Stamps and is currently known as the Federal Supplemental Nutrition Assistance Program (SNAP). In California, the name of the program is CalFresh.

EHSD has presented periodic status reports to the FHS related to concerns about extended wait times for benefits and the impact of the expansion of CalFresh benefits to SSI (Supplemental Security Income/Supplementary Payments) recipients. The last update was made to FHS on June 26, 2023 and the report was forwarded to the Board of Supervisors and approved at its September 12, 2023 meeting.

At the May 20, 2024 FHS meeting, EHSD staff provided an update on the CalFresh benefit enhancements and expansions and ongoing program outreach efforts. The Committee accepted the report and approved staff forwarding it to the Board of Supervisors for its information.

CONSEQUENCE OF NEGATIVE ACTION:

This report will not be received.

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

Building Brighter Futures Together

March 2023 – February 2024 CalFresh Report

April 15, 2024

Angela Bullock-Hayes, Workforce Services Director
info@ehsd.cccounty.us | 925-608-4800

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- Community Need
- Client Diversity
- Customer Service
- Legislation

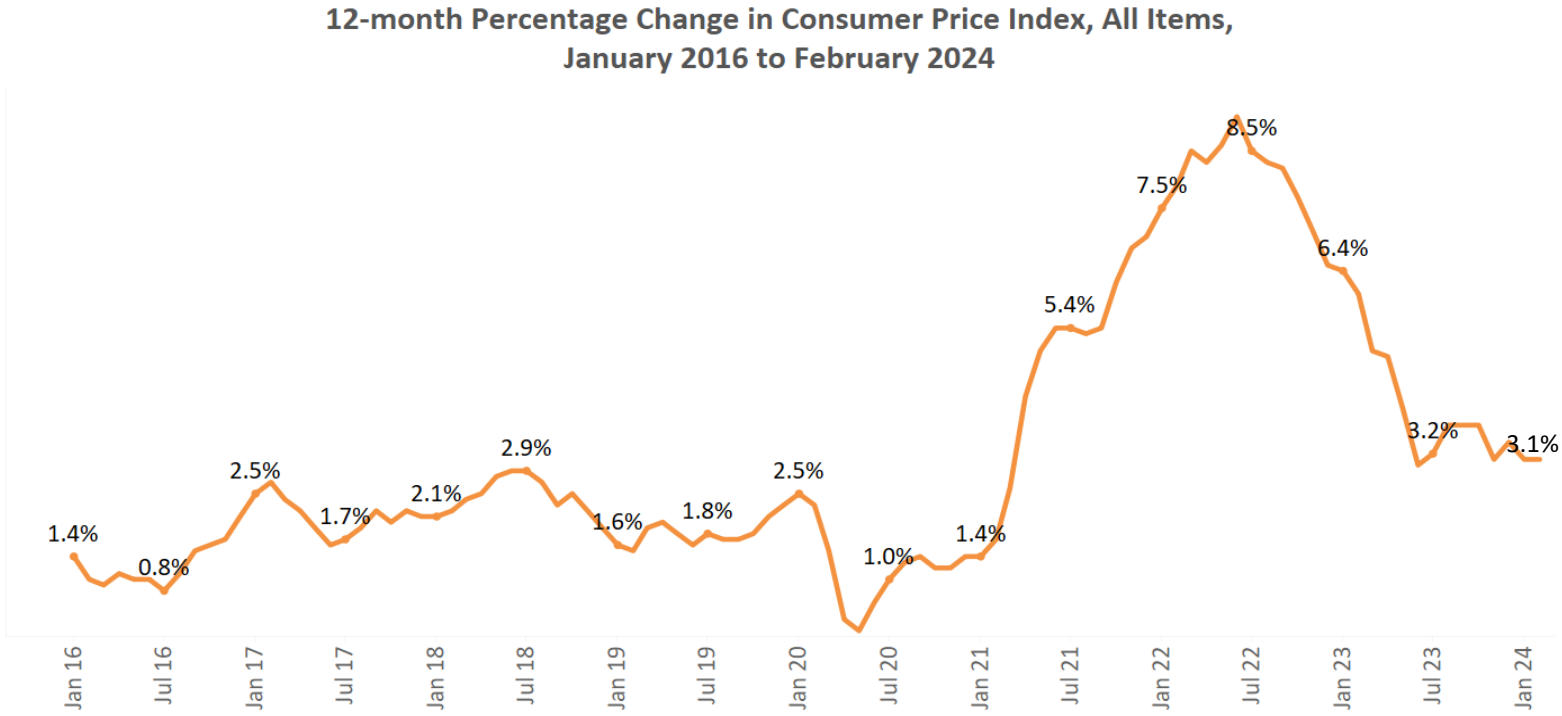
Building Brighter Futures Together

Community Need

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

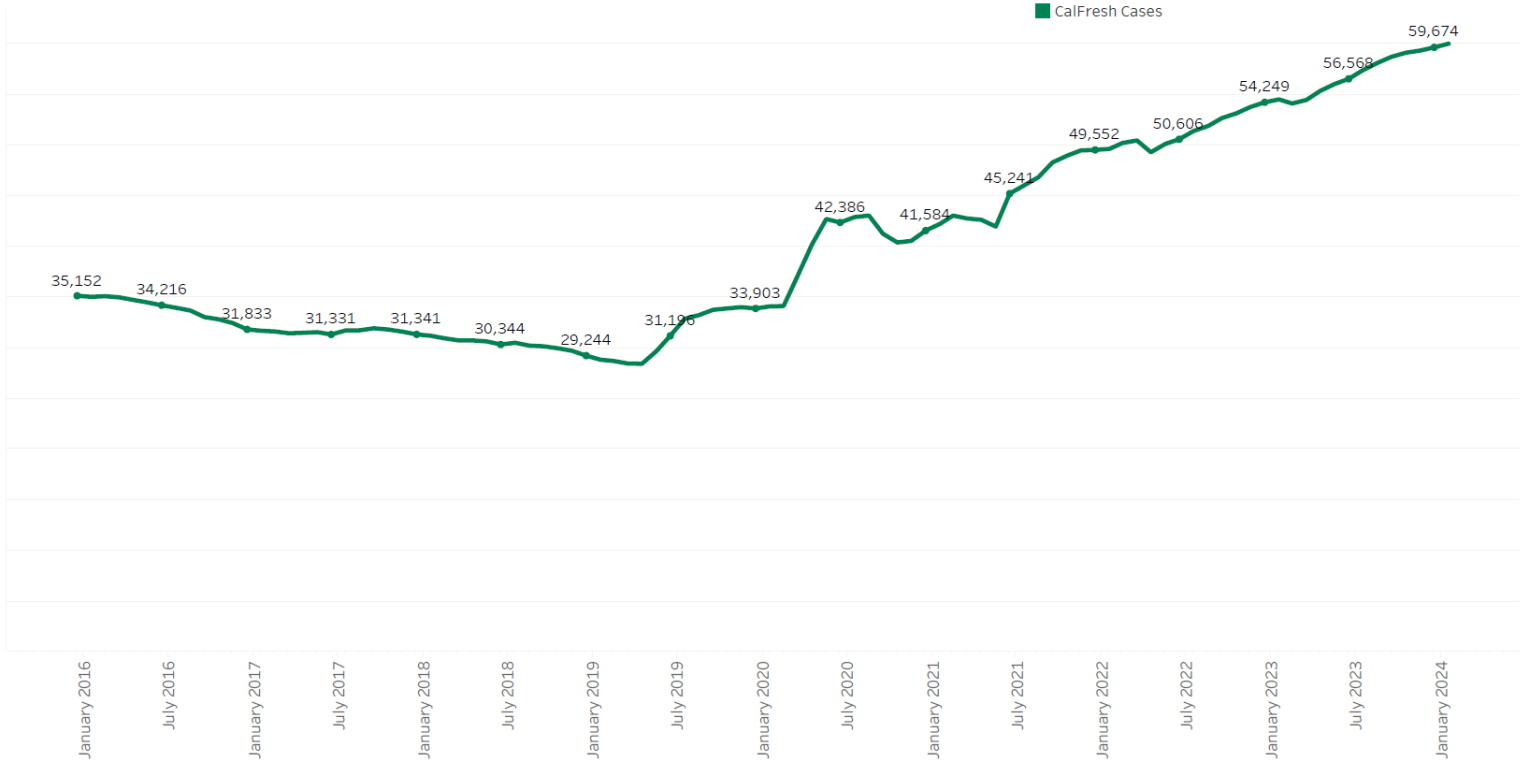
Consumer Price Index
January 2016 to February 2024



Data Source: Bureau Labor Statistics Consumer Price Index

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

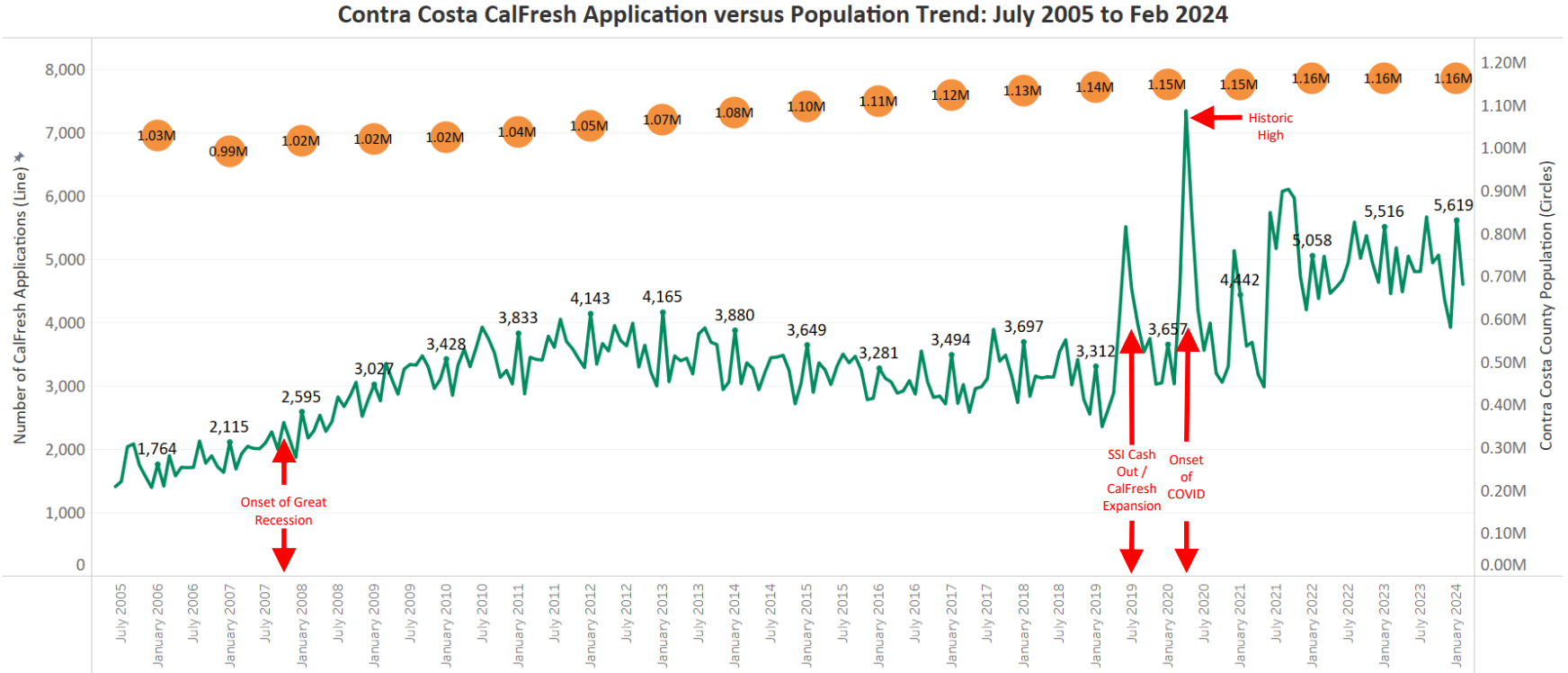
CalFresh Cases



Data Source: CalWIN: Jan 2016 – Feb 2023; CalSAWS: Mar 2023 – Feb 2024

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

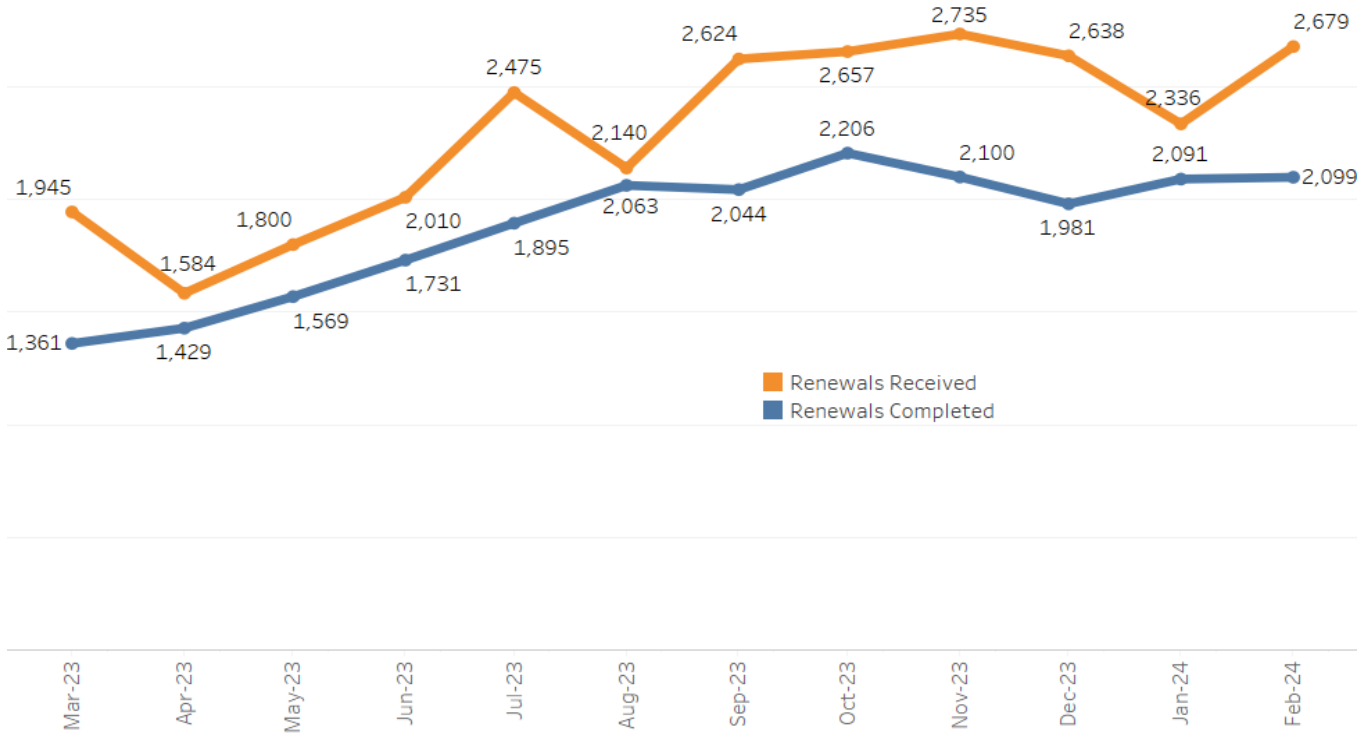
Application Trends July 2005 – February 2024



Data Source: CalSAWS; Census ACS 5-Year Table DP05 for Contra Costa population counts; Population counts for 2022 (latest available from Census) used for 2022, 2023, and 2024

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

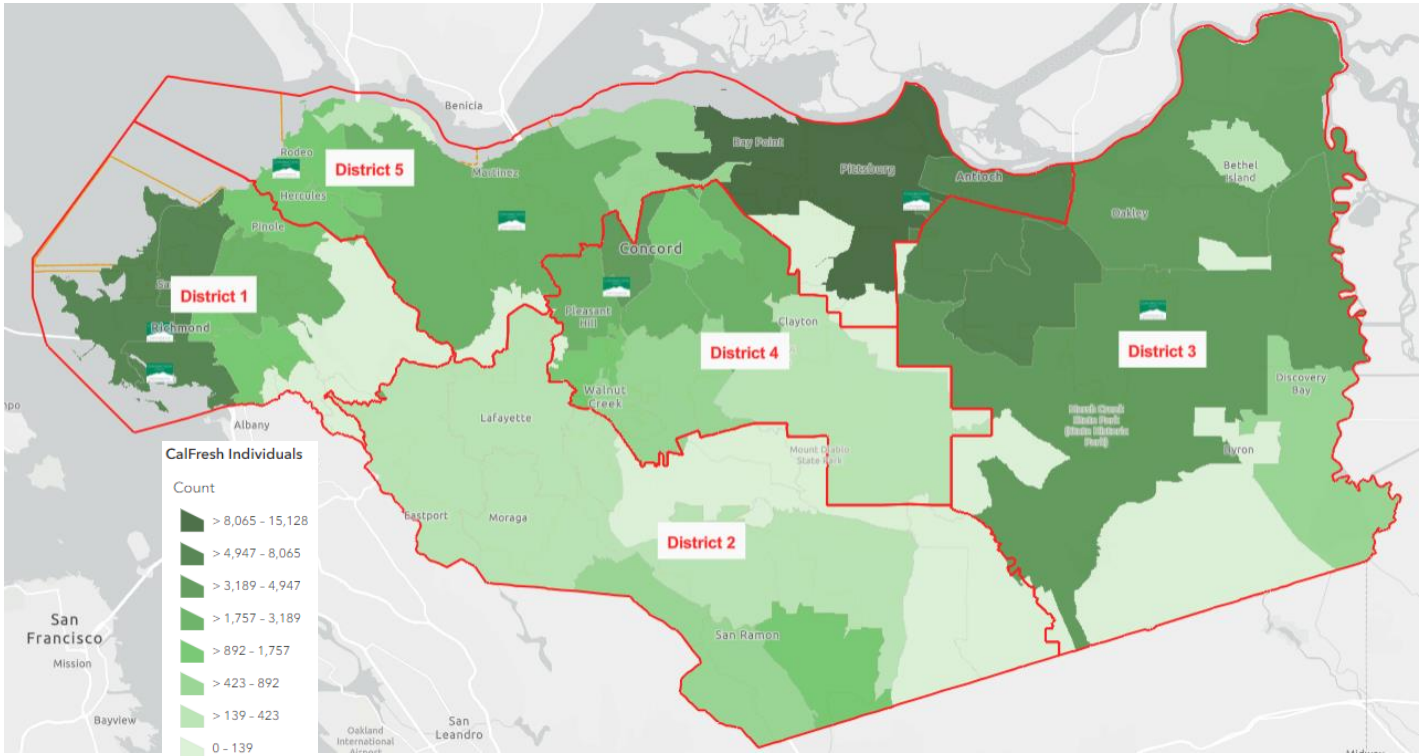
Renewals Processing
March 2023 - February 2024



Data Source: CalSAWS CalFresh Renewals Processing Report

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Individuals by District December 2023

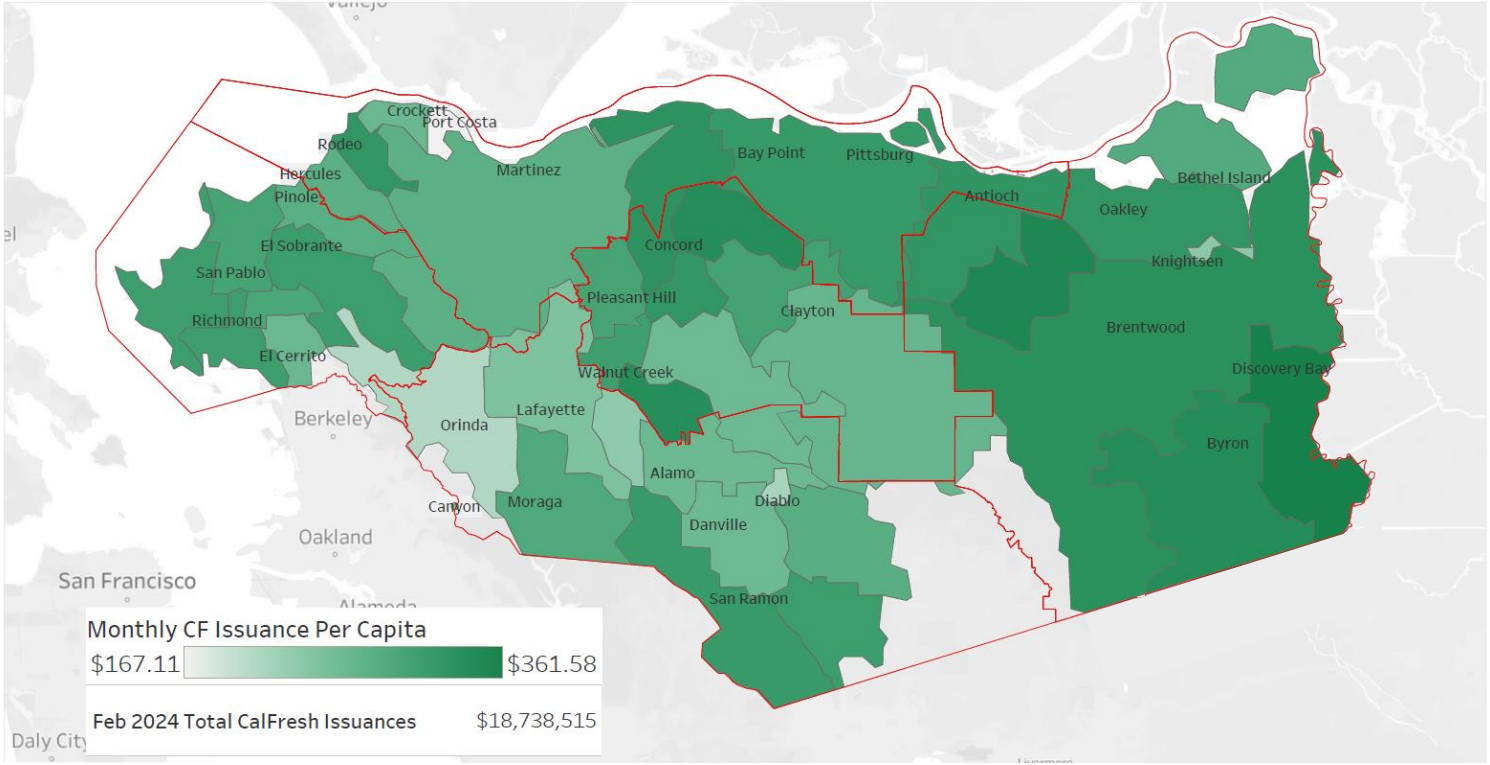


Data Source: CalSAWS

EHSD District Offices

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Issuances by District February 2024

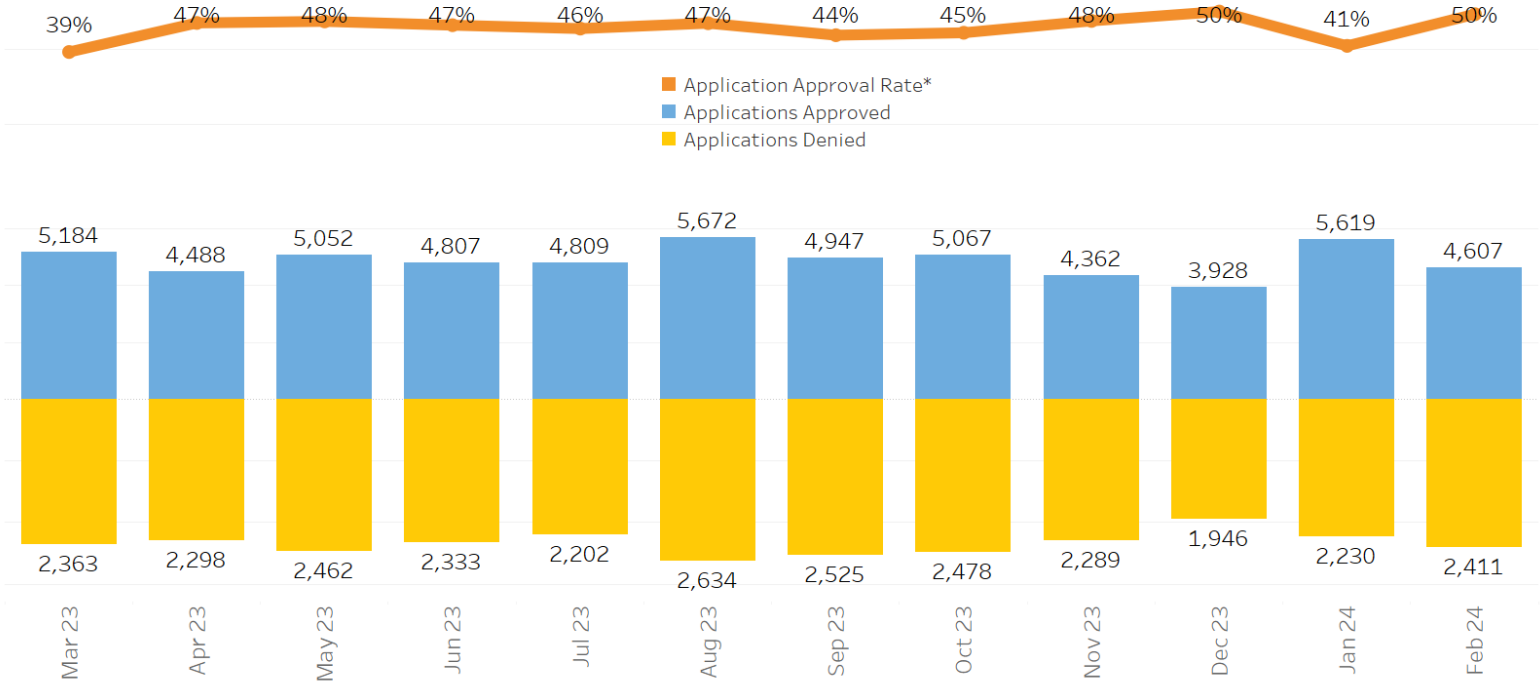


Data Source: CalSAWS

EHSD District Offices

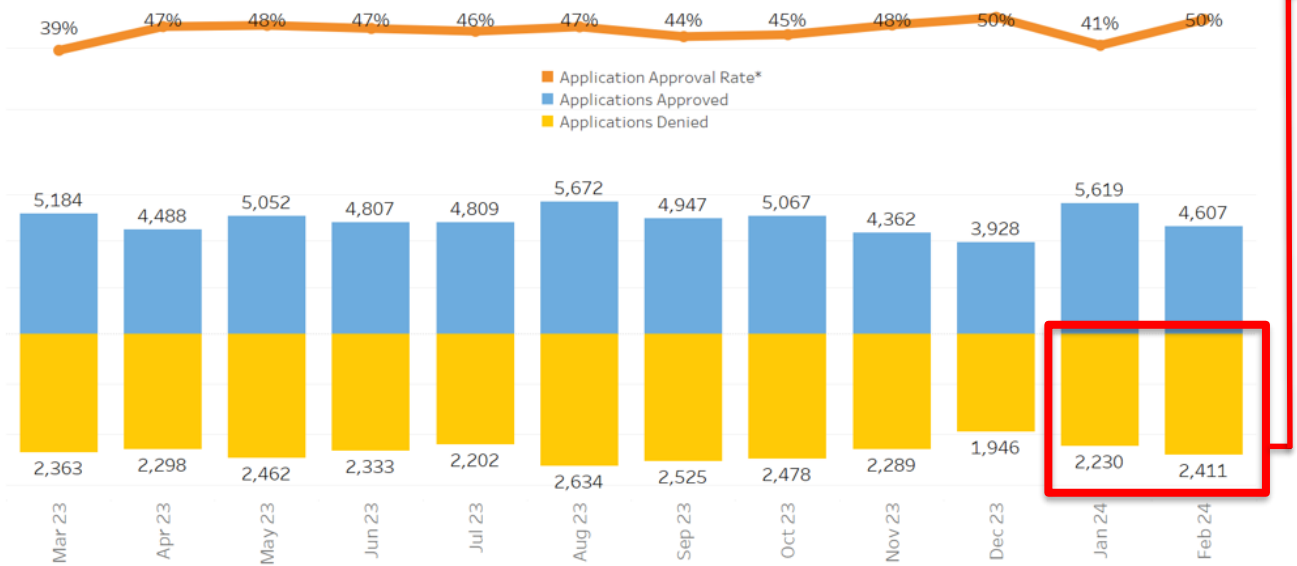
CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Application Approval Rate
March 2023 - February 2024



Note: Approval Rate is the number of CalFresh approvals in a given month divided by the number of CalFresh applications received in a month
Data Source: CalSAWS

Top Denial Reasons
March 2023 - February 2024



Top Denial Reasons
January and February 2024

Category	Jan 2024	Feb 2024
Missed CF Application Interview	620 (29%)	728 (31%)
Over Income	436 (20%)	437 (19%)
Failed to Complete Determination	322 (15%)	388 (16%)
Verbal Withdrawal	245 (12%)	243 (10%)
No Eligible Member	221 (10%)	211 (9%)

Note: Approval Rate is the number of CalFresh approvals in a given month divided by the number of CalFresh applications received in a month
Data Source: CalSAWS and eXemplar Executive Dashboard

Client Diversity

CONTRA COSTA COUNTY

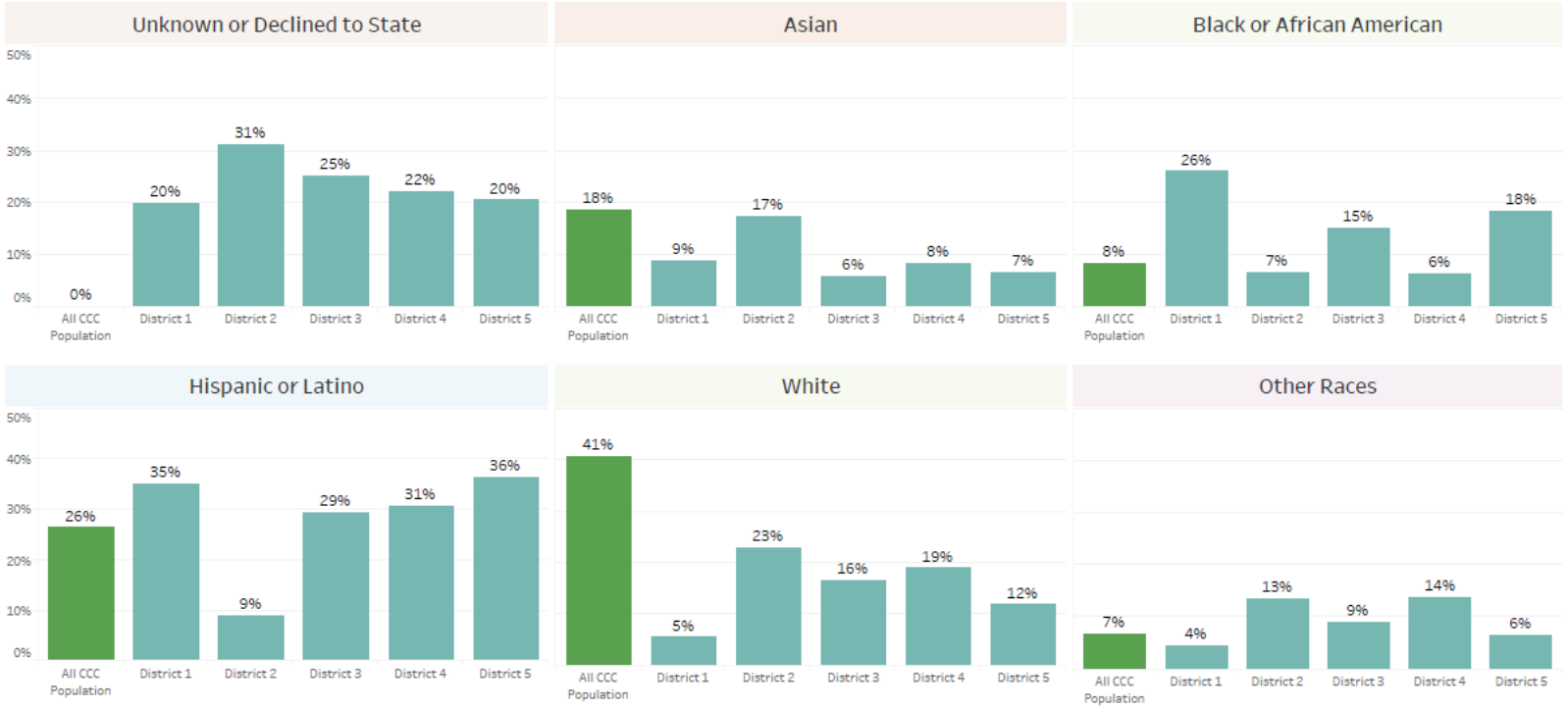
EMPLOYMENT & HUMAN SERVICES

Age: CalFresh Individuals February 2024

Data Source: CalSAWS

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Race: CalFresh Individuals February 2024



Data Source: CalSAWS

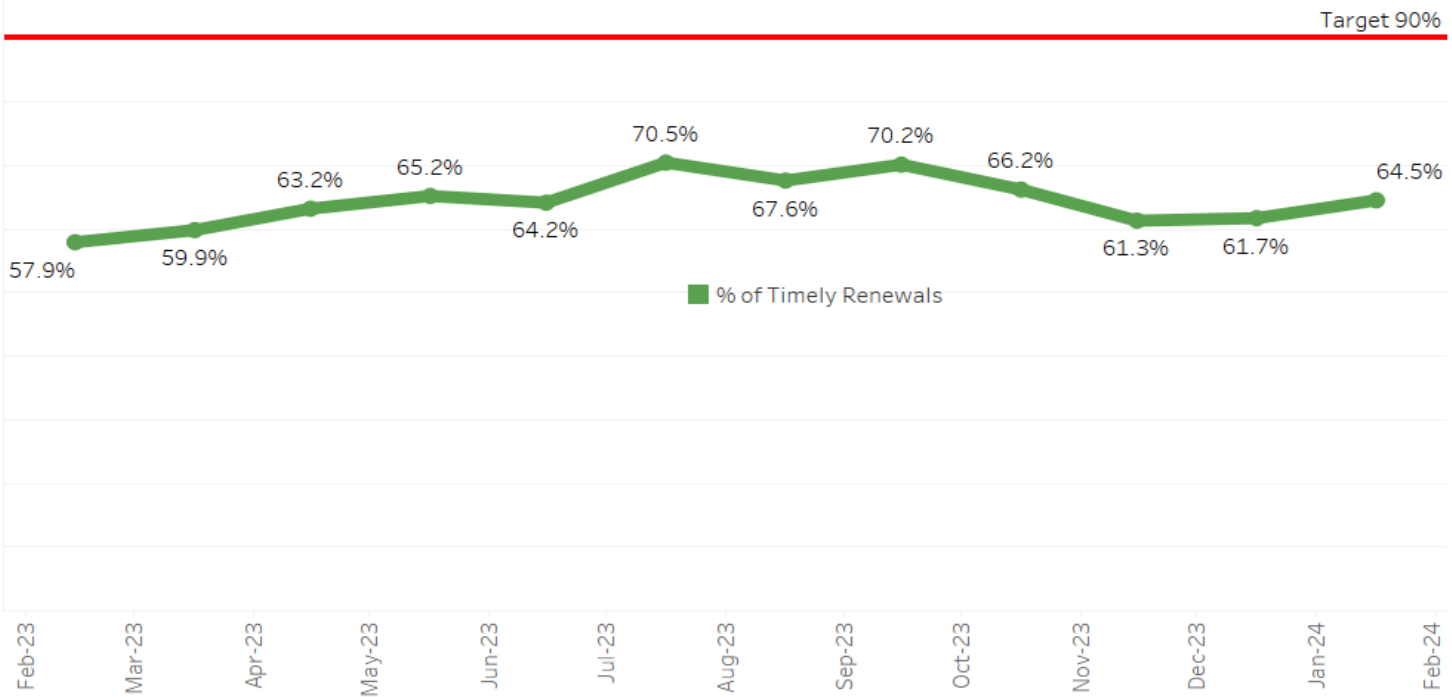
CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Customer Service

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

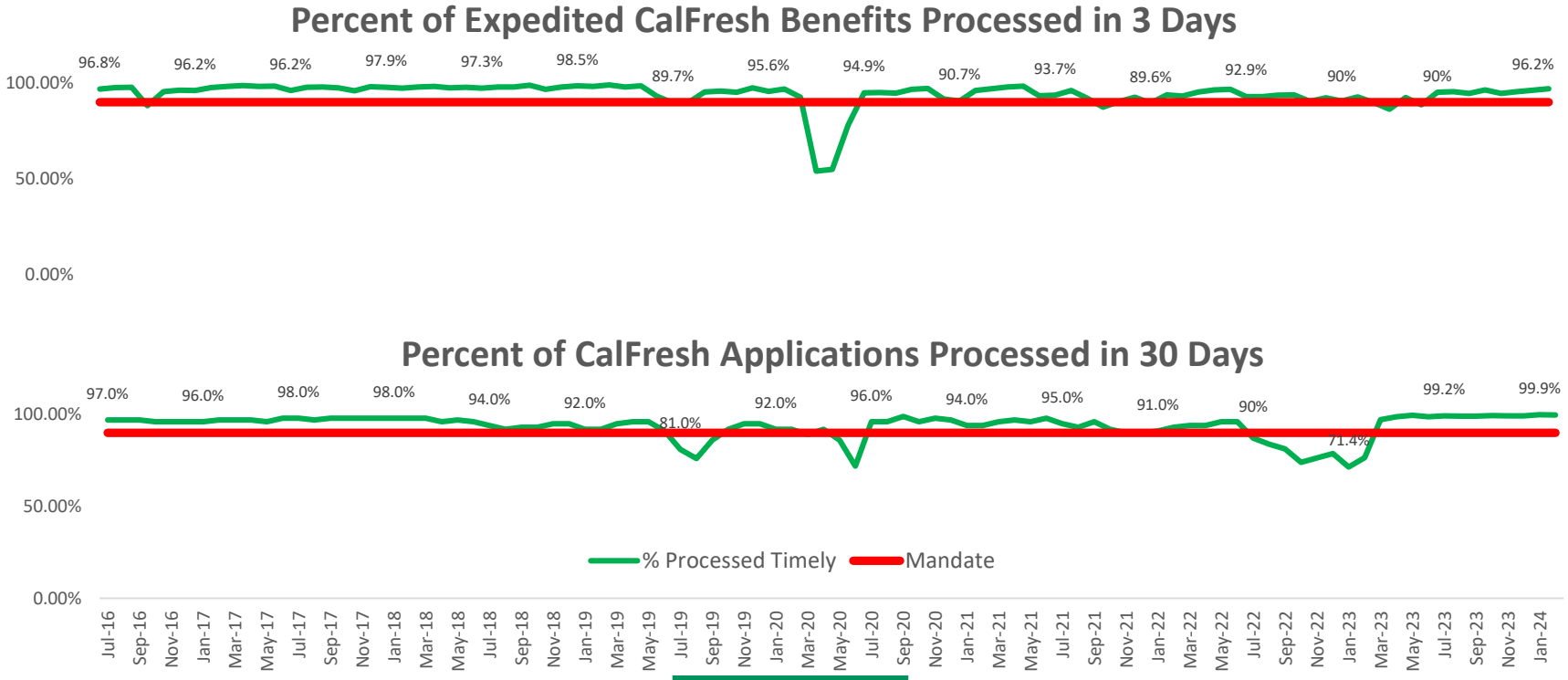
Renewals Processing Timeliness
March 2023 - February 2024



Data Source: : CalSAWS CalFresh Renewals Processing Report

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

CalFresh Applications Processing
July 2016 - February 2024



Data Source: CalWIN and CalSAWS

CONTRA COSTA COUNTY
EMPLOYMENT & HUMAN SERVICES

Higher Learning Institution Liaisons

AB 1326 required EHSD to designate a liaison to serve as a point of contact for any institutions of public higher education located within Contra Costa County

- EHSD participated in workgroup to write statewide implementation policy (ACIN I-85-22)
- EHSD Staff Liaison established
- Direct contact with higher learning institutions for questions or other support needed
- Partner with Los Medanos College, Diablo Valley College, and Contra Costa College

Legislation

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

Legislation

1. Fiscal Responsibility Act (FRA) of 2023: "Debt Ceiling Bill" H.R. 3746

SNAP (CalFresh) Provisions. All sunset October 1, 2030.

- Limits Exemptions for Able Bodied Adults without Dependents (ABAWDs) Subject to Work Requirements:
- Adds Exemptions for 3 New Groups
- Limits State Exemptions

2. Farm Bill Reauthorization 2023

- The current bill was extended through September 30, 2024.

Data Source:
1) HR3746, "Debt Ceiling Bill" Signed 6.3.23
2) Congressional Research Service (CRS) 2.29.24
3) HR 6363 (Farm Bill Extension) Signed 11.16.23

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES

Building Brighter Futures Together

Discussion

March 2023 – February 2024 CalFresh Report, April 15, 2024

Angela Bullock-Hayes, Workforce Services Director
info@ehsd.cccounty.us | 925-608-4800

File #: 24-1588 **Agenda Date:** 6/4/2024 **Agenda #:** C.5.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Approve Family and Human Services Committee Recommendations of FY 2024/25 Measure X Housing Funds for housing and homelessness related services

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE the Family and Human Services (FHS) Committee FY 2024/25 recommendations for the allocation of $3,850,000 in Measure X Housing Funds for housing related services and homelessness crisis response and intervention services.

2. AUTHORIZE the Conservation and Development Director, or designee, to execute a program agreement for the Measure X Housing Funds with Bay Area Legal Aid in the amount of $1,000,000 for the recommended activities in Attachment A, as approved by the Board of Supervisors.

3. AUTHORIZE the Health Services Director, or designee, to execute respective program agreements for the Measure X Housing Funds totaling $2,850,000 with the recommended organizations for the recommended activities in Attachment A, as approved by the Board of Supervisors.

FISCAL IMPACT:

No General Fund impact. Measure X funds are part of a countywide, 20-year 1/2 cent sales tax approved by Contra Costa County voters on November 30, 2020.

BACKGROUND:

Measure X is a countywide 20-year 1/2 cent sales tax approved by Contra Costa voters on November 3, 2020. The ballot measure language stated the intent of Measure X is "to keep Contra Costa's regional hospital open and staffed; fund community health centers, provide timely fire and emergency response; support crucial safety -net services; invest in early childhood services; protect vulnerable populations; and for other essential County services."

On November 16, 2021, the County Board of Supervisors approved allocating a portion of Measure X revenue to establish a new funding source to support the development of affordable housing and housing/homelessness related activities, now known as the Measure X Housing Fund (MX Housing Fund). The Board of Supervisors approved and committed $10 million of Measure X funds for Year One and $12 million on an annual basis thereafter for the MX Housing Fund.

On September 20, 2022, the Board of Supervisors approved and authorized the County's Health Services Department-Health, Housing, and Homelessness Division (H3) and the Department of Conservation and Development (DCD) to administer the MX Housing Fund, with H3 administering 25 percent of the overall MX Housing Fund and DCD administering 75 percent of the MX Housing Fund.

On June 13, 2023, the Board of Supervisors approved the first year (Year One) of MX Housing Funds for housing/homelessness related service activities.

Two-Year Funding Cycle and Application Process

On November 7, 2023, the Board of Supervisors approved establishing and implementing a two-year funding cycle beginning with the Year One and Year Two MX Housing Funds (FY 2023/24 and FY 2024/25). Therefore, the housing/homelessness related services recommendations that were approved for Year One funds would be recommended and awarded for Year Two (FY 2024/25) funding in the same or similar amount, contingent on the availability of funds, satisfactory performance of the awarded service programs, and the completion and submittal of a renewal application.

H3 and DCD released a Request for Proposals (RFP) for Year Two funds on December 21, 2023. Since the Board of Supervisors approved a two-year funding cycle for the services portion of the MX Housing Fund, the RFP process for housing/homelessness related services required the service providers that were awarded Year One funds to submit a renewal application so they could renew and be recommended and awarded Year Two funds in approximately the same or similar amount. In addition to the renewal applications, the RFP did allow for service providers to apply for new services and was also open to service providers that were interested in applying for one-time funding for innovation and capacity building projects.

The amount available to be allocated for Year Two housing/homelessness related services is $3.85 million, which is 30 percent of the total MX Housing Fund available for Year Two. The other 70 percent balance of the MX Housing Fund was dedicated to assist with financing affordable housing development projects, which is being distributed through a separate RFP that was solely released by DCD in October 2023, and recommendations for those funds will be considered by the Board of Supervisors on June 25, 2024.

In addition to the MX Housing Fund, additional funding sources available through H3 for homelessness services/crisis response and intervention were included in the RFP. The additional non-Measure X funding programs include Homeless Housing Assistance and Prevention (HHAP) Program via the California Interagency Council on Homelessness (Cal ICH), Housing Disability Advocacy Program (HDAP) via the California Department of Social Services, and Contra Costa County Probation. These additional non-Measure X funding sources total $4,397,700 and are solely administered by H3. The approval of the respective contracts with the respective organizations for these non-Measure X funds will be considered at a later meeting by the Board of Supervisors.

In total, 26 service applications (renewal applications, new service applications, and one-time innovation/capacity building applications) were submitted by the February 2, 2024 deadline, and staff proceeded to review and assess the applications during the months of February through April 2024. DCD and H3 staff jointly developed recommendations and recommended MX Housing Funds to 16 applicants. On May 15, 2024, DCD and H3 notified applicants of staff's funding recommendations. The MX Housing Funds for housing/homelessness related services are referred to the County's Family and Human Services Committee prior to consideration by the Board of Supervisors.

Family and Human Services Committee Meeting

On May 20, 2024, the County's Family and Human Services (FHS) Committee met to consider staff recommendations on the MX Housing Funds for housing/homelessness related services. No public comments on the recommendations were submitted or provided at the meeting. The FHS Committee approved the MX Housing Fund recommendations as presented by staff and directed staff to forward the recommendations to the Board of Supervisors for final consideration. The MX Housing Fund recommendations approved by the FHS Committee are included in Attachment A.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action will prevent or delay the recommended housing and homelessness services from being provided to residents in the County. The applicants would have to seek other funding sources, which could jeopardize or delay the services from being provided.

Family and Human Services Committee Recommendations: Measure X Housing Funds
YEAR 2 (FY 2024/25)

Agency	Total project request	Application Category (Renewal, Capacity Building, or New Project)	Measure X[1]	HHAP[2]	HDAP[3]	Probation	Total
				Additional funding sources available through H3			
				Approval of these funds to be considered by the Board on a later date.			
A Place to Call Home	$ 75,000.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
BACR	$ 679,565.00	New Project	**$ 300,000.00**	$ -	$ -	$ -	$ 300,000.00
BACS/Bay Area Legal Aid (collaborative)	$ 4,835,241.00	Renewal	**$ 1,968,200.00**	$ 750,000.00	$ -	$ -	$ 2,718,200.00
Collaborising	$ 150,000.00	New Project	**$ -**	$ -	$ -	$ -	$ -
Genesis Church	$ 99,999.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
GRIP	$ 580,550.00	Renewal	**$ 103,000.00**	$ -	$ -	$ -	$ 103,000.00
Hope Solutions	$ 3,294,000.00	Renewal	**$ 206,000.00**	$ -	$ 1,949,700.00	$ 1,692,000.00	$ 3,847,700.00
Impact Justice	$ 82,500.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
Lao Family Community Development	$ 521,036.00	Renewal	**$ 412,000.00**	$ -	$ -	$ -	$ 412,000.00
Loaves and Fishes	$ 67,430.00	New Project	**$ -**	$ -	$ -	$ -	$ -
Love Never Fails	$ 60,237.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
Make It Home Bay Area	$ 99,985.00	Capacity Building	**$ 50,000.00**	$ -	$ -	$ -	$ 50,000.00
Monument Crisis Center	$ 200,000.00	New Project	**$ -**	$ -	$ -	$ -	$ -
Mount Diablo Unified School District	$ 50,000.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
NAMI Contra Costa	$ 99,999.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
Rainbow Community Center	$ 99,999.00	Capacity Building	**$ 50,000.00**	$ -	$ -	$ -	$ 50,000.00
Resources for Community Development	$ 194,743.00	New Project	**$ 195,000.00**	$ -	$ -	$ -	$ 195,000.00
Root and Rebound	$ 60,441.00	Capacity Building	**$ -**	$ -	$ -	$ -	$ -
SHARE Community	$ 99,999.00	Capacity Building	**$ 50,000.00**	$ -	$ -	$ -	$ 50,000.00
Shelter Inc.	$ 2,000,000.00	New Project	**$ 55,300.00**	$ -	$ -	$ -	$ 55,300.00
SoS	$ 99,920.00	Capacity Building	**$ 50,000.00**	$ -	$ -	$ -	$ 50,000.00
STAND!	$ 150,000.00	Renewal	**$ 104,030.00**	$ -	$ -	$ -	$ 104,030.00
SVDP	$ 577,856.00	New Project	**$ -**	$ -	$ -	$ -	$ -
The Bay Church	$ 71,100.00	Capacity Building	**$ 50,000.00**	$ -	$ -	$ -	$ 50,000.00
White Pony Express	$ 150,000.00	Renewal	**$ 154,500.00**	$ -	$ -	$ -	$ 154,500.00
Winter Nights	$ 99,999.00	Renewal	**$ 101,970.00**	$ -	$ -	$ -	$ 101,970.00
Total	$ 14,499,599.00		**$ 3,850,000.00**	$ 750,000.00	$ 1,949,700.00	$ 1,692,000.00	$ 8,241,700.00

[1]Measure X recommendations are tentative pending approval from the Board of Supervisors; [2]Homeless, Housing, Assistance, and Prevention Program; [3]Housing and Disability Advocacy Program

Proposed Project Descriptions
FY 2024/25 Measure X Housing Fund – Housing/Homelessness Related Services

Agency	Proposed Project Descriptions
A Place to Call Home	Refers justice-impacted individuals who are at risk or experiencing homelessness to reentry programs and provides pre-release services. Capacity building in data, technology, grant writing, and staffing.
Bay Area Community Resources	Sustain homeless prevention and rapid rehousing services which includes case management, linkages to services, financial assistance, and career coaching.
BACS/Bay Area Legal Aid (collaborative)	Sustain homelessness prevention and eviction prevention services that encompass emergency financial assistance, legal services, outreach, and supportive services.
Collaborising	Black Homeless Support program to assist people experiencing homelessness develop a personal roadmap for housing transition. Capacity building to support grant writing and board development
Genesis Church	Expand Operation Hope services to families experiencing homelessness to secure stable housing and increase Grocery Share program.
GRIP	Sustain emergency shelter program that provides residents with case management, financial literacy, and housing stability resources.
Hope Solutions	Measure X funding to renew Permanent Supportive Housing project. Additionally, sustaining rapid rehousing services provided to clients enrolled in HDAP[1] and Contra Costa Probation (no Measure X funding in these programs).
Impact Justice	Implement Salesforce Customer Relationship Management (CRM) system and database for the Homecoming Project (THP) which is a housing model specifically for those returning home after a long (10+ year) prison sentence.
Lao Family Community Development	Increase staffing of Measure X project to streamline processes and coordination. Funding would provide training opportunities for staff with lived experience of homelessness.
Loaves and Fishes	The proposed project would expand the Meal Program via a Mobile Delivery Unit and Culinary Arts Training.
Love Never Fails	Implementation of a new Science, Tech, Engineering, Art, Agriculture and Math (STEAAM) curriculum for I AM Youth Art House residents who are women and girls that have experienced trafficking.
Make It Home Bay Area	Pilot program for furniture donation, pick up/delivery services to unhoused individuals and families transitioning into housing who do not have the means to furnish a home. Will offer trauma informed care training for staff and volunteers.
Monument Crisis Center	Homelessness prevention services including rental assistance to low-income residents.
Mount Diablo Unified School District	Provide bikes, helmets, and bike locks to 250 students and/or caregivers experiencing homelessness to increase access to transportation.
NAMI Contra Costa	Enhance Leave No One Behind program serving African American individuals in Antioch with behavioral health challenges and chronic homelessness.
Rainbow Community Center	Provide mediation services to LGBTQIA+ youth experiencing or at-risk of homelessness and their families with the goal of resolving housing instability/homelessness. Provide training to community partners.

[1]Housing and Disability Advocacy Program

Agency	Proposed Project Descriptions
Resources for Community Development	Permanent Supportive Housing services previously funded through U.S. Department of Housing and Urban Development (HUD) at the Idaho Apartments for chronically homeless households.
Root and Rebound	Continue Year 1 Measure X activities providing legal services for systems-impacted people experiencing housing insecurity and homelessness.
SHARE Community	East County Basic Needs Services - Hire staff to increase volunteer recruitment capacity, strengthen infrastructure, and expand full-service Mobile Shower program in East County.
Shelter Inc.	Sustain Rapid Rehousing program, Mountain View Family Shelter, and implement new Eviction Prevention program.
Safe Organized Spaces	West County Basic Needs Services - Pilot Warm Hand Wellness and Resource Center at Elisabeth Missionary Baptist in Richmond as a drop-in space for unhoused and recently housed individuals to experience community, access housing and health referrals, job readiness and wellness activities and resources.
STAND!	Expansion project to sustain staffing and accelerate critical repairs to shelter. Applicant expects a 43% increase in client services from last year.
St. Vincent de Paul	Homelessness prevention and organizational capacity building to hire and train staff to participate in the Homeless Management Information System (HMIS).
The Bay Church	Central County Basic Needs Services - Expand access to Clean Start Homeless Outreach – Shower Trailer/Mobile Resource Center program in East and Central County.
White Pony Express	Sustain access to basic necessities including healthy food and survival essentials such as coats, endurance gear, sleeping bags, backpacks with nutrient-rich snacks, toiletries and contact information for homeless resources.
Winter Nights	Expand organizational capacity, staff training and development, administrative support, and direct financial assistance to support growth of the Winter Nights Family Shelter Program, Safe Parking Program, Oasis Day Center, and Continued Success Program.

[1]Housing and Disability Advocacy Program

File #: 24-1589 **Agenda Date:** 6/25/2024 **Agenda #:** C.6.

To: **Board of Supervisors**

From: Legislation Committee

Report Title: ADOPT an OPPOSE on Initiative #1935

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a position of "Oppose" on Initiative #1935, referred to as the "Taxpayer Protection and Government Accountability Act," as recommended by the Legislation Committee.

FISCAL IMPACT:
Initiative #1935, referred to as the "Taxpayer Protection and Government Accountability Act," would severely restrict the ability of local governments to obtain the revenue needed to deliver core public services and local priorities. Initiative #1935 would impose new standards retroactively on existing laws and measures, endangering upwards of $300 million in revenue already approved by county voters (statewide) and upwards of $2 billion total for local governments. For more information, see Attachment C.

BACKGROUND:

In March 2022, the CSAC Board of Directors voted to oppose Initiative #1935, titled the "Taxpayer Protection and Government Accountability Act," because it would restrict the ability of the state, counties, other local agencies, and the electorate to approve or collect taxes, fees, and other revenues, and endanger local initiatives that have already been approved by voters.

At their May 20, 2024 meeting, the Legislation Committee voted to recommend a position of 'Oppose" on the Initiative.

The "Taxpayer Protection and Government Accountability Act," referred to as "Initiative #1935," or the "TPA," would revise the California Constitution to restrict the ability of the state, counties, other local agencies, and the electorate to approve or collect taxes, fees, and other revenues. Collectively, the impacts of the measure would impair essential government functions.

The measure would require voter approval of all state taxes, redefining many existing administrative fees as taxes that require voter approval and requiring voters to approve any changes to state taxes imposed by the California Legislature. It would further restrict local fee authority by limiting fee amounts to the "minimum amount necessary" to provide government services, and would require voter approval for local measures such as franchise fees. Its provisions would make it easier to challenge local revenue measures by increasing the

burden of proof on local agencies while disallowing an agency's characterization of a measure from being considered in court.

The measure would prohibit county charter amendments that provide for any revenue from being submitted to the electorate. It would also disallow local agencies from placing advisory measures on the same ballot as any general revenue measure and would raise the threshold for voter approval of local revenue measures proposed by initiative to two-thirds.

The proposed constitutional initiative is sponsored by the California Business Roundtable, an association composed of executives for the largest corporations in California. However, the measure has been funded primarily by a small few of those member corporations and, in February 2024, several of the association's members placed an advertisement requesting the sponsors to remove the measure from the ballot.

The California Attorney General has titled the measure: "LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT."

The official summary is as follows:

"For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on the same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.**" (See Attachment A for full text of Ballot Initiative and Attachment B for the Title and Summary.)

The measure would apply retroactively to any local measure or state law passed since January 1, 2022, allowing only a twelve-month period for the state or local governments to re-ratify the measures.

In September 2023, Governor Newsom petitioned the California Supreme Court to review the measure, asserting that it would be a revision of the California Constitution, rather than an amendment, and therefore would require a constitutional convention to make the changes sought by the measure's sponsors. The Governor also asserted the measure would impair essential government functions.

In January 2024, CSAC, as part of a coalition of local government entities and associations, filed an amicus brief in support of the Governor and Legislature in their petition to the California Supreme Court to deem the California Business Roundtable's ballot measure as a constitutional revision that would impair essential government functions, and therefore ineligible for the November 2024 ballot.

On May 8, the California Supreme Court heard oral argument in the case Legislature of the State of California v. Weber (S281977). The government officials asked the Court to declare the measure unconstitutional and to order that it be withheld from the ballot this November. In particular, oral argument focused on the appropriateness of pre-election, versus post-election, review; whether or not the Court could sever any invalid provisions as opposed to invalidating the entire measure; and whether or not requiring statewide voter approval of all state taxes would be a revision. The case was ordered submitted at the end of argument, and a decision is

due within 90 days. Given the deadline for measures to qualify for the ballot is June 27, the State Petitioners have requested expedited consideration of the case. Conventional wisdom is probably that a decision will be rendered on or before the June 27 date.

Analysis
Under current law, local revenue authority is limited by both statute and several voter-approved constitutional provisions, including those added by Proposition 13 (1978), Proposition 218 (1996), and Proposition 26 (2010). Due to these restrictions, counties have become more dependent on state and federal funding. These restrictions, combined with other factors, cause the taxes counties rely on for general revenues not to keep pace with population and economic growth.

Changes under Ballot Initiative

The purpose of the ballot measure is to make it more difficult for counties, cities, schools, special districts, and the state to raise revenue by any means. It places new and increased restrictions on every manner of revenue measure and narrows exceptions to its most onerous requirements. Its provisions are so broad that while the proponents cite specific examples they are targeting for change, the measure would no doubt have many unintended consequences.
The effect will be to increase county costs, reduce tax and fee revenue for counties, subject *de rigueur* charges such as franchise fees to voter approval requirements, and open more government actions to legal challenges while simultaneously making those challenges more difficult to defend against. Further, as is the case with many ballot measures, it would write into the California Constitution contradictory and confusing language that cannot be changed or clarified without another future ballot measure that receives voter approval.

The fundamental provision of the proposed initiative would be to designate every levy, charge, or exaction of any kind imposed by the state or a local agency as either a tax or an "exempt charge." Every revenue measure not defined as an exempt charge would be subject to voter approval requirements, some of which the initiative newly imposes or increases.

The list of exempt charges includes charges for the actual cost of a government service (such as utilities), charges for the regulatory costs of issuing licenses and performing related inspections and audits, charges for the lease or sale of government property, fines and penalties to punish violations of law, charges for tourism promotion, health care charges to increase Medi-Cal reimbursement rates, and, for local agencies, charges imposed as a condition of property development.

As proposed, every state and local revenue measure not defined as an exempt charge would need to be submitted to the voters for approval. Those measures would be required to include in both the title and summary and the ballot label the type and amount or rate of the tax, the duration of the tax, and the use of the revenue derived from the tax. In the case of local general taxes, the phrase "for general government use" would be required and it would be prohibited to include an advisory measure on the same ballot to determine how the electorate would like to see those revenues used.

Local voter initiatives that impose special taxes are currently subject to lower voting thresholds than those initiated by county and city governing boards. This measure would increase those thresholds from a majority vote to two-thirds.

This initiative would retroactively cancel other revenue measures passed by voters or approved between January 1, 2022, and the time this initiative goes into effect, if they do not comply with this measure's

provisions, even if they complied with all laws in effect at the time they passed. The proposed initiative would give those cancelled revenue measures twelve months to re-comply. However, local tax measures can only be put to voters at regular elections where governing board members can also be elected, unless the governing board unanimously calls a special election, and no regular elections would take place in the twelve months after the initiative would take effect.

The initiative reduces counties' home rule authority by prohibiting certain types of amendments to county charters from even appearing before the voters. Whether they are proposed by the Board of Supervisors or by voters themselves, any charter amendment that provides for the imposition, extension, or increase of a tax, fee, charge, or exaction of any kind whatsoever would be prohibited.

One provision of the measure allows fines and penalties to be imposed by the judicial branch of government or imposed by a local administrative enforcement agency to punish violations of law, without voter approval. However, another section of the measure says that, notwithstanding any other provision of the Constitution, only the governing body of a local government acting by ordinance, or an elector exercising the initiative power, can impose any kind of charge without voter approval. The measure specifically prohibits any tax or fee regulating or related to vehicle miles traveled imposed as a condition of property development or occupancy.

For most local fees, the measure would prohibit them from exceeding the "actual cost" and defines actual cost to "the minimum amount necessary," exposing counties to litigation and judicial second guessing about whether the county could have chosen a lower level of service or whether it could have achieved the result at a lower cost by other means.

The proposed measure would increase the burden of proof on local agencies to prove that a revenue measure is not subject to voter approval requirements-and that the amount of the charge is reasonable and does not exceed the "actual cost," or "minimum amount necessary"-from a preponderance of evidence to clear and convincing evidence. Furthermore, the measure prohibits a court from considering how a local agency describes, or characterizes, a revenue measure in making its determination, whereas the use of the funds would be required to be a factor in that determination.

At the state level, the measure would require all state taxes to receive voter approval, in addition to the current requirement for two-thirds approval of both houses of the Legislature, effectively revoking the Legislature's powers to levy new or increased taxes. Any increase or imposition of any non-tax charge, however minor, would require approval of the Legislature if it results in any taxpayer paying a higher amount. This requirement would apply to everything from bar exam fees to State Fair ticket prices to any charge for a map, shirt, or deck of cards for sale at a state park. And due to the restrictions on the use of revenue from exempt charges, revenue from map, shirt, and playing card sales at state parks could not be used to support the maintenance of the park, but only to reimburse the minimum amount necessary to provide that map, sticker, or deck of cards to the purchaser.

On the whole, the measure will limit local revenue, imperil existing revenue and laws, subject local governments to the risk of litigation, and limit the ability of governments to defend themselves in court.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not have an official position on the Initiative.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF OPPOSITION TO INITIATIVE #1935

WHEREAS, counties deliver core public services including health care, homeless services, foster care, emergency response, fire protection, and law enforcement; and

WHEREAS, counties rely on limited sources of revenue to support those services, which have been restricted by passage of voter-approved constitutional amendments and state laws over the past several decades; and

WHEREAS, Initiative #1935, referred to as the "Taxpayer Protection and Government Accountability Act," would severely restrict the ability of local governments to obtain the revenue needed to deliver core public services and local priorities; and

WHEREAS, Initiative #1935 would likely subject county governments to expensive litigation and restrict the ability of local governments to defend themselves; and

WHEREAS, Initiative #1935 would restrict the ability of counties to seek the opinions of their voters by eliminating the ability for local governments to place advisory measures on the same ballot as general tax provisions; and

WHEREAS, Initiative #1935 would prohibit county charter amendments that provide for any revenue from being submitted to the electorate; and

WHEREAS, Initiative #1935 would impose new standards retroactively on existing laws and measures, endangering upwards of $300 million in revenue already approved by county voters and upwards of $2 billion total for local governments; and

WHEREAS, by making the changes described above, Initiative #1935 would impair essential government functions; and

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County hereby opposes Initiative #1935, known as the "Taxpayer Protection and Government Accountability Act,"; and

THEREFORE BE IT FURTHER RESOLVED, that Contra Costa County can be listed as a member of the No on Initiative #1935 coalition, a diverse coalition of local governments, public safety organizations, business, labor, and other organizations throughout the state.

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21-0042 Amdt. # 1

January 4, 2022

RECEIVED
JAN 04 2022
INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 – Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,

Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than $234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3*(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.*

(b)(1) ~~(a)~~ Any change in state ~~statute~~ *law* which results in any taxpayer paying a *new or* higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, *and submitted to the electorate and approved by a majority vote,* except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. *Each Act shall include:*

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section *and in Section 9 of Article II*, "tax" means *every* ~~any~~ levy, charge, or exaction of any kind imposed by ~~the State~~ *state law that is not an exempt charge.* ~~except the following:~~

(e) As used in this section, "exempt charge" means only the following:

~~(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.~~

(1) ~~(2)~~ A *reasonable* charge ~~imposed~~ for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the ~~reasonable~~ *actual* costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge ~~imposed~~ for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A *reasonable* charge ~~imposed~~ for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine~~,~~ *or* penalty, ~~or other monetary charge~~ *including any applicable interest for nonpayment thereof,* imposed by the judicial branch of government or ~~the State, as a result of~~ *a state administrative enforcement agency pursuant to adjudicatory due process, to punish* a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(c)~~ Any tax or exempt charge adopted after January 1, *2022* ~~2010~~, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted ~~by the Legislature and signed into law by the Governor~~ in compliance with the requirements of this section.

(g)(1) ~~(d)~~ The State bears the burden of proving by ~~a preponderance of the~~ *clear and convincing* evidence that a levy, charge, or other exaction is *an exempt charge and* not a tax. *The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.* ~~, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

~~that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity~~

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(c) ~~(a)~~ "General tax" means any tax imposed for general governmental purposes.

(d) "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

(e) ~~(b)~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity*, or an elector pursuant to Article II or the initiative power provided by a charter or statute*.

(f) "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

(g) ~~(c)~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

(h) ~~(d)~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

(i) ~~(e)~~ As used in this article, *and in Section 9 of Article II*, "tax" means *every* ~~any~~ levy, charge, or exaction of any kind, imposed by a local ~~government~~ *law that is not an exempt charge.*~~, except the following:~~

(j) As used in this section, "exempt charge" means only the following:

~~(1) A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.~~

(1) ~~(2)~~ A *reasonable* charge ~~imposed~~ for a specific *local* government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the ~~reasonable~~ *actual* costs to the local government of providing the service or product.

(2) ~~(3)~~ A charge ~~imposed~~ for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) ~~(4)~~ A *reasonable* charge ~~imposed~~ for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

(4) ~~(5)~~ A fine~~,~~ *or* penalty, ~~or other monetary charge~~ *including any applicable interest for nonpayment thereof,* imposed by the judicial branch of government or a local government *administrative enforcement agency pursuant to adjudicatory due process*, ~~as a result of~~ *to punish* a violation of law.

(5) ~~(6)~~ A charge imposed as a condition of property development. *No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.*

(6) ~~(7)~~ *An* ~~Assessments and property related fees~~ *assessment, fee, or charge* ~~imposed in accordance with the provisions of~~ *subject to* Article XIII D*, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.*

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

~~The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.~~

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) *Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge.* All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local *law* ~~government~~, *whether proposed by the governing body or by an elector,* may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b). (d)~~ No local *law* ~~government~~, *whether proposed by the governing body or by an elector,* may impose~~, extend, or increase~~ any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or~~ charge*, or surcharge, including a surcharge based on the value of property,* shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax ~~imposed pursuant to~~ *described in Section 1(a) of* Article XIII and *Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of* Article XIII A.

(2) Any special *non-ad valorem* tax receiving a two-thirds vote *of qualified electors* pursuant to Section 4 of Article XIII A*, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021*.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by *state or* local government shall be assessed in the county, city, and district in which it is situated. *Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.*

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

February 3, 2022
Initiative 21-0042 (Amdt. 1)

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT. For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.** (21-0042A1.)

January 19, 2022

21-0042 Amdt. 1

RECEIVED

Jan 19 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Hon. Rob Bonta
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

Attention: Ms. Anabel Renteria
Initiative Coordinator

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional Taxpayer Protection and Government Accountability Act initiative (A.G. File No. 21-0042, Amendment #1).

Background

State Government

Taxes and Fees. This year's state budget spends over $255 billion in state funds. Over 90 percent of the state budget is funded with revenues from taxes. These include, for example, sales taxes paid on goods and income taxes paid on wages and other sources of income. Much of the rest of the state budget is funded by fees and other charges. Examples include: (1) charges relating to regulatory activities; (2) charges for specific government services or products, like fees charged to drivers to improve roads; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges. The State Constitution requires the state to set fees at a reasonable level, generally reflecting the costs of the services or benefits provided. The state uses revenue from taxes and fees to fund a variety of programs and services, including education, health care, transportation, and housing and homelessness services.

Current Requirements to Approve Taxes and Fees. Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature or a majority vote of the statewide electorate. The Legislature can reduce taxes with a majority vote of each house, provided the change does not result in an increase in taxes paid by any single taxpayer. In many cases, the Legislature has enacted statutes that delegate its authority to adjust fees and other

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charges to administrative entities, like state departments. In these cases, these charges can be increased or changed by the department within certain limits.

Local Government

Taxes and Fees. The largest local government tax is the property tax, which raises roughly $75 billion annually. Other local taxes include sales taxes, utility taxes, and hotel taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties. In order to be considered a fee, the charge cannot exceed the reasonable costs to the local government of providing the associated product or service. Local governments use revenues from taxes and fees to fund a variety of services, like fire and police, public works, and parks.

Current Requirements to Approve Taxes and Fees. State law requires increases in local taxes to receive approval of the local governing body—for example, a city council or county board of supervisors—as well as approval of voters in that local jurisdiction. Most proposed taxes require a two-thirds vote of the local governing board before being presented to the voters. Special taxes (those used for a specific purpose) require a two-thirds vote of the electorate while other types of taxes require a majority vote of the electorate. The majority-vote general taxes can be used for any purpose. Recent case law suggests that citizen initiative special taxes may be approved by majority vote, rather than a two-thirds vote. Currently, local governing bodies have the ability to delegate their authority to adjust fees and other charges to administrative entities, like city departments. In these cases, these charges can be increased or changed by the department within certain limits.

Proposal

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

State and Local Government Taxes

Expands Definition of Tax. The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as fees and other charges. For example, certain charges imposed for a benefit or privilege granted to a payer but not granted to those not charged would no longer be considered fees. As a result, the measure could increase the number of revenue proposals subject to the higher state and local vote requirements for taxes discussed below.

Requires Voter Approval for State Taxes. The measure increases the vote requirements for increasing state taxes. Specifically, the measure requires that legislatively proposed tax increases receive approval by two-thirds of each house *and* a majority vote of the statewide electorate. Voters would still be able to increase taxes by majority vote of the electorate without legislative action, however. Any state tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Requirements for Approving Local Taxes. Whether sought by the local governing body or the electorate, the measure establishes the same approval requirements for increasing local

special taxes. Any local tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Allowable Uses and Duration of State and Local Tax Revenues Must Be Specified. The measure requires state and local tax measures to identify the type and amount (or rate) of the tax and the duration of the tax. State and local government general tax measures must state that the revenue can be used for general purposes.

State and Local Government Fees

Requires the Legislature and Local Government Bodies to Impose State and Local Fees. Fees would have to be imposed by a majority vote of both houses of the Legislature or local governing bodies. The measure would restrict the ability of state and local governments to delegate fee changes to administrative entities. The extent of these restrictions would depend on future court decisions. Any fee approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Some New State and Local Fees Could Not Exceed Actual Costs. For some categories of fees, if the Legislature or a local governing body wished to impose a new fee or make changes to an existing fee, the measure generally would require that the charge be both reasonable and reflect the actual costs to the state or local government of providing the service. The measure also specifies that actual cost should not exceed "the minimum amount necessary." In many cases, existing fees already reflect the government's actual costs. In other cases, some fees would have to more closely approximate the payer's actual costs in order to remain fees. If a fee payer challenged the charge, the state or local government would need to provide clear and convincing evidence that the fee meets this threshold. State and local governments also would bear the burden of providing clear and convincing evidence that the levy is a fee—which is not subject to a vote by the electorate—and not a tax under the new definition.

Fiscal Effects

Lower State Tax and Fee Revenue. By expanding the definition of a tax, increasing the vote requirements for approving taxes, and restricting administrative changes to fees, the measure makes it harder for the Legislature to increase nearly all types of state revenues. The extent to which revenues would be lower under the measure would depend on various factors, most notably future decisions made by the Legislature and voters. For example, requirements for legislative approval of fee increases currently set administratively could result in lower fee revenues, depending on future votes of the Legislature. That lower revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue, but it could be substantial.

Lower Local Government Tax and Fee Revenue. Compared to the state, local governments generally face greater restrictions to raising revenue. By expanding the definition of taxes and restricting administrative changes to fees, the measure would make it somewhat harder for local governments to raise revenue. Consequently, future local tax and fee revenue could be lower than they would be otherwise. The extent to which revenues would be lower is unknown, but

fees could be more impacted. The actual impact on local government revenue would depend on various factors, including future decisions by the courts, local governing bodies, and voters.

Possible Increased State and Local Administrative Costs to Change Some Fee Levels. In some cases, state and local departments would need to develop methods for setting fees to reflect actual costs if the Legislature or local governing bodies wanted to change those fees in the future. Estimating actual costs by program and fee source could involve some added workload for those state and local departments, which likely would be supported by fee revenue. The extent of these administrative costs would depend on (1) whether the state and local governments determine a fee increase is needed in order to maintain their current level of programs and services funded through fee revenue and (2) future court decisions.

Summary of Fiscal Effects. We estimate that this measure would have the following major fiscal effects:

- Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,

for Gabriel Petek
Legislative Analyst

for Keely Martin Bosler
Director of Finance

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1590 **Agenda Date:** 6/4/2024 **Agenda #:** C.7.

To: Board of Supervisors

From: Equity Committee

Report Title: $1M Measure X Allocation for African American Wellness Services

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Co-Directors of the Office of Racial Equity and Social Justice to release a Request for Qualifications to solicit the partnership of a community foundation to administer the procurement, management, and monitoring of $1,000,000 in Measure X funds for service contracts to increase African-American holistic wellness and support in Contra Costa County, as recommended by the Equity Committee.

FISCAL IMPACT:
$1,000,000 of Measure X one-time funds allocated for the purpose of supporting the African American Holistic Wellness Resource Hub and existing services.

BACKGROUND:
Upon receipt of the Measure X Community Advisory Board's prioritized funding recommendations, on December 12, 2023, the Board of Supervisors directed that a one-time allocation of $1,000,000 of Measure X funds be allocated for the purpose of supporting the "African American Holistic Wellness Resource Hub and existing services" in Contra Costa County. While advocacy for funds to address the systemic harms experienced by Black communities in the county has taken place for years, the impetus of this funding allocation was the pain and trauma stemming from the text message scandal involving the Antioch and Pittsburg Police Departments. These funds are an immediate, intermediary step to what is expected to be an increased, long-term investment in Black communities' overall well-being and holistic health. The activities supported through this funding will help inform the possibilities for what will become housed within the African American Holistic Wellness and Resource Hub in Contra Costa County.

At the January 22, 2024 meeting, the Equity Committee directed ORESJ Co-Directors to prepare a proposal for distributing the $1 million allocation for existing services for African American wellness. The ORESJ Co-Directors presented a proposal at the February 20, 2024 and subsequent Equity Committee meetings which included partnering with a local community foundation with extensive experience supporting Black-led and Black-serving organizations to serve as a contracted agency tasked with overseeing and carrying out procurement, selection, and fund distribution responsibilities, which will include a community and resident participatory process that includes review of applications and recommendation of awardees (for Board of Supervisors approval), as well as monitoring of progress and assessing outcomes.

CONSEQUENCE OF NEGATIVE ACTION:

No action will be taken to distribute the $1 million Measure X one-time allocation for existing services for African American wellness.

Contra Costa County Office of Racial Equity and Social Justice

REQUEST FOR QUALIFICATIONS (RFQ) # XXXX-XXX

Administer the procurement, management, and monitoring of service contracts to increase African-American holistic wellness and support.

The Contra Costa County Office of Racial Equity and Social Justice (ORESJ) is pleased to announce the solicitation of qualifications from applicants to administer the procurement, management, and monitoring of service contracts to increase African-American holistic wellness and support in Contra Costa County for the period of August 1, 2024 to June 30, 2027.

The RFQ is a process by which the ORESJ solicits qualifications from Responders who may be selected to enter into a contract for the provision of these kinds of services.

Please read this entire packet carefully

Final submissions will be due to the Office of Racial Equity and Social Justice (ORESJ) via BidSync by June 21, 2024 at 5:00pm.

Written questions about the RFQ can be submitted on BidSync by **5:00pm on June 12, 2024**. All those registered in BidSync will receive the written responses to those questions.

Thank you in advance for your efforts in preparing your response!

RELEASE DATE: June 5, 2024

Statement of Qualifications Due Date: June 21, 2024

NO LATER THAN 5:00 P.M. PDT

Summary

The Contra Costa County Office of Racial Equity and Social Justice (County) is seeking Statements of Qualifications (SOQ) from qualified applicants that can administer the procurement, management, and monitoring of multiple service contracts totaling up to $1 million towards African-American holistic wellness and support services and/or programs. The County welcomes responses from all qualified community non-profit foundations, philanthropic organizations, and grant-making bodies in good standing with the California Secretary of State and Franchise Tax Board. The County may, in its sole discretion, enter into a contract with a qualified provider or may reject all proposals and not award a contract at this time.

1. **SOQ Submittal Process**

   SOQs must be submitted electronically through the BidSync/Periscope 2SG website. Late submittals will not be accepted. No changes or additions to the SOQ may be made after the submittal date.

   Incomplete SOQs or SOQs that do not conform to the requirements specified in **Section III** herein will not be considered.

   Addenda: Any changes to these documents will be issued in writing via Addenda to be posted on BidSync/Periscope S2G website.

   Questions: All questions regarding the RFQ will be accepted through the BidSync/Periscope 2SG website only. The deadline for submitting questions is **June 12, 2024** no later than **5:00 p.m.** Questions will be answered and disseminated to those registered on the BidSync/Periscope 2SG website.

   Correspondence: As of the issuance of this RFQ, firms are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the firm.

   Please contact customer support if you need technical assistance with any part of the bid process at S2G@periscopeholdings.com or call (800) 990-9339.

2. **SOQ Evaluation Process**

   SOQs will be evaluated by a Selection Committee. The County will notify firms that will be considered for further evaluation and negotiation. Firms notified may be invited to interview. If so, interviews will be ½ hour.

   See **Section IV** for additional information.

3. **Funding**

Up to $1,000,000 (one million dollars) is appropriated in the FY 23-24 County Budget, from an allocation of Measure X revenues, to expand the provision of existing community-based services that promote African American wellness in Contra Costa County. Contractor will be able to allocate up to 12% of total funds for indirect and administrative costs.

For a full description of the purpose and background, see Section I: Introduction. For a full description of required activities and expected goals, see Section II: Scope of Work.

4. **Calendar of Events**

Below is a schedule overview of the SOQ submittal process due dates, and evaluation and selection process:

EVENT	DATE
RFQ Release Date	June 5, 2024
RFQ Questions Deadline	June 12, 2024
SOQ Submittal Deadline	**June 21, 2024**
SOQ Review/ Evaluation	June 24-28, 2024
Oral Interviews (if needed)	July 1-3, 2024
Selection Notification	July 8, 2024
Review by Equity Committee	July 15, 2024
Contract Award by Board	Aug 6, 2024

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Exhibits	Attachments
• Exhibit A – Statement of Qualification	• Attachment A – Sample County Contract
• Exhibit B – Client References	
• Exhibit C – Anti-Collusion Statement	
• Exhibit D – CCC Business Opportunity Registration	
• Exhibit E – Addenda Acknowledgement	

Section I: Introduction

A. Purpose

The Contra Costa County Office of Racial Equity and Social Justice (ORESJ) is issuing a Request for Qualifications (RFQ) #XXXX-XXX to solicit the services of an experienced community foundation or similarly qualified applicant to collaborate with ORESJ to administer the procurement, management, and monitoring of service contracts towards African-American holistic wellness and support. Based on the response to this solicitation, the ORESJ plans to contract with a successful bidder for the period of August 1, 2024 to March 31, 2027 for services described in this RFQ.

In collaboration with the ORESJ, the successful bidder will be expected to co-design and administer a two-year grant opportunity for community organizations engaged in meeting the urgent needs of African Americans in Contra Costa County and providing holistic wellness support services. This will include envisioning and implementing a funding model that bridges and marries County procurement and contracting processes that prioritize fiscal accountability and demonstrable outcomes with creative, flexible, and visionary funding approaches of Bay Area-based, community-centered philanthropy. This project is an effort to explore and test innovative partnerships between County and philanthropic organizations that center racial equity, strengthen the capacity of local direct-service community-based organizations, and prioritize the needs of vulnerable, marginalized communities in Contra Costa County.

For a full description of required activities and expected goals, see Section II: Scope of Work.

The maximum allocation of funds available under the two-year grant opportunity described in this RFQ is $1,000,000.

Bidders with experience and proven success in providing services as described in this solicitation are invited to submit responses. If you are interested in and capable of providing the requested services by contract with the County, please carefully review this entire RFQ and submit your response as directed in the "Instructions to Responders" section of this solicitation. This solicitation is not in any way to be construed as an agreement, obligation, or contract between the County and any party submitting a response, nor will the County pay for any costs associated with the preparation of any response.

B. Background

Currently, in Contra Costa County, African Americans represent approximately 8.7% of the population. Racism, inequity, injustice, disparities and harm exist throughout the United States and, unfortunately, here in Contra Costa County as well. In Contra Costa County, African American residents experience disproportionate rates of preventable chronic illnesses such as heart disease, obesity, cancer as well as most recently, COVID-19. Racial and ethnic disparities in health outcomes, the criminal justice system, educational achievement, and social service metrics are present in Contra Costa County. These disparities have been well-documented in reports issued by the Contra Costa Racial Justice Task Force/Oversight Body, First Five Contra Costa, Kaiser Permanente, Contra Costa Health Services, Contra Costa Continuum of Care, Contra Costa Employment and Human Services Department, and others. For the last several years, members of the community have been advocating and leading the effort in the County for the creation of an African American Holistic Wellness and Resource Hub and the urgent need for expanded support services that address the pain, trauma, and other related challenges that exist in under-resourced, under-served African American communities. Recent advocacy efforts were launched in part by evidentiary findings of the racist and sexist actions of officers within the Antioch and Pittsburg Police Departments. The findings have led to the direct involvement of the County District Attorney, the County Public Defender, the State Attorney General, the FBI, and the Department of Justice.

The high-level mission and vision for the African American Holistic Wellness and Resource Hub, as expressed through public comment made to the Board of Supervisors, is to host and provide culturally-relevant and responsive services to eliminate health and wellness disparities. As a result of services provided through the African American Holistic Wellness and Resource Hub, African American community members in Contra Costa County will

experience greater safety, connection and belonging, and have greater access to health, mental health and other support services that meet their immediate needs.

Feasibility Study: Measure X Funding

Brief History of Measure X
On November 3, 2020, Contra Costa County voters approved a countywide 20-year, ½ cent sales tax increase known as Measure X. The ballot measure stated that the intent of Measure X is "to keep Contra Costa's regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services." Collection of the tax began on April 1, 2021.

On February 2, 2021, the Board of Supervisors established a Measure X Community Advisory Board (MXCAB), and from May through August 2021, the MXCAB conducted a community needs assessment process to review and account for current community needs, strengths, and resources, and to identify potential strategies to address those needs, as the basis for making funding recommendations to the Board of Supervisors. The Advisory Board determined five overarching key areas of need for Contra Costa County communities: (1) Support for mental well-being (prevention, crisis response); (2) Increase equity and removal of structural barriers; (3) Ensure equitable access to health care, housing, childcare, income opportunities, and food; (4) Strengthen supports for residents of all generations; and (5) Creating communities where all residents feel safe and welcome.

On October 12, 2021, the Board of Supervisors received the MXCAB's report recommending funding priorities for Measure X funding allocations. For additional information on all recommended strategies, see the Measure X Community Advisory Board report to the Contra Costa County Board of Supervisors and presentation for the October 12, 2021 Board of Supervisors meeting.

Measure X Allocations to Support African American Holistic Wellness
In April 2023, the Board of Supervisors directed that a one-time allocation of $80,000 of Measure X funds be allocated for the purpose of conducting a feasibility study that will inform the development of an African American Holistic Wellness and Resource Hub (Hub) in Contra Costa County. The initial Hub will be established in East County, with a long-term vision of establishing multiple Hubs in other parts of the County over time. The feasibility study is meant to assess and determine the most appropriate design, structure, services, programming, location, and fiscal viability of the Hub(s) through a thorough analysis of quantitative and qualitative data that illustrate the health, safety, well-being, and priority needs of African American communities in Contra Costa County.

In October 2023, the Board of Supervisors appointed a 13-member Steering Committee to oversee the African American Holistic Wellness and Resource Hub (AAHWRH) Feasibility

Study process, including the selection of a contractor to conduct the study through a competitive process. The community members appointed to the Steering Committee represent each of the five districts within Contra Costa County and bring lived and professional experiences in behavioral health, maternal and infant health, parenting/family resources, education, youth services, economic development, sustainability, and environmental justice.

The Board of Supervisors directed ORESJ to coordinate, convene, and provide staff support to the Steering Committee, as well as to administer the one-time allocation of $80,000 for the feasibility study and facilitate the procurement process for that contractor. In March 2024, ORESJ increased the funding amount by $100,000 using ORESJ department one-time funds, for a total possible award amount of $180,000, to conduct the feasibility study. That Request for Proposals was released on April 24, 2024 with proposals due May 24, 2024.

In addition, upon receipt of the Measure X Community Advisory Board's FY 23-24 prioritized funding recommendations, on December 12, 2023, the Board of Supervisors directed that a one-time allocation of $1,000,000 of Measure X funds be allocated for the purpose of supporting the "African American Holistic Wellness and Resource Hub and existing services" in Contra Costa County. These funds were allocated as an immediate, intermediary step to what is expected to be an increased, long-term investment in Black communities' overall well-being and holistic health. The activities supported through this funding will help inform the possibilities for what will become housed within the African American Holistic Wellness and Resource Hub in Contra Costa County. **It is this allocation of funds that will fund the work outlined and described in this Request for Qualifications.**

Most recently, on April 23, 2024, the Board of Supervisors allocated an additional $7.5 million of Measure X funds towards the establishment and operation of an African American Holistic Wellness and Resource Hub and implementation of services and activities. The feasibility study, along with outcomes and lessons learned from the service activities described in this RFQ, will inform the Board of Supervisors on how to allocate and apply these funds.

Section II: Scope of Services

The County seeks to contract with an eligible contractor with extensive expertise in supporting local Black-led and Black community-serving organizations to administer the procurement, management, and monitoring of service contracts aimed at increasing and strengthening African-American holistic wellness in Contra Costa County. This contractor will produce a set of recommendations of awards to the Board of Supervisors for final approval of contracted service providers.

In order to be considered for selection, bidders must demonstrate capacity, cultural competency, commitment, and experience in working in deep partnership with service

providers and community organizations embedded in, representative of, and dedicated to serving marginalized, vulnerable communities, and specifically impacted African American communities in Contra Costa County.

Additionally, bidders must have the capability and experience to perform the following scope of services. Organizations that would like to submit an SOQ but cannot perform all required services are encouraged to partner with sub-consultants to have a team that would complement/supplement their capabilities.

Distribution of Funds

The release of funds and funding of service contracts will occur in two annual phases:

- $500,000 in phase 1 (January 1, 2025 – December 31, 2025)
- $500,000 in phase 2 (January 1, 2026 – December 31, 2026)

While applications for funds will be accepted for services/programming targeting African American communities of any region of Contra Costa County, services/programming serving East County's most impacted communities will be prioritized.

These awards are expected to augment and/or expand existing services or programs by increasing capacity (e.g. serve more participants, host additional events, extend program periods). They are not expected to initiate new programs, hire entire new staffing teams, etc.

Based on MXCAB key areas of need, community input, and existing research data, the proposed service/program categories to be prioritized are:

- Mental health supports
- Food insecurity services
- Re-entry support services
- Youth development support/services
- Violence prevention/intervention services
- Community healing, particularly from trauma due to police violence

Final determination of service/program categories will be made after the contractor has been selected and will involve a collaborative process with the contractor and ORESJ.

Contractor will be able to allocate up to 12% of total funds to go toward indirect and administrative costs.

Scope of Services

I. In partnership with ORESJ, co-design a two-year grant opportunity for community organizations to meet the urgent needs of African Americans in Contra Costa County by providing holistic wellness support services. The design process will include

determining the types of services, funding categories, grant award amounts, and contracting requirements.

II. Administer a transparent, equitable procurement process, including issuing a Request for Proposals (RFP) and providing technical support to community organizations during the proposal submission process (e.g. Conduct a bidders' conference, provide grant writing support, hold proposal review sessions)

III. Support ORESJ by participating in all activities as thought partners, co-designers, and co-facilitators in the outreach, recruitment, selection, and training of a cohort of community members to conduct a participatory review process of grant proposals. Contractor will take on financial responsibility of providing stipends for the review committee members and is allowed to use their 12% indirect costs for this purpose.

IV. In partnership with ORESJ, coordinate and co-facilitate the participatory review process, including coordination of review sessions, creation of scoring rubric, synthesizing scores into final recommendations, and presenting recommendations to Board of Supervisors for their final approval.

V. Oversee contracting process with ORESJ and County-approved grantees, including drafting of service plan, negotiations with grantees, and assembling grantee cohort for orientation and kickoff event.

VI. Establish invoicing and payment process; distribute timely payments to grantees.

VII. Establish program monitoring process, including deliverables and evaluation of progress and success, and produce summary report of outcomes.

VIII. In partnership with ORESJ, provide technical support for grantees throughout contract period. This can include site visits, strategic partnership, connection to resources and/or other supports, and/or additional trainings and capacity building opportunities.

IX. In partnership with ORESJ, reconvene participatory review committee to assess if grantees were successful, and whether a second year of funding is approved. Determine if any changes to program design, goals, timeline, budget, and/or any other relevant conditions within the current service delivery, model and contract.

X. In partnership with ORESJ, produce a summary report at the end of year 1 and year 2 that outlines observations and recommendations written in clear, concise plain language that is accessible to all Contra Costa residents and stakeholders.

Section III: Instructions to Responders

Respondents shall submit SOQs that are concise and specifically responds to all requested services as posted in this RFQ. Each SOQ shall include the following format, content, and attachments. SOQs that do not conform to the requirements specified below will not be considered.

A. Format

1. Cover Letter – Signed in blue ink by an authorized representative of the firm
2. Title/Cover Page with Table of Contents

3. Statement of Qualifications (SOQ) – within a maximum of 10 pages (12-point font, 1" margins, consecutively numbered pages), describe your organization's experience, capacity, and expertise as they relate to the scope of services described in this RFQ, using the same section titles and in the following order:
    - Organizational History and Overview (2-3 pages): Briefly describe your organization's vision, mission, and strategic goals. Include a summary of your priority areas of investment (e.g. geographic focus, service categories, etc.), current portfolio of grantees, years in operation, size of organization.
    - Scope of Services Understanding and Experience (3-4 pages): Describe the organization's understanding, knowledge, and experience working in partnership and supporting Black-led, Black community-serving grassroots organizations. Describe your organization's expertise in grantmaking, including the administration and management of grant contracts, relationship- and capacity-building with grantees. Describe similar projects/initiatives completed. If applicable, indicate the availability of additional funds or resources that can be leveraged to supplement the work described in the scope of services.
    - Team Member Qualifications (2-3 pages): Identify the team member(s) for this project, including roles and duties as related to this project. Provide an Organizational Chart of key team members, including subcontractors; and describe team members' lived experiences related to the scope of work, their qualifications, experience level, and expertise of each key team member, including:
        - Team leadership/Project Manager
            - Indicate who is authorized to negotiate contract terms on behalf of your organization
        - Areas of specialization of each key team member
        - Related projects key team members have worked on, and other relevant experience that speaks to their expertise on this project
        - Submit resumes for all key team members who will be working directly on this project (these will *not* count towards page limit; see below in Attachments)
    - Acknowledgement of the Standard Contract Conditions **(Attachment A)**: In Attachment A, provide acknowledgement regarding the acceptability of the standard Consulting Services Agreement, General and Special Conditions, including indemnifications and insurance requirements.
4. Attachments
    - Federal, State, and local permits and licenses, as applicable
    - Statement of Qualification (SOQ) – See Exhibit A

- Key Team Member Resumes – please keep each resume to no more than 2 pages, highlighting the most relevant experiences, skill sets, etc. related to this project
- Client References – See Exhibit B
- Anti-Collusion Statement – See Exhibit C
- Contra Costa County Business Opportunity Registration Form – See Exhibit D (for both firms and all sub-consulting firms. If your firm is not an SBE per the County's SBE Program guidelines, still submit the SBE Registration form with your firm's name and write "NOT QUALIFIED UNDER COUNTY SBE PROGRAM" across the sheet)
- Addenda Acknowledgement – See Exhibit E
- W-9 and State Business Verification
- Certificate of Insurance with Endorsement Letter

B. SOQ Submission

a. Response to this RFQ MUST be submitted electronically through the BidSync/Periscope website – NO EXCEPTION
b. Late submittals WILL NOT be accepted – NO EXCEPTION

C. Client References (Exhibit B)

Respondents shall provide a list with a minimum of three (3) references. Each reference must include the name of the person, their organization, their relationship to your organization, the years known, and current contact information.

D. Licenses and Permits

Respondents shall possess all licenses, registrations and permits required by the State of California and the County of Contra Costa, as applicable. Such licenses and permits are to be submitted to the County with the SOQ or prior to the contract signing date.

E. Submittal Expenses

Respondents shall be fully responsible for all costs incurred in the development and submittals for this RFQ.

F. Respondent Responsibility

The Respondent assumes sole responsibility for the complete effort required in submitting an SOQ in response to this RFQ. No special consideration will be given after SOQs are opened because of a Respondent's failure to be knowledgeable as to all of the requirements of this RFQ.

G. Interpretation

Should any discrepancies, omissions, or doubt as to their meaning be found in the RFQ specifications or requirements, the Respondent shall notify the County in writing through the BidSync/Periscope website. The County will send written instructions or addenda to all participants in the RFQ process. The County shall not be responsible for oral interpretations.

H. Reservation

The County reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all SOQs without indicating any reasons for such rejection
- Terminate this RFQ and issue a new RFQ anytime thereafter
- Extend any or all deadlines specified in the RFQ, including deadlines for accepting SOQs by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFQ
- Procure any services specified in the RFQ by other means
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the SOQ or other data available to the County. Such disqualification is at the sole discretion of the County.
- Reject the SOQ of any Respondent that is in breach of or in default under any other agreement with the County
- Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or non-responsible

I. Truth and Accuracy of Representation

False, misleading, incomplete, or deceptively unresponsive statements in connection with a submittal shall be sufficient cause for rejection of the submittal.

J. Sub-Contract and Assignment

The Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County, is required before the Contractor may enter into subcontracts for any work contemplated under the Contract, or before the Contractor may assign the Contract or monies due or to become due, by operation of law or otherwise.

K. Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via addenda to be posted on the BidSync/Periscope website.

L. Addenda Acknowledgement

All addenda shall include an acknowledgement of receipt that must be returned. The addenda must be signed and attached to the final response. Failure to attach any addendum may result in the rejection of the response. See Exhibit E.

M. Non-Collusion

By submitting a signed submittal, Respondent certifies that there has been no collusion with any other Respondent. Reasonable grounds for believing Respondent has an interest in more than one submittal will result in rejection of all submittals in which the Respondent has an interest. Any party to collusion may not be considered in future submittals for the same or similar work. See Exhibit C.

Section IV: Evaluation and Selection Process

A. Selection Process

All Statements of Qualifications (SOQs) received will be evaluated by a Selection Committee. Each SOQ will be evaluated for completeness and overall responsiveness to the requirements contained in this RFQ. The following criteria, will be evaluated to determine which applicant best meets the needs of the County as described in Section III: **Program Elements and Possible Score**

I. Organizational History and Overview **0-30 pts**
   - Relevancy of the organization's vision, mission, and strategic goals.
   - Demonstrates alignment of purpose and values.
   - Priority areas of investment and current portfolio reflect a commitment to addressing the needs of marginalized, underserved, Black communities.
   - Describes competencies and expertise needed to establish rapport, trust and credibility with marginalized, underserved, Black communities.

II. Scope of Services Understanding and Experience **0 – 40 pts**
   - Demonstrates a strong level of understanding, knowledge, and experience working in partnership and supporting Black-led, Black community-serving grassroots organizations.
   - Demonstrates expertise in grantmaking, including the administration and management of grant contracts, relationship- and capacity-building with grantees.
   - Describes similar projects/initiatives completed.

III. Team member qualifications **0 – 30 pts**
   - Qualifications, lived experiences, expertise and related projects of staff are sufficient to deliver on the full scope of work.
   - Staff areas of specialization and related projects they have worked on that align with this scope of services.

- Description of each team member's role and area of responsibility in the project.

Total: 100 points

IV. Preferential Points for Supplemental Resources

- To what extent are matching resources identified to supplement funding that will expand capacity and opportunities for grantees? Are there other initiatives or efforts that the organization is or will be implementing that can be leveraged and aligned to amplify or extend the project goals and impact?
- Points equaling up to 5% (or 5 points) of the total score possible will be added to the applicant's total score. The addition of these preferential points will make up the applicant's final score.

B. Evaluation and Negotiation

Upon completion of the review of SOQs, the County will notify Respondents that will be considered for further evaluation and negotiation. Respondents may be contacted for an interview, if needed. The key team members identified in the SOQ should attend the interview. Interviews will be ½ hour. Any delay caused by Respondent's failure to respond to direction from the County may lead to a rejection of the SOQ.

C. Award of Contract

If the County determines after further evaluation and negotiation, to award the Contract, a Contract will be sent to the successful Respondent for signature. No submittal shall be binding upon the County until after the Contract is signed by duly authorized representatives of both Respondent and the County.

D. Submittals are Public Records

California Government Code Section 6250, the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics. The Public Records Act provides that public records shall be disclosed upon request and that any person has a right to inspect any public record, unless the document is exempted from disclosure.

Unless otherwise compelled by a court order, the County will not disclose any submittals while the County conducts its deliberative process in accordance with the procedures identified in this RFQ. However, after the County either awards a contract to a successful Respondent, or rejects all submittals, the County will consider each submittal subject to the public disclosure requirements of the California Public Records Act. Each Respondent is hereby informed that, upon submittal of its SOQ to the County in accordance with this RFQ, the-SOQ becomes the property of Contra Costa County.

E. Protest Procedures

In the event a dispute arises concerning the RFQ process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the attention of:

Kendra Carr and Peter Kim, Co-Directors
Office of Racial Equity and Social Justice
Contra Costa County
1026 Escobar Street, Suite 2B
Martinez CA, 94553

Section V: Contract Information and Requirements

A. Contract Information:

1. Contract Period

Any agreement awarded as a result of this RFQ will include the County's general terms and conditions, attached as Attachment A to this RFQ. The initial term of any agreement awarded as a result of this RFQ will be for up to 32 months. Nothing in this RFQ, and nothing in an agreement awarded as a result of this RFQ, commits the County to contract with the successful responder for any particular length of time.

All other factors being substantially equal, preference will be given to respondents located within Contra Costa County. For purposes of this RFQ, a respondent is located in Contra Costa County if its principal place of business has been located in Contra Costa County for at least six months immediately prior to the issuance of this RFQ.

2. Contract Monitoring and Evaluation

On behalf of the County, the Office of Racial Equity and Social Justice (ORESJ) will actively monitor all services provided through the contract that results from this RFQ process. This monitoring will determine if the Contractor is performing as intended or if good cause exists to terminate the contract prior to the end of the contract term.

At a minimum, contractors will be expected to:

a. Perform all services without material deviation from an agreed-upon Service Plan;
b. Complete progress reports for the County;
c. Maintain adequate records of service provision to document compliance with Service Plan and complete any forms provided by the County; and
d. Cooperate with the collection of other fiscal/administrative/service data as requested by the County.

The County will:

a. Negotiate a service contract that identifies specific performance outputs and/or outcomes to be achieved during the contract term;
b. Review contract at least once within the contract period to ensure compliance with output/outcome requirements, document any noncompliance, and establish a Corrective Action Plan as needed;
c. Be part of the monitoring of service contracts with grantees that utilizes funds allocated to the grant program; and
d. Provide information to contractors concerning additional State or County data requirements not provided here or in the resulting contract.

3. Contract Management Responsibilities

The Contractor's Contract Manager shall also be responsible for all matters related to the firm's personnel and subconsultants performance including but not limited to:

- Supervising, reviewing, monitoring, and directing the firm's personnel, and managing subconsultants.
- Assigning qualified personnel to complete the requested services.
- Administering personnel actions for firm's personnel and ensuring appropriate actions taken for subconsultant personnel.
- Maintaining and submitting organized project files for record tracking and auditing.
- Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes if requested.
- Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- Reviewing invoices for accuracy and completion before billing to County.
- Providing invoices in a timely manner and providing monthly contract expenditures.
- Managing overall budget for contract and provide report to the County Contract Manager.
- Ensuring compliance with the provisions of the contract and all specific Task Order requirements.
- Ensuring the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations as applicable.

Exhibit A: Statement of Qualification

SECTION A

Business Name: _____ Phone #: _____

Address: _____

City: _____ State: _____ ZIP: _____

Federal Tax ID #: _____ Business License #: _____

Business Status:

_____Non Profit Corporation

_____Corporation State of Incorporation:_____

_____General Partnership

_____Limited Partnership

_____Sole Proprietorship

Other: _____

Name and title of an Officer or owner authorized to sign this Statement of Qualification and any contract with the County that may result.

Name: _____ Title: _____

SECTION B

Number of years in business under present business name: _____

Other Business Name(s): _____

Number of years under prior name if any: _____

SECTION C

Number of years of experience in providing required, equivalent, or related projects: _____

SECTION D

Similar services/projects completed during the last five years?

Period Services $ Amount Paid Location Agency Name

1 - _____

2 - _____

3 - _____

4 - _____

5 - _____

SECTION E

Have you, or your agency failed or refused to complete a contract? _____ YES _____ No

If yes, explain: _____

_____

SECTION F

Is your firm authorized to do business in the State of California? _____Yes _____No

SECTION G

Is your firm a State of California registered small business? _____Yes _____No

SECTION H

Is your firm a local Business? _____Yes _____No

SECTION I

Explain any litigation similar to the services requested by this proposal involving you, or your agency, or any principal officer(s) thereof:

_____

_____

_____

SECTION J

Has your company filed any written declaration for bankruptcy protection, a potential merger or acquisition, office closure, pending lawsuits, financial loss that might affect your ability to perform under the Contract? _____ Yes _____ No (if yes, please explain): _____

_____

_____

_____

_____

SECTION K

License Provisions

Has your company changed names or license numbers in the past 10 years? If so, please state reason for change. Yes_____ No_____

Reason

_____

_____

_____

_____

_____

_____

SECTION L

List the names and titles of the key personnel who would be assigned to the Contract.

Name **Classification**

_____ _____

_____ _____

_____ _____

_____ _____

SECTION M

List all required business and professional licenses that pertain to this Contract:

License Number Type

Expiration Date

_____

_____

_____

_____

SECTION N

Do you and your agency agree to provide additional information as required by the County to make an informed determination of qualifications? _____ Yes _____ No

By signing this Statement of Qualification, you are certifying that all information provided on this form and contained within your proposal are true, and you acknowledge that if the proposal contains any false statements, the County may declare any contract or agreement made as a result of the proposal to be void.

Signature: _____ Date: _____

Authorized Name: _____Title: _____

Exhibit B: Client References

Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Relationship / Years Known:	

Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Relationship / Years Known:	

Organization:	Contact Person:
Address:	Tel. Number:
City, State, Zip:	Email Address:
Relationship / Years Known:	

Organization Name: _____

Authorized Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Exhibit C: Anti-Collusion Statement

By signing this form, the Bidder agrees that this submittal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting an Statement of Qualifications quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED BIDDER, THAT THE SIGNING AND DELIVERY OF THE SOQ REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDER AND THE COUNTY.

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

Exhibit D: County Business Opportunities Registration

Place Holder

See Attached

Exhibit E: Addenda Acknowledgement

TO BE RETURNED WITH REQUEST FOR PROPOSAL STATEMENT OF QUALIFICATIONS

RFQ No.: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT (Please initial for addendums received)

Addendum #1: _____ Addendum #3: _____

Addendum #2: _____ Addendum #4: _____

Company Name: _____

Contact Name: _____

Email Address: _____ Phone No.: _____

Address:_____

_____

Authorized Signature: _____

Date: _____

Attachment A: Sample County Contract

Place Holder

See Attached

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1591 **Agenda Date:** 6/4/2024 **Agenda #:** C.8.

To: Board of Supervisors

From: Lori Cruz, Child Support Services Director

Report Title: MOU with Butte County Call Center

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Director of Child Support Services, or designee, to execute a Memorandum of Understanding, including indemnification language, with Butte County Department of Child Support Services to provide call center services for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:

This project will be fully funded by Butte County Child Support Services with allocations from the Federal Government at 66% and State of California at 34%. There is no cost to Contra Costa County DCSS.

BACKGROUND:

The Department of Child Support Services utilizes Butte County Call Center services in answering incoming phone calls, providing general information to case participants, employers, and title companies, updating participant data, and making activity log.

The MOU includes indemnification language approved by County Counsel.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not have call center services to best serve its customers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-192 **Agenda Date:** 6/4/2024 **Agenda #:** C.9.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: Resolution recognizing the 150th Anniversary of the Town of Byron, California

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution recognizing the 150th Anniversary of the Town of Byron, California as recommended by Supervisor Burgis.

FISCAL IMPACT:
N/A

BACKGROUND:
N/A

CONSEQUENCE OF NEGATIVE ACTION:
Resolution won't pass.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF: Recognizing the 150th Anniversary of the Town of Byron, California.

WHEREAS, in 2024, The Town of Byron is celebrating 150 years of rich history, close knit community, and its significant contribution to East Contra Costa County and the region; and

WHEREAS, hundreds of years ago, Yokut Native Americans inhabited the region near what is now Vasco Road. They lived off the land which provided acorns, nuts, and seeds as well as salmon, antelope, and deer; and

WHEREAS, in 1772 Spanish excursions explored Mount Diablo and the surrounding area. By 1835 the region was deeded to Don Jose Noriega who then sold 17,000 acres, at about three cents an acre, to John Marsh the following year. In 1841, immigrants of the Bidwell-Bartleson wagon train began to settle in the area that would become the Town of Byron, raising cattle on the abundance of wild oats, clover and alfalfa; and

WHEREAS, Point of Timber was an important shipping point and played a large part in the history of Byron. It held the area's first post office, school, church, general store, and stage stop. Timber Point Landing provided local wheat growers a place to ship their products on barges and schooners bound for Carquinez or Port Costa and then onto larger vessels headed around the world; and

WHEREAS, the Town of Byron was founded in 1878 when the railroad built a line connecting Contra Costa County to the San Joaquin Valley, establishing transcontinental service. Byron's first building was constructed by a cobbler named Smith, and it's first home was built by Fred Wilkening, who became the first postmaster in the town. The railroad paved the way for people of many nationalities and cultures to come to the Town of Byron and establish a hotel, saloon and railroad depot; and

WHEREAS, the Byron Hot Springs drew international attention for its healing waters and luxurious resort in the early part of the 20th century. During WWII, the Byron Hot Springs Resort was purchased by the U.S. government and was used as an interrogation center; and

WHEREAS, over the decades, Byron has evolved, but remained steadfast in its commitment to preserving its agricultural roots while embracing economic development opportunities. Notably, the Byron Airport has become a hub for innovation, welcoming emerging technologies like drones that contribute to both local economic growth and regional advancements; and

WHEREAS, the Town of Byron looks toward the future with optimism, striving to uphold its agricultural core and small knit community at heart while embracing the transformative potential of modernization and

technological innovation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize and celebrates the 150th anniversary of the Town of Byron and urges all Byron residents and citizens of Contra Costa County to join in celebrating the Town of Byron's Sesquicentennial anniversary.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-193 **Agenda Date:** 6/4/2024 **Agenda #:** C.10.

To: **Board of Supervisors**

From: Federal D. Glover, District V Supervisor

Report Title: Acknowledgement of Asian American Pacific & Islanders (AAPI) Mental Health Awareness Week May 26th - 31st 2024.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT resolution acknowledging Asian American Pacific & Islanders (AAPI) Mental Health Awareness Week May 26th - 31st 2024

FISCAL IMPACT:
None.

BACKGROUND:
See Resolution.

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

Acknowledgement of Asian American Pacific & Islanders (AAPI) Mental Health Awareness Week May 26th - 31st 2024

WHEREAS, the County of Contra Costa declares May 26 - 31, 2024, as Asian American Pacific Islanders Mental Health Awareness Week; and

WHEREAS, nationally nearly **14%** of the AAPI community is reported to live with a mental health condition and face obstacles to effective treatment such as stigma and language barriers; and

WHEREAS, in Contra Costa County, **20.2%** population is AAPI and the second largest racial group in the county; and

WHEREAS, people from the AAPI communities, especially those who recently immigrated to the US, are less likely to seek mental health support than the general population. AAPI have the lowest help-seeking rate in all racial/ethnic groups. Nationally, only **23.3%** AAPI adults with a mental illness receiving treatment, while only **5%** in the Contra Costa County receiving treatment; and

WHEREAS, AAPI teens suffer from mental health conditions. Asian American males, in grades 9-12, were **30%** more likely to consider attempting suicide compared to non-Hispanic white male students; and

WHEREAS, a lack of understanding about mental illness and stigma associated with mental health issues can lead to denial or neglect of mental health problems, especially among first-generation AAPI immigrants. Discussing mental health concerns is considered taboo in many Asian cultures; and

WHEREAS, language barriers make it difficult for Asian Americans to access mental health services. Overall, **32.6%** of AAPI Americans are not fluent in English. The disparity between the high demand and poor

availability of linguistically and culturally appropriate mental health service providers is a significant gap in accessing treatment; and

WHEREAS, a lack of awareness of the resources and services that are available, as well as the stigma surrounding mental health issues, are the largest deterrents in seeking professional help; and

WHEREAS, in an effort to better reflect and celebrate the diverse populations and in alignment with our committed services for diversity and inclusion**, honor and acknowledge all cultural and ethnic communities,** we advance our goal to create an environment where all residents of Contra Costa County feel a sense of safety and belonging. We strive to become culturally honoring mental health providers embracing faith-based/spiritual practices to ensure we explore all resources and tools that will enhance mental health wellness in the AAPI community; and

WHEREAS, NAMI Contra Costa is invited to present on the Artist's Reception for "Sister & Brother Mental Health Exploration Scenes Art Show of MK Wong" in EI Cerrito City Hall on May 16th to celebrate AAPI Heritage Month and promote Mental Health awareness for AAPI community; and

WHEREAS, NAMI Contra Costa AAPI Department will hold the 5th Annual Mental Health Awareness Virtual Presentation on May 26th and invite all participants; and

NOW, THEREFORE, BE IT RESOLVED County of Contra Costa proclaims May 26 - 31, 2024 as Acknowledgement of AAPI Mental Health Awareness Week and encourages everyone to participate in this historical step towards healing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-194 **Agenda Date:** 6/4/2024 **Agenda #:** C.11.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Proclaim June 2024 as Elder & Dependent Adult Abuse Awareness Month

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution declaring June 2024 as Elder and Dependent Adult Abuse Awareness Month in Contra Costa County, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:
No fiscal impact for this action.

BACKGROUND:
The purpose of National Elder Abuse Awareness Month and World Elder Abuse Awareness Day on June 15th is to shed light on the abuse and neglect that elderly and vulnerable adults face in Contra Costa County and across the globe.

The Centers for Disease Control and Prevention define elder abuse as "an intentional act or failure to act that causes or creates a risk of harm to an older adult. An older adult is someone age 60 or older. The abuse often occurs at the hands of a caregiver or a person the elder trusts."

The Elder Justice Act defines elder abuse as the knowing infliction of physical or psychological harm or the knowing deprivation of goods or services that are necessary to meet essential needs or to avoid physical or psychological harm.

CONSEQUENCE OF NEGATIVE ACTION:
None.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming June 2024 as Elder and Dependent Adult Abuse Awareness Month in Contra Costa County

WHEREAS, as our population lives longer, we are presented with an opportunity to honor and protect older and dependent adults; and

WHEREAS, during June and on World Elder Abuse Awareness Day on June 15th, we join others throughout the world in *Building Strong Support for Elders* which is the 2024 theme; and

WHEREAS, this international observance provides opportunities to promote better understanding of abuse and neglect of older people and dependent adults by raising awareness of the cultural, social, economic, and demographic processes affecting elder abuse and neglect; and

WHEREAS, in 2023 in Contra Costa County, Adult Protective Services (APS) received 6,870 elder and dependent adult abuse reports; and

WHEREAS, APS in Contra Costa County investigates abuse concerns and collaborates with other county agencies and community based organizations to protect, advocate, and provide services for older and dependent adult clients; and

WHEREAS, older and dependent adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities; and

WHEREAS, community members can look out for the safety and protection of seniors and disabled adults by reporting various types of suspected elder abuse, including emotional, financial, physical, sexual, neglect, abandonment, or isolation; and

WHEREAS, signs of elder and dependent abuse include lack of basic amenities; a cluttered, soiled living environment; unexplained or uncharacteristic changes in behavior; unexplained sexually transmitted diseases; unpaid bills, new credit cards and/or increased cash withdrawals; harassment, coercion, injury, intimidation or humiliation; and caregiver isolation of the elder or dependent adult; and

WHEREAS, preventing abuse of older and dependent adults, through maintaining and improving social supports like senior centers, nutrition programs, human services, and transportation, enables them to live as independently as possible and contribute to the vibrancy of our communities.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors acknowledges and proclaims the month of June 2024 as Elder and Dependent Adult Abuse Awareness Month in Contra Costa County, affirming the importance of supporting our older and disabled residents with services and programs to

help keep them safe.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-195 **Agenda Date:** 6/4/2024 **Agenda #:** C.12.

To: **Board of Supervisors**

From: Diane Burgis, District III Supervisor

Report Title: IN THE MATTER OF RECOGNIZING MAY 2024 AS OLDER AMERICANS MONTH

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT resolution recognizing May 2024 as Older Americans Month 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 RECOGNIZING MAY 2024 AS OLDER AMERICANS MONTH

WHEREAS, the 2024 theme is *Powered by Connection*, which recognizes the profound impact that meaningful relationships and social connections have on our health and well-being; and

WHEREAS, a time to recognize older Americans' contributions, highlight aging trends, and reaffirm commitments to serving the older adults in our communities; and

WHEREAS, we connect older adults with local services, such as transportation, that can help them overcome obstacles to achieving or maintaining meaningful relationships; and

WHEREAS, promoting resources that help older adults engage, like community events, social clubs, and volunteer opportunities; and

WHEREAS, sharing facts about the mental, physical, and emotional health benefits of social connection and how it contributes to overall well-being; and

WHEREAS, we inspire older adults to share what connection means to them on social media using the hashtag #PoweredByConnection.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Contra Costa County does hereby recognize May 2024 as Older Americans Month.

File #: RES 2024-196 **Agenda Date:** 6/4/2024 **Agenda #:** C.13.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: Recognizing Betty Geishirt Cantrell on her retirement and 13 years of service with SparkPoint Contra Costa.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution recognizing Betty Geishirt Cantrell on her retirement and 13 years of service with SparkPoint Contra Costa, as recommended by Supervisor Carlson.

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 Betty Geishirt Cantrell upon on her retirement and 13 years of services with SparkPoint Contra Costa.

WHEREAS, Betty received her Master of Science in Social Administration from the University of Wisconsin and her Master of Business Administration from Memphis State University; and

WHEREAS, she has been the Development Director and Program Administrator at several nonprofits; and

WHEARS, Project Director for a research grant funded by the National Institute of Health; and

WHEREAS, Betty has previously worked for CANFIT, the Center for American Indian Research and Education, and the Center of Human Development; and

WHEREAS, she has also worked at Child and Family in Syracuse, NY directing their Sex Offender Treatment Program, Charter Lakeside Hospital in Memphis, TN as the Chief of Social Services, and at Education and Treatment Council in Lake Charles, LA as the Rape Crisis Coordinator; and

WHEREAS, Betty moved to Pleasant Hill, CA with her husband, daughter and son in 1995 and joined the board of the Pleasant Hill Community Foundation in 2000; and

WHEREAS, Betty has served as the Director of SparkPoint Contra Costa since its opening in June 2011. SparkPoint has four locations across the county; and

WHEREAS, with an original goal to serve 185 people in the first year, SparkPoint served well over 700 people providing integrated services; and

WHEREAS, Betty combined her clinical social work background with her business and management expertise in leading SparkPoint Contra Costa, a partnership of several different nonprofits working together to improve the multi-faceted aspects of peoples' financial stability; and

WHEREAS, Betty was named to the Contra Costa Women's Commission Hall of Fame in 2014; and

WHEREAS, Betty serves her community on the Advisory Board of the Business Development Center's Kitchen@812, and as a Board Member of both the Pleasant Hill Community Foundation and the Pleasant Hill Chamber of Commerce.

NOW, THEREFORE, BE IT RESOLVED: That the Contra Costa County Board of Supervisors does hereby recognizes Betty Geishirt Cantrell on her retirement and thanks her for her services in our community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-197 **Agenda Date:** 6/4/2024 **Agenda #:** C.14.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: Recognizing the 40th Anniversary of the Clayton Business and Community Association.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution recognizing the Clayton Business and Community Association 40th Anniversary.

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 the 40th Anniversary of the Clayton Business and Community Association.

WHEREAS, the Clayton Business and Community Association (CBCA) is observing its 40th Anniversary-a significant milestone reflecting its enduring commitment to the communities it serves in Clayton, California and within Contra Costa County; and

WHEREAS, CBCA's mission is to raise money through events and festivals such as, The CBCA Clayton Art & Wine Festival, The CBCA Clayton BBQ & Brews Festival, The CBCA Clayton Oktoberfest, and the CBCA Clayton Bocce Leagues, to reinvest into the Clayton community; and

WHEREAS, in the last 10-years, the CBCA has returned over $1.2 million to the Clayton community; and

WHEREAS, the CBCA has awarded over $300,000 in scholarships; and

WHEREAS, the CBCA has made donations that have benefited Clayton Valley Village, Diamond Terrace, Clayton Valley Little League, Blue Star Moms, Clayton AAUW, Clayton Valley VFW, Clayton Pride, Clayton Valley Charter High School, Diablo Valley Middle School, Mt. Diablo Elementary School, Dana Hills Swim Team, Junior Achievement, Christmas for Everyone, Adopt-a-Family, Grants to Clayton businesses during the pandemic, the Clayton Community Library, Clayton Historical Society, Clayton Theatre Company, and many more; and

WHEREAS, over $102,000 has gone directly to the City of Clayton to purchase anything from new computers at City Hall, to police cars repairs, city plumbing repairs, to the downtown Christmas decorations and citywide beautification projects; and

WHEREAS, the CBCA has sponsored the Clayton 4th of July Parade and Concerts in the Grove; and

WHEREAS, the CBCA has made donations to build the Grove Gazebo, which is widely considered to be the centerpiece of downtown Clayton; and

WHEREAS, the CBCA continues to grow their membership and looks towards the future with great optimism, and to continue their mission in exciting new ways; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County, on behalf of all citizens, does hereby commend the Clayton Business and Community Association on its 40th Anniversary. We celebrate its achievements, its pivotal role in the Clayton Community, and beyond.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-198 **Agenda Date:** 6/4/2024 **Agenda #:** C.15.

To: **Board of Supervisors**

From: Ken Carlson, District IV Supervisor

Report Title: Resolution declaring June 2024, LGBTQIA+ Pride Month in Contra Costa County.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT resolution declaring June 2024, LGBTQIA+ Pride Month in Contra Costa County, as recommended by Supervisor Carlson.

FISCAL IMPACT:
None

BACKGROUND:
See resolution text.

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 declaring June 2024, LGBTQIA+ Pride Month in Contra Costa County

WHEREAS, the month of June was chosen for LGBTQIA+ (Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, and Asexual) Pride Month to commemorate the rise of the LGBTQIA+ civil rights movement that grew out of spontaneous civil rights demonstrations by members of the LGBTQIA+ community against unjust police raids that took place in New York City at the end of June 1969, known as the Stonewall Riots; and

WHEREAS, former President Obama designated the Stonewall Inn as a National Monument in 2016 because of the role it played in the struggle for LGBTQIA+ acceptance in the U.S., the Stonewall Riots inspire LGBTQIA+ people, not only in the U.S. but throughout the world, in the struggle for civil rights; and

WHEREAS, Contra Costa Health, Contra Costa Regional Medical Center, and Contra Costa Behavioral Health Services, through the work of the LGBTQ Pride Initiative, received the prestigious national designations of Leader in Healthcare Equality or Top Performer in Healthcare Equality each year since 2013 from the Human Rights Campaign, the largest LGBTQIA+ advocacy organization in the United States; and

WHEREAS, Contra Costa Health identified the need for a specialty clinic to serve the transgender and gender-diverse community and started the first Gender Clinic in October 2016, the only clinic for transgender care between Oakland and Sacramento at that time; and

WHEREAS, the Rainbow Community Center is an essential community-based organization in Contra Costa County that is solely focused on serving the LGBTQIA+ community, with priorities to strengthen services for LGBTQIA+ youth, seniors, people living with HIV/AIDS, and to develop community-building efforts that will diminish the sense of isolation and promote greater acceptance of all LGBTQIA+ people; and

WHEREAS, the Rainbow Community Center provides many services to the LGBTQIA+ community, including clinical and peer groups for LGBTQIA+ community, outpatient mental health services, a food pantry, a Homeless transitional youth program, and senior support; and

WHEREAS, Contra Costa County’s LGBTQIA+ partners include the County's Pride Initiative, Children’s Hospital, Rainbow Community Center, RYSE Center, Center for Human Development, Gender Spectrum, the James Morehouse Project at El Cerrito High School, Somos Familia, East Bay Getting to Zero, Jewish Family and Community Services of the East Bay, Richmond Rainbow PRIDE, Clayton Pride, Martinez Pride, Oakland/East Bay Gay Men's Chorus, the Royal Grand Ducal Council of Alameda/Contra Costa Counties Inc.,

PFLAG, and Queer Alliances Contra Costa; and

WHEREAS, the Royal Grand Ducal Council (RGDC) is one of the oldest LGBTQIA+ social service organizations serving Alameda and Contra Costa counties that increases public awareness and knowledge and raises money for other charitable organizations; and

WHEREAS, the RYSE Center through their Health Justice Programs, hosts the Alphabet Group where LGBTQIA+ youth can dialogue about their experiences and identity in a safe space; and

WHEREAS, Clayton Pride works to create a city where LGBTQIA+ people thrive as healthy and equal members of society through advocating for respect, equity, and justice, and building a culturally rich community for members and allies; and

WHEREAS, PFLAG Clayton-Concord is dedicated to supporting, educating, and advocating for LGBTQ+ people and those who love them, and each year they host the annual Pride Prom; and

WHEREAS, in Contra Costa County, LGBTQIA+ community residents, employees, businesses, and organizations have made, and continue to make, great and lasting contributions which add to the rich diversity of the County; and

WHEREAS, the Contra Costa County Board of Supervisors supports and promotes inclusion, non-discrimination, and equity among all County residents; and

WHEREAS, the Progress Pride Flag, which highlights transgender and Black, Indigenous, People of Color (BIPOC) within the LGBTQIA+ community, is a symbol of support for the LGBTQIA+ community and its diversity, and this Board of Supervisors believes that flying the Progress Pride Flag at the seat of the County demonstrates the County's commitment to inclusivity and to being a welcoming place for all Contra Costa County residents.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County declares the month of June 2024 as LGBTQIA+ Pride Month in Contra Costa County and in furtherance of that designation, hereby directs that the Progress Pride Flag be raised at the County Administration Building during all business days of the month of June 2024 following approval of this proclamation and encourages a safe and accepting environment for all members of the community.

File #: RES 2024-199 **Agenda Date:** 6/4/2024 **Agenda #:** C.16.

To: **Board of Supervisors**

From: Ken Carlson, District IV Supervisor

Report Title: Resolution declaring June 20, 2024, World Refugee Day.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution declaring June 20, 2024 World Refugee Day, as recommended by Supervisor Carlson.

FISCAL IMPACT:
None

BACKGROUND:
See resolution text.

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 **declaring June 20, 2024, World Refugee Day**

WHEREAS, June 20, 2024, is World Refugee Day, an international day to honor refugees around the globe and celebrate the strengths and courage of people who have been forced to flee their home country to escape conflict or persecution due to their race, religion, nationality, political opinion, or membership to a particular social group; and

WHEREAS, millions of refugees - of diverse backgrounds and countries of origin - continue to make life and death decisions to seek shelter and protection; and

WHEREAS, welcoming the oppressed and persecuted is a foundation of our state and nation; Contra Costa County has been home to a diverse population of refugees and immigrants who have added to the economic strengths and cultural richness of our communities; and

WHEREAS, refugees have consistently proven to be a significant economic asset to the nation. According to the Immigration Learning Center, refugees and immigrants have been essential to the U.S. workforce, with immigrant workers comprising 17% of the total U.S. workforce in 2020; and

WHEREAS, research shows that refugees bring diverse skills and talents to our communities, enhancing innovation and entrepreneurship. Immigrants and refugees founded 55% of the billion-dollar U.S. startup companies, further contributing to job creation and economic growth; and

WHEREAS, refugees have made substantial contributions to our local economies when in 2021, the Immigrant population contributed $487B to the State of California economy <https://immigrantdataca.org/indicators/economic-contributions> through federal, state, and local taxes they paid and their spending power, thereby generating economic opportunities for all residents and contributing to making California the 5th largest economy in the world; and

WHEREAS resettlement organizations such as Church World Service (CWS) of Northern California and East Bay Refugee & Immigration Forum, as well as numerous community and faith-based groups, provide crucial support and assistance to refugees who resettle in our state; and

WHEREAS, refugees swiftly integrate into our communities, becoming self-sufficient by paying taxes, supporting local commerce, joining the workforce, and creating job opportunities; and

WHEREAS, Contra Costa County has also welcomed Afghan evacuees fleeing the Taliban's persecution and Ukrainians fleeing Russian aggression; and

WHEREAS it is essential to encourage the commemoration of World Refugee Day 2024 by participating in local events and expanding knowledge about refugees and the global issues that drive them to seek refuge in our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby proclaims June 20, 2024, as "WORLD REFUGEE DAY" in Contra Costa County and recognizes the resilience, strength, and valuable contributions of refugees in building a brighter future for our community

File #: RES 2024-200 **Agenda Date:** 6/4/2024 **Agenda #:** C.17.

To: Board of Supervisors

From: John Gioia, District I Supervisor

Report Title: ADOPT Ceremonial Resolution recognizing Trails for Richmond Action Committee (TRAC)'s 25th Anniversary and its work in expanding the Bay Trail in Richmond, as recommended by Supervisor Gioia.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Ceremonial Resolution recognizing Trails for Richmond Action Committee (TRAC)'s 25th Anniversary and its work in expanding the Bay Trail in Richmond

FISCAL IMPACT:
none

BACKGROUND:
TRAC was formed with the mission to complete the San Francisco Bay Trail in Richmond, assuring that it is linked to public parks and population centers and maintained in perpetuity and to promote use and enjoyment of the Bay Trail by all who live and work in Richmond and as a visitor attraction to showcase Richmond's shoreline

CONSEQUENCE OF NEGATIVE ACTION:
No recognition for the Richmond Action Committee's 25 years of community impact

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF recognizing Trails for Richmond Action Committee (TRAC)'s 25th Anniversary and its work in expanding the Bay Trail in Richmond

WHEREAS, in July 1999, TRAC was formed with the mission to complete the San Francisco Bay Trail in Richmond, assuring that it is linked to public parks and population centers and maintained in perpetuity and to promote use and enjoyment of the Bay Trail by all who live and work in Richmond and as a visitor attraction to showcase Richmond's shoreline;

WHEREAS, TRAC partnered with the City of Richmond, Contra Costa County, East Bay Regional Park District and many other government agencies to complete the Bay Trail in Richmond;

WHEREAS, TRAC prepared grant applications bringing over $12 million to the City of Richmond for planning, designing and building new sections of the Bay Trail;

WHEREAS, agreements were obtained from the private sector to build over five miles of Bay Trail and contribute over $400,000 toward Bay Trail projects;

WHEREAS, due to TRAC's strong advocacy and efforts, the Bay Trail completed in Richmond tripled from 12 miles in 1999 to 36 miles today, and Richmond has more Bay Trail completed than any other city in the San Francisco Bay Area;

WHEREAS, TRAC prepared over 50 interpretive and wayfinding signs installed along the Bay Trail, and funded and designed three trail guides which are available along the Bay trail; and

WHEREAS, TRAC remains committed to completing the Bay Trail in Richmond and continues its strong advocacy efforts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize and honor the 25th anniversary of TRAC and its vital work in expanding the Bay Trail in Richmond, California.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-201 **Agenda Date:** 6/4/2024 **Agenda #:** C.18.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing Gayle Israel, Chief of Staff to Supervisor Andersen, upon her retirement

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT recommendation to recognize Gayle Israel upon her retirement.

FISCAL IMPACT:

No fiscal impact

BACKGROUND:

District 2 Supervisor, Chief of Staff Gayle Israel is retiring the end of June, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF

Resolution recognizing
Gayle Sloate Israel upon her
Retirement from contra costa county

Whereas, Chief of Staff Gayle Sloate Israel met Supervisor Candace Andersen in the Spring of 2005 at Red Willow Park in San Ramon, which adjoins Diablo Vista Park in Danville, when her young Golden Doodle puppy Mystic became an instant friend with Candace's new Dalmatian puppy Lucentio; and for the next seven years they walked their dogs most mornings and discussed many issues including politics; and

Whereas, Gayle has an impressive background, graduating from Estancia High School in Costa Mesa, California where she was not only an outstanding student, athlete (always keeping up with her three brothers Arthur, David and Joe), but was also the recipient of the Congressional Award Gold Medal; and

Whereas, Gayle went on to attend San Diego State University where she was on the Women's Soccer Team, a member of the Associated Students Council, a Kappa Delta Sorority member, and graduated with Bachelor of Arts degrees in Journalism and Marketing; and

Whereas, Gayle began her career in 1985, serving as an intern for U.S. Senator Pete Wilson, and soon after took a position in Washington D.C. as a Congressional Staff Aide to U.S. House of Representatives member Jack Kemp, and later worked as the Director of Scheduling and Traveling Aide for the Jack Kemp presidential campaign; and

Whereas, on September 1, 1991, Gayle married Richard Israel, and after the birth of their second daughter took time off from her career to raise their daughters Sara and Rachel, volunteered in the schools and community, and played soccer; and

Whereas, in early 2012 Candace was serving as the Mayor of Danville and had decided to run for County Supervisor, and as she and Gayle were on one of their morning walks with their pups Lucentio and Mystic, Gayle offered to work on Candace's campaign for a paltry sum of money; and

Whereas from March through June of 2012, in an empty storefront in the Rose Garden Shopping Center in Danville, and with the assistance of Candace's son PJ, they strategized, drafted press releases, created print media and digital content, organized teams of volunteers, and pulled off a stunning victory in the June 5, 2012 Primary, Candace winning with 60% of the vote in a three-way race; and

Whereas because the District 2 Supervisor Gayle B. Uilkema had lost her valiant battle to ovarian cancer on May 19, 2012, it was up to Governor Jerry Brown to appoint someone to fill the rest of her term; and on June 26, 2012 Candace was sworn in to the Board of Supervisors and soon thereafter Gayle was hired to be her Deputy Chief of Staff and one year later she became the District 2 Chief of Staff; and

Whereas, for 12 years Gayle not only led the District 2 team to serve the residents of Contra Costa County with concern and compassion, but she was also Candace's trusted friend and advisor, and honest opinion-giver, who will truly be missed; and

NOW, THEREFORE, BE IT RESOLVED: that the Board of Supervisors of Contra Costa County does hereby congratulate and thank District 2 **Chief of Staff Gayle Sloate Israel for her dedication to Contra Costa County.**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1592 **Agenda Date:** 6/4/2024 **Agenda #:** C.19.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: LPC Resignations

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ACCEPT the resignations of Phelicia Lang and Stacey Norman, DECLARE vacancies in the Community 4 - East County seat and the Community 2 - Central/South County seat on the Local Planning and Advisory Council for Early Care and Education, and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Contra Costa County Office of Education.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Local Planning and Advisory Council for Early Care and Education coordinates programs and services affecting early childcare and education, including recommendations for the allocation of federal funds to local early childcare and education programs. The LPC consists of 20 members: 4 consumer representatives - a parent or person who receives or has received child care services in the past 36 months; 4 child care providers - a person who provides child care services or represents persons who provide child care services; 4 public agency representatives - a person who represents a city, county, city and county, or local education agency; 4 community representatives - a person who represents an agency or business that provides private funding for child care services or who advocates for child care services through participation in civic or community based organizations; and 4 discretionary appointees - a person appointed from any of the above four categories or outside of those categories at the discretion of the appointing agencies. Terms of appointment are 3 years.

Incumbents received notice of the resignation of their seats on May 9, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to declare the vacancy and to fill the seats will result in reduced public participation.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1593 **Agenda Date:** 6/4/2024 **Agenda #:** C.20.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: APPOINT Brock Randall Dubbels to the In Home Supportive Services Public Authority Advisory Committee, District IV Seat.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Brock Randall Dubbels to the In Home Supportive Services Public Authority Advisory Committee, District IV Seat for a term ending March 6, 2028, as recommended by Supervisor Carlson.

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
On January 7, 2020 the Board of Supervisors adopted Resolution No. 2020/2 adopting the policy 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 the Board of Supervisors sub-committee.

CONSEQUENCE OF NEGATIVE ACTION:
The seat would remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1594 **Agenda Date:** 6/4/2024 **Agenda #:** C.21.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Appointment to the Integrated Pest Management Advisory Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Dr. Andrew Sutherland, resident of Martinez, and San Francisco Bay Area Integrated Pest Management (IPM) Advisor with the University of California Cooperative Extension and Statewide IPM Program, to the University of California representative seat on the IPM Advisory Committee (IPMAC) with no term expiration.

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

BACKGROUND:
The University of California representative seat was created by the Board on February 27, 2024. The IPM Coordinator conducted outreach to the University of California (UC), seeking a member who has a clear affiliation with the UC system and either lives or works in Contra Costa County.

Dr. Andrew Sutherland is currently attending meetings and has agreed to be considered for formal appointment. He previously served multiple terms on the IPMAC. He held the Public Member #2-At Large seat from 2016 to 2019 and the Environmental Organization Representative seat from 2019 to 2022. It is anticipated that this appointee will be a gatekeeper of sorts for this seat and help coordinate informal alternates from the broader UC network to either attend in his place on occasion or alongside him as subject matter experts on specific discussion items relevant to their respective areas of expertise.

On May 16, 2024, the IPMAC unanimously voted to recommend to the Board the appointment of Dr. Sutherland to this seat.

CONSEQUENCE OF NEGATIVE ACTION:
The appointee will not be formally appointed to the seat and the official roster will be out of date.

INTEGRATED PEST MANAGEMENT ADVISORY COMMITTEE ROSTER

Seat Title	Appointee Name	City of Residence/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	Brentwood	February 28, 2023	December 31, 2026
Environmental Organization – At Large Seat	Roxana Lucero	Pittsburg	February 28, 2023	December 31, 2026
Sustainability Commission Representative	Kimberly Hazard	Richmond	February 28, 2023	March 31, 2025
Public Member – Fish and Wildlife Committee Representative	Susan Heckly	Pleasant Hill	February 28, 2023	February 28, 2026
Public Works Director or Designee	Chris Lau	Martinez	March 19, 2024	None
County/Unincorporated County Stormwater Program Representative	Michele Mancuso	Martinez	February 28, 2023	None
Agriculture Commissioner or Designee	Gabriel Chan	Concord	March 19, 2024	None
County Pest Management Contractor	Carlos Agurto	Antioch	February 28, 2023	None
University of California Representative	Vacant	Martinez	June 4, 2024 (Anticipated)	None

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1595 **Agenda Date:** 6/4/2024 **Agenda #:** C.22.

To: Board of Supervisors

From: Ken Carlson, District IV Supervisor

Report Title: APPOINT Benjamin Lavender to the District IV Seat of the Countywide Bicycle Advisory Committee

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Benjamin Lavender to the District IV Seat of the Countywide Bicycle Advisory Committee for a two-year term with an expiration date of December 31, 2024, as recommended by Supervisor Carlson.

Benjamin Lavender

Oakland, CA 94609

FISCAL IMPACT:
None

BACKGROUND:
The committee provides input to the County and the cities of the County on bicycle projects for Transportation Development Act (TDA) funds to construct bicycle/pedestrian projects and also provides advice to cities and the County on bicycle planning matters.

The committee consists of sixteen members. One representative from each of the five Supervisorial districts, one representative from eight bicycle organizations that use the roads in Contra Costa County. One representative from the Mayor's Conference, the East Bay Regional Park District and the bicycle industry. The California Highway Patrol and Superintendent of Schools serve as resources only. The qualifications for membership on the committee are to live or work in the County. Each representative should designate an alternate who must also live or work in the County.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1596 **Agenda Date:** 6/4/2024 **Agenda #:** C.23.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the Contra Costa Commission for Women and Girls

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

APPOINT Nakenya Allen to the At-Large #8 seat and Christy Lam-Julian to the At-Large #9 seat on the Contra Costa Commission for Women and Girls for terms expiring February 28, 2027, 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 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.

At the May 20, 2024 Family and Human Services Meeting, the Committee recommended the appointment of

Nakenya Allen to the At-Large #8 seat and Christy Lam-Julian to the At-Large #9 seat on the on the Contra Costa Commission for Women and Girls for terms expiring February 28, 2027.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to appoint members is likely to reduce public participation in advising policy development.

Application Form

Profile

Nakenya (First Name) | S (Middle Initial) | Allen (Last Name)

[redacted] (Home Address) | (Suite or Apt)

Martinez (City) | CA (State) | [redacted] (Postal Code)

[redacted] (Primary Phone)

[redacted] (Email Address)

District Locator Tool

Resident of Supervisorial District:

☑ District 5

(Employer) | caregiver (Job Title)

Length of Employment

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

~20+

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Contra Costa Commission for Women and Girls: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

UC Davis

Degree Type / Course of Study / Major

Animal biology

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

Carrington college

Degree Type / Course of Study / Major

AS

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I have a strong passion to improve quality of life in multiple areas of the underserved communities. I'm especially moved by the issues facing vulnerable children as I have personal experience with, growing up in the system, and overcoming multiple barriers to achieve success. My experience has equipped me with the most important and basic qualities including: empathy, critical thinking and being an advocate for both children and adults to ultimately serve to create much needed voice and path to improve the quality of life for underserved communities.

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

I'm very motivated, outspoken, charming, and straightforward, creative and most importantly humble. I have a lot of experience with most of these issues growing up in the system as a vulnerable former foster child who faced many barriers to become a wholesome adult. I am currently undergoing training to be a court appointed special advocate (CASA) and these commissions are aligned with both my values and passion. I have a lot to offer by means of understanding, and a unique perspective when it comes to making bold changes. I am a leader in my community and have continued to break barriers in order to make the places I reside more inclusive for all citizens especially those who are underserved.

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:

I'm am a caregiver of a special needs child so as long as the obligations are reasonable to work around school etc. I am confidant that I will be able fulfill my commitments to the appointed committees.

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:

N/A

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

community advisory board

List any volunteer or community experience, including any advisory boards on which you have served.

I am a community organizer in my city. I have inspired my city and residents to get involved for an active role in making the changes we all desire. I have spearheaded many projects most were the first of their kind in my city of Martinez. I have continued to advocate for our most vulnerable citizens young and old. And have served on a previous advisory board for contra costa. I remain an active member of my community and throughout the county, I have also gained a ton of support in the most unlikely of places. I have alot to offer any place I am chosen to serve

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.

Nakenya Allen

Martinez, CA [redacted]
[redacted]

Dedicated and hardworking Veterinary Assistant with five years of experience seeking to join a team where I can demonstrate my passion and willingness to learn.

Authorized to work in the US for any employer

Work Experience

Veterinary Technician

Animal Advocates Veterinary Hospital- Vallejo, CA
June 2015 to November 2015

- Intravenous catheter placement
- Cystocentesis
- Out/in patient treatment
- Extensive surgical monitoring and prep
- Going over client estimates

Veterinary Technician

Sage Centers - Concord, CA
October 2012 to June 2014

- Overnight and late swing shifts
- After hours reception as well as critical care patient nursing
- CRI drug calculation and maintenance
- Exotic Animal Experience

Veterinary Technician

All Creatures Veterinary Hospital - El Cerrito, CA
August 2011 to February 2012

- Assisted with appointments, surgery, and hospital and patient care.
- Vaccinations and ear and skin cytology
- Exotic Animal experience

Veterinary Technician

Contra Costa County Animal Services - Martinez, CA
April 2008 to April 2010

- Worked in spay and neuter clinic
- Worked in shelter medicine

Education

Associates of Science in Veterinary Technology

Carrington College - Pleasant Hill, CA
April 2014 to Present

Additional Information

Summary of Skills
- Animal handling
- Hospital Care
- Surgery preparation
- Surgery monitoring and after care
- Calculation drug dosages
- IM, SQ, and IV administration

- Laboratory procedures
- In house blood panels
- Ear and skin cytology
- Patient Care
- Client education
- Processing patient payments

Community Service:

2020 -Present

Organized the community to spearhead our first social justice movement in Martinez during the unrest in the aftermath of George Floyd. Became politically involved and ran for my city council in 2022

Spearheaded efforts for the city to create an anti-discrimination task-force that was representative of the Citizens dealing with these types of problems. I continue to work on ways to develop a more forward moving city and receive a lot of support from my peers to be successful in these projects.

I have also worked with the East County NAACP, together we stand, Local boys & girls club and other non-profits on projects like: police reform in the city of Martinez and to push for a diversity department, and invest in appropriate bias training, For better relationships with the minority community. And MUSD to push for changes that would benefit everyone (e.g. LGBTQ+, Black, Brown and disable students) in the district. and expand our local government to create a path of governance for the underserved communities. I am also ambassador to the Martinez chamber of commerce. The list definitely goes on!

Application Form

Profile

Christy
First Name

N
Middle Initial

Lam-Julian
Last Name

[redacted]
Home Address

Suite or Apt

Pinole
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 1

Self
Employer

Main Caregiver
Job Title

Length of Employment

8 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

1

How long have you lived or worked in Contra Costa County?

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Contra Costa Commission for Women and Girls: Submitted

Seat Name

Ar Large

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?

3

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

San Jose State

Degree Type / Course of Study / Major

Business Administration

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ◉ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

California Culinary Academy

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Le Cordon Bleu

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Business Management

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

My lived experience as a 1st generation Vietnamese American continues to motivate me to advocate for the protection of human rights, organize communities, and be a champion of justice for the global majority. With this opportunity to serve on the Women and Girls Commission, I will be able to lift up and better advocate for those not in the room.

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

Working in customer service has allowed me to hone my skills of effective communication and collaboration. Working in hospitality I was able to strengthen my adaptability and think outside of the box. As a mother of a young child with special needs I am mindful of the importance of always learning and growing.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

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

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

2015 - Kaiser Postnatal Advisory Board member advocating for better care for mothers of color 2021 Shannon Elementary School Site Council (budget oversight committee),recommended the monies and programs were spent equitable. Brought Mafanikio (after school enrichment African American appreciation program) to Shannon Elementary (highest attended in WCCUSD) 2022 • Started Not In Our Town – Pinole, a people movement standing against hate/ bullying • WCCUSD Guiding Coalition member: re-imaging the Mission, Vision and Graduate Profile • WCCUSD CAC member: advocating for families with special needs children • Organized the 1st Lunar New Year celebration in Pinole and WCCUSD • Appointed to Pinole Community Service Commission: bridged the communication gap and connect community members to support and services 2023 • Appointed to Pinole Planning Commission: ensure urban development and planning are community centered • Rotary Club Board Member: help uplift small business and family voices • Interact Advisor: support youth to exercise their platform • Pinole Community Engagement Committee: assist in authentic outreach to the full community • Jordan- Huerta Fellow: reducing barriers for women of color for civic engagement 2024 – New American Leaders Fellow - reducing barriers for women for civic engagement

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

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   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Contra Costa Commission for Women and Girls
Roster, May 2024

Seat/Position	Name	Term begins	Term ends	Email	Phone
District I	Joey Smith	3/1/2023	3/1/2027	[redacted]	[redacted]
District II	Marilyn Cachola Lucey	3/1/2023	2/28/2027	[redacted]	[redacted]
District III	Shauna Polk	3/1/2022	2/28/2026	[redacted]	[redacted]
District IV	Ria Bhatt	5/23/2023	2/28/2026	[redacted]	[redacted]
District V	Kirsten Upshaw	8/10/2021	2/28/2025	[redacted]	[redacted]
At Large 1	Dena Acosta-Beere	4/22/2024	2/28/2025	[redacted]	[redacted]
At Large 2	Jennifer Rizzo	3/1/2021	2/28/2025	[redacted]	[redacted]
At Large 3			2/28/2027		
At Large 4	Lanita Mims-Beal	3/1/2021	2/28/2025	[redacted]	[redacted]
At Large 5			2/28/2026		[redacted]
At Large 6	Adey Teshager	10/11/2022	2/28/2026	[redacted]	[redacted]
At Large 7	Faye Maloney	3/1/2021	2/28/2025	[redacted]	[redacted]
At Large 8	Nakenya Allen (recommended)		2/28/2027		
At Large 9	Christy Lam-Julian (recommended)		2/28/2027		
At Large 10	Destiny Brisco	7/26/2022	2/28/2026	[redacted]	[redacted]
Alternate			2/28/2026		

Revised: 5/7/2024

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1597 **Agenda Date:** 6/4/2024 **Agenda #:** C.24.

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 Jarrod Bolliger to the Alternate #2 seat and Nicola Lopez to the Alternate #3 seat 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 May 20, 2024 Family and Human Services Meeting, the Committee approved the appointment of Jarrod Bolliger to the Alternate #2 seat and Nicola Lopez to the Alternate #3 seat on the ACOA for terms expiring September 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to appoint members will reduce public participation in advising policy development.

Application Form

Profile

N co a (irs Name) | (Middle ni ial) | Lopez (Las Name)

[redacted] (Home Address) | (Sui e or Ap)

Ant och (Ci y) | CA (S a e) | 94531 (Pos al Code)

Mob e: [redacted] (Primary Phone)

[redacted] (mail Address)

[District Locator Tool]

Resident of Supervisorial District:

☑ D str ct 3

Car ng Haven (mployer) | Founder (Job i le)

Length of Employment

1

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

D str ct 3

How long have you lived or worked in Contra Costa County?

12 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Adv sory Counc on Ag ng: Subm tted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ H gh Schoo D p oma

College/ University A

Name of College Attended

Strayer

Degree Type / Course of Study / Major

MBA

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Kap an

Degree Type / Course of Study / Major

Bsc Bus ness

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

D vers ty Pract t oner

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

L fe Coach

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I am nterested n serv ng on the EEOC board w th the county because I am pass onate about promot ng d vers ty, equ ty, and nc us on n the workp ace. I be eve n the m ss on of the EEOC to enforce federa aws that proh b t workp ace d scr m nat on, and I want to contr bute my sk s and exper ences to ensure fa r treatment and opportun t es for a nd v dua s, regard ess of race, gender, re g on, or any other protected character st c. Add t ona y, I am ded cated to foster ng a pos t ve work env ronment where everyone fee s va ued and respected, and I see th s pos t on as an opportun ty to make a mean ngfu mpact n advanc ng these goa s w th n the commun ty.

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

As a cert f ed d vers ty pract t oner, I have undergone spec a zed tra n ng and obta ned cert f cat on n d vers ty and nc us on strateg es. My expert se n th s f e d nc udes understand ng the nuances of d vers ty ssues, mp ement ng nc us ve po c es and pract ces, conduct ng d vers ty tra n ng, and foster ng an nc us ve organ zat ona cu ture. In my ro es w th n corporate Amer ca, I have act ve y champ oned d vers ty and nc us on n t at ves. As a DEI and ERG Program Manager, I ed d vers ty task forces and deve oped comprehens ve d vers ty and nc us on p ans ta ored to the needs of the organ zat on. I co aborated w th HR departments to mp ement recru tment and retent on strateg es that promoted d vers ty and equa opportun ty. Add t ona y, I fac tated workshops and tra n ng sess ons on top cs such as unconsc ous b as, cu tura competence, and nc us ve eadersh p to enhance awareness and foster a more nc us ve workp ace env ronment. Furthermore, I have served on var ous comm ttees and boards focused on d vers ty and nc us on, where I have contr buted my expert se to dr ve pos t ve change and advocate for underrepresented groups. My comb nat on of forma educat on, pract ca exper ence, and a demonstrated comm tment to d vers ty and nc us on make me we -equ pped to serve effect ve y on the EEOC board w th the county.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

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

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

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

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and 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

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   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Application Form

Profile

Jarrod (irs Name) | M (Middle ni ial) | Bo ger (Las Name)

[redacted] (Home Address) | (Sui e or Ap)

brentwood (Ci y) | CA (S a e) | 94513 (Pos al Code)

Home: [redacted] (Primary Phone)

[redacted] (mail Address)

[District Locator Tool]

Resident of Supervisorial District:

☑ D str ct 3

H gg ns Chape & Oak V ew Memor a Park (mployer) | Manag ng Partner (Job i le)

Length of Employment

3 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

D str ct 5

How long have you lived or worked in Contra Costa County?

5 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Adv sory Counc on Ag ng: Subm tted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ H gh Schoo D p oma

College/ University A

Name of College Attended

Port and State Un vers ty

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Cemetery Manager

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Cemetery Broker

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Crematory Manager L cense

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

Eag e Scout w/three Eag e Pa ms.

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

Manage two oca bus nesses n the heart of Ant och. Th s more than qua f es me for any appo ntment w th n the commun ty that I support da y.

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:

Fu t me emp oyment at two bus nesses.

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

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If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

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Contra Costa Advisory Council on Aging Roster (as of 10/2023)

Seat Title	Term Expiration	Current Incumbent	District	BOS Appointment Date	Notes
At-Large 1	9/30/2024	Lang, Thomas	I	3/21/2023	
At-Large 2	9/30/2024	Krohn, Shirley	IV	10/11/2022	
At-Large 3	9/30/2025	Hayes, Michelle	I	6/13/2023	
At-Large 4	9/30/2024	Shafiabady, Sara	V	10/11/2022	
At-Large 5	9/30/2024	Card, Deborah	V	10/11/2022	
At-Large 6	9/30/2024	Lipson, Steve	I	10/11/2022	
At-Large 7	9/30/2024	Awadalla, Mike	IV	5/23/2023	
At-Large 8	9/30/2024	Lee, George	III	5/23/2023	
At-Large 9	9/30/2025	Ortega, Julie	II	3/5/2024	
At-Large 10	9/30/2024	Tobey, Terri	II	10/11/2022	
At-Large 11	9/30/2025	Shaefer, Carol	II	3/5/2024	
At-Large 12	9/30/2025	Shelly, Antonio	III	3/5/2024	
At-Large 13	9/30/2025	Boaz, Roger	II	3/5/2024	
At-Large 14	9/30/2025	Yee, Dennis	IV	10/19/2021	
At-Large 15	9/30/2025	Robertson, Logan	IV	3/5/2024	
At-Large 16	9/30/2025	O'Toole, Brian	IV	10/19/2021	
At-Large 17	9/30/2024	Donovan, Kevin D.	II	10/11/2022	
At-Large 18	9/30/2024	Wener, Michael	II	11/2/2021	
At-Large 19	9/30/2025	Kleiner, Jill	II	10/19/2021	
At-Large 20	9/30/2024	Sakai-Miller, Sharon	II	3/22/2022	
Local Seat: Antioch	9/30/2024	Fernandez, Rudy	III	10/25/2020	
Local Seat: Brentwood	9/30/2025	Eric Britz	III	3/5/2024	
Local Seat: Clayton	9/30/2025	Berman, Michelle	IV	10/19/2021	
Local Seat: Concord	9/30/2025	Fowler, Marilyn	IV	5/23/2023	
Local Seat: Danville	9/30/2025	Donnelly, James	II	10/19/2021	
Local Seat: El Cerrito	9/30/2024	Kehoe, Carol	I	7/12/2022	
Local Seat: Hercules	9/30/2024	Doran, Jennifer	V	10/25/2020	
Local Seat: Lafayette	9/30/2025	Morisky, Richard	II	3/5/2024	
Local Seat: Martinez	9/30/2025	Iorns, Jody	V	2/22/2022	
Local Seat: Moraga	9/30/2025	Benavides, Francisco	II	4/9/2024	
Local Seat: Oakley	9/30/2025	Rigsby, Michael	III	12/14/2021	
Local Seat: Orinda	9/30/2025	Evans, Candace	II	10/19/2021	
Local Seat: Pinole	9/30/2025	Magistrado, Lori	I	1/19/2024	
Local Seat: Pittsburg		Vacant			
Local Seat: Pleasant Hill	9/30/2025	Van Ackeren, Lorna	IV	10/19/2021	
Local Seat: Richmond	9/30/2024	Burkhart, Cate	I	3/21/2023	
Local Seat: San Pablo		Vacant	I		
Local Seat: San Ramon		Vacant	II		
Local Seat: Walnut Creek	9/30/2025	Kalm, Denise	IV	4/9/2024	

Contra Costa Advisory Council on Aging Roster (as of 10/2023)

Seat Title	Term Expiration	Current Incumbent	District	BOS Appointment Date	Notes
Nutrition Project Council		Vacant			
Alternate Member 1	9/30/2025	Castillo, Michael	IV	3/5/2024	
Alternate Member 2		Lopez, Nicola			Pending FHS & BOS
Alternate Member 3		Bolliger, Jarrod	III		Pending FHS & BOS
Alternate Member 4		Vacant			

Pending BOS Approval

Vacant

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1598 **Agenda Date:** 6/4/2024 **Agenda #:** C.25.

To: Board of Supervisors

From: Family & Human Services Committee

Report Title: Appointments to the Economic Opportunity Council

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPOINT Janelle Lafrades to the Low Income #2 seat, Nicola Lopez to the Private/Non-Profit Sector #3 seat and Monisha Merchant to the Private/Non-Profit Sector Alternate #1 seat on the Contra Costa Economic Opportunity Council, 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 Economic Opportunity Council (EOC) is a tripartite advisory board to the Board of Supervisors and the Employment and Human Services Department, Community Services Bureau for Contra Costa County administration of the Community Services Block Grant (CSBG).

The duties and responsibilities of the EOC include: reviewing fiscal and programmatic reports submitted by Community Services Bureau (CSB) staff; reviewing performance of Community Services Block Grant contractors and the Weatherization program services; selecting EOC officers and appointing members to committees; making recommendations to the County Board of Supervisors on all proposals and budgets related to Community Services Block Grant and Weatherization programs; and requiring and receiving budget and other reports prepared by CSB staff every other month along with an Annual Report.

The Economic Opportunity Council includes 15 members and 2 alternates, divided equally among three "sectors", the Public Sector, the Low-income Sector, and the Private/Non-Profit Sector. There are 5 Public Sector seats; five (5) Low-Income Sector seats and one (1) Low-Income Sector alternate seat; and five (5)

Private/Non-Profit Sector seats plus one (1) Private/Non-Profit Sector Alternate seat.

On May 20, 2024, the Family and Human Services Committee approved the appointment of Janelle Lafrades to the Low Income #2 seat with a term ending on July 1, 2024 and Nicola Lopez to the Private/Non-Profit Sector #3 seat and Monisha Merchant to the Private/Non-Profit Sector Alternate #1 seat with terms ending on June 30, 2025 on the Contra Costa Economic Opportunity Council.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the EOC may not be able to conduct routine business.

Application Form

Profile

Which Boards would you like to apply for?

Economic Opportunity Council: Submitted

Private/Non-Profit Sector Alternate
Seat Name (if applicable)

Describe why you are interested in serving on this advisory board/commission (please limit your response to one paragraph).

The Bay Area's economy and wealth generation are the envy of the world. However, the limited economic mobility in this region is shocking and having a significant negative impact on families in Contra Costa County. For one of my clients, I work closely with low wage workers preparing to apply for citizenship. Their stories are inspiring. Even though they encounter more walls than doors, they are determined to give their children the best. I am interested in supporting the County's efforts to provide our community's families access to the region's wealth.

This application is used for all boards and commissions

First Name	Middle Initial	Last Name
Monisha		Merchant

[redacted]
Email Address

[redacted]
Home Address — State or Apt

City	State	Postal Code
Concord	CA	94518

[redacted]
Primary Phone

Employer	Job Title	Occupation
Lotus Advisory Ltd.	Managing Director	Consultant

Do you, or a business in which you have a financial interest, have a contract with Contra Costa Co.?

○ Yes ◉ No

Is a member of your family (or step-family) employed by Contra Costa Co.?

○ Yes ◉ No

Education History

Select the highest level of education you have received:

☑ Other

Master's Degree

If "Other" was Selected Give Highest Grade or Educational Level Achieved

---

College/ University A

Yale University - School of Management

Name of College Attended

Public and Nonprofit Management

Course of Study - Major

4

Units Completed

Type of Units Completed

☑ Semester

Degree Awarded?

◉ Yes ○ No

MBA - Master of Business Administration

Degree Type

2004

Date Degree Awarded

College/ University B

Massachusetts Institute of Technology

Name of College Attended

Electrical Engineering and Political Science

Course of Study - Major

8

Units Completed

Type of Units Completed

None Selected

Degree Awarded?

◉ Yes ○ No

Bachelor of Science

Degree Type

1999

Date Degree Awarded

College/ University C

Name of College Attended

Course of Study Major

Units Completed

Type of Units Completed

None Selected

Degree Awarded?

○ Yes ○ No

Degree Type

Date Degree Awarded

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

○ Yes ○ No

Work History

Please provide information on your last three positions, including your current one if you are working.

1st (Most Recent)

2015-present

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

○ Yes ◉ No

Managing Director

Position Title

Employer's Name and Address

Lotus Advisory Ltd. 2072 La Orinda Place Concord, CA 94518

Duties Performed

Provide management consulting and government relations services to private, nonprofit, and government clients.

2nd

2011-2015

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

○ Yes ◉ No

Senior Advisor

Position Title

Employer's Name and Address

U.S. Senator Michael Bennet

Duties Performed

3rd

2007-2011

Dates (Month, Day, Year) From - To

40

Hours per Week Worked?

Volunteer Work?

○ Yes ○ No

Senior Director
Position Title

Employer's Name and Address

Level 3 Communications (now CenturyLink)

Duties Performed

MonishaMerchant_CCCBoards.pdf
Upload a Resume

Final Questions

How did you learn about this vacancy?

☑ Contra Costa County Homepage

If "Other" was selected please explain

. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

○ Yes ○ No

If Yes, please identify the nature of the relationship:

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

○ Yes ○ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I understand that this form is a public document and is subject to the California Public Records Act.

☑ I Agree

Application Form

Profile

Nicola
First Name

Middle Initial

Lopez
Last Name

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 3

[redacted]
Employer

Founder
Job Title

Length of Employment

1

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

District 3

How long have you lived or worked in Contra Costa County?

12 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Economic Opportunity Council: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Strayer

Degree Type / Course of Study / Major

MBA

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Kaplan

Degree Type / Course of Study / Major

Bsc Business

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Diversity Practitioner

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Life Coach

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I am interested in serving on the EEOC board with the county because I am passionate about promoting diversity, equity, and inclusion in the workplace. I believe in the mission of the EEOC to enforce federal laws that prohibit workplace discrimination, and I want to contribute my skills and experiences to ensure fair treatment and opportunities for all individuals, regardless of race, gender, religion, or any other protected characteristic. Additionally, I am dedicated to fostering a positive work environment where everyone feels valued and respected, and I see this position as an opportunity to make a meaningful impact in advancing these goals within the community.

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

As a certified diversity practitioner, I have undergone specialized training and obtained certification in diversity and inclusion strategies. My expertise in this field includes understanding the nuances of diversity issues, implementing inclusive policies and practices, conducting diversity training, and fostering an inclusive organizational culture. In my roles within corporate America, I have actively championed diversity and inclusion initiatives. As a DEI and ERG Program Manager, I led diversity task forces and developed comprehensive diversity and inclusion plans tailored to the needs of the organization. I collaborated with HR departments to implement recruitment and retention strategies that promoted diversity and equal opportunity. Additionally, I facilitated workshops and training sessions on topics such as unconscious bias, cultural competence, and inclusive leadership to enhance awareness and foster a more inclusive workplace environment. Furthermore, I have served on various committees and boards focused on diversity and inclusion, where I have contributed my expertise to drive positive change and advocate for underrepresented groups. My combination of formal education, practical experience, and a demonstrated commitment to diversity and inclusion make me well-equipped to serve effectively on the EEOC board with the county.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

(•) Yes ( ) No

Do you have any obligations that might affect your attendance at scheduled meetings?

( ) Yes (•) No

If Yes, please explain:

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

( ) Yes (•) No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

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

○ Yes ◉ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and 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.

Application Form

Profile

Janelle — First Name
T — Middle Initial
Lafrades — Last Name

[redacted] — Home Address
Suite or Apt

[redacted] — City
[redacted] — State
[redacted] — Postal Code

[redacted] — Primary Phone

[redacted] — Email Address

District Locator Tool

Resident of Supervisorial District:

None Selected

Employer
Job Title

Length of Employment

Do you work in Contra Costa County?

○ Yes ○ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

Are you a veteran of the U.S. Armed Forces?

○ Yes ○ No

Board and Interest

Which Boards would you like to apply for?

Contra Costa Council on Homelessness: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

Policy Council meeting, if that counts.If not then, no I have not.

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

Norfolk State University

Degree Type / Course of Study / Major

Political Science-Pre-Law

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Paralegal Certificate

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Marketing

Certificate Awarded for Training?

◉ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I would love to serve on this particular board because I volunteer now with my daughters school and I am one of the policy council members now. I enjoy serving my community and helping out with the youth. I also know that if one wants to help make a difference or be a part of any changes, you have to be involved and that is why I want to be of service and serve!

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

I was a part of the policy council when my son attended Head Start and 3 years after he left the school as well. I have worked with the youth all my life, rather it be with the boys and girls club, the youth center in Norfolk VA or any other schools or centers that have needed me. I have been a treasurer on 4 different boards along with Vice President and President. Giving back and being a servant is definitely my moto!

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:

I have two little people that if at any time may need my services. If something were to come up, I would have to listen in on the meeting or so if someone in my family could help out I would have them do that. I am 90% of the time, if not always present, so there should not be any issues. I would also let someone know way beforehand if an emergency came about during meeting time.

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:

N/A

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

N/A

List any volunteer or community experience, including any advisory boards on which you have served.

FIrst Baptist, Head Start and the YMCA I volunteered whenever I was and am needed. I also served 3 terms on the Policy Council board and was a member for about 5. With my Sorority, we volunteer with several community events and help serve at many different shelters.

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:

N/A

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:

N/A

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.

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   (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.

ECONOMIC OPPORTUNITY COUNCIL ROSTER AS OF 3/15/2024

Victor Benedict G Tiglao

1st Term
Dec 12, 2023 to Jun 30, 2024

Position
Low-Income Sector 4

Mattieu J Rogers

1st Term
Oct 03, 2023 to Jun 30, 2024

Position
Low-Income Sector Alternate 2

Renee Zeimer

4th Term
Jul 01, 2020 to Jun 30, 2024

Position
District II Public Sector

Patricia J Campbell

1st Term
Nov 08, 2022 to Jun 30, 2024

Position
Private/Non-Profit Sector 1

Kanwar Singh

1st Term
Feb 27, 2024 to Jun 30, 2025

Position
District V Public Sector

Karen Colman

1st Term
Dec 12, 2023 to Jun 30, 2025

Position
Private/Non-Profit Sector 2

LaTonia M Peoples-Stokes

1st Term
Oct 17, 2023 to Jun 30, 2025

Position
District III Public Sector

Desire Medlen

2nd Term
Oct 03, 2023 to Jun 30, 2025

Position
Low-Income Sector 3

Devlyn Sewell

5th Term
Oct 03, 2023 to Jun 30, 2025

Position
Private/Non-Profit Sector 5

Monisha Merchant

4th Term
Oct 03, 2023 to Jun 30, 2025

Position
Private/Non-Profit Sector 4

~~**Alison McKee**~~ —Resigned March 2024

~~**2nd Term**~~
~~Oct 03, 2023 to Jun 30, 2025~~

Position
Private/Non-Profit Sector 3

Ajit Kaushal

3rd Term
Jul 01, 2023 to Jun 30, 2027

Position
District IV Public Sector

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1599 **Agenda Date:** 6/4/2024 **Agenda #:** C.26.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: REAPPOINTMENT TO THE IN-HOME SUPPORTIVE SERVICES ADVISORY COMMITTEE

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
REAPPOINT Sydney Anderson to the District 3 seat on the In-Home Supportive Services Advisory Committee with a term expiring March 6, 2028, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:
None.

BACKGROUND:
The District 3 seat term expired on March 6, 2024. Applications were accepted and the recommendation to reappoint the above individual was then determined.

CONSEQUENCE OF NEGATIVE ACTION:
None.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1600 **Agenda Date:** 6/4/2024 **Agenda #:** C.27.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Increase of the volunteer poll worker stipend in the Elections Division of the Clerk-Recorder Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE an increase, effective July 1, 2024, of the volunteer poll worker stipend in the Elections Division of the Clerk-Recorder Department.

FISCAL IMPACT:
100% General Fund. The total increase in estimated cost for the 24/25 Fiscal Year is $55,275, funded 75% by general County revenue and 25% by Center for Tech and Civic Life grant funds. A portion of the cost for volunteer poll workers and election workers will be reimbursed by local agencies.

Description	Current	Proposed
Inspector	230	290
Clerk	125	160
Roving Inspector	400	400
Ballot Extraction, Ballot Clerk	75	95
Depot Captain, Ballot Transport	75	95
Depot Support, Ballot Transport	50	65
Bilingual Services	10	15

BACKGROUND:
The Elections Division is losing experienced poll workers and having challenges recruiting new volunteers due to an increase in responsibilities and competencies with evolving technology; low compensation in comparison to other jurisdictions in proximity to Contra Costa County; and increased hostility toward election volunteers.

Currently, Contra Costa County has one the lowest stipend amounts for election volunteers in the Bay Area, although having the third highest number of registered voters. An election volunteer Clerk's stipend (in Contra Costa County) of $125 for a 15-hour shift on Election Day would not meet California's current minimum wage. This makes it very difficult to recruit working-age adults who would need to take a day off from their daily

employment. Working-age adults typically have the skills needed in our volunteers.

Poll workers do not need to be residents of the county they volunteer in, so remaining competitive with our neighboring counties is necessary to retain active volunteers and attract new ones.

Lastly, the current political climate and the scrutiny Elections Officials and volunteers have been under in recent times find many long-time volunteers ceasing to volunteer due to the fear of confrontation with unsettled voters compared to the compensation they receive. These challenges make it difficult to retain and recruit well-qualified and loyal election volunteers and put a great burden on the Election Division.

The Board of Supervisors last took action on poll worker stipends in 2014, when it increased stipend levels for Inspector, Clerk, Roving Inspector, Ballot Extraction Clerk, Depot Captain and Ballot Transport, and Bilingual Services.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the increased stipends will hinder the department's efforts to recruit and retain high quality, high performing, well-trained poll workers and election volunteers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1601 **Agenda Date:** 6/4/2024 **Agenda #:** C.28.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Phillips 66 Community Benefit Fund Allocations FY 2024/25

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE the allocation of $392,700 from the Rodeo Renewed Community Benefit Fund to provide expanded services and benefits to the Rodeo and Crockett areas, as recommended by Supervisor Glover.

2. AUTHORIZE the Conservation and Development Director, or designee, to execute contracts with identified public and private organizations to carry out the services and benefit activities, as specified in Attachment A, for the period July 1, 2024 through June 30, 2025, subject to approval by the County Administrator and approval as to form by County Counsel.

FISCAL IMPACT:
No impact to the General Fund. 100% Rodeo Renewed Community Benefit Fund.

BACKGROUND:

In 2022, the Board of Supervisors (Board) approved the Phillips 66 Company land use permit (LUP) for the Phillips 66 Rodeo Renewed Project (Project). The Project is a unique land use with unique impacts on the Rodeo and Crockett communities. The LUP contained a condition of approval (Condition #10), which provides that Contra Costa County and Phillips 66 enter into a Community Benefits Agreement providing for certain payments to Contra Costa County upon certain conditions being satisfied relating to the Project. The subject agreement, the Community Benefits Agreement between contra Costa County and Phillips 66 Company (CBA), was entered into as of May 3, 2022.

The CBA requires Phillips 66 to pay a total of $10,000,000 to the County according to milestones and time intervals set forth in the CBA over the course of approximately 13 years.

Currently, $2 million has been paid pursuant to the agreement and no expenditures have been made.

The CBA provides the County will use the funds at its discretion for projects and programs that benefit the Rodeo and/or Crockett communities near the Phillps 66 Refinery. These initiatives will focus on improving

residents' health, well-being, and quality of life, and supporting a robust local economy and workforce. This includes developing and implementing workforce development and training programs to prepare residents for careers in renewable and clean energy.

Proposals Received

Earlier this year, the County's District 5 Supervisorial Office received and reviewed proposals from various public and private organizations to provide expanded services or community benefit activities within the Rodeo or Crockett communities. The recommended proposals with recommended amounts of funds are listed in **Attachment A**. This will be the first award of funds to organizations from the Phillips 66 Community Benefit Fund to carryout services or community benefit activities. The District 5 Supervisor is working with the County's Department of Conservation and Development to launch a community engagement effort to seek public input on future expenditures. DCD will report back to the Board on the results of this public engagement and seek authorization to initiate a solicitation process for future awards in coordination with the District 5 Supervisorial Office.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended allocations will result in delays in implementing important projects/programs that directly benefit the residents of communities near the Rodeo Renewed Project.

Rodeo Renewed Community Benefit Fund
FY 2024/25 Recommendations

Organization	Program/Project Description	Recommended Amount
Bay Front Chamber of Commerce	The Bay Front Chamber of Commerce, which serves the unincorporated community of Rodeo, will utilize funds to develop and implement the Yiftee Program (also called the Rodeo Rewards program), a program that enables consumers to purchase gift cards that may be redeemed only at businesses in defined areas, in this case, Rodeo-based businesses. The proposed funds will be used to incentivize shoppers' patronage of the Rodeo businesses by covering the costs of a $50 added value for every $100 gift card purchased.	$25,000
Contra Costa County Library	Upgrades to the libraries located in Rodeo and Crockett. Upgrades include new service desks, new tables, and new computers for the general public. The upgrades at each branch are estimated at $20,000 per branch.	$40,000
Contra Costa County Dept. of Public Works	The Public Works Department has conducted a needs assessment focused on community beautification and general visual enhancements for the community of Rodeo. Approximately $18,000 is required to plant boxed trees, make irrigation repairs, trim trees and smaller vegetation, graffiti removal, replace a damaged sidewalk, and install updated "Welcome to Rodeo" signage.	$18,000

Organization	Program/Project Description	Recommended Amount
Crockett Chamber of Commerce	Funds will be used for capacity building activities of the Chamber (such as the membership fee to join the California Main Street Association), to market Crockett to visitors through advertising (possibly including the purchase of billboard advertising), and costs associated with the hosting of community events.	$25,000
Crockett Improvement Association	Programs and services to clean up and beautify Crockett and engage the public in the work of the Association, including pet waste stations, debris boxes to support town clean-up days and brochures and/or other engagement.	$5,000
John Swett Unified School District	School safety enhancement activities to enhance the well-being of students, increased academic performance, positive community perception, reduction in crime rates, community engagement and collaboration.	$121,000
New Horizons Development Center	Funds are to support the operations of New Horizon's career services program. Specifically, the grant will partially fund a program manager, a GED instructor, a case manager, and a life skills coach. Funds will also cover required materials for various classes and workshops that are part of the program’s core operation.	$125,000

Organization	Program/Project Description	Recommended Amount
Rodeo Youth Mentoring Program	This grant will help provide an array of services including, but not limited to backpacks for students, holiday giveaways at Christmas and Easter, certified instructor stipends, program supplies, technical support, and telecommunications.	$15,000
	Total (Projects/Programs)	**$374,000**
Contra Costa County Dept. of Conservation and Development	General administration of the Phillips 66 Community Benefit Fund and contract management with funded agencies (up to 5% of total funds awarded to projects/programs).	$18,700
	Grand Total (Projects and Administration)	**$392,700**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1602 **Agenda Date:** 6/4/2024 **Agenda #:** C.29.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Grant in the amount of up to $150,000 from Keller Canyon Mitigation Fund for Bay Point/Pittsburg Energy Enhancement Rebate Program, through September 30, 2026

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to apply for and accept a grant in an amount not to exceed $150,000 from the Contra Costa County Keller Canyon Mitigation Fund to implement the Bay Point/Pittsburg Energy Enhancement Rebate Program, for the period October 1, 2024 through September 30, 2026.

FISCAL IMPACT:
No impact to the General Fund. The grant is expected to cover all staff costs associated with implementation of the Bay Point/Pittsburg Energy Enhancement Rebate Program.

BACKGROUND:
The Keller Canyon Mitigation Fund process was established in August 1992, and funds are used to mitigate effects of the landfill site by funding community-based organizations and County Departments for programs in the following areas: youth services, code enforcement, community beautification, public health and safety, and community services.

The Bay Point/Pittsburg Energy Enhancement Rebate Program will provide rebates for qualified electric home improvement projects in single-family homes within Bay Point and portions of Pittsburg. Many residents in these communities live in neighborhoods experiencing disproportionate pollution burdens or vulnerabilities, in particular disproportionately high levels of asthma. Switching from gas to electric appliances can address these challenges and lead to significant direct health benefits for residents by improving indoor air quality as a result of the elimination of combustion byproducts associated with burning fossil fuels which can exacerbate respiratory ailment symptoms. The electric appliances will also help eliminate greenhouse gas emissions in communities most impacted by climate change.

Through this program, the Department of Conservation and Development (DCD) will leverage its experience administering the pilot Pinole Energy Enhancement Rebate (PEER) Program on behalf of the City of Pinole. The Bay Point/Pittsburg Energy Enhancement Rebate Program is based largely on the PEER Program and will utilize much of the PEER Program infrastructure and processes to streamline implementation of the new program in Bay Point and Pittsburg. The PEER Program leverages DCD's 10 years of experience implementing

the Bay Area Regional Energy Network (BayREN) energy efficiency program. DCD is committed to providing programs that make it easier for residents to improve the health, safety, and energy efficiency of their homes.

CONSEQUENCE OF NEGATIVE ACTION:
If this proposal is not approved, the Department of Conservation and Development will not be able to implement the proposed Bay Point/Pittsburg Energy Enhancement Rebate Program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1603 **Agenda Date:** 6/4/2024 **Agenda #:** C.30.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Contra Costa County Sponsored Event: County Administration Complex and Plaza

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Administrator to host the grand opening event for the County Administration Complex and Plaza on July 9, 2024, pursuant to Administrative Bulletin No. 114 (County and Non-County Sponsored Events and Activities).

FISCAL IMPACT:
Costs are estimated to total $10,000 and will include rental costs for tables and chairs, food and beverage costs, and Public Works staff time.

BACKGROUND:
A County Staff Event is scheduled for July 9 to commemorate the grand opening of the Administration Building at 1026 Escobar Street and the finalization of the entire County Administration complex and plaza construction after approximately 5 years of construction. This event will include a hosted lunch for approximately 100 county employees and elected officials.

CONSEQUENCE OF NEGATIVE ACTION:
The planned July 9 event would be canceled. Board authorization is mandatory due to County policy.

County and Non-County Sponsored Events Participation

☒ County Sponsored Event ☐ Non-County Sponsored Event

Department: County Administrator

EVENT/ACTIVITY: 1026 Escobar Street - Grand Opening Event

Sponsor/Organizer: Board of Supervisors/County Administration

Description: Hosted Grand Opening Event with Lunch in Plaza

Purpose and Benefit to County: Acknowlegement of the completion of the County Administration Complex and Plaza in downtown Martinez.

Date(s): July 9, 2024

Duration: 1 1/2 hours

Location: 1026 Escobar Street

County Resources Requested:

# of Employees 1-3 Estimated Cost: $ 2,000

County/Rental Equipment Used Tables & Chairs Rentals
(Including vehicles)
Estimated Cost: $ 3,000

Additional Expenditures: Estimated Cost: $ 5,000
Catered Lunch Costs

Total Estimated Cost: $ 10,000

Funding Source(s)/Reasons: General Fund

I certify this to be an event/activity that benefits the County and all estimated costs to be paid by County funds, regardless of funding source, are within my departments budget.

Monica Nino 5/1/24
(Department Head or Designee) (Date)

APPROVAL FOR NON-COUNTY EVENTS

LESS THAN $2,500

County Administrator

☐ Approved
☐ Not Approved

County Administrator Date

ABOVE $2,500

Board of Supervisors

☐ Approved
☐ Not Approved

Authorized Signature Date

File #: 24-1604 **Agenda Date:** 6/4/2024 **Agenda #:** C.31.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: CONTRACT AMENDMENT WITH ERNST & YOUNG LLP

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the County Administrator, or designee, to enter into a contract amendment with Ernst and Young, LLP for COVID-19 cost recovery consulting services extending the termination date from June 30, 2024 to June 30, 2025 with no change to the payment limit.

FISCAL IMPACT:

Up to a total payment limit of $2,000,000. All fees are 100% eligible for FEMA Category Z reimbursement; however, initial payments to the vendor come from the General Fund. FEMA has obligated a total of $1,711,112 to date and the County has submitted claims for reimbursement in the amount of $1,521,374 to the Governor's Office of Emergency Services (CalOES). The reimbursement request has been approved by CalOES but has not yet been received by the County.

BACKGROUND:

Federal Disaster Relief Actions

On Friday, March 13, 2020, President Trump declared a nationwide emergency in response to the growing COVID-19 pandemic pursuant to Sec. 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). That action provides access to the Federal Emergency Management Agency (FEMA) Public Assistance program, which allows for a 75% federal cost share on certain emergency protective measures taken at the direction or guidance of public health officials in response to the COVID-19 pandemic. Qualifying expenditures are those that are not supported by the authorities of another federal agency (i.e. reimbursement for response activities funded by another federal agency grant program). Examples of reimbursable activities include the activation of Emergency Operations Centers, National Guard costs, law enforcement and other measures necessary to protect public health and safety.

The Governor's Office of Emergency Services (CalOES) is facilitating the collection of FEMA Requests for Public Assistance (RPA) from agencies (public and private) impacted by the COVID-19 pandemic. CalOES advised that RPA documents, which do not include a specific dollar amount of public assistance being

requested, be filed no later than April 17, 2020. Filing of this document allows agencies, including the County, to be on record stating that costs have been incurred as part of the response effort and allows for a request to FEMA that a portion of those costs be reimbursed in the future. In addition, CalOES requested that impacted agencies adopt required Project Assurances for federal Assistance and a resolution designating agents that can act on behalf of the impacted agency.

On March 31, 2020, the Board of Supervisors took action to adopt Resolution No. 2020/112 authorizing the County Administrator to submit the RPA documents discussed above to CalOES to ensure the opportunity for Federal cost reimbursement. The County subsequently filed its RPA with FEMA, which was approved on April 17, 2020.

State Disaster Request and Presidential Authorization

Following the President's action, Governor Newsom requested that the federal government declare a major disaster in California due to COVID-19. The President approved the State's request on Sunday, March 22, 2020, which activated additional federal resources directed to assist California, including deployment of mobile hospital units and a U.S. Navy hospital ship, among other things. Contra Costa County was a recipient of mobile field hospital equipment and took delivery of those resources at the Craneway Pavilion in Richmond, which served as a 250-bed alternate care site supporting the capacity of the County's hospital and clinic system.

Contract with Ernst & Young, LLP

On June 2, 2020, the Board of Supervisors authorized the County Administrator to execute an agreement with Ernst & Young, LLP, a well-known and respected accounting and financial services firm, for assistance with cost recovery operations related to the COVID-19 pandemic. At that time, there was significant financial relief legislation being passed, such as the CARES Act, and varying guidance coming from FEMA as to what local costs may be eligible for the FEMA Public Assistance program reimbursement under the Stafford Act (discussed above). It was imperative for the County to secure financial advisory services before there was a rush by other jurisdictions to secure the same services and to begin strategizing how the County would weather the financial impacts of the pandemic, while attempting to align all of the varying revenue sources properly to maximize cost recovery. The California Association of Public Hospitals and Health Systems Association (CAPH) was conducting a process to identify a vendor to provide similar advice for the benefit of statewide public hospital systems generally - Ernst & Young LLC was chosen to provide those services to CAPH. Since Contra Costa County is one of a small amount of counties in the State to operate a public hospital and clinic system, it was determined that relying on the CAPH process and contracting with Ernst & Young LLP would create potential synergies and maximize cost recovery coordination efforts.

On October 19, 2021, the Board authorized an increase to the contract payment limit with Ernst & Young, LLP by $700,000 from $300,000 to $1,000,000 and an extension of the contract period through December 31, 2022 (Agenda Item No. C.34). This provided for continuity of consultancy services related to FEMA-claiming activity through calendar year 2022. At that period of time, the federal government had directed all entities seeking FEMA Public Assistance program funds to file claims for COVID-19 related response costs through July 1, 2022 by December 31, 2022. In addition, CalOES requested that those claims be submitted no later than September 30, 2022, in advance of the FEMA date above, to allow the State sufficient time to review and sign off on the claims. Stafford Act reimbursement claims must first flow through and be approved by States prior to release to the federal government for review and processing.

On September 13, 2022, the Board authorized an additional increase to the contract payment limit with Ernst & Young, LLP by $500,000, from $1,000,000 to $1,500,000 and an extension of the contract period through June 30, 2023 (Agenda Item No. C.69). This allowed the County to continue processing FEMA claims for expenditures through July 1, 2022, which were due for submission by December 31, 2022. COVID-19 related expenditures incurred from July 1, 2022 forward are still eligible for FEMA reimbursement, but at a 90% Federal / 10% Local cost share (down from 100% Federal).

On May 16, 2023, the Board approved an additional increase to the payment limit of the County's existing contract with Ernst & Young, LLP by $500,000, from $1,500,000 to $2,000,000 and extended the termination date of the contract through June 30, 2024 (Agenda Item No. C.39). All costs paid to Ernst & Young, LLP for these services continued to be eligible for reimbursement from FEMA as Category Z management fee claims; however, the County General Fund incurs those costs prior to reimbursement similar to other COVID-19, FEMA eligible expenditures. Category Z management fees are typically claimed at the end of the incident claiming period and, in the case of the COVID-19 disaster, FEMA has advised that management expenditures can be incurred through May 11, 2025, which may include any assistance provided in closing out FEMA projects that have already been obligated and paid to local jurisdictions.

Today's action extends the termination date of the contract with Ernst & Young, LLP by an additional year, through June 30, 2025, to ensure that the County continues to benefit from professional consultation on FEMA Public Assistance program claims, including closeout and final audit of projects obligated by FEMA for which the County has received a federal reimbursement payment. To date, FEMA has obligated a total of $1,711,112 and the County has submitted claims for reimbursement in the amount of $1,521,374 to the Governor's Office of Emergency Services (CalOES). The reimbursement request has been approved by CalOES but has not yet been received by the County. FEMA has not disallowed any costs claimed by the County and staff does not anticipate any such action on future claims related to consulting services provided by Ernst & Young, LLP.

CONSEQUENCE OF NEGATIVE ACTION:

The County's current contract with the vendor will expire on June 30, 2024 resulting in a gap of professional consulting services related to FEMA Public Assistance program claims.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1605 **Agenda Date:** 6/4/2024 **Agenda #:** C.32.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: TAX AND BOND COUNSEL CONTRACT - STRADLING YOCCA CARLSON & RAUTH

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract amendment with Stradling Yocca Carlson & Rauth for tax and bond counsel services extending the termination date from June 30, 2024 to June 30, 2026 with no change to the contract limit of $250,000.

FISCAL IMPACT:

The cost of tax and bond counsel services is covered in the cost of issuance included in each bond issue. Fees will be capped at a maximum dollar amount (for both tax and bond counsel services) based on the type of bond issuance (e.g. lease revenue bond, tax revenue anticipation notes, etc.). This allows the County to plan for costs of issuance related to its future bond transactions.

BACKGROUND:

On May 21, 2021, the County issued a Request for Proposals (RFP) for tax, bond and disclosure counsel services. After review by Debt Affordability Advisory Committee (DAAC) and firm interviews, Stradling Yocca Carlson & Rauth was recommended to the County Administrator for consideration of a contract award to provide bond and tax counsel services to the County through June 30, 2024 with two, optional one-year extensions based on performance through June 30, 2026.

In addition to assistance with bonds, the services of Stradling Yocca Carson & Rauth are needed on an occasional basis to prepare presentations to rating agencies and complete other *ad hoc* projects in support of County business. It is important to retain a firm with these particular skills to ensure that the County is able to take advantage of potential refunding opportunities as they arise and stay updated on both market trends and other public finance-related legal issues such as the use of Inflation Reduction Act (IRA) tax credits.

The firm's experience with housing related financing was of particular interest to the DAAC and County Administrator due to the significant amount of federal and state funds available for housing development. In addition, there has been increased interest by cities statewide in using Enhanced Infrastructure Financing Districts (EIFDs) to fund regional infrastructure projects. Having a firm that has experience in housing and

innovative financing mechanisms continues to be important for this contract cycle.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not have the necessary legal representation on the issuance and sale of bonds and sufficient counsel for other public financing vehicles, such as IRA tax credits, EIFDs, etc.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1606 **Agenda Date:** 6/4/2024 **Agenda #:** C.33.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: FY 2023/24 3RD QUARTER UPDATE - AMERICAN RESCUE PLAN ACT (ARPA) & INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ACCEPT the fiscal year 2023/24 3rd Quarter report on American Rescue Plan Act (ARPA) and Infrastructure, Investment and Jobs Act (IIJA) funding to Contra Costa County.

2. DIRECT the County Administrator to claim $100,000 in remaining American Rescue Plan Act (ARPA), Local Assistance and Tribal Consistency Fund (LATCF) allocation to offset a portion of the General Fund subsidy to the Hospital Enterprise Fund in fiscal year 2023/24.

3. DIRECT the County Administrator to include $100,000 in the General Fund reserve designation of "Assigned" fund balance previously authorized on April 22, 2024 (Agenda Item D.1) at the conclusion of fiscal year 2023/24 in recognition of FEMA claims that have not yet been obligated or received.

FISCAL IMPACT:

No fiscal impact, this item is informational only.

American Rescue Plan Act: As of March 31, 2024, the County has identified $343.9 million of known ARPA revenue allocations across 23 unique grant programs. Of that amount, the County has received $334.2 million or 97.2%, and has spent $279.1 million, or 81.1%. A full accounting of the above figures, by unique grant program, is included in the "American Rescue Plan - Quarterly Report Worksheet," included as Attachment B to this staff report.

Infrastructure Investment and Jobs Act: As of March 31, 2024, the County has applied for $213.8 million in federal IIJA funded grants, including a required County match of $21.7 million, across 35 unique grant programs. Of that amount, the County has been awarded $99.8 million of federally funded grants, including a required County match of $12.8 million, among 20 unique grant programs. A full accounting of the above figures, by unique grant program, is included in the "Infrastructure Investment and Jobs Act - Quarterly Report Worksheet," included as Attachment C to this staff report.

BACKGROUND:

The American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 by President Biden. The ARPA is a broad and far-reaching funding package totaling $1.9 trillion, which provided direct stimulus to taxpayers, advances on child tax credit payments, direct allocations to State and Local governments as well as a myriad of competitive grant programs administered by federal agencies. A summary of the ARPA, including national funding figures, is included as Attachment A for reference.

County History of American Rescue Plan Act Actions

During the fiscal year 2021/22 budget development process, the County Administrator's Office requested information from departments about known impacts from the ARPA for context in assembling the fiscal year 2021/22 Recommended Budget. Because the passage of the ARPA occurred late in the County's budget process, there was very little information to share in subsequent budget presentations, with the exception of the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF), which was widely being tracked throughout the legislative process by state and local government professional organizations such as the National Association of Counties (NACo). At that time, the County was estimated to receive slightly more than $220 million over a two -year period.

On June 28, 2021, the County Administrator sent correspondence to department heads establishing guidance for reporting impacts of the ARPA on their respective departments. This included an initial assessment of ARPA impacts by program area, a request for information about unreimbursed COVID-19 costs incurred, a survey of one-time needs and templates of required quarterly reporting documents. The results were reported on during a public ARPA workshop hosted by the Board of Supervisors on August 3, 2021 (D.4 <http://64.166.146.245/agenda_publish.cfm?id=&mt=ALL&get_month=8&get_year=2021&dsp=agm&seq=45964&rev=0&ag=1790&ln=93090&nseq=46388&nrev=0&pseq=46497&prev=0>). In summary, departments reported the following information at that time:

- Known ARPA Revenue: $317,327,304, of which $127,606,232 has been received by the County
- Unreimbursed COVID-19 Costs: $16,882,139, including $7,368,000 of unrealized gas tax revenue due to Shelter in Place orders
- One-Time Needs: $71,655,531, including $4,120,000 that could be leveraged from non-ARPA funding sources

It is important to note that the One-Time Needs figure above reflected projects that could be obligated prior to December 31, 2024, consistent with CSLFRF guidelines discussed further below.

At the conclusion of the August 2021 public workshop, the Board directed the full $112 million allocation of Year 1 CSLFRF funding to the Health Services Department to defray the cost impacts of COVID-19 response activities. Subsequently, on January 25, 2022, the Board acknowledged that the fiscal year 2022/23 Recommended Budget would include $53 million of Year 2 CSLFRF funding in the Health Services Department budget. On April 12, 2022, the Board approved the fiscal year 2022/23 Recommended Budget as

presented, including the additional $53 million of Year 2 CSLFRF funding. At the conclusion of fiscal year 2021/22, the Health Services Department had not spent the entire $112 million allocation. $30 million of that amount was re-budgeted in fiscal year 2022/23, making the total amount budgeted $83 million ($53 million of Year 2 funds + $30 million of unspent Year 1 funds).

Review of Primary ARPA Revenue Drivers

Of the 23 ARPA programs identified on Attachment B, there are two grant programs that provide the majority of funding to the County; specifically, the CSLFRF and a second allocation of Emergency Rental Assistance Program (ERAP) funds. Below are additional details about both revenue streams.

Coronavirus State and Local Fiscal Recovery Fund - $224,058,903

Contra Costa County was allocated $224,058,903 of CSLFRF funds directly from the U.S. Treasury. The funding was allocated in two 50% tranches, the first of which was received by the County on May 18, 2021 in the amount of $112,029,451. The second tranche was distributed to the County in an equal amount on June 8, 2022. The ARPA outlines four specific eligible uses for CSLFRF funding:

• COVID-19 response activities or its negative economic impacts;
• Premium pay to eligible workers performing essential work during COVID-19;
• Government services to the extent of the reduction in revenue due to COVID-19; and
• Infrastructure investments specifically for water, sewer and broadband.

Each category above has several nuances associated with it, which staff has presented on several occasions beginning in August 2021 and at subsequent Board meetings. The ARPA requires CSLFRF recipients with populations of over 250,000 residents to submit an annual Recovery Plan Performance Report, including descriptions of projects and information on performance indicators and objectives of each award. CSLFRF expenditures must be incurred by December 31, 2024 and ultimately spent by December 31, 2026.

Emergency Rental Assistance Program 2 - $71,605,012 ($38,941,950 Federal + $32,663,062 State)

Contra Costa County was allocated an additional $71,605,012 in ERAP 2 funds directly from the U.S. Treasury and via the State of California through the State's ARPA funding allocation. This funding complements ERAP 1 funding previously received both from the U.S. Treasury and from the State in the amount of $75,822,311, making a total of $147,427,324 rental and utility assistance funding available to Contra Costa residents, landlords and utility providers. The State of California requested letters of intent from counties and cities slated to receive State allocations of ERAP 2 funds, subject to final approval by governing boards, to secure funding allocations. The County Administrator's Office filed the letter of intent with the State on July 27, 2021 and subsequently received Board approval to continue participating in the State's Housing is Key program, providing coordinated rental and utility assistance throughout the state, including to Contra Costans.

ERAP 2 funds were to be used largely in a similar fashion to ERAP 1, but also allowed for relocation cost and security deposit assistance to eligible residents. ERAP 1 funds were to be expended by September 30, 2022 and ERAP 2 funds must be expended by September 30, 2025. The State program has concluded and all funds were distributed prior to the deadlines outlined above. For reference, as of May 24, 2024, the total amount of ERAP assistance provided in Contra Costa County, among all funding programs, was $235.5 million, serving 17,273 households - $88 million above the County's initial allocation amounts, which was funded by State General Fund.

Fiscal Year 2023/24 3rd Quarter (January - March 2024) ARPA Status Report

As of March 31, 2024, the County has identified $343.9 million of known ARPA revenue allocations across 23 unique grant programs. Of that amount, the County has received $334.2 million, or 97.2%, and has spent $279.1 million, or 81.1%. A full accounting of the above figures, by unique grant program, is included in the "American Rescue Plan - Quarterly Report Worksheet," included as Attachment B to this staff report. Specific reporting on the CSLFRF program is presented below:

Status of ARPA CSLFRF Funding

As of March 31, 2024, the County had received the entire CSLFRF allocation of $224.1 million and expended $182.7 million. The County Administrator's Office worked with the Health Services Department during the fiscal year 2023/24 budget development process to determine how much CSLFRF allocation should be budgeted for COVID-19 wind down activities resulting in the ultimate appropriation of $15 million. Based on actual expenditures in fiscal years 2021/22 and 2022/23 and the anticipated re-budget of unused funds in fiscal year 2023/24, the amount of CSLFRF funds remaining unallocated at that time was approximately $37.5 million as illustrated below.

ARPA - CSLFRF Allocation Projected Expenditures, thru 6/30/24	FY 2021/22 Actuals	FY 2022/23 Actuals	FY 2023/24 Projected	Total
Funding Sources:	**$ 112,029,452**	**$ 112,029,452**	**$0**	**$224,058,903**
Funding Uses:				
Health Services (COVID-19)	79,214,397	67,204,394	15,795,606	162,214,397
Pandemic Service Relief Payment	0	24,300,111	0	24,300,111
Total Claimed	**$ 79,214,397**	**$ 91,504,505**	**$ 15,795,606**	**$186,514,508**
Fund Balance				**$ 37,544,395**

Closeout of ARPA CSLFRF Program

On April 23, 2024, the Board of Supervisors, as part of the fiscal year 2024/25 Budget Hearings directed the County Administrator to obligate and drawdown the remaining unallocated portion of CSLFRF funds in the amount of $37,544,395. The drawdown is to offset the actual costs of the County subsidy to the Hospital Enterprise funds in fiscal year 2023/24. This action effectively will conclude the County's CSLFRF program at the conclusion of fiscal year 2023/24 - June 30, 2024.
In addition, the Board directed the County Administrator to create a new General Fund Reserve designation in the amount of $37,544,395 for possible allocation in the future once more is known about the County's outstanding COVID-19 related FEMA claims.

Closeout of ARPA Local Assistance and Tribal Consistency Fund

Today's action also proposes the same approach for the ARPA Local Assistance and Tribal Consistency Fund

(LATCF) allocation in the amount of $100,000. The LATCF is a relatively small grant program included within the ARPA legislation and has been reported on Attachment B in the Board's quarterly reporting process. Given that the liability related to COVID-19 FEMA exposure continues to exceed the $37.5 million revenue designation discussed above, staff is recommending that the LATCF program be claimed in full by the end of the current fiscal year, similarly to offset the cost of the County's subsidy to the Hospital Enterprise Fund, and be included in the reserve designation for potential allocation in future years once more is known about the County's outstanding COVID-19 related FEMA claims.

Infrastructure Investment and Jobs Act (IIJA)

According to the Government Finance Officer's Association (GFOA), the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law (BIL), was signed into law by President Biden on November 15, 2021. The law authorizes $1.2 trillion for transportation and infrastructure spending with $550 billion of that figure going toward "new" investments and programs. Funding from the IIJA is expansive in its reach, addressing energy and power infrastructure, access to broadband internet, water infrastructure, and more. Some of the new programs funded by the bill could provide the resources needed to address a variety of infrastructure needs at the local level. Specific highlights of the IIJA funding program include:

Public Transportation: The IIJA invests $91.2 billion to repair and modernize transit. The legislation supports expanded public transportation choices nationwide, replacing thousands of deficient transit vehicles, including buses, with clean, zero emission vehicles, and improving accessibility for the elderly and people with disabilities.

Airports and Federal Aviation Administration Facilities: The IIJA invests $25 billion to address repair and maintenance needs, reduce congestion and emissions, and modernize our National Aerospace System.

Ports and Waterways: The IIJA invests over $16.7 billion to improve infrastructure at coastal ports, inland ports and waterways, and land ports of entry along our border.

Electric Vehicles, Buses, and Ferries: The IIJA includes a $7.5 billion investment in electric vehicle charging to help build out a national network of 500,000 electric vehicle chargers. In addition, there are investments from the IIJA for specific vehicles to transition to electric school buses, transit buses, and even passenger ferries to reduce emissions for their riders, including children and low-income families that bear the greatest burdens of pollution while trying to meet their mobility needs.

Broadband Deployment and Access: The IIJA included a $65 billion investment to help close the digital divide and ensure access for all Americans to reliable, high speed, and affordable broadband. The additional funding builds off of investments in previous laws, including the American Rescue Plan (ARPA) and the Consolidated Appropriations Act of 2021. As a result of the additional funding, the National Telecommunications and Information Administration (NTIA) plans to implement several new programs with these aggregate investments.

Water Infrastructure: The IIJA invests more than $50 billion through the Environmental Protection Agency's (EPA) drinking water, wastewater, and storm water infrastructure programs.

Resiliency: The IIJA makes our communities safer and our infrastructure more resilient to the impacts of climate change and cyber-attacks, with an investment of more than $50 billion to protect against draughts, heat,

floods and wildfires, in addition to major investments in weatherization. The legislation is the largest investment in the resilience of physical and natural systems in American history.

Fiscal Year 2023/24 3rd Quarter (January - March 2024) IIJA Status Report

Contra Costa County has been aggressively pursuing IIJA dollars for local infrastructure projects. As of March 31, 2024, the County has applied for $213.8 million in IIJA related grants, including $192 million in federal funding (administered by the State in most cases) and $21.7 million in required County match across 35 unique grant programs. Of that amount, the County has been awarded $99.8 million, including $86.9 million in federal funding and $12.8 million in required County match across 20 unique grant programs. Of those 20 grant awards, the County has expended $13.4 million, including $11.9 million in federal funds and $1.5 million in required County match across six (6) unique grant programs. A full accounting of the above figures, by unique grant program, is included in the "Infrastructure Investment and Jobs Act - Quarterly Report Worksheet," included as Attachment C to this staff report.

CONSEQUENCE OF NEGATIVE ACTION:

The fiscal year 2023/24 3rd Quarter report on the American Rescue Plan Act (ARPA) and the Infrastructure Investment and Jobs Act (IIJA) will not be formally accepted by the Board of Supervisors.

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	**Program Title**	**Federal Budget Augmentation**	**Summary Description**
Fiscal Recovery Funds	State & Local Fiscal Recovery Funds	$130.2B	Contra Costa will receive $224M
Fiscal Recovery Funds		$2B	This only applies if a jurisdiction gets Payment in Lieu of taxes (PILT): Provides an additional $1.5 billion, split evenly over FY 2022 and 2023, for eligible revenue share counties (i.e., public land counties)
Assistance to Individuals and Families	Supplemental Nutrition Assistance Program (SNAP) Administration	$1.1B	Pass through from the state for local SNAP administration and supplemental costs of running the program
Assistance to Individuals and Families	SNAP 15% Benefit Extension	$3.5B	Extends the benefit increase through 9/30/2021
Assistance to Individuals and Families	Women, Infant, Child (WIC) Program	$0.9B	Emergency funds which will enhance benefits for four months plus $390 million of which will support outreach innovation and program modernization funding.
Assistance to Individuals and Families	Pandemic Electronic Benefits Transfer (EBT)	$5.6B	Provides +15% monthly SNAP benefits to low-income children (including under 6 years old) who have lost access to free/reduced price meals at school or child care due to the pandemic; May not apply in CA
Assistance to Individuals and Families	Commodity Supplemental Food Program	$37M	Funds supplementing low-income, 60+ individuals with healthy food commodities
Assistance to Individuals and Families	Family Violence Prevention and Services	$0.5B	Formula grants may be available to counties for Domestic Violence hotlines and survivor support programs
Assistance to Individuals and Families	Community-based Child Abuse Prevention	$0.3B	Through 9/30/2023; Going to state lead entities but may be available to counties through competitive sub-awards
Assistance to Individuals and Families	Pandemic Emergency Assistance	$1.0B	Targeted cash assistance supplement
Assistance to Individuals and Families	Older Americans Act (OAA) Programs	$1.4B	Additional funds for nutrition, community support and ombudsperson services provided directly to local Area Agencies on Aging (Triple A)

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	**Program Title**	**Federal Budget Augmentation**	**Summary Description**
Assistance to Individuals and Families	Elder Justice Act Programs	$276M	Funding through Federal FY 2022 to prevent elder fraud and abuse
Assistance to Individuals and Families	Early Childhood Home Visiting	$150M	States receive these funds and may subaward to county entities providing services
Assistance to Individuals and Families	Family Planning	$50M	Federal grant program providing low-income and adolescent patients with essential family planning and preventative health services. County health departments are eligible applicants of these grants.
Assistance to Individuals and Families	Tenant-Based Rental Assistance	$5B	Provides housing choice vouchers, with funds available through September 30, 2030.
Assistance to Individuals and Families	Homelessness Assistance	$5B	Provides rental assistance, provides supportive services and development of affordable housing through acquisition or creation of non-congregate shelter units. Funding will be allocated using the HOME Investment Partnerships Program.
Assistance to Individuals and Families	Emergency Rental Assistance	$21.6B	Provides an additional round of funding for the Emergency Rental Assistance Program. Funding is distributed to counties with 200,000 residents or more, to help keep residents stably housed during the COVID-19 pandemic.
Education and Childcare	Child Care and Development Block Grants (CCDBG)	$15B	Administered by state in CA, but may be available as a subaward to counties
Education and Childcare	Child Care Entitlements to States	$633M	Permanent increase in funding to states and State match waiver through end of FFY 2022. These changes should make more money available to counties
Education and Childcare	Low Income Household Drinking Water and Wastewater Assistance Program (LIHWAP)	$4.5B	County administered program has a flexible structure and can support household heating and cooling expenses, weatherization assistance, crisis assistance, and services such as counseling.
Education and Childcare	Low Income Home Energy Assistance Program (LIHEAP)	$0.5B	Federal government is directing states to model LIHWAP after LIHEAP, it is possible that county governments functioning as a local LIHEAP agency will be responsible for administering this new program as well and may receive funds.
Education and Childcare	Head Start	$1.0B	Emergency funding to be distributed across existing Head Start agencies according to their share of total enrolled children.
Health	Certified Community Behavioral Health Clinic Expansion Grant Program	$420M	Grants aimed to increase access to, and improve the quality of community mental and substance use disorder treatment through the expansion of CCBHCs

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	**Program Title**	**Federal Budget Augmentation**	**Summary Description**
Health	Youth Suicide Prevention Programs	$20M	Counties that are public organizations designated by a state to develop or direct the youth suicide early intervention and prevention strategy are eligible to receive funds.
Health	Community Mental Health Services Block Grant	$1.5B	Counties may use block grant dollars to provide a range of services for adults and children with serious mental illnesses.
Health	Substance Abuse Prevention and Treatment Block Grant	$1.5B	Funding for county behavioral health authorities to serve vulnerable, low-income populations, such as those with HIV/AIDS, pregnant and parenting women, youth and others by ensuring access to substance abuse services.
Health	Community-based Funding for Local Substance Use Disorder Services	$30M	Provides grants to local governments for community-based overdose prevention programs, syringe services programs and other harm reduction services in light of increased pandemic related drug-misuse
Health	Community-based Funding for Local Behavioral Health Needs	$50M	Provides grants to local governments to address increased community behavioral health needs worsened by the COVID-19 pandemic.
Health	Project Aware	$30M	Provides grants, contracts and cooperative agreements to entities to advance wellness and resiliency in education.
Health	Community Health Centers	$7.6B	Provides grants to Federally Qualified Health Centers (FQHCs) to respond to the COVID-19 pandemic
Health	Public Health Workforce	$7.66B	Provides funding to establish, expand and sustain a public health workforce including grants to local public health departments
Health	National Health Services Corps	$800M	Provides funding for the scholarship as well as federal and state loan repayment programs for the healthcare workforce
Health	Nurse Corp	$200M	Provides funding for the federal loan repayment programs for nurses
Health	Mental and Behavioral Health Professionals Training	$80M	Provides funding for grants or contracts to local governments and other entities, to run training programs in strategies for reducing and addressing suicide, burnout, mental health conditions and substance use disorders among health care professionals.
Health	Grants for Health Care Providers to Promote Mental and Behavioral Health	$80M	Provides funding to award grants or contracts to entities providing health care, including federal qualified health centers, to establish or expand programs to promote mental health among their providers and others
Health	Pediatric Mental Health Care Access	$40M	Provides funding to award grants to counties to promote behavioral health integration in pediatric primary care through the development and support pediatric mental health care telehealth access programs
Health	Grants for Testing	$47.8B	Provides funding for COVID-19 testing, contact tracing and mitigation activities. Note that this funding will be distributed to local jurisdictions through existing cooperative agreements

AMERICAN RESCUE PLAN - FUNDING SUMMARY			ATTACHMENT A
Program Area	**Program Title**	**Federal Budget Augmentation**	**Summary Description**
Health	Grants for Vaccines	$7.5B	Provides funding for COVID-19 vaccine activities. Note that this funding will be distributed to local jurisdictions through existing cooperative agreements
Other	FEMA Disaster Relief Funds	$50B	Provides additional funds to meet the immediate needs of local governments
Other	Emergency Food and Shelter Program	$400M	Local governmental entities that provided food, shelter and supportive services to people with economic emergencies services in their communities are eligible to apply for this supplemental funding
Other	Emergency Food and Shelter Program - Humanitarian Relief	$110M	Local governmental entities that provided food, shelter and supportive services to people with economic emergencies services in their communities are eligible to apply for this supplemental funding through the National Board for the Emergency Food and Shelter Program
Other	Assistance to Firefighter Grants (AFG)	$100M	Fire agencies can apply for supplemental funds to purchase PPE for first responders
Other	Staffing for Adequate Fire and Emergency Response (SAFER) Grants	$200M	Funding for local fire and emergency response teams to help them increase or maintain the number of trained, "front line" firefighters available in their communities
Other	Emergency Management Performance Grants	$100M	Grant funding for local emergency management agencies for implementation of the National Preparedness System and works toward the National Preparedness Goal of a secure and resilient nation.
Other	Economic Development Assistance (EDA) Programs	$3.0B	Local government is eligible to apply for the EDA program and can use the funding for economic recovery projects. 25% of the funds are reserved for communities that have suffered economic injury due to job losses in the travel, tourism or outdoor recreation sectors.
Other	Categorical Grants - Air Pollution	$50M	Local government can apply for grants and activities related to air quality monitoring and the prevention and control of air pollution
Other	Emergency Connectivity Fund for Libraries (and schools)	$7.2B	This competitive grant funding provides a 100% reimbursement to schools and libraries for internet access and connected devices for students and teachers for remote learning and library services.

PROGRAM INFORMATION						FINANCIAL INFORMATION		
CCC Department	**CFDA**	**Federal Grantor Agency**	**State Passthrough Agency Name (if any)**	**Program Title**	**Program Description**	**Est. Federal Grant Allocation to County**	**Federal Grant Allocation Received**	**Federal Grant Allocation Expended**
CAO	21.027	U.S. Treasury	N/A	Coronavirus State and Local Fiscal Relief Fund (CSLFRF)	$350 billion to state, local, territorial, and Tribal governments to bolster their response to the COVID-19 emergency and its economic impacts. Eligible expenses include • Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; • Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; • Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; • Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and, • Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.	$ 224,058,903	$ 224,058,903	$ 182,686,532
CAO	21.023	U.S. Treasury	N/A	Emergency Rental Assistance Program (ERAP) 2 - Federal Direct Allocation	ERA2 payments are made directly to states, U.S. territories and local governments with more than 200,000 residents. ERA2 sets aside $2.5 billion for eligible grantees with a high need for ERA2 assistance, based on the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020. At least 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA2 funds generally expire on September 30, 2025.	$ 38,941,950	$ 38,941,950	$ 38,941,950
CAO	21.023	U.S. Treasury	California Housing and Community Development Department	Emergency Rental Assistance Program (ERAP) 2 - State Subrecipient Allocation	ERA2 payments are made directly to states, U.S. territories and local governments with more than 200,000 residents. ERA2 sets aside $2.5 billion for eligible grantees with a high need for ERA2 assistance, based on the number of very low-income renter households paying more than 50 percent of income on rent or living in substandard or overcrowded conditions, rental market costs, and change in employment since February 2020. At least 90 percent of awarded funds must be used for direct financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing. Remaining funds are available for housing stability services, including case management and other services intended to keep households stably housed. ERA2 funds generally expire on September 30, 2026	$ 32,663,062	$ 32,663,062	$ 32,663,062

PROGRAM INFORMATION						FINANCIAL INFORMATION		
CCC Department	**CFDA**	**Federal Grantor Agency**	**State Passthrough Agency Name (if any)**	**Program Title**	**Program Description**	**Est. Federal Grant Allocation to County**	**Federal Grant Allocation Received**	**Federal Grant Allocation Expended**
CAO	21.032	U.S. Treasury	N/A	Local Assistance and Tribal Consistency Fund	The Local Assistance and Tribal Consistency Fund provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdiction's needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity. As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose.	$ 100,000	$ 100,000	$ -
ConFire	97.083	Federal Emergency Management Agency (FEMA)	N/A	FY 2021 SAFER (Staffing for Adequate Fire and Emergency Response) Grant	Funding for local fire and emergency response teams to help them increase or maintain the number of trained, "front line" firefighters available in their communities.	$ 7,548,363	$ 1,002,814	$ 3,090,679
EHSD	93.600	Administration for Children & Families-Office of Head Start	N/A	Head Start	American Rescue Plan (ARP): Fiscal Year 2021 funding increase for Head Start grantees to support program work toward full re-opening of in-person comprehensive services as local health guidance allows. Federal allocation is $1 billion.	$ 2,881,131	$ 2,881,131	$ 1,685,141
EHSD	93.568	Administration for Children & Families-Office of Community Services	California Department of Community Services & Development	Low Income Home Energy Assistance Program (LIHEAP)	Provides $4.5 billion in emergency LIHEAP funds to remain available until September 30, 2022.	$ 4,692,311	$ 4,692,311	$ 4,662,013
EHSD	95.053	Health and Human Services - Administration for Community Living (ACL)	California Department of Aging	Emergency Older Americans Act (OAA) Program Funding	Provides $1.43 billion in emergency OAA funding, including $750 million for senior nutrition programs, $460 million for home-and-community-based support services, $45 million for disease prevention, $10 million for the long-term care ombudsman program and $145 million in assistance for grandparents caring for grandchildren.	$ 3,810,565	$ 3,810,565	$ 1,657,587
EHSD	93.747	Health and Human Services - Administration for Community Living (ACL)	California Department of Social Services	Elder Justice Act Programs	Provides at least $188 million for the Elder Justice Act in both FY 2021 and FY 2022, and $88 million for grants to public transit systems to improve transportation access for older adults and people with disabilities.	$ 15,381	$ 15,381	$ 7,500
EHSD	93.591	Health and Human Services - Administration for Children & Families-Family and Youth Services Bureau	CalOES	Family Violence Prevention and Services Act (FVPSA) Program Supplemental Grants	$450 million Federal funds allocated. Will provide 296 supplement grant awards to states, territories, tribes and local domestic violence organizations to respond to domestic violence. While counties are ineligible to receive direct allocations through the FVPSA program, they may receive funding through their state.	TBD	$ -	$ -
EHSD	93.590	Health and Human Services - Administration for Children & Families-Children's Bureau	California Department of Social Services	Community Based Child Abuse Prevention (CBCAP) and Child Abuse Prevention Treatment Act (CAPTA) Supplemental Funding	$25 Million Federal Funds allocated. Counties and tribes with Title IV-E agreement with state opt-in to the ARPA-CBCAP suplemental funding, a one-time allocation that can be spent through September 30, 2025 without a requirement for non-federal matching fund for child abuse prevention direct services and planing activites.	$ 522,976	$ 522,976	$ -
EHSD	93.575	Administration for Children & Families -Office of Childcare	California Department of Social Services	Child Care Development Block Grant (CCDBG)	ARPA provides a total of nearly $39 billion in emergency funds for the Child Care Community Block Grant (CCDBG), of which nearly $15 billion is for child care subsidies through FY 2024. The remaining $24 billion will be available to states to make stabilization subgrants directly to child care providers to assist in maintaining operations.	TBD	$ -	$ -
EHSD	93.596	Administration for Children & Families -Office of Childcare	California Department of Social Services	Child Care Slots / Child Care Stabilization Funds	Increases child care access by 206,500 slots in Alternative Payment, General Child Care, Migrant Child Care, bridge program for foster children, and prioritizes ongoing vouchers for essential workers currently receiving short-term child care. Potential increase in the standard reimbursement rate and regional market rate ceilings. Two one time stipends will be issued out to providers: the first will be $600 per child using March 2021 enrollment and the second will be based on facility type and licensing capacity. Stipends are to be used to support with COVID-19 pandemic relief, and, in the case of decreased enrollment or closures, to support child care providers and state preschool programs in remaining open or reopening. Budget to also include a hold harmless clause for all State Programs. Federal allocation is $24 billion.	TBD	$ -	$ -
EHSD	93.568	Administration for Children & Families-Office of Community Services	California Department of Community Services & Development	Low-Income Household Drinking Water and Wastewater Emergency Assistance Program (LIHWAP)	Created under the FY 2021 Omnibus to assist with payments for drinking water and wastewater expenses. Federal allocation is $500 million.	$ 1,989,789	$ 1,989,789	$ 1,961,617
EHSD	93.558	Administration for Children & Families-Office of Family Assistance	California Department of Social Services	Temporary Assistance for Needy Families (TANF) Pandemic Emergency Assistance Fund	Provides $1 billion in short-term targeted aid (cash assistance or otherwise) to families in crisis. States will receive funds based on their population's share of children and portion of prior TANF expenditures dedicated to cash assistance.	$ 3,721,600	$ 3,721,600	$ 3,721,600

AMERICAN RESCUE PLAN
QUARTERLY REPORT

DEPARTMENT: *Countywide*
REPORTING PERIOD: *FY 2023/24 - Q3 (period ending March 31, 2024)*

ATTACHMENT B

PROGRAM INFORMATION						FINANCIAL INFORMATION		
CCC Department	**CFDA**	**Federal Grantor Agency**	**State Passthrough Agency Name (if any)**	**Program Title**	**Program Description**	**Est. Federal Grant Allocation to County**	**Federal Grant Allocation Received**	**Federal Grant Allocation Expended**
EHSD	93.747	Health and Human Services - Administration for Community Living (ACL)	California Department of Social Services	Elder Abuse Prevention Interventions Program	Funds are available for county expenditure between August 1, 2021 and September 30, 2023. While maximum flexibility is afforded to the counties in determining how they will spend the funds, counties are advised to exercise judgement consistent with the Elder Justice Act Section 2042(b); Section 9301 of the ARPA of 2021; and guidance provided by the federal Administration for Community Living. Based on ACL No. 22-07, examples of how to spend the allocation noted in the Federal Register Notice include:•Establishing or enhancing the availability for elder shelters and other emergency,short-term housing and accompanying "wrap-around" services; •Establishing, expanding, or enhancing state-wide and local-level elder justicenetworks; •Working with tribal APS efforts; •Improving or enhancing existing APS processes; •Improving and supporting remote work; •Improving data collection and reporting at the case worker, local, and state levelsin a manner that is consistent with the National Adult Maltreatment ReportingSystem; •Establishing new, or improving existing processes for responding to allegedscams and frauds; •Community outreach; •Providing goods and services to APS clients; •Acquiring personal protection equipment and supplies; •Paying for extended hours/over-time for staff, hiring temporary staff, andassociated personnel costs; •Training; •Assisting APS clients to secure the least restrictive option for emergency oralternative housing, and with obtaining, providing, or coordinating with caretransitions as appropriate.	$ 406,037	$ 406,037	$ -
HSD	93.224	Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services (HHS)	N/A	American Rescue Plan Act Funding for Health Centers	Appropriates funds to the Department of Health and Human Services (HHS) to be distributed to community health centers for: • Vaccine planning, preparation, distribution, and tracking • COVID-19 testing, monitoring, and contract tracing, including mobile testing and vaccinations • Health care workforce expansion • Health care services and infrastructure modification • Community outreach related to COVID-19	$ 3,355,250	$ 3,355,250	$ 3,355,250
HSD	93.958	Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS)	CA Department of Health Care Services (DHCS)	Community Mental Health Services Block Grant (MHBG)	Appropriates funds to HHS for Substance Abuse and Mental Health Services Administration (SAMHSA) block grants to states for community mental health services. Period covered is September 1, 2021 through June 30, 2025.	$ 2,597,143	$ 743,029	$ 1,029,334
HSD	93.959	Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (HHS)	CA Department of Health Care Services (DHCS)	Substance Abuse Prevention and Treatment Block Grant (SABG)	Appropriates funds to HHS for Substance Abuse and Mental Health Services Administration (SAMHSA) block grants to states for SUD programs. States will have some discretion in how funds are expended consistent with federal block grant requirements, and may choose to utilize some dollars consistent with existing block grant programs/services while allocating other dollars to new or one-time activities and priorities. All expenditures are subject to approval by SAMHSA.	$ 2,508,139	$ 1,133,961	$ 1,457,799
HSD	93.354	Centers for Disease Control and Prevention (CDC), U.S. Department of Health and Human Services (HHS)	CA Department of Public Health (CDPH)	Public Health Workforce	Appropriates funds to CDC to support 21st century outbreak response needs by: 1. Expanding and enhancing frontline public health staff 2. Conducting DIS workforce training and skills building 3. Building organizational capacity for outbreak response 4. Evaluating and improving recruitment, training, and outbreak response efforts Funds will be made available during the two-year budget period and period of performance (July 1, 2021 to June 30, 2023).	$ 1,910,858	$ 1,940,854	$ 1,910,854

PROGRAM INFORMATION						FINANCIAL INFORMATION		
CCC Department	**CFDA**	**Federal Grantor Agency**	**State Passthrough Agency Name (if any)**	**Program Title**	**Program Description**	**Est. Federal Grant Allocation to County**	**Federal Grant Allocation Received**	**Federal Grant Allocation Expended**
HSD	93.498	Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services (HHS)	N/A	Provider Relief Fund - American Rescue Plan (ARP) Rural Distribution	Appropriates funds to the Department of Health and Human Services (HHS) to be distributed to providers and suppliers who have served rural Medicaid, Children's Health Insurance Program (CHIP), and Medicare beneficiaries from January 1, 2019 through September 30, 2020. ARP Rural is intended to help address the disproportionate impact that COVID-19 has had on rural communities and rural health care providers.	$ 133,362	$ 133,362	$ 133,362
HSD	93.527	Health Resources and Services Administration (HRSA), U.S. Department of Health and Human Services (HHS)	N/A	HHS Bridge Access Program For COVID-19 Vaccines and Treatments	Appropriates funds to the Department of Health and Human Services (HHS) to maintain broad access to COVID-19 vaccines for millions of uninsured Americans. The program has two major components: • First, provide support for the existing public sector vaccine safety net, which is implemented through local health departments (LHDs) and Health Resources and Services Administration (HRSA) supported health centers. • Second, create a novel, funded partnership with pharmacy chains that will enable them to continue offering free COVID-19 vaccinations and treatments to the uninsured through their network or retail locations as has been done during the COVID-19 Public Health Emergency (PHE). Period covered is September 01, 2023 through December 31, 2024.	$ 14,526	$ 14,526	$ 14,526
DCD	14.239	U.S Department of Housing and Urban Development	N/A	HOME-ARP: HOME Investment Partnerships American Rescue Plan Program	Assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability. HOME-ARP funds can be used for four eligible activities: production or preservation of affordable housing; tenant-based rental assistance; supportive services, homeless prevention services, and housing counseling; purchase and development of non-congregate shelter.	$ 12,090,215	$ 12,090,215	$ 92,953
						$ 343,961,561	**$ 334,217,716**	**$ 279,071,759**
						as %	**97.2%**	**81.1%**

INFRASTRUCTURE, INVESTMENTS AND JOBS ACT (IIJA)
DEPARTMENT IMPACT WORKSHEET

DEPARTMENT: *Countywide*
REPORTING PERIOD: *FY 2023/24 - Q3 (period ending March 31, 2024)*

ATTACHMENT C

PROGRAM INFORMATION						FINANCIAL INFORMATION					
						Application Amount		Grant Award Amount		Amount Expended	
CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Federal Share	County Match	Federal Share	County Match	Federal Share	County Match
PW		Federal Highway Administration (FHWA)	–	Rebuilding American Infrastructure with Sustainability and Equity	San Pablo Dam Road Rehabilitation: Roadway embankment stabilization and pavement rehabilitation along several segments of San Pablo Dam Road. Project awards announced on June 28, 2023. Application not awarded.	$ 16,825,000	$ -	$ -	$ -	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Countywide Guardrail Upgrades – Phase 2: This project proposes to upgrade existing guardrails along arterials, collectors, and local roads at various locations countywide. This project is a continuation of systemically upgrading all guardrails in the unincorporated County. Areas under consideration for this project are: West County, Saranap, Alamo, and South Walnut Creek. These guardrails have been selected to assure cost effectiveness.	$ 999,990	$ 493,710	$ 999,990	$ 493,710	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Appian Way at Fran Way Pedestrian Crosswalk Enhancements: This project proposes to upgrade the existing crosswalk at the intersection of Appian Way and Fran Way in unincorporated El Sobrante.	$ 249,840	$ 260,960	$ 249,840	$ 260,960	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Walnut Boulevard Bike Safety Improvements: This project will improve bicyclist safety by widening the roadway shoulder for the southbound direction along approximately 850 feet of Walnut Boulevard between the intersections of Marsh Creek Road and Vasco Road in unincorporated Brentwood.	$ 249,415	$ 900,585	$ 249,415	$ 900,585	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Byron Highway Safety Improvements: This project proposes to construct safety improvements along Byron Highway between Clifton Court Road and Bruns Road. Improvements such as street lighting, edgeline rumble strips and curve advance warning flashing beacons are being considered.	$ 1,316,520	$ 146,280	$ 1,316,520	$ 146,280	$ 64,538	$ 7,171
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Vasco Road Safety Improvements: This project proposes to install safety improvements along Vasco Road between Walnut Boulevard and Camino Diablo in unincorporated Brentwood. These improvements include constructing a 0.75-mile-long no-passing zone with median striping, centerline rumble strip, and delineators along the Vasco Road median.	$ 715,050	$ 79,450	$ 715,050	$ 79,450	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Deer Valley Road Traffic Safety Improvements: This project proposes to install safety improvements along several of the horizontal roadway curves of Deer Valley Road where severe collisions have occurred. Improvements such as curve advance warning signs and widening shoulders will be used.	$ 1,125,810	$ 125,090	$ 1,125,810	$ 125,090	$ 45,926	$ 5,103
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	San Pablo Avenue Complete Street/Bay Trail Gap Closure: This project proposes to implement a road diet and construct a Class I shared-use path along the San Francisco Bay Trail.	$ 10,517,000	$ 1,200,000	$ 10,517,000	$ 1,200,000	$ 20,053	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	Pacifica Avenue Safe Routes to School: Reconfigure Pacifica Avenue to install a two-way cycle track, new and widened sidewalks, bulb-outs, and raised crosswalks from Intel Drive to Port Chicago Highway.	$ 3,902,000	$ 440,000	$ 3,902,000	$ 440,000	$ 27,605	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Bridge Investment Program/Highway Bridge Program	Marsh Creek Road Bridge Replacement (Bridge No. 28C143 & 28C145)	$ 14,268,379	$ 3,671,629	$ 14,268,379	$ 3,671,629	$ 9,756,813	$ 1,264,099
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Bridge Investment Program/Highway Bridge Program	Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)	$ 19,870,559	$ 1,791,030	$ 19,870,559	$ 1,791,030	$ 1,940,634	$ 251,430
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Bridge Investment Program/Highway Bridge Program	Del Monte Drive Bridge Painting and Poly Overlay (Bridge No. 28C0207)	$ 793,000	$ 374,000	$ 793,000	$ 374,000	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Bridge Investment Program/Highway Bridge Program	Freeman Road and Briones Valley Road Bridge Maintenance	$ 723,000	$ 217,000	$ 723,000	$ 217,000	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Bridge Investment Program/Highway Bridge Program	Second Avenue Bridge Replacement (Bridge No. 28C0383)	$ 7,108,000	$ 1,262,000	$ 7,108,000	$ 1,262,000	$ -	$ -
PW		Federal Emergency Management Agency (FEMA)	California Office of Emergency Services (CalOES)	Building Resilient Infrastructure and Communities 2020	Grayson/Walnut Creek Levee Improvement at CCCSD Treatment Plant: (FC is co-applicant with CCCSD). Application is in review.	$ 2,465,235	$ 405,674	Award pending	Award pending	TBD	TBD
PW		US Army Corps of Engineers (USACE)	-	Section 1135 – Project Modifications for Improvement of the Environment	Wildcat / San Pablo Creeks Ecosystem Restoration: Application is ongoing. Needs local match source.	$ 15,363,000	$ 1,500,000	Award pending	Award pending	TBD	TBD
PW		US Army Corps of Engineers (USACE)	-	Section 1135 – Project Modifications for Improvement of the Environment	Pinole Creek Habitat Restoration: Application is ongoing. Needs local match source.	$ 8,000,000	$ 750,000	Award pending	Award pending	TBD	TBD
PW		US Army Corps of Engineers (USACE)	-	Section 1135 – Project Modifications for Improvement of the Environment	Rodeo Creek Habitat Restoration: Application is ongoing. Needs local match source.	$ 13,949,000	$ 450,000	Award pending	Award pending	TBD	TBD

INFRASTRUCTURE, INVESTMENTS AND JOBS ACT (IIJA)
DEPARTMENT IMPACT WORKSHEET

DEPARTMENT: *Countywide*
REPORTING PERIOD: *FY 2023/24 - Q3 (period ending March 31, 2024)*

ATTACHMENT C

PROGRAM INFORMATION						FINANCIAL INFORMATION					
						Application Amount		Grant Award Amount		Amount Expended	
CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Federal Share	County Match	Federal Share	County Match	Federal Share	County Match
PW		US Army Corps of Engineers (USACE)	-	Section 1135 – Project Modifications for Improvement of the Environment	Rheem Creek Habitat Restoration: Application is ongoing. Needs local match source.	$ 6,990,000	$ 400,000	Award pending	Award pending	TBD	TBD
PW		US Environmental Protection Agency (EPA)	State Water Board	State Water Quality Improvment Fund Clean Watersheds for All	County-wide underserved communities GSI and water quality improvements.	$ 1,000,000	$ -	$ 1,000,000	$ -	$ -	$ -
PW		Federal Highway Administration (FHWA)	-	Charging and Fueling Infrastructure Program	Contra Costa County EV4All Project - installation and deployment of 60 Level 2 chargers and 52 Direct Current Fast Chargers at 15 Contra Costa County Library sites. Five percent (5%) of the requested award will support outreach and education activities. Project awarded. $300,000 earmarked for County admin costs.	$ 14,999,200	$ -	$ 14,999,200	$ -	$ -	$ -
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	Appian Way Pedestrian Crossing Enhancements: The project will construct pedestrian crossing safety enhancements and sidewalk improvements at five uncontrolled crosswalks to improve pedestrian safety and multi-modal access along Appian Way. Project not awarded. A portion of the project was awarded Highway Safety Improvement Program funding.	$ 3,265,000	$ 51,000	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	Carquinez Middle School Trail Connection: The project will construct multi-modal, ADA-compliant path along Crockett Boulevard to access two schools and close a gap in a regional trail. Install pedestrian crossing improvements. Project not awarded.	$ 4,459,000	$ 409,000	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	4th Street Crosswalk Enhancements: The project will construct bulb-outs, close a sidewalk gap, upgrade sub-standard sidewalks, install RRFBs and new high-visibility crosswalks at three intersections on Fourth Street Project not awarded.	$ 1,576,000	$ -	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Transportation Alternatives/Active Transportation Program	Market Avenue Complete Street: The project will construct widened and ADA-accessible sidewalks, ADA-compliant curb ramps, curb extensions, shared-lane bicycle markings, and narrow travel lanes along 0.3 miles of Market Avenue. Project not awarded.	$ 3,437,000	$ 60,000	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Camino Diablo Safety Improvements: This project proposes to install street lighting and rumble stripes along Camino Diablo Road between Vasco Road and McCabe Drive. Project not awarded.	$ 890,460	$ 98,940	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	California Department of Transportation	Highway Safety Improvement Program	Camino Tassajara Street Lighting Improvements: This project proposes to install street lighting at various locations along Camino Tassajara between Finley Road and Windemere Parkway. Project not awarded.	$ 1,221,840	$ 135,760	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	–	Safe Streets and Roads for All	San Pablo Avenue Complete Street/Bay Point Trail Gap Closure: Project not awarded. This project was awarded Active Transportation Program funding.	$ 9,484,184	$ 2,371,046	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	–	Rebuilding American Infrastructure with Sustainability and Equity	San Pablo Avenue Complete Street/Bay Point Trail Gap Closure: Project not awarded. This project was awarded Active Transportation Program funding.	$ 8,122,790	$ -	$ -	$ -	N/A	N/A

INFRASTRUCTURE, INVESTMENTS AND JOBS ACT (IIJA)
DEPARTMENT IMPACT WORKSHEET

DEPARTMENT: *Countywide*
REPORTING PERIOD: *FY 2023/24 - Q3 (period ending March 31, 2024)*

ATTACHMENT C

PROGRAM INFORMATION						FINANCIAL INFORMATION					
						Application Amount		Grant Award Amount		Amount Expended	
CCC Department	CFDA	Federal Grantor Agency	State Passthrough Agency Name (if any)	Program Title	Program Description	Federal Share	County Match	Federal Share	County Match	Federal Share	County Match
PW		Federal Highway Administration (FHWA)	–	Safe Streets and Roads for All	Vision Zero Tier One Implementation Project: This project combination of five individual projects countyside, including: (1) San Pablo Dam Rd and Valley View Rd Intersection Improvements; (2) Danville Blvd Complete Streets; (3) Marsh Creek Rd Safety Improvements; (4) Camino Diablo and Vasco Rd Intersection Improvements; and (5) Byron Hwy Safety Improvements. All five components are identified as Tier One projects on the County's Vision Zero Action Plan. Project not awarded.	$ 9,043,000	$ 2,261,000	$ -	$ -	N/A	N/A
PW		Federal Highway Administration (FHWA)	–	Rural and Tribal Assistance Pilot Program	Vasco Road Corridor Safety Improvements: This project proposes to study the Vasco Road corridor and propose countermeasures to safety concerns. The grant opportunity would fund a feasibility study and reimburse consultant time. Project awarded.	$ 320,000	$ -	$ 320,000	$ -	$ -	$ -
PW		US Environmental Protection Agency (EPA)	–	San Francisco Bay Water Quality Improvement Fund	Wildcat Creek Fish Passage Implementation	$ 1,800,000	$ 1,883,371	$ 1,800,000	$ 1,883,371	$ -	$ -
PW		US Environmental Protection Agency (EPA)	–	Clean Watersheds for All Water Quality Improvement Fund $1 M grant	Clean watersheds in underserved communities throughout Contra Costa County	$ 1,000,000	$ -	$ 1,000,000	$ -	$ -	$ -
PW		US Environmental Protection Agency (EPA)	–	Regional Watching Our Waterways Trash Water Quality Improvement Fund $3.6 M	Receiveing water monitoring in waterbodies in Contra Costa, Alameda, San Mateo, and Santa Clara County 50% local match. San Mateo CCAG is lead. Trash receiving water monitoring, anti-littering outreach, and enhancement of regional partnerships.	$ 3,600,000	$ -	$ 3,600,000	$ -	$ -	$ -
PW		US Environmental Protection Agency (EPA)	–	San Francisco Bay Water Quality Improvement Fund, FY 2023	Restoring Wildcat Creek: Community-Led Watershed Health Update and Priority Project Implementation In partnership with SFEP, UT, TWP, EBRPD, WCWD, TU, SPCWC, WRE, WRI, CUSP, CCCWA, and Greenbelt Alliance	$ 2,376,000	$ -	$ 2,376,000	$ -	$ -	$ -
						$ 192,025,272	**$ 21,737,525**	**$ 86,933,763**	**$ 12,845,105**	**$ 11,855,570**	**$ 1,527,802**

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1607 **Agenda Date:** 6/4/2024 **Agenda #:** C.34.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: BJA FY2024 National Community Courts Initiative Grant Application

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the FY2024 National Community Courts Initiative Grant from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), in an amount not to exceed $900,000, for a Community Court Enhancement Program, for the period October 1, 2024 through September 30, 2028.

FISCAL IMPACT:
The County will receive up to $900,000 over the 48-month grant period. A 25% cash (not to exceed $300,000) or in-kind match of the total project's cost is required. The required match may be waived upon request.

BACKGROUND:
With the FY2024 National Community Courts Initiative solicitation, BJA seeks to support efforts to establish and enhance community courts. This program furthers the DOJ's mission by providing resources to communities to enhance public safety and build trust between law enforcement and the community.

Contra Costa County District Attorney's Office has an existing community court program known as the Neighborhood Restorative Partnership (NRP). NRP is an alternative resolution to a criminal case. It is a community-based, adult, prefiling program. NRP uses restorative justice principals to resolve low-level, nonviolent offenses outside of the traditional courtroom, and diverts cases out of the criminal justice system. NRP Panelists (volunteers) are residents who live and work in the community and are trained to hear cases and create plans that enable the participant to address harms caused to the community and parties affected by the incident. NRP keeps low-level non-violent offenders out of the criminal justice system, keeps criminal convictions off their record, and aids in preventing obstacles to obtaining employment, education, housing, and meaningful participation in the community. Furthermore, NRP reduces the number of cases making their way through the criminal justice system, saving both time and money for the courts and impacted county agencies. Currently, NRP only reaches the cities of Concord, Martinez, Richmond, and Pittsburg. The NRP program is not currently available in additional cities within the county due to limited program funding and staffing.

With the existing NRP program, the DA's Office is eligible to apply for Category 2 for program enhancement under the BJA National Community Courts Grant. The DA's Office proposes to leverage the BJA National Community Courts Initiative Grant to fund additional positions to support the expansion of the NRP program throughout the County in the next few years. Funding from the BJA grant will also be utilized to support

additional recruitment and retention efforts and training for NRP panelists. Increased level of interpretation services will be provided to participants of the NRP program as well.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney's Office will be unable to apply for and accept the FY2024 National Community Courts Initiative Grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1608 **Agenda Date:** 6/4/2024 **Agenda #:** C.35.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: FY2024 Byrne Discretionary Community Project Grant Application

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the District Attorney, or designee, to apply for and accept the FY2024 Byrne Discretionary Community Project grant from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Victims of Crime (OVC) in an amount not to exceed $963,000 for an Underserved Survivors Support and Safety Program for the period July 1, 2024 through June 30, 2028.

FISCAL IMPACT:
The County will receive up to $963,000 over the grant period. No match is required.

BACKGROUND:
The Contra Costa County District Attorney's Office was invited to apply to the OVC FY2024 Byrne Discretionary Community Project Grants Program. Funding will only be provided for the specific OJP-Byrne projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law No. 118-42), including the Contra Costa District Attorney's Underserved Survivors Support and Safety Program.

The number of victims and survivors of violent crime has increased in the state and in the county in recent years. Many of these survivors also experience unique vulnerabilities or are from marginalized communities where there are greater incidents of unsolved shootings. When the shootings are unsolved, the case may not be brought to the District Attorney's Office and thus the victims and survivors never have the opportunity for support and access to services. Unsolved shootings become a barrier to engaging with the District Attorney's Office and this results in underserved or unserved victims. Consequently, underserved and unserved victims are unable to access the services and support to meet their immediate and long-term needs for recovery and healing, they are more likely to be revictimized, and offenders are allowed to continue to cause violent harm to others.

Many of unserved and underserved survivors are Black, Hispanic, Indigenous and other people of color who are disproportionately impacted by various health, social, and economic barriers which also compound the trauma of being a victim of violent crime. Underserved and unserved victims can also include the elderly, disabled, unhoused, LGBTQ, non-English speaking and immigrant community members. Underserved and unserved victims of violent crime require a greater level of engagement that is culturally appropriate and responsive to their unique barriers.

Through its victim witness advocacy program, the District Attorney's Office strives to serve survivors of crime, regardless of whether a case is filed, to assist them with services and support in the aftermath of crime. The FY2024 Byrne Discretionary Community Project Grant will fund additional positions in the District Attorney's Office to assist unserved victims with culturally appropriate services to increase access to support, healing and recovery.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the District Attorney's Office will be unable to apply for and accept the grant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-202 **Agenda Date:** 6/4/2024 **Agenda #:** C.36.

To: **Board of Supervisors**

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract # 29-499-1 California Department of Aging AP-2324-07 Amendment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT a resolution to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Aging to accept additional funds in an amount not to exceed $738,820 for a new amount not to exceed $7,663,566 and extend the term through June 30, 2025.

FISCAL IMPACT:

$738,820: 73% Federal and 27% State funds; $369,410 of which will be budgeted in FY23-24 and $369,410 of which will be budgeted in FY24-25. Appropriation and revenue adjustment for this amendment will be made during FY 2023-2024.

Total match of $661,250 is required: $214,291 by the County and $446,959 by subcontractors.

BACKGROUND:

On June 13, 2023, the Board approved item (C.97) authorizing execution of agreement number AP-2324-07 to accept funding in an amount not to exceed $6,924,746 from the California Department of Aging for the period July 1, 2023 through June 30, 2024 to implement Contra Costa's Area Plan for Fiscal Year 2023-2024. This contract amendment provides one-time only (OTO) funding to augment Older Americans Act (OAA) Title IIIB, Title IIIC, Title IIIE, Title VII programs in Contra Costa, as well as Ombudsman services funded with state funds. This amendment will allow Contra Costa County to increase baseline services for programs such as adult day care/adult day health, assisted transportation, congregate nutrition, home-delivered meals, family caregiver support, friendly visiting, Ombudsman, telephone reassurance, etc. OTO may also be used for one-time purchase of equipment needed to more effectively deliver these services.

CHILDREN'S IMPACT STATEMENT:

This contract supports the fourth of Contra Costa County's community outcomes of the Children's Report Card,

"Families that are Safe, Stable and Nurturing."

CONSEQUENCE OF NEGATIVE ACTION:

County would not be able to increase services for older adults, persons with disabilities, and family caregivers in Contra Costa through this funding stream.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Contract # 29-499-1 California Department of Aging AP-2324-07 Amendment

WHEREAS, on June 13, 2023, the Board approved items (C.97) authorizing execution of agreement number AP-2324-07 to accept funding in an amount not to exceed $6,924,746 from the California Department of Aging for the period July 1, 2023 through June 30, 2024 to implement Contra Costa's Area Plan for Fiscal Year 2023-2024, and

WHEREAS, this contract amendment provides one-time only (OTO) funding to augment Older Americans Act (OAA) Title IIIB, Title IIIC, Title IIIE, Title VII programs in Contra Costa, as well as Ombudsman services funded with state funds, and

WHEREAS, this amendment will allow Contra Costa County to increase baseline services for programs such as adult day care/adult day health, assisted transportation, congregate nutrition, home-delivered meals, family caregiver support, friendly visiting, Ombudsman, telephone reassurance, etc., and

WHEREAS, OTO may also be used for one-time purchase of equipment needed to more effectively deliver these services, and

WHEREAS, the Area Agency on Aging (AAA), a division in the Employment and Human Services Department, provides services to residents 60 years and older, adults with disabilities, and family caregivers in Contra Costa County to support their ability to live independently in the community for as long as possible, and

WHEREAS, the AAA fulfills this goal by delivering a variety of services, including the federal OAA programs.

NOW, THEREFORE, BE IT RESOLVED: the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Aging to accept additional funds in an amount not to exceed $738,820 for a new funding total not to exceed $7,663,566 for the period July 1, 2023 through June 30, 2024.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1609 **Agenda Date:** 6/4/2024 **Agenda #:** C.37.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Authorize contract for temporary social workers

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed $925,000 to provide qualified temporary social workers for clients of Children and Family Services Bureau for the period July 1, 2024 through June 30, 2025.

FISCAL IMPACT:

$925,000: (59% Federal, 35% State, and 6% County) all of which will be budgeted in FY 24-25.

BACKGROUND:

Children and Family Services (CFS) has experienced difficulties in recruiting and retaining qualified social workers. Currently, there are approximately 30 vacancies in addition to staff on leaves of absence. Recruitment efforts through Human Resources have not produced adequate numbers of candidates to fill all vacancies.

Previous contracts and amendments for these services with the contractor have been authorized by the Board of Supervisors on April 4, 2023 (C.73) for FY23/24, May 24, 2022 (C.48) for FY22/23 (amendment), January 18, 2022 (C.56) for FY22/23 (amendment), and on June 8, 2021 (C.79) for FY21/22.

CONSEQUENCE OF NEGATIVE ACTION:

Qualified social workers will not serve clients in CFS programs efficiently due to the higher than optimal caseload.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support 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" by ensuring children and families in CFS programs are working with qualified staff on a consistent basis.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1610 **Agenda Date:** 6/4/2024 **Agenda #:** C.38.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #20-400-3 Brain Squared Solutions-Two (2) Year Contract

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Brain Squared Solutions, in an amount not to exceed $296,000 to provide professional development training to Employment and Human Services staff for the period July 1, 2024 through June 30, 2026.

FISCAL IMPACT:

$296,000: 59% Federal, 35% State, and 6% County funds, $148,000 of which will be budgeted in FY 24-25, and $148,000 of which will be budgeted in FY 25-26.

BACKGROUND:

Contra Costa County Employment and Human Services Department (EHSD) has been contracting with Brain Squared Solutions for over 5 years. The training provided is well researched, and professionally designed to meet the needs of our staff. The previous contract was executed with a payment limit not to exceed $158,400 for one year, which did not require Board approval.

Brain Squared Solutions offers a variety of courses to staff including but not limited to: Empower to Perform, The Supervisor Series, Mentoring Program training, Critical Thinking, Effective Business Writing, Difficult Conversations, Emotional Intelligence, Giving & Receiving Feedback, You and a Successful Interview, Time Management and more. These educational services meet the exception for solicitation under Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will be limited in its professional development training.

CHILDREN's IMPACT STATEMENT:

This contract supports the 4th community outcome established in the Children's Report Card: "Families that are Safe, Stable and Nurturing".

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1611 **Agenda Date:** 6/4/2024 **Agenda #:** C.39.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract # 40-510-1 Title IIIC-1 Agreement with Golden Rain Foundation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an Agreement with Golden Rain Foundation of Walnut Creek, to deliver the Older Americans Act Title IIIC-1 Congregate Meal Program services by hosting and coordinating the Area Agency on Aging's Café Costa meals site in the amount not to exceed $325,000 in voluntary contributions for the period July 1, 2024 through June 30, 2026.

FISCAL IMPACT:

Café Costa congregate meal program participants can make voluntary contributions to offset the cost of their meals. The County anticipates to receive approximately $325,000 in voluntary contributions from the congregate meal program participants in FY 2024-2026, of which $150,000 will be budgeted in FY24-25 and $175,000 will be budgeted in FY25-26. (AL#93.045)

BACKGROUND:

On June 13, 2023, the Board approved item C.88 to execute eleven Interagency Agreements with ten Cities and a nonprofit agency for the period July 1, 2023 through June 30, 2024. These Agreements will renew the prior approved Agreements for a term of July 1, 2024 to June 30, 2026 to nine Cities deliver the Older Americans Act (OAA) Title IIIC-1 Congregate Meal Program by hosting and coordinating the Area Agency on Aging's (AAA) Café Costa meal sites.

The Title IIIC Senior Nutrition Program is a major program funded under the OAA, which includes serving meals onsite in congregate settings or delivering meals to homebound and frail individuals. Interagency Agreements with the following organizations enable the AAA to provide the Title IIIC-1 Congregate Meal Program directly to Contra Costa residents aged 60 and over and other eligible diners by offering hot, nutritious meals at Café Costa sites hosted by these agencies. As required in the OAA, program participants must be provided with an opportunity to contribute to the program. County expects to receive approximately $325,000 in voluntary contributions from individuals receiving meals at these congregate dining sites. Per the OAA, these funds will be used to enhance the congregate meals programs.

Golden Rain Foundation of Walnut Creek will provide participants with an opportunity to contribute to the program and funds will be remitted to EHSD.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County's Title IIIC-1 Congregate Meal services will not be delivered in Walnut Creek.

CHILDREN'S IMPACT STATEMENT:

This Agreement supports the fourth of Contra Costa County's community outcomes of the Children's Report Card, "Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1612 **Agenda Date:** 6/4/2024 **Agenda #:** C.40.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Title IIIC-1 Interagency Agreements with City Partners

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute nine Interagency Agreements with Cities, to deliver the Older Americans Act Title IIIC-1 Congregate Meal Program services by hosting and coordinating the Area Agency on Aging's Café Costa meals sites in the amount not to exceed $325,000 in voluntary contributions for the period July 1, 2024 through June 30, 2026.

FISCAL IMPACT:

Café Costa congregate meal program participants can make voluntary contributions to offset the cost of their meals. The County anticipates to receive approximately $325,000 in voluntary contributions from the congregate meal program participants in FY2024-2026, of which $150,000 will be budgeted in FY24-25 and $175,000 will be budgeted in FY25-26. (AL#93.045

BACKGROUND:

On June 13, 2023, the Board approved item C.88 to execute eleven Interagency Agreements with ten Cities and a nonprofit agency for the period July 1, 2023 through June 30, 2024. These Agreements will renew the prior approved Agreements for a term of July 1, 2024 to June 30, 2026 to nine Cities deliver the Older Americans Act (OAA) Title IIIC-1 Congregate Meal Program by hosting and coordinating the Area Agency on Aging's (AAA) Café Costa meal sites.

The Title IIIC Senior Nutrition Program is a major program funded under the OAA, which includes serving meals onsite in congregate settings or delivering meals to homebound and frail individuals. Interagency Agreements with the following organizations enable the AAA to provide the Title IIIC-1 Congregate Meal Program directly to Contra Costa residents aged 60 and over and other eligible diners by offering hot, nutritious meals at Café Costa sites hosted by these agencies. As required in the OAA, program participants must be provided with an opportunity to contribute to the program. County expects to receive approximately $325,000 in voluntary contributions from individuals receiving meals at these congregate dining sites. Per the OAA, these funds will be used to enhance the congregate meals programs.

The organizations below will provide participants with an opportunity to contribute to the program and funds

will be remitted to EHSD:

- City of Antioch
- Town of Danville
- City of El Cerrito
- City of Hercules
- City of Martinez
- Pleasant Hill Recreation and Park District
- City of Richmond
- City of San Pablo
- City of San Ramon

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County's Title IIIC-1 Congregate Meal services will not be delivered in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

These Interagency Agreements support the fourth of Contra Costa County's community outcomes of the Children's Report Card, "Families that are Safe, Stable and Nurturing."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1613 **Agenda Date:** 6/4/2024 **Agenda #:** C.41.

To: Board of Directors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #20-538-0 with Brain Learning Psychological Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Brain Learning Psychological Corporation, in an amount not to exceed $438,750 to provide Learning Disability Evaluations for California Work Opportunity and Responsibility to Kids / Welfare-to-Work participants for the period April 1, 2024 through June 30, 2026.

FISCAL IMPACT:

$438,750: 100% Federal Funding, of which $48,750 is budgeted in FY 23-24, $195,000 will be budgeted in FY 24-25, and $195,000 will be budgeted in FY 25-26.

BACKGROUND:

The Employment and Human Services Department engaged in solicitation and Request for Interest (RFI) 771 Learning Disability Evaluations for California Work Opportunity and Responsibility to Kids (CalWORKs)/Welfare-to-Work (WTW) Participants was processed. Brain Learning Psychological Corporation was the sole respondent and awarded the Contract.

The purpose of the learning disability evaluation in the CalWORKs program is to determine whether an individual has the ability to participate in WTW activities and provide options/referrals to social services that will improve the participants' chances of becoming financially self-sufficient.

CHILDREN'S IMPACT STATEMENT:

This contract supports the fourth of the Contra Costa County's community outcomes of the Children's Report Card", (4) "Families that are Safe, Stable and Nurturing".

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be able to comply with the CalWORKs program learning disabilities regulations and with Americans with Disabilities Act (ADA) protections for individuals with disabilities similar to protections provided on the basis of race, color, sex, national origin, age, and religion.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1614 **Agenda Date:** 6/4/2024 **Agenda #:** C.42.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Apply and Accept Training and Services to End Abuse in Later Life Program Grant

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to apply for and accept a continuation grant in an amount not to exceed $750,000 from the Department of Justice, Office of Violence Against Women for the Training and Services to End Abuse in Later Life Program Grant for the period of October 1, 2024 to September 30, 2027.

FISCAL IMPACT:
If awarded the County is to receive an amount not to exceed $750,000 from the Department of Justice, Office of Violence Against Women. This is 100% Federal funding. No County match is required.

BACKGROUND:
The Board of Supervisors previously approved the receipt of funds under the Abuse in Later Life Program grant by the Employment and Human Services Department (EHSD), through the Alliance to End Abuse Division, on February 11, 2020 (Board Item C.24). EHSD would like to apply for the Fiscal Year 2024-2025 continuation grant under this program, now renamed the Training and Services to End Abuse in Later Life Program, to continue providing training and services to address elder abuse in Contra Costa County. The Training and Services to End Abuse in Later Life Program supports a comprehensive approach to addressing abuse in later life, including domestic violence, dating violence, sexual assault, stalking, neglect, abandonment, economic abuse, or willful harm committed against victims who are 50 years of age or older.

EHSD (including the Alliance to End Abuse and Adult Protective Services) will collaborate with the Contra Costa Family Justice Alliance, the District Attorney's Office, Contra Costa Senior Legal Services, and multiple law enforcement agencies to submit the proposal and work collectively to meet the goals and deliverables of the grant. Additional partners may be identified and added as needed.

CONSEQUENCE OF NEGATIVE ACTION:
County would not receive federal funding to continue training for the criminal justice system and law enforcement agencies to respond to elder abuse, nor provide additional services for elder abuse victims of domestic violence, dating violence, sexual assault, stalking, neglect, and exploitation.

CHILDREN'S IMPACT STATEMENT:
This recommendation supports two (2) of Contra Costa County's community outcomes of the Children's Report Card": (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1615 **Agenda Date:** 6/4/2024 **Agenda #:** C.43.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract # 20-564-0 Family and Children's Trust Committee Contracts/Agreement Renewal Recommendations FY24-25

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, on behalf of the Family and Children's Trust Committee, to execute seven (7) contracts and one (1) interagency Agreement in an amount not to exceed $80,000 per agency, $640,000 in total for the period of July 1, 2024 through June 30, 2025 for prevention and intervention services to abused and neglected children or children at risk of abuse or neglect and their families for the following agencies:

Contracts:

1. Child Abuse Prevention Council of Contra Costa County - Nurturing Parent Program
2. Ujima Family Recovery Services - Family Wellness Program
3. Contra Costa Interfaith Housing, Inc. - Clinical and Academic Support Services for Homeless and Poverty Impacted Families
4. Bay Area Crisis Nursery - Crisis Nursery Services
5. STAND! for Families Free of Violence - Breaking the Cycle Program
6. Bay Area Community Resources, Inc. - Promoting Family Resiliency and Wellness Project
7. Counseling Options & Parenting Education Support Center, Inc. (C.O.P.E.) - Supporting Father Involvement Program

Interagency Agreement:

Mt. Diablo Unified School District (MDUSD) - Crossroads High School - Pregnant & Parenting Teen Education

FISCAL IMPACT:

The Contracts/Agreement have an aggregate cost of $640,000 for FY24-25 and are funded 45% CAPIT 2011 Realignment (Child Abuse Prevention, Intervention and Treatment), 33% County Children's Trust, 12% Ann Adler Donations, and 10% Federal CBCAP (Community-Based Child Abuse Prevention).

BACKGROUND:

At the March 22, 2024 Family and Children's Trust Committee (FACT) Meeting, the FACT Committee voted to approve the renewal of the eight (8) FACT Contracts/Agreement for FY24-25 pending the completion of a successful FACT Committee Site Visit to each agency. At the subsequent FACT Meeting held on May 6, 2024, committee members performed Site Visit report outs and confirmed their recommendation to renew all eight (8) agreements for FY24-25.

The eight (8) FY24-25 FACT Contracts/Agreement are renewals from FY22-23 and FY23-24. The awardees were selected through the competitive bid process, Request For Proposal (RFP) 1181 for the FY22-23 Contracts/Agreement. The original Contracts/Agreement for these services were authorized by the Board of Supervisors on March 29, 2022 (C.45).

CHILDREN'S IMPACT STATEMENT:

The renewal contracts support all five of the community outcomes established in the Children's Report Card, 1) "Children Ready for and Succeeding in School"; 2) "Children and Youth Healthy and Preparing for Productive Adulthood"; 3) "Families that are Economically Self Sufficient; 4) "Families that are Safe, Stable and Nurturing; and, 5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by mitigating the occurrence of child abuse and neglect, and providing support services and guidance to strengthen the family unit.

CONSEQUENCE OF NEGATIVE ACTION:

Funding for prevention and intervention services to abused and neglected children, and children at risk of abuse or neglect and their families would not be provided to community based organizations, thereby eliminating program support by FACT dollars, which in turn puts State related FACT funding (CAPIT and CBCAP) at risk for future allocation.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1616 **Agenda Date:** 6/4/2024 **Agenda #:** C.44.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Approve contract #20-565-0 with Green Mountain Management LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract, with Green Mountain Management, LLC., in an amount not to exceed $474,900, to provide job coaching and professional development services for the period May 1, 2024 through June 30, 2025.

FISCAL IMPACT:
$474,900: (59%, Federal, 35% State, and 6% County General funds) $285,000 of which is budgeted in FY 23/24, $189,900 which will be budgeted in FY 24/25.

BACKGROUND:
Green Mountain Management, LLC will provide job coaching and professional development services to EHSD in the following areas: executive team assessments, skills development, staff leadership and development, process improvement and systems analysis, tactical implementation and change management, and staff recruitment.

CONSEQUENCE OF NEGATIVE ACTION:
EHSD will be limited in its ability to provide organizational development support to its staff.

CHILDREN'S IMPACT STATEMENT

The services provided under this contract supports 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" by providing training and organizational support to EHSD Bureaus.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1617 **Agenda Date:** 6/4/2024 **Agenda #:** C.45.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #23-776-1 with Datix (USA) 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 Order Form and Amendment #23-776-1 with Datix (USA) Inc., a corporation, effective April 23, 2024, to amend Agreement #23-776 to extend the termination date from April 23, 2024 to December 31, 2027, for additional policy and incident reporting management, and governance software and services for Contra Costa Health (CCH), and increase the payment limit by $1,330,528, from $179,472 to a new payment limit of $1,510,000.

FISCAL IMPACT:
Approval of this amendment will result in additional contractual service expenditures of up to $1,330,528 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
This contract meets the needs of the county by providing a centralized electronic policy and incident reporting management system with governance, risk, and compliance modules, allowing for a comprehensive suite of tools that can capture peer reviews, feedback, incident reporting, maintain risk registers, infection surveillance reports, root cause analyst, complaints and claims through web-based forms and Safety Event Reporting System (SERS) software that meets accreditation regulatory compliance and audit reporting requirements; California, legislative Senate Bill No. 1301 (SB 1301), reporting and inspection requirements existing law provides for the inspection, licensure, and regulation of healthcare (and other) facilities by the Department of Health Care Services (DHCS), require the department to take various actions related to the reporting to or an investigation by, the department of any adverse event, as defined, that occurs, be reported to the department within (5) days of its discovery. The Health Care Quality Improvement Act of 1986 (HCQIA) sets forth certain standards for the professional review process. Datix's RL6 incident reporting management software allows CCH to manage incident reporting and peer review requirements in compliance with HCQIA. The Converge module allows for Accreditation and Regulatory governance regarding SB 1301 health facilities reporting inspection requirements and PolicyStat, document, and policy management.

Datix has been providing software and support for its RL6, Converge, and or PolicyStat software applications since (at least) 2017. This contractor has been approved by the Public Works Department's Purchasing Division on February 14, 2024.

On February 26, 2019, the Board of Supervisors approved the issuance of Change Order #1 to Purchase Order #015457, with RadicaLogic Technologies, Inc., (RLDatix), (Datix (USA), Inc's., predecessor) and the parties executed an Order Form to upgrade the vendors then current version of its incident reporting management software to version RL6, for the period January 1, 2019, through December 31, 2021.

On September 13, 2022, the Board of Supervisors approved the issuance of Purchase Order #026121, with RLDatix, for the provision of its incident reporting management and SERS software and maintenance for the period January 1, 2022, through December 31, 2022.

On May 9, 2023, the Board of Supervisors approved Contract Amendment Agreement #23-776 with Datix (USA) Inc., to implement contractor's PolicyStat document and policy management product, and amend the Terms of Use Agreement, in part, that following the Initial Term (and the completion of the Minimum Commitment period, if applicable), maintenance service shall renew for successive one-year terms, until terminated, through the period ending April 23, 2024.

Under this Amendment #23-776-1, the parties will execute (1) Amendment #2 to the Terms of Use and (2) an Order Form to increase subscription licensing regarding county's RL6 subscription, and consolidate the billing of the RL6 Risk, Feedback. PeerReview, RootCause, SafetyHuddles & Add-ons, Converge and PolicyStat product(s) to allow the contractor to continue to provide hosted policy, incident reporting management and SERS software and services through December 31, 2027. RL Solutions' total cumulative liability for damages under the agreement is limited to the amount of payments actually paid by County to RL Solutions in the twelve (12) calendar months prior to the claim being made; except for indemnification or claims arising out of a breach of the business associate agreement, which are limited to one million dollars ($1,000,000).

Service deliverables include software updates and upgrades. CCH's Information Systems contract monitoring staff oversee the contract to ensure that the performance measures under are met. The division is requesting a retroactive effective date for this request caused by a delay in competing priorities.

Approval of Amendment #23-776-1 will allow the contractor to continue providing policy and incident reporting management, and governance software and services through December 31, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, CCH will lose access to this regulatory required policy and incident management system having a negative effect on the quality of patient care and safety.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1618 **Agenda Date:** 6/4/2024 **Agenda #:** C.46.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Order with GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC in an amount not to exceed $380,943, and a related agreement, for the purchase of two Voluson Expert 22 BT24 ultrasound devices for Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time capital expenditure of up to $380,943 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
The Voluson Expert 22 is an ultra-premium ultrasound imaging platform with advanced ergonomic and customizable options that leverage tools such as artificial intelligence and automation to reduce repetitive actions and simplify exams. It is specifically designed for in-depth assessment of complicated anatomy particularly fetal first trimester, fetal cardiac, and gynecological anatomy. The Voluson Expert 22 enables the physicians to detect the undetectable and simplifies complex cases for faster assessment, detection, and diagnosis.

GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC is an awarded supplier on the Vizient Group Purchasing Organization (GPO) contract portfolio for ultrasound devices. This equipment is needed for the new Maternal Fetal Medicine service line to provide standard care for patients needing high risk diagnostic imaging during their first and second trimesters. Maternal Fetal Medicine is a new specialty program at Contra Costa Health that diagnoses and cares for people with high-risk pregnancies. The program, which includes Maternal Fetal Medicine specialist obstetricians and sonographers, began on April 1, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, patients will need to be referred outside of Contra Costa Health which might prevent the most vulnerable women with high-risk pregnancies from receiving the proper diagnosis in the first and second trimesters of their pregnancy.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1619 **Agenda Date:** 6/4/2024 **Agenda #:** C.47.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment to Purchase Order with Reliance Wholesale, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Department, an amendment to purchase order #28188 with Reliance Wholesale, Inc. to extend the term through June 30, 2025 with no change to the original payment limit of $325,000 for Intravenous (IV) and Pharmaceutical drugs and supplies to be used at the Contra Costa Regional Medical Center (CCRMC) and Health Centers.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $325,000 for IV and Pharmaceutical drugs and supplies through June 30, 2025 and is funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Reliance Wholesale, Inc. is a pharmaceutical company that provides CCRMC and Health Centers with medications and pharmaceutical products unavailable through the contracted wholesaler Cardinal or the direct manufacturer of these products. The U.S. has been experiencing a rapidly increasing frequency of drug shortages in the past two decades, which have caused numerous difficulties for clinicians, health care facilities, patients, and federal regulators. Drug shortages remain the most burdensome obstacle in providing optimal level of care in the healthcare industry from the medication management perspective. This problem has been intensified in the past two years in the face of a worldwide pandemic, creating yet a new level of challenge in healthcare.

Drug shortages are caused by many factors, including difficulties in acquiring raw materials, manufacturing problems, regulatory issues, business decisions, as well as many other disturbances within the supply chain. They adversely affect patient care by causing substitution of safe and effective therapies with alternative treatments, compromising or delaying medical procedures, or causing medication errors. Drug shortages also significantly burden health care providers and health care facility finances and personnel.

At CCRMC, when clinically proven, the Pharmacy Department substitutes the shorted item with compatible alternatives. However, when this is not feasible or clinically indicated, in order to optimize the standard of care, we must obtain the product via reputable resources such as Reliance Wholesale, Inc.

On June 13, 2023, the Board of Supervisors approved item C.125 to execute purchase order #28188 with

Reliance Wholesale, Inc. in the amount of $325,000 for the period from July 1, 2023 through June 30, 2024.

On May 21, 2024 the Purchasing Agent approved the continued use of Reliance Wholesale, Inc. Approval of this request will allow CCRMC and Health Centers to continue procuring IV, Pharmaceutical drugs, and supplies from this vendor through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the department will not be able to take care of its patient population at the Contra Costa Regional Medical Center and Health Centers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1620 **Agenda Date:** 6/4/2024 **Agenda #:** C.48.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Transportation Vouchers for Adults and Disabled Persons

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, on behalf of the Health Services Director, to purchase up to 3,000 County Connection single adult tickets each with a value of $2.50 totaling $7,500; up to 1,000 County Connection LINK disabled persons tickets each with a value of $5.00 totaling $5,000; and up to 500 WestCat single adult day pass tickets each with a value of $3.75 totaling $1,875, for a total purchase amount not to exceed $14,375 to provide transportation for Contra Costa Health (CCH) patients for the period from June 1, 2024 through May 31, 2025.

FISCAL IMPACT:
This $14,375 expenditure will be funded by Hospital Enterprise Fund I revenues. There is no impact to the County General Fund.

BACKGROUND:
Many patients are unable to obtain reliable transportation to and from appointments at Contra Costa Regional Medical Center (CCRMC) and Health Centers, often missing their appointments altogether. To ensure patients attend their appointments to receive necessary care and treatment, CCRMC has been providing non-emergent transportation in the form of County Connection bus, LINK Paratransit, and WestCat bus tickets. Providing these tickets prevents patients from missing appointments and reduces the number of missed appointments and financial loss to CCRMC and Health Centers. As a safety-net hospital, CCRMC often serves the most vulnerable population in Contra Costa County, many of whom do not have transportation of their own or the ability to pay for transportation. When a patient misses an appointment, they do not receive the care needed which affects their health.

The tickets are utilized by County patients that cannot afford to pay for their own transportation, and includes many patients discharged from Psychiatric Emergency Services, the hospital emergency department, inpatient discharges, and patients with appointments at all health centers. On average, CCRMC distributes anywhere from 2600 to 2700 County Connection tickets, 600 Link tickets, and 400 to 500 WestCat tickets in a fiscal year. The number of patients in need is consistently growing.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, it could have an impact on the health and well-being of vulnerable adults.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1621 **Agenda Date:** 6/4/2024 **Agenda #:** C.49.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Gift Cards for Patient Steering Committee and Patient Consultants

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, on behalf of the Health Services Director, to purchase up to 450 Target gift cards each with a $30 value and 470 Target gift cards each with a $50 value for a total amount not to exceed $37,000 to serve as incentives for Patient Steering Committee and Patient Consultants participating in the Comparing Hypertension Remote Monitoring Evaluation Redesign (CHARMED) for the period from August 1, 2023 through July 31, 2024.

FISCAL IMPACT:
This $37,000 expenditure will be funded by Hospital Enterprise Fund I - CHARMED Grant. The grant fund is set to be disbursed into Hospital Enterprise Fund I. There is no impact to the County General Fund.

BACKGROUND:
Contra Costa Health Services has been awarded a research grant from the Patient-Centered Outcomes Research Institute (PCORI) in collaboration with UCSF. On April 9, 2024, the Board of Supervisors approved agenda item C.54 to execute a contract with the Regents of the University of California for its San Francisco campus, to pay the County an amount not to exceed $493,629 to conduct the Comparing Hypertension Remote Monitoring Evaluation Redesign project for the period August 1, 2023 through July 31, 2024 with no County match required. This grant, totaling $2,786,647, will be disbursed over a span of five years from August 1, 2023 to July 31, 2028. The project is dedicated to advancing a hypertension management program, with the goal of expanding remote blood pressure monitoring and providing additional assistance to designated hypertension patients across various clinics.

A key component of this project is active and sustained involvement of patients in the process. Our Patient and Family Steering Committee will collaborate closely with our study team to provide valuable perspectives on various aspects of the study, including its design, implementation, and dissemination of results. To ensure meaningful engagement and recognize the valuable time and input of the patient participants, they will be compensated for participating in either virtual or in person meetings at a rate not to exceed $130 per hour, in accordance with the CHARMED Grant Agreement. The grant allocates $37,000 per year for patient participation, which will facilitate our goal of fostering a collaborative and impactful relationship with the patients involved.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, our participation in the study and our ability to access the allocated funding for our patient steering committee will be precluded.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1622 **Agenda Date:** 6/4/2024 **Agenda #:** C.50.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Order with Red Gate Software Limited

☒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 purchase order with Red Gate Software Limited, a United Kingdom corporation, in an amount not to exceed $32,000 and a Redgate End User License Agreement, for the purchase of server analytics software for the period from April 13, 2024 through April 12, 2027.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $32,000 over a three-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Contra Costa Health Services (CCHS) has a successful track record of utilizing Redgate SQL server software for over 10 years. Chosen for its robust capabilities as a server management tool, Redgate software provides real-time server status monitoring, server performance statistics, backup, and documentation application. Historically, this service has been paid through a purchase order without a license agreement. County Counsel guidance requires that processing this renewal involves submission to the Board of Supervisor for approval. The Health Services IT Procurement team is actively engaged in collaborative efforts with the vendor and stakeholders to ensure purchases are processed in accordance with County policy and submitted at least 180 days in advance of expiration, aiming to mitigate potential delays in the future.

The Redgate Master Perpetual End User License Agreement requires the County to indemnify Redgate for any third-party claims resulting from the County's use of the services in violation of the agreement. The agreement limits Redgate’s liability to no more than the total amount paid by the County in the twelve-month period prior to any claim. The agreement is governed by the laws of New York and permits Redgate to modify the agreement unilaterally without notice to County.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action will disrupt CCHS's continuity in leveraging Redgate as a reliable server management tool, leading to potential consequences such as the interruption of critical server monitoring, and comprised data security.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1623 **Agenda Date:** 6/4/2024 **Agenda #:** C.51.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Purchase Order with R-Computer, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with R-Computer, Inc. in an amount not to exceed $160,000 for the period of June 17, 2024 through June 16, 2027, and a software license and maintenance agreement with Foxit Software Incorporated for the license of PDF editor software.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $160,000 over a three-year period and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Contra Costa Health (CCH) aims to replace its Adobe Acrobat Pro software with Foxit PDF Editor due to the end-of-support status of Adobe Acrobat Pro. Foxit PDF Editor provides similar functionalities at a lower cost and is an essential tool for creating, modifying, organizing, and managing PDF files. On May 22, 2024 the Purchasing Agent approved the use of R-Computer, Inc.

Under the Foxit Software License and Maintenance agreement, Foxit's liability is limited to the amounts County actually has paid under the agreement.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action would disrupt the daily work of many users relying on a PDF editor for managing their work files.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1624 **Agenda Date:** 6/4/2024 **Agenda #:** C.52.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment Agreement #26-749-12 with Stanford Health Care (dba SHC Reference Laboratory)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract Amendment Agreement #26-749-12 with Stanford Health Center (dba SHC Reference Laboratory), a non-profit corporation, effective May 1, 2024, to amend Contract #26-749-11, to include new transfusion services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the payment limit of $5,000 or term July 1, 2023 through June 30, 2024.

FISCAL IMPACT:
There is no change in the payment limit of $5,000 funded 100% by Hospital Enterprise Fund I. (Additional rates)

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide specialized outside clinical laboratory testing services for tests that are rarely requested and require special equipment which CCRMC does not have onsite. County contracts with outside contractors to provide these specialized services which may include, but is not limited to, the analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology (non-chain of custody), histology, virology, and cytology. This contractor has been providing outside clinical laboratory testing for CCRMC and Contra Costa Health Centers since July 1, 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. 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 this Contract is exempt from solicitation requirements.

On July 18, 2023, the Board of Supervisors approved Contract #26-749-11 with Stanford Health Care (dba SHC Reference Laboratory) in the amount not to exceed $5,000 to provide outside laboratory services at CCRMC and Contra Costa Health Centers for the period July 1, 2023 through June 30, 2024. This contract included mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

Approval of Amendment Agreement #26-749-12 will allow the contractor to provide new transfusion services for CCRMC and Contra Costa Health Centers through June 30, 2024. This amendment is late due to the urgency to add transfusion services to minimize patient care delays since another contractor decreased their operating hours.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, CCRMC and Contra Costa Health Centers will not have access to transfusion services putting patients' health at risk.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1625 **Agenda Date:** 6/4/2024 **Agenda #:** C.53.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment #23-573-10 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 #23-573-10 with Center for Human Development, a non-profit corporation, effective May 1, 2024, to amend Contract 23-573-9, to increase the payment limit by $50,000, from $868,907 to $918,907 for additional community outreach, care coordination and Medi-Cal Navigator's project services, with no change in the original term of July 1, 2023 through June 30, 2024.

FISCAL IMPACT:
Approval of this Amendment will result in additional annual expenditures of up to $50,000 and will be funded 100% by American Rescue Plan Act funding. (No rate increase)

BACKGROUND:
The County has been contracting with Center for Human Development since July 1, 2015 providing community outreach, care coordination, Medi-Cal Navigator's project services, jail reentry support services and health education to patients and residents of Contra Costa County. 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. Public Health 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 June 27, 2023, the Board of Supervisors approved Contract #23-573-9 with Center for Human Development, in an amount not to exceed $868,907 for the provision of community outreach, care coordination and Medi-Cal Navigator, for the period July 1, 2023 through June 30, 2024.

Approval of Amendment #23-573-10 will allow the contractor to provide additional community outreach, care coordination and Medi-Cal Navigator's project services, through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, vulnerable residents of Contra Costa County will not have access to the contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in reentrant recidivism, a decrease in food insecurity, an increase in patient's access to Medi-Cal program, health improvements for children with pediatric obesity, adults with diabetes and hypertension and women who are pregnant.

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MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1626 **Agenda Date:** 6/4/2024 **Agenda #:** C.54.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #76-697-3 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 #76-697-3 with Daniel Oberlin, M.D., Professional Corporation, in an amount not to exceed $750,000, to provide urologic oncology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients, for the period from May 1, 2024 through April 30, 2026.

FISCAL IMPACT:
This contract will result in contractual service expenditures of up to $750,000 over a two-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

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 contracts to provide necessary specialty health services to their patients. CCRMC has contracted with Daniel T. Oberlin, M.D., 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 urology 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.

Approval of Contract #76-697-3 will allow the contractor to continue to provide urologic oncology services

through April 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain specialized urologic oncology services to CCRMC patients will not be provided and/or may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1627 **Agenda Date:** 6/4/2024 **Agenda #:** C.55.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment Agreement #77-475-1 with JMJ Healthcare Inc. (dba JMJ Home Health Services)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-475-1 with JMJ Healthcare Inc. (dba JMJ Home Health Services), a corporation, effective May 1, 2024, to amend Contract #77-475, to increase the payment limit by $50,000, from $200,000 to a new payment limit of $250,000, to provide additional home health care services for Contra Costa Health Plan (CCHP) members and County recipients, with no change in the term of July 1, 2022 through June 30, 2024.

FISCAL IMPACT:
Approval of this Amendment will result in additional contractual service expenditures of up to $50,000 and will be funded as budgeted 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Home health care services include but are not limited to intermittent skilled nursing, therapeutic and rehabilitative care in patients' residence. 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 July 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. This 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.

In July 2022, the County Administrator approved and the Purchasing Services Manager executed Contract #77-475 with JMJ Healthcare Inc. (dba JMJ Home Health Services), in an amount not to exceed $200,000, for the provision of home health care services for CCHP members and County recipients for the period July 1, 2022 through June 30, 2024.

Approval of Contract Amendment Agreement #77-475-1 will increase the payment limit and allow the contractor to provide additional home health care services through June 30, 2024. This Amendment was

delayed due to ongoing negotiations between the contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Amendment is not approved, certain home health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1628 **Agenda Date:** 6/4/2024 **Agenda #:** C.56.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Submission of Grant Application #28-701-9 to the U. S. Dept. of Health and Human Services, Administration for Children and Families Family and Youth Services Bureau

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to submit Grant Application #28-701-9 along with the necessary certification and assurances to the U.S. Department of Health and Human Services (DHHS) Administration for Children and Families Family and Youth Services Bureau, for an award not to exceed $250,000 for funding of the Runaway and Homeless Youth Program and Transitional Living Program (TLP), to provide stable shelter and housing options and services to support the transition to stable independent living, for runaway and homeless transitional age youth ages eighteen to twenty-one (18-21) in Contra Costa County, for the period from July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
The funds requested are essential to providing housing and supportive services to transitional age youth experiencing homelessness in Contra Costa. Funding from this grant will support the administration and operations of the TLP, a program within Youth Continuum of Services (YCS), providing housing and supportive services to twenty-six (26) youth. Without this funding we would be unable to provide this level of housing and support to Contra Costa runaway and homeless youth. A 10% County match is required.

BACKGROUND:
The purpose of the TLP is to provide safe, stable, and appropriate shelter for up to 18 months, or 21 months with extenuating circumstances, to runaway or homeless youth ages 16 to 21. The goal of TLP is to help youth establish self-sufficiency and sustainable living for themselves and, if applicable, their children. To qualify for TLP, agencies must provide a multitude of services and supports to youth and/or young adults including safe and stable shelter, screening and assessments, education and outreach, case management, development of permanent connections, life-skills training, and transition support to permanent housing. With DHHS funding, agencies can provide transitional housing and critical support services to runaway and homeless youth, improving outcomes in the services and supports listed above. Contra Costa Health - Health, Housing and Homeless Services Division (H3) is seeking Board of Supervisors approval to apply for, and accept if awarded, this funding to fund safe shelter and supportive services within YCS' TLP.

Approval to submit Application #28-701-9 will allow County to submit an application for a Grant Award to provide funding for housing and supportive services to runaway and homeless youth, through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Application is not approved, the transitional living program would be required to operate at reduced capacity, displacing youth back into homelessness.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1629 **Agenda Date:** 6/4/2024 **Agenda #:** C.57.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-094-3 with Sharon de Edwards, M.D., FACOG

☒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 #77-094-3 with Sharon de Edwards, M.D., FACOG, an individual, in an amount not to exceed $900,000, to provide obstetrics and gynecology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2024 through June 30, 2027.

FISCAL IMPACT:
Approval of this contract will result in contractual service expenditures of up to $900,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:
CCHP has an obligation to provide certain obstetrics and gynecology 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 July 1, 2017. This contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. This contractor 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 May 18, 2021, the Board of Supervisors approved Contract #77-094-2 with Sharon de Edwards, M.D., FACOG, in an amount not to exceed $600,000, for the provision of obstetrics and gynecology services for CCHP members and County recipients, for the period July 1, 2021 through June 30, 2024.

Approval of Contract #77-094-3 will allow the contractor to continue providing obstetrics and gynecology services for CCHP members and County recipients through June 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain obstetrics and gynecology 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 #: 24-1630 **Agenda Date:** 6/4/2024 **Agenda #:** C.58.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-657 with Excelsior Surgery Center 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 #77-657 with Excelsior Surgery Center LLC, a limited liability company, in an amount not to exceed $900,000, to provide ambulatory surgery center (ASC) services for Contra Costa Health Plan (CCHP) members and County recipients for the period July 1, 2024 through June 30, 2026.

FISCAL IMPACT:
Approval of this contract will result in contractual service expenditures of up to $900,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized health care services, including ASC services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor is new to the CCHP Provider Network providing ASC services. This contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. This contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from solicitation requirements.

Under new Contract #77-657, this contractor will provide ASC services for CCHP members and County recipients through June 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain ASC specialty health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1631 **Agenda Date:** 6/4/2024 **Agenda #:** C.59.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-243-2 with Advanced Instruments Inc. (dba Bay Area Hearing Services)

☒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 #77-243-2 with Advanced Instruments Inc. (dba Bay Area Hearing Services), a corporation, in an amount not to exceed $360,000, to provide audiology services for Contra Costa Health Plan (CCHP) members and County recipients for the period July 1, 2024 through June 30, 2027.

FISCAL IMPACT:
Approval of this contract will result in contractual service expenditures of up to $360,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

BACKGROUND:
CCHP has an obligation to provide certain audiology 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 audiology services and fostering a deep understanding of the CCHP organizations mission, values, and long-term objectives since July 2019. This contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure there is no conflict with labor relations. This 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. This contract renewal will maintain comprehensive area coverage for the entire CCHP membership and meet the Knox-Keene Act, time and distance mandate required by the State of California Department of Managed Health Care (DMHC) services. 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 2021, the County Administrator approved and the Purchasing Services Manger executed Contract #77-243-1 with Advanced Instruments Inc. (dba Bay Area Hearing Services), in an amount not to exceed $150,000, for the provision of audiology services for CCHP members and County recipients for the period July 1, 2021 through June 30, 2024.

Approval of Contract #77-243-2 will allow the contractor to continue to provide audiology services for CCHP

members and County recipients through June 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain audiology health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and may cause a delay in services to CCHP members.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1632 **Agenda Date:** 6/4/2024 **Agenda #:** C.60.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #77-478-1 with ATG - Rehab Specialists, Inc. (dba Numotion)

☒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 #77-478-1 with ATG - Rehab Specialists, Inc. (dba Numotion), a corporation, in an amount not to exceed $225,000, to provide durable medical equipment (DME) and complex rehabilitation technology (CRT) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2024 through June 30, 2027.

FISCAL IMPACT:
Approval of this contract will result in contractual service expenditures of up to $225,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (Rate increase)

BACKGROUND:
CCHP has an obligation to provide certain DME and CRT 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 July 1, 2022. This contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. This contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

In August 2022, the County Administrator approved, and the Purchasing Services Manager executed Contract #77-478 with ATG - Rehab Specialists, Inc. (dba Numotion), in an amount not to exceed $200,000, for the provision of DME and CRT services for CCHP members and County recipients, for the period July 1, 2022 through June 30, 2024.

Approval of Contract #77-478-1 will allow the contractor to continue providing DME and CRT services for CCHP members and County recipients through June 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain DME and CRT 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 #: 24-1633 **Agenda Date:** 6/4/2024 **Agenda #:** C.61.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Grant Award #28-637-33 with the U. S. Department of Health and Human Services (Health Resources & Services Administration)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a Grant Award #28-637-33 with the U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA), to pay the County an amount not to exceed $251,474, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2024 through April 30, 2025.

FISCAL IMPACT:
Acceptance of the Grant Award will result in payment to the County up to $251,474 in funding from the U.S. Department of Health and Human Services HRSA for Fiscal Year 2024/2025. No County match required.

BACKGROUND:
West Contra Costa County has been hard hit by the AIDS epidemic with 25% of those living with AIDS residing in the City of Richmond. Unfortunately, a large percentage of those living with HIV/AIDS are of low income having to rely on Basic Health Care (BHC) for their medical care, or forced to pay for their medical care, because they do not qualify for BHC services. The County's AIDS Program works closely with other staff in Public Health Division, physicians and medical social workers at Contra Costa Regional Medical Center and Health Centers, community-based partners, and private providers throughout the County to reduce the transmission of HIV, improve access to health care, and to enhance quality of life for those with HIV. Contra Costa County has been awarded this grant since 1999.

On July 12, 2022, the Board of Supervisors approved Grant Award #28-637-30 with HRSA, to pay the County in an amount not to exceed $62,868, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2022 through April 30, 2023.

On February 7, 2023, the Board of Supervisors approved Grant Award #28-637-31 with HRSA, to increase the amount payable to the County by $13,066 to a new total of $75,934 for the White, Part C, HIV Early Intervention Services Program with no change in the original term.

On June 27, 2023, the Board of Supervisors approved Grant Award #28-637-32 with HRSA, in an amount not to exceed $251,474 for the White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2023 through April 30, 2024.

Approval of Grant Award #28-637-33 will allow the County's AIDS Program to continue to receive funding to provide outpatient medical services to low-income HIV positive recipients in West Contra Costa County through April 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this grant is not approved, the County will not receive funds to assist the low-income HIV positive recipients in West Contra Costa County with outpatient medical services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1634 **Agenda Date:** 6/4/2024 **Agenda #:** C.62.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment #29-533-7 with the Department of Health Care Services

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee to execute on behalf of the County Amendment Agreement #29-533-7 (State #22-20098, A01) with the Department of Health Care Services, to update terms and conditions for continuation of mental health services to Medi-Cal eligible residents of Contra Costa County, with no change in the term of July 1, 2022 through June 30, 2027.

FISCAL IMPACT:
The County will be paid for services in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code along with Sections 5600, 5750, 5650 and Government Code Sections 11138, 14705, and 14718. No County match is required.

BACKGROUND:
On November 1, 2022, the Board of Supervisors approved Standard Agreement #29-533-6 with the Department of Health Care Services for the provision of Managed Mental Health Care for Medi-Cal eligible resident of Contra Costa County through June 30, 2027, which included agreeing to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement. The County has been contracting with the State for these services since 2012.

The goal of the managed care project is to provide covered mental health services, including medication support, day treatment intensive, day rehabilitation, crisis intervention, crisis stabilization, adult residential treatment, crisis residential, psychiatric health facility and targeted case management services. Covered mental health services include psychiatric inpatient treatment and early periodic screening, diagnosis and treatment (EPSDT) supplemental specialty mental health services.

In order to comply with modifications to the terms and conditions of the agreement as determine by Department of Health Care Servies, the State is amending the prior contract with no change in the amount payable to the County or term through June 30, 2027. Approval of Standard Agreement #29-533-7 will allow the County to continue to receive funds to support Managed Mental Health Care to ensure continuity of specialty mental health services to Medi-Cal eligible residents in Contra Costa County.

This amendment was received by the State in February 2024, however, the Behavioral Health Division staff did not process this agreement in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If the Amendment are not approved, the County will not be able to continue providing managed mental health care services to Medi-Cal eligible residents of Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1635 **Agenda Date:** 6/4/2024 **Agenda #:** C.63.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract #23-839 with Panda Health, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-839 with Panda Health, Inc., a corporation, in an amount not to exceed $55,000, to provide a digital information technology supplier marketplace for Contra Costa Health the period from June 4, 2024 through June 3, 2027.

FISCAL IMPACT:
This contract will result in contractual service expenditures of up to $55,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
The Panda Health Marketplace is a proprietary, member-only, digital health service platform that allows members to access solution and security evaluation, market information and includes a portfolio of pre-negotiated digital health contracts that provide market and comprehensive supplier intelligence and solutions that connect suppliers with hospitals and other health care facilities.

Under Contract #23-839, the parties will execute a Panda Health Member Agreement with an initial term of three (3) years, that shall automatically renew for successive periods of one (1) year (each, a "Renewal Term") until terminated. This contractor has been approved by the Public Works Department's Purchasing Division on January 24, 2024. Measurable outcomes include the contractors' response to county's inquiries within one (1) business day, quarterly meetings for strategic business review, and a digital health evaluation with recommendations for improvement and implementation strategies. This contract was approved by Heath Services Personnel to ensure there is no conflict with labor relations.

Approval of this new Contract #23-839 allows the contractor to provide its digital health platform through June 3, 2027. The agreement obligates County to indemnify Panda Health against claims arising out of County's: infringement of intellectual property rights of any third party; failure to comply with a supplier agreement; breach of the agreement; and violation of applicable laws. Panda Health's liability under the agreement is limited to the amount of fees paid to them in the twelve (12) months preceding any claim.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, the department will not have access to the digital marketplace, losing easy

access to facilitate faster and more informed decision-making in selecting digital health solutions.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1636 **Agenda Date:** 6/4/2024 **Agenda #:** C.64.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Contract Amendment #76-789-3 with Vizient, 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 a Vizient Member Networks Statement of Work (SOW) with Vizient, Inc., a corporation, effective June 1, 2024, and increase the payment limit of Contract #76-789 (as amended by 76-789-1 and 76-789-2), by $375,000, from $499,040 to a new payment limit of $874,040 for member network services for Contra Costa Regional Medical Center (CCRMC) with no change in the term October 1, 2022 through September 30, 2027.

FISCAL IMPACT:
Approval of this action will result in additional annual expenditures of up to $375,000 and will be funded 50% by savings realized through the Vizient group purchasing agreement and 50% Hospital Enterprise Fund I revenues.

BACKGROUND:
Vizient, Inc., provides expertise, analytics and advisory services through solutions and services that improve the delivery of high-value care by aligning cost, quality, and performance. This SOW meets the needs of Contra Costa Health Services by providing member network services for CCRMC.

The Vizient Member Networks SOW will allow CCRMC executive staff access to the Vizient Member Networks services for peer groups and executive boards, including performance solutions with expert data and analytic insights to decrease cost and elevate patient quality of care and market performance. Access also includes meetings and a digital community platform with group discussion forums and resources. Per the terms of the SOW, the initial term will commence on the effective date and continue for thirty-six (36) months. Thereafter, the initial term will automatically renew for 12 months unless terminated. CCRMC's Quality Management, Utilization Management, and Contract Monitor Staff meet regularly 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.

On December 13, 2022, the Board of Supervisors approved Contract #76-789 with Vizient, Inc., authorizing the execution of the Master Services Agreement (MSA) executed between the parties on October 1, 2022, for the provision of group purchasing program services, for CCRMC for the period from October 1, 2022, through September 30, 2025.

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 Statement of Work (under the MSA dated October 1, 2022) for the period November 1, 2023, through December 31, 2026.

On April 22, 2024, the Board of Supervisors approved Amendment #76-789-2 with Vizient., inc., effective April 1, 2024, to increase the payment limit by $64,040 to a new payment limit of $499,040 and to extend the termination date from December 31, 2026 to September 30, 2027 for additional advisory services for Contra Costa Health Services.

Approval of this Contract #76-789-3 allows the contractor to provide services through September 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, CCRMC senior level executives will have access to the member services provided under the SOW. Thus, losing the benefit of access to the quality improvement and other leadership educational resources provided under the SOW.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1637 **Agenda Date:** 6/4/2024 **Agenda #:** C.65.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Amendment/Extension #23-764-1 with Becton Dickinson and Company

☒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 (1) Amendment 001 to BD Acquisition Agreement with Becton Dickinson and Company, a corporation, effective June 1, 2024, to increase the payment limit by $51,828, from $200,000 to a new payment limit of $251,828, and to extend the termination date from January 16, 2030 to February 13, 2031 and (2) a Purchase Order for the purchase of a diagnostic instrument (BD BACTEC MGIT 960) for Contra Costa Health's Public Health Laboratory.

FISCAL IMPACT:
Approval of this amendment will result in additional annual expenditures of up to $51,828 and will be funded as budgeted by the department in FYs 2024-31 by 100% Public Health funds. (No rate increase).

BACKGROUND:
This contract meets the needs of Contra Costa Health (CCH) Public Health Laboratory by executing Amendment 001 to the Becton Dickinson (BD) Acquisition Agreement providing mycobacterium detection equipment, consumables, accessories, embedded software, and services to CCH's Public Health Laboratory. Under the Acquisition Agreement, BD provides testing equipment and consumables, including reagents, panels, supplies, and assays. CCH Public Health Laboratory needs to replace the existing BD BACTEC MGIT 960 diagnostic instrument (which is too old to upgrade) for the continued performance of liquid culture for Mycobacterial species, including tuberculosis. The BD BACTEC MGIT 960 diagnostic instrument can perform liquid culture for Mycobacterial species (including tuberculosis (TB)) on patient specimens and is part of the recommended Centers for Disease Control and Prevention (CDC) screening algorithm for TB. This instrument can analyze and read patient culture tubes over a prolonged incubation. Additionally, this equipment can test TB drug-susceptibility in MGIT culture to determine which TB treatment regimens may or may not be successful for a particular infection. All testing complies with the CDC Clinical Improvement Amendments of 1988 regulations.

A summary of service contact deliverables includes the number of specimens submitted for Mycobacterial culture screening and several tuberculosis specimens that underwent phenotypic drug-susceptibility testing.

On January 17, 2023, the Board of Supervisors approved Contract #23-764 with Becton Dickinson and Company, in an amount not to exceed $200,000, for reagent supplies, software, and maintenance services no

equipment purchased) to Contra Costa Health's Public Health Laboratory, for the period from January 17, 2023, through January 16, 2030.

Under Amendment 001 to BD Acquisition Agreement (County Contract #23-764), the parties will execute (1) an amendment to replace the existing equipment (BD BACTEC MGIT 960 S/N MG0269) covered under the agreement and (2) a purchase order to procure the replacement equipment (capital asset).

Approval of Contract Amendment Agreement #23-764-1 will allow the contractor to provide additional mycobacterium detection equipment, consumables, accessories, embedded software, and services to CCH's Public Health Laboratory through February 13, 2031.

CONSEQUENCE OF NEGATIVE ACTION:
If this amendment is not approved the outdated equipment for which parts are unavailable will not be replaced. It will eventually fail, causing patients to visit testing venues outside CCH, which may hurt patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1638 **Agenda Date:** 6/4/2024 **Agenda #:** C.66.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Rescind Prior Board Action Pertaining to Contracted Services with Loomis Armored US, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RESCIND Board action of January 10, 2023 (C.68), which pertained to a contract with Loomis Armored US, LLC; and APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Contract #76-804 with Loomis Armored US, LLC, a limited liability company, in an amount not to exceed $110,000 for armored vehicle transportation services to transport cash, currencies, and other valuables to and from County-designated pickup locations to County depositories, for the period August 1, 2023 through July 31, 2026.

FISCAL IMPACT:
This contract will result in contractual service expenditures of up to $110,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
This contract is crucial for the Health Services Department to comply with county deposit requirements and to mitigate risk by providing armored vehicle transportation services to cover transportation of cash, currencies, and other valuables to and from Health Services Department locations to designated depositories.

On January 10, 2023, the Board of Supervisors approved Contract #76-804 with Loomis Armored US, LLC to provide armored vehicle transport services for the Health Services Department for the period January 1, 2023 through December 31, 2025. This contract included mutual indemnification and limitation of liability.

This Board Order clarifies the incorrect term previously approved by the Board on January 10, 2023, to correct the term to match the agreement from August 1, 2023 through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommendation is not approved, the prior Board action will stand and will be inconsistent with the contract term agreed upon in the contract.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1639 **Agenda Date:** 6/4/2024 **Agenda #:** C.67.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Medical Staff Appointments and Reappointments - May 1, 2024

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the new medical staff, allied health, and tele-radiologist appointments and reappointments, additional privileges, medical staff advancement, and resignations as recommended by the Medical Staff Executive Committee, at their May 20, 2024 meeting, and by the Health Services Director.

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

BACKGROUND:
The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and recommended by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

Anna M. Roth, R.N., M.S., M.P.H.
Health Services Director

Samir B. Shah, M.D., F.A.C.S
Chief Executive Officer
Contra Costa County Regional Medical Center and Health Centers
Contra Costa Health Services

CONTRA COSTA REGIONAL MEDICAL CENTER AND HEALTH CENTERS

2500 Alhambra Avenue
Martinez, California 94553-3156
Ph. 925-370-5000

CCM Date: May 1, 2024
MEC Date: May 20,2024

A. Provisional Appointments - Medical Staff & Allied Health

Applicant	Department/ Speciality
Baughman, Sherilyn MD	IM/Dermatology
Bone, Samuel MD	Diagnostic Imaging
Chong, Deborah MD	OB/GYN
Curtis, Brett MD	DFAM
David, Miriam, MD	Diagnostic Imaging
Glick, Stephanie MD	DFAM
Gravesandy Vassall, Moremi MD	Psychiatry/Psychology
Harris, Liam MD	Surgery-Ortho
Johal-Morales, Jacqueline MD	DFAM
Kudisch, Marc MD	IM/Gastro
Manandhar, Manabu, DDS	Dental
McCorvey, Barbara, MD	Diagnostic Imaging
Moazazi, Mathilde MD	Emergency Medicine
Ratcliff, Stephannie MD	DFAM
Sheel, Sanjiv MD	Diagnostic Imaging
Strozier, Stephanie, FNP	DFAM
Sussman, Arlene MD	Diagnostic Imaging
Wong, Waikeong MD	Diagnostic Imaging

B. Staff Advancing to Non-Provisional

Provider	Department	Staff Category
Cubillos-Torres, Esteban, MD	Emergency Medicine	Active
Hogenboom, Jeanette, FNP	DFAM	Allied
Khan, Imran, MD	Pediatrics	Courtesy
Paley, Matthew, DO	Psychiatry/Psychology	Courtesy
Richardson, Emma, MD	DFAM	Active
Sanders, Timothy, MD	Pediatrics	Courtesy
Singh, Aman, MD	Psychiatry/Psychology	Courtesy

C. Reappointments - Medical Staff & Allied Health

Provider	Department	Staff Category
Alingog, Karen, MD	DFAM	Active

Bhandari, Vijay, MD	Hospital Medicine	Active
Doctorvaladan, Sahar, MD	OB/GYN	Active
Eipper, Jordan, MD	Psychiatry/Psychology	Active
Gandhi, Shailesh, MD	Psychiatry/Psychology	Active
Gutierrez, Matthew, MD	Hospital Medicine	Active
Hummos, Ali, Md	Psychiatry/Psychology	Active
Kaji, Troy, MD	DFAM	Active
Katzman, Kenneth, MD	DFAM	Active
Kerbawy, Sofia, MD	Pediatrics	Active
Kompaniez, Kari, MD	Hospital Medicine	Active
Lawton, Christopher, MD	Diagnostic Imaging	Courtesy
Longstroth, David, MD	Hospital Medicine	Active
Magargal, Spencer, MD	Pediatrics	Courtesy
Mokhtare, Shahrzad, MD	DFAM	Active
Molnar, Esther, MD	Internal Medicine	Courtesy
Nicholas, Zachary, MD	DFAM	Provisional
Niemeyer, Patricia, MD	Diagnostic Imaging	Active
Parvin, Nilofar, DDS	Dental	Active
Patel, Keval, MD	DFAM	Provisional
Poursartip, Maryam, MD	DFAM	Active
Ristow, Bryan, MD	Internal Medicine	Active
Romito, Leah, MD	DFAM	Active
Singh, Harshjit, MD	DFAM	Active
Stout, Eric, DO	DFAM	Provisional
Sun, Xingbo, DPM	Surgery	Active
Takekuma, Hiromi, DO	Internal Medicine	Courtesy
Thomas, Renee, MD	Pathology	Provisional
Urcuyo, Sergio, MD	Critical Care	Active
Walker, William, MD	DFAM	ADMIN
Wrone, Eilzabeth, MD	Internal Medicine	Courtesy
Zaka, Jamal, MD	Internal Medicine	Courtesy

D. Department Change

Provider	Department
NONE	

E. Resignation/Terminations/Non-Renewals

Provider	Department	Resignation Date
Bello, Jessica, LM	OB/GYN	Contract Expired – 5.31.2024
Dulan, Nilka, CNM	OB/GYN	Contract Expired – 5.31.2024

Jett, Margaret, DO	Pediatrics	Voluntary Resignation – 5.31.2024
Morrissey, Ellen, MD	Internal Medicine	Voluntary Resignation - 5.31.2024
Neal, Molly, NP	OB/GYN	Contract Expired – 5.31.2024
Portman, William, MD	Psychiatry/Psychology	Voluntary Resignation – 5.1.2024
Villa, Catalina, MD	Psychiatry/Psychology	TBH Contract expired - 4.26.2024
Williams, Cynthia, CNM	OB/GYN	Contract Expired – 5.31.2024
Wyrobek, Sonya, CNM	OB/GYN	Contract Expired – 4.04.2024

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1640 **Agenda Date:** 6/4/2024 **Agenda #:** C.68.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the list of providers recommended by the Contra Costa Health Plan Medical Director and the Health Services Director on May 9, 2024, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

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

BACKGROUND:
The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisor approval must be contained within each Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

Contra Costa Health Plan
Providers Approved by Medical Director
May 9, 2024

CREDENTIALING PROVIDERS MAY 2024	
Name	**Specialty**
Borromeo, Christian, BCBA, MA	Qualified Autism Provider
Bradshaw, Jamison, DO	Psychiatry
Curry, Laura, MFT	Mental Health Therapist/Counselor
Frazier, Louisa, PA	Mid-level - Family Medicine
Gerstel, Alayna, BCBA, MA	Qualified Autism Provider
Goettsch, Debra, PA	Urgent Care
Hawkins, Mitzi, MD	Obstetrics And Gynecology
Lopez, Benjamin, PA	Wound Care
McAlear, Matthew, BCBA	Qualified Autism Provider
Nadhan, Kumar, MD	Dermatology
Meliala, Anjelica, BCBA, MS	Qualified Autism Provider
Padula, Ana Maria, MD	Internal Medicine
Singh, Rajinder, RD	Dietitian
Tipton, Cheyenne, BCBA	Qualified Autism Provider
Yun, Lydia, DPM	Podiatry
Zwerling, Blake, MD	OBGYN

RECREDENTIALING PROVIDERS MAY 2024	
Name	**Specialty**
Aboelata, Noha, MD	Family Medicine
Bain, Elyse, BCBA	Qualified Autism Provider
Bansal, Raghunath, MD	Psychiatry
Bernett, Jorge, MD	Infectious Disease
Chen, William, MD	Internal Medicaine/Allergy & Immunology
Chin, Daniel, OD	Optometry
Curzi, Mario, MD	Nephrology
Decena, Danilo, BCBA	Qualified Autism Provider
Dorski, Maria, RBT, DC, BS	Qualified Autism Provider
Gauvin, Jean, MD	Psychiatry
Milne, Lawrence, MD	Surgery - General
Nguyen, Tung, OD	Optometry
Noorani, Ghulam, MD	Psychiatry
Reinheimer, Emily, BCBA	Qualified Autism Provider
Sharma, Konark, MD	Infectious Disease
Spence, Rebecca, NP	Pediatrics

Contra Costa Health Plan
Providers Approved by Medical Director
May 9, 2024

RECREDENTIALING PROVIDERS MAY 2024	
Name	**Specialty**
Siguenza, Merari, BCBA, MS	Qualified Autism Provider
Terzich-Garland, Brenda, BCBA	Qualified Autism Provider
Turner, Richard, MD	Urgent Care
Ueda, Mari, BCBA	Qualified Autism Provider
Weingarten, Robert, MD	Urgent Care

RECREDENTIALING ORGANIZATIONAL PROVIDERS MAY 2024		
Name	**Provide the Following Services**	**Location**
Bellaken Skilled Nursing Center	Skilled Nursing Facility	Oakland
Berkeley Pines Skilled Nirsing Facility	Skilled Nursing Facility	Berkeley
Choice in Aging - The Bedford Center	Community - Based Adult Services	Antioch
Choice in Aging - Mt Diablo Center	Adult Day Healthcare	Pleasant Hill
Davita - Carquines Dialysis	Dialysis	Vallejo
Davita - Fairfield Dialysis Center	Dialysis	Fairfield
Davita - South Hayward Dialysis	Dialysis	Hayward
Davita - Walnut Creek at Home	Dialysis	Walnut Creek
La Casa Via Transitional Care Center	Skilled Nursing Facility	Walnut Creek
Lifeguard Hospice Care, Inc	Hospice	Pleasanton
Marina Garden Nursing Center	Skilled Nursing Facility	Alameda
Pittsburg Skilled Nursing Center	Skilled Nursing Facility	Pittsburg
San Jose Dental Surgery Center	Outpatient Surgery	San Jose
Sutter Care at Home - San Francisco	Home Health	San Francisco
Sutter Visiting Nurse Assoc. & Hospice	Hospice Outpatient	San Francisco

Staff Report

File #: 24-1641 **Agenda Date:** 6/4/2024 **Agenda #:** C.69.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Reallocate Measure X permanent supportive housing funds to 2555 El Portal Drive, San Pablo, CA

☐Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE reallocation of permanent supportive housing funds to be used exclusively at 2555 El Portal Drive, San Pablo, California, as recommended by the Health Services Director.

FISCAL IMPACT:

This action will not result in additional impact to the General Fund. This action shifts $5,200,000 in Measure X funds previously assigned to two projects to one project located at the address noted above.

BACKGROUND:

On November 16, 2021, under item D.5, the Board of Supervisors approved one-time Measure X funding allocations to the Health, Housing and Homeless Division (H3)(0463) to support two distinct permanent supportive housing projects located in San Pablo and Richmond, CA.

On December 14, 2021, this Board authorized the Health Services Director to apply to HCD for up to $32,400,000 of grant funding from the Homekey Program to purchase the Property and AUTHORIZE the Public Works Director, or the designee, to execute an exclusive negotiating rights agreement with Clarence Perry, LLC, authorizing continued negotiations of a lease or lease-purchase agreement for the County's acquisition of the property at 2555 El Portal, San Pablo. An application for that round of Homekey funding was not submitted due to strict State guidelines around readiness of the project.

On February 1, 2022, in support of the County's application to HCD for Homekey funding, this Board authorized the Public Works Director to enter into a lease with the Property owner, under which the owner would construct tenant improvements specified by the County to renovate the building, and a Purchase and Sale Agreement (PSA), governing the County's purchase of the Property. The Board action taken on February 1, 2022, stipulated that acceptance of the grant deed formalizing the County's purchase of the Property would be the subject of a subsequent Board action.

On May 16, 2023, this Board authorized the Health Services Director to submit an application to the California Department of Housing and Community Development (HCD), to accept Homekey program funding in an amount not to exceed $16,000,000, for the acquisition of the Property and the renovations of the existing two-story building on the Property to create permanent supportive housing for persons experiencing homelessness.

On November 21, 2023, the County received a letter from HCD notifying the County that it had been awarded $16,000,000 of Homekey Program grant funds for the purchase of the Property.

On May 14, 2024, the Board of Supervisors approved an action to accept a Grant Deed from Clarence Perry, LLC, and take related actions, for the purchase of Real Property located at 2555 El Portal Drive, San Pablo, for $21,320,000, to provide permanent supportive housing to qualifying individuals. The Division is now requesting to apply the $5.2 million in one-time Measure X funds to cover the gap in cost not supported by Project Homekey funds entirely to the purchase of and necessary projects related to 2555 El Portal Drive in San Pablo, CA, as they have decided to not pursue the Brookside SRO project in Richmond, California.

Approval of this action will reallocate all one-time permanent supportive housing Measure X funds under the H3 Division to the purchase of this real property and related projects.

CONSEQUENCE OF NEGATIVE ACTION:
If not approved, funding issued to the H3 Division for permanent supportive housing projects will not align with actual expenditure lines.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1642 **Agenda Date:** 6/4/2024 **Agenda #:** C.70.

To: Board of Supervisors

From: Anna Roth, Health Services Director

Report Title: Grant Extension #28-966-2 with the California Department of Public Health

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT Grant Award Extension from the California Department of Public Health, to extend the Federal Epidemiology and Laboratory Capacity (ELC) Enhancing Detection and ELC Expansion Funding from July 31, 2024 through July 31, 2026 with no other changes to the grant terms and conditions.

FISCAL IMPACT:
This extension will not change the original funding award of approximately $39,500,000 in federal funds the state is passing through to counties, for ELC Enhancing Detection and ELC Expansion. No County match required.

BACKGROUND:
Each California Local Health Jurisdiction (LHJ) (excluding Los Angeles, Long Beach, and Pasadena) were awarded a base of $1,000,000. The balance of funds was distributed based on the proportion each LHJ contributes to the 2019 population (50% of allocation), the proportion each LHJ contributes to the 2019 population in poverty (25% of allocation), and the proportion each LHJ contributes to the population that is Black/African American, Latinx, or Native Hawaiian/Pacific Islander (25% of allocation). Population and race/ethnicity data are from the Department of Finance, and population in poverty are calculated using 2019 Census Estimates.

As required, the expenditure of grant dollars must focus on meeting objectives within six (6) strategies, with a special emphasis on health equity throughout the strategies. The six (6) strategies are as follows: enhance laboratory, surveillance, informatics and other workforce capacity; strengthen laboratory testing; advance electronic data exchange at Public Health Laboratories; improve surveillance and reporting of electronic health data; use laboratory data to enhance investigations, response, and prevention; and coordinate and engage with partners.

On April 27, 2021, the Board of Supervisors approved acceptance of Grant Award #28-966 with the California Department of Public Health, to pay the County in an amount not to exceed $39,500,000 for the ELC Enhancing Detection through Coronavirus Response and Relief Supplement Funds, for the period from January 15, 2021 through July 31, 2023.

On June 13, 2023, the Board of Supervisors approved acceptance of Grant Award Extension #28-966-1 with the

California Department of Public Health, to extend the termination date from July 31, 2023 to July 31, 2024 with no change in the other grant terms and conditions.

Approval of this Grant Award Extension will allow the County to continue to provide these services through July 31, 2026, with no changes to the other grant terms and conditions.

CONSEQUENCE OF NEGATIVE ACTION:
If this extension is not approved, the County will not be able to continue strategies to enhance coronavirus detection using laboratory data.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1643 **Agenda Date:** 6/4/2024 **Agenda #:** C.71.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Add two (2) Elections Outreach Specialist Positions

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26257 to add two (2) Elections Outreach Specialist (EBHA) positions at salary plan and grade ZA5 1406 ($6,010 - $7,305) in the Clerk-Recorder-Elections Department.

FISCAL IMPACT:
100% General Fund. The salary and benefit costs associated with these positions will be offset with appropriated Measure X funding and are within the Department's operating budget.

BACKGROUND:
On December 12, 2023, the Board of Supervisors approved the Department's request for Measure X funding to create two dedicated positions for elections education and engagement. These positions will aid in the Department's outreach efforts to spur voter participation throughout the county.

CONSEQUENCE OF NEGATIVE ACTION:
The Department would not have dedicated positions to fulfill the action previously approved by the Board of Supervisors and would lack the capacity to execute its planned outreach activities.

POSITION ADJUSTMENT REQUEST

NO. 26257
DATE 1/3/2024

Department No./
Department Clerk-Recorder-Elections Budget Unit No. 0043 Org No. 2353 Agency No. 24

Action Requested: Adopt Position Adjustment Resolution No. 26257 to add two (2) Elections Outreach Specialist (EBHA) positions, at salary grade and plan ZA5-1406 positions in the Clerk-Recorder-Elections Department.

Proposed Effective Date: 1/1/2024

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: $0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	$221,198.36	Net County Cost	$221,198.36
Total this FY	$110,599.18	N.C.C. this FY	$110,599.18

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% General Fund (Measure X Funding, AIR# 23-1092)

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Kristin B. Connelly
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Julie Enea — 1/8/24
Deputy County Administrator — Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 5/29/2024
Add two (2) Elections Outreach Specialist (EBHA) positions at salary plan and grade ZA5 1406 ($6,010 - $7,305) in the Clerk-Recorder-Elections Department

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.
Effective: ☒ Day following Board Action.
☐ _____(Date)

Gladys Reid — 5/29/2024
(for) Director of Human Resources — Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 5/29/2025
☒ Approve Recommendation of Director of Human Resources
☐ Disapprove Recommendation of Director of Human Resources
☐ Other: _____

/s/ Julie Enea
(for) County Administrator

BOARD OF SUPERVISORS ACTION:
Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____ BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

P300 (M347) Rev 3/15/01

REQUEST FOR PROJECT POSITIONS

Department _____ Date _____ No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
   Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost

   a. Salary & Benefits Costs: _____

   b. Support Costs: _____
   (services, supplies, equipment, etc.)

   c. Less revenue or expenditure: _____

   d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
   a. potential future costs
   b. legal implications
   c. financial implications
   d. political implications
   e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
   - ☐ a. Competitive examination(s)
   - ☐ b. Existing employment list(s) Which one(s)? _____
   - ☐ c. Direct appointment of:
     - ☐ 1. Merit System employee who will be placed on leave from current job
     - ☐ 2. Non-County employee

   Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1644 **Agenda Date:** 6/4/2024 **Agenda #:** C.72.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with vPrime Tech Inc for CoreView Software

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with vPrimeTech, Inc. in amount not to exceed $330,000 to provide CoreView CoreSuite software, a Microsoft Office 365 licensing management software program, for the period of July 1, 2024, through June 30, 2027.

FISCAL IMPACT:
The cost for this purchase will be charged to user departments on a per license basis. (100% User Departments).

BACKGROUND:
The Department of Information Technology partnered with CoreView USA Inc. in March 2023 as a result of standardizing County-wide Microsoft Office 365 licenses to Microsoft G5 licensing. DoIT enlisted CoreView's CoreSuite software to assist in tracking license usage and replaces Microsoft's complex and cumbersome reporting capabilities. CoreSuite provides unparalleled visibility into our Microsoft tenant and identifies unused, unassigned or over assigned licenses.

On March 21, 2023, the Board approved the Purchasing Agent to execute a purchase order for the CoreView software for a one (1) year period. At this meeting, the Board also approved CoreView, USA, Inc.'s Terms of Service which requires the County to indemnify and defend CoreView, its affiliates and licensors, and their respective officers, directors, employees and agents from any losses, damages, costs and expenses awarded by a court or resulting from a settlement for a claim from any third party arising out of or relating to (i) Client's or its Users' use of the Products other than in accordance with the Terms, unless such claims are covered by CoreView's defense obligations; or (ii) Client's noncompliance with applicable laws. The Terms of Service will again be included as part of the executed purchase order.

As the software has exceeded the expectations of staff, the department wishes to continue utilizing this tool. Pursuant to the Purchasing Policy and Procedures, Purchasing issued a Request for Proposal (RFP) on March 5, 2024, soliciting bids from experienced and qualified firms to provide CoreView CoreSuite software licenses. The bid concluded on March 29, 2024, with three (3) firms submitting a complete bid packet. An evaluation committee was formed to evaluate the bids based on established criteria and vPrimeTech Inc was the successful bidder.

CONSEQUENCE OF NEGATIVE ACTION:
If this agreement is not approved, DoIT's ability to efficiently track Microsoft licenses will be reduced.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1645 **Agenda Date:** 6/4/2024 **Agenda #:** C.73.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with HaulAway Storage Containers

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with HaulAway Storage Containers in an amount not to exceed $5,000 for the lease of storage containers, subject to the terms of HaulAway's rental contract, for the period of June 20, 2024, through June 29, 2025.

FISCAL IMPACT:

The cost is charged to the user department. (100% User Departments)

BACKGROUND:

Since December 2020, when the Board authorized the demolition of 651 Pine Street, the former administration building, the Department of Information Technology (DOIT) Telecommunications Division has been diligently working to relocate the telecommunications infrastructure that was housed in and on the building. This effort also includes upgrading equipment at seven (7) hilltop peaks, several Contra Costa Fire Protection District stations, and other key communication sites within the County. However, DOIT lacks sufficient space to store all the materials needed for the upgrade project. To address this issue, DOIT has rented two (2) forty-foot cargo containers from HaulAway Storage Containers to store the necessary materials required to complete the upgrades. The project is expected to be completed within the next year. The HaulAway rental contract contains an indemnification provision from the County to HaulAway.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, DOIT will lack sufficient space to store all the necessary materials to complete the telecommunications upgrades and will be forced to find an alternate solution which could create project delays and increase labor hours.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1646 **Agenda Date:** 6/4/2024 **Agenda #:** C.74.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with Tone Software Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with Tone Software Corporation in an amount not to exceed $10,000 for the renewal of mainframe output management software and automation tools, subject to Tone's License Agreement terms and conditions, the period of July 1, 2024, through June 30, 2025.

FISCAL IMPACT:
The cost is charged to the user department. (100% User Departments)

BACKGROUND:
The Department of Information Technology's (DOIT) Operations and Enterprise Services staff utilize Tone Software's mainframe output management software and automation tools to enhance and streamline the handling, formatting, distribution, and presentation of the County's mainframe-generated reports and documents. The specific Tone products being utilized are as follows:

Mainframe Output Management Software:

1. JES2Mail - Manages and automates the distribution of mainframe-generated reports via email.

2. JES2FTP - Handles the automated transfer of mainframe-generated reports to other systems using File Transfer Protocol (FTP).

Mainframe Output Formatting and Enhancement:

1. PDF Overlay - Enhances the presentation of mainframe-generated reports by adding graphical elements and professional formatting to create polished PDF documents.

2. Report Processing Language (RPL) - Provides advanced capabilities for customizing the format and structure of mainframe-generated reports, allowing for detailed control over their appearance and content.

These products work together to ensure the mainframe-generated reports and documents from the County's mainframe system are efficiently managed, appropriately formatted, and effectively delivered to the applicable

County departments.

CONSEQUENCE OF NEGATIVE ACTION:
Not approving this request could lead to:

1. Inefficient report distribution, requiring manual intervention, which increases the likelihood of errors.
2. Difficulty of report customization and management.
3. Lack of professional report presentation.
4. Operational Inefficiencies.
5. Reduced Responsiveness and Agility by the DOIT Operations and Enterprise Services staff.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1647 **Agenda Date:** 6/4/2024 **Agenda #:** C.75.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with AT&T for Cisco Networking Equipment to Support the Contra Costa County Sheriff's Office.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order with AT&T Corp in an amount not exceed $237,000 for the purchase of Cisco networking equipment.

FISCAL IMPACT:

The cost for this purchase is charged to the Office of the Sheriff. (100% User Department)

BACKGROUND:

The Department of Information Technology is currently engaged in the process of procuring and deploying Cisco networking equipment on behalf of the Contra Costa County Sheriff's Office. The Sheriff's Office is moving the Court Security unit service from the Main Street Post Office building to the new County building located at 1026 Escobar, Martinez. The Sheriff's security services group is responsible for real time video monitoring of all court facilities and assuring safety and security of court personnel and general public. The new Cisco equipment will allow for interoperability between court security services and the Sheriff's monitoring and recording applications, support normal County VoIP services, and allow access to County network applications. With the deployment of this Cisco equipment both the Sheriff's Office and the Department of Information Technology will be able to monitor and proactively respond to any issues. This request was competitively bid, with AT&T being the successful bidder.

CONSEQUENCE OF NEGATIVE ACTION:

Not purchasing the Cisco networking equipment could critically impair the Sheriff's Office's ability to ensure the security and efficiency of its operations, particularly in their new location. This could also have broader implications for public safety and departmental performance.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1648 **Agenda Date:** 6/4/2024 **Agenda #:** C.76.

To: Board of Supervisors

From: Marc Shorr, Information Technology Director

Report Title: Purchase Order with AT&T Corp. for Mobility Equipment and Accessories

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Chief Information Officer, to execute a purchase order, with AT&T Corporation in an amount not to exceed $250,000 for the purchase of mobility equipment and accessories, for the period of July 1, 2024, through June 30, 2025.

FISCAL IMPACT:

The cost for mobility equipment and accessories will be charged to user departments through the Department of Information Technology's bill process. (100% User Departments)

BACKGROUND:

The Department of Information Technology's (DOIT) Telecommunications Division staff handles purchasing of all AT&T mobility equipment and accessories for most County departments, with a few exceptions. All mobility devices purchased from AT&T come with AT&T FirstNet. FirstNet is a nationwide public safety broadband network specifically developed and operated by AT&T under a contract with the First Responder Network Authority (FirstNet Authority), an independent authority established by Congress.

AT&T FirstNet offers a comprehensive suite of services and features tailored specifically for governmental agencies, particularly those involved in public safety and emergency response. Some of the key features of AT&T FirstNet to the County are:

- **Priority Access:** County FirstNet users get priority access to the network, ensuring that they can communicate even during high-traffic situations, such as emergencies and large public events.
- **Preemption:** FirstNet can preempt non-public safety users, giving County first responders and executive staff the highest priority on the network.
- **FirstNet Core:** A dedicated network core that separates public safety traffic from commercial traffic, providing a more secure and reliable communication environment for County users.
- **Band 14 Spectrum:** FirstNet uses a dedicated frequency (Band 14) for public safety, offering enhanced coverage to County users, especially in rural and remote areas.

- **Deployable Units (FirstNet COWs - Cell on Wheels):** FirstNet provides portable cell sites call COWs (Cell on Wheels) and other deployable solutions to enhance coverage during disasters and large events at no additional cost to the County.
- **Interoperability:** FirstNet ensures that different public safety agencies can communicate seamlessly with each other, improving coordination during multi-agency responses.
- **Voice, Data, and Messaging:** AT&T FirstNet offers County users comprehensive services that include voice calls, text messaging, and high-speed data.
- **Resilient Network Infrastructure:** FirstNet is built with a focus on resilience, ensuring that the network remains operational during natural disasters, power outages, and other crises.
- **Secure Communications:** Advanced encryption and security measures to protect sensitive communications.
- **Cybersecurity:** Ongoing monitoring and protection against cyber threats.
- **Flexible Pricing:** Competitive pricing plans designed to meet the budget constraints of governmental agencies.

While the County purchases mobility equipment and accessories from other carriers who also offer robust public safety communication solutions, the unique mandate, dedicated infrastructure, and exclusive features of AT&T FirstNet make it a first-in-class solution for the County and its users. For these reasons and purpose, AT&T FirstNet is considered a Sole Source provider. The contract is subject to the NASPO ValuePoint Master Agreement Terms and Conditions, including a limitation of liability on behalf of AT&T, and Participating Addendum #PA-2022-WDV-AT&T.

CONSEQUENCE OF NEGATIVE ACTION:

Choosing not to use AT&T FirstNet for purchasing mobility equipment and accessories can lead to reduced communication effectiveness, lower reliability and security, potential coverage gaps, and higher costs. For public safety and emergency response agencies, these factors are critical, as effective communication is essential for saving lives and ensuring public safety during emergencies and disasters.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1649 **Agenda Date:** 6/4/2024 **Agenda #:** C.77.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Approve and Authorize application for a grant in the amount of $18,900 from Keller Canyon Mitigation Fund for the Pittsburg Library

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of $18,900 from Keller Canyon Mitigation Fund for the Pittsburg Library to provide decodable books and ten scholarships to the Hoot Literacy online reading tutoring program for the period August 1, 2024 through June 30, 2025.

FISCAL IMPACT:
No library fund match.

BACKGROUND:
The Keller Canyon Landfill Mitigation Fund process was established in August 1992, and funds are used to mitigate effects of the landfill site by funding community-based organizations and County Departments for programs in the following areas: youth services, code enforcement, community beautification, public safety, and community services.

CONSEQUENCE OF NEGATIVE ACTION:
If this proposal is not approved, the Pittsburg Library will not be able to complete this project until other funding is found.

CHILDREN'S IMPACT STATEMENT:
The Pittsburg Library champions personal and community engagement in literacy and reading to enrich lives. The Library's project of bridging literacy gaps through decodable books and scholarships to Hoot online reading tutoring supports the community outcome of Children Ready for and Succeeding in School.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1650 **Agenda Date:** 6/4/2024 **Agenda #:** C.78.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: Apply for and Accept Funding from the California State Library for Library Literacy Services for FY 2024 - 2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept California State Library grant funding in an amount not to exceed $275,000 to meet the operational and services expenses required by Project Second Chance (PSC), the Contra Costa County Library adult literacy program, to provide adult and family literacy services, including English as a Second Language services, for the period of July 1, 2024 through June 30, 2025.

FISCAL IMPACT:
Funds committed to Project Second Chance by the Contra Costa County Library, foundation grants, and private donations will be matched by the California State Library using a funding formula that is based on: The State Library's budget for adult literacy, the number of students served by Project Second Chance and the total amount of local funding that the Contra Costa County Library certifies will be allocated to support Project Second Chance. For fiscal year 2024/25, the Library has pledged adult and family literacy funds currently budgeted in the amount of **$765,219** (76% Library fund and 24% California State Library).

BACKGROUND:
Project Second Chance was founded in 1984 with a grant from the California State Library. In 2003, AB 1266 was passed. Article 4.6, Section 18880-18884 of that bill, established the California Library Literacy and English Acquisition Services Program and the formula that determines how local funds, generated by individual library jurisdictions, are matched by the California State Library, using funds legislated specifically for this purpose.

CONSEQUENCE OF NEGATIVE ACTION:
The Library will not receive California State Library funding for adult or family literacy services, reducing the number of students that can be served.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1651 **Agenda Date:** 6/4/2024 **Agenda #:** C.79.

To: Board of Supervisors

From: Alison McKee, County Librarian

Report Title: MOU with City of Oakley re: Project Second Chance

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the County Librarian, or designee, to execute an MOU including mutual indemnification with the City of Oakley to waive the user fee for the Library's Project Second Chance Adult Literacy Program usage of the City's parks and facilities in Oakley for the period August 1, 2024, through July 31, 2025.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Contra Costa Library's Adult Literacy Program, Project Second Chance, provides free basic literacy instruction through volunteer tutors to adults in Contra Costa County who read or write in English at or below a 6th grade level. Based on space and schedule limitations at the Oakley Library and a growing number of adult learners in Oakley seeking Project Second Chance services, the City of Oakley has offered to waive the user fee for Contra Costa County Library use of City-owned parks and facilities for Project Second Chance tutoring for the period of August 1, 2024, through July 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
Tutor / Learner pairs for Project Second Chance working in the City of Oakley will be required to pay a fee to the City of in order to use the City's parks facilities, reducing the number of students who can be served in Oakley.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-203 **Agenda Date:** 6/4/2024 **Agenda #:** C.80.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Stormwater Management Operation and Maintenance Agreement for land use permit LP16-02031, Bay Point area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP16-02031, for a project being developed by CP Logistics Willow Pass, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 66.

CONSEQUENCE OF NEGATIVE ACTION:
The agreement will not be recorded, and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Anthony DiSilvestre, Engineering Services, Renee Hutchins- Records, Karen Piona-Records, Michelle Mancuso-Watershed Program/ Flood Control, John Steere,-Watershed Program/Flood Control, Catherine Windham-Flood Control, CP Logistics Willow Pass, LLC.

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: Approving the Stormwater Management Facilities Operation and Maintenance Agreement for land use permit LP16-02031 (APN's 099-160-026 & 099-160-027), for a project being developed by CP Logistics Willow Pass, LLC, as recommended by the Public Works Director, Bay Point area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with CP Logistics Willow Pass, LLC, as required by the Conditions of Approval for land use permit LP16-02031. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for land use permit LP16-02031, which is located at 4000 Evora Road in the Bay Point area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

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

By: , Deputy

Contact: Kellen O'Connor
(925) 313-2278

C: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Anthony DiSilvestre, Engineering Services, Renee Hutchins- Records, Karen Piona- Records, Michelle Mancuso-Watershed Program/ Flood Control, John Steere,-Watershed Program/Flood Control, Catherine Windham-Flood Control, CP Logistics Willow Pass, LLC.

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services Division
255 Glacier Drive
Martinez, CA 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY

PROJECT: LP16-2031

PROPERTY OWNER(S): CP Logistics Willow Pass, LLC

ASSESSOR'S PARCEL NUMBER(S): 099-160-026 & 099-160-027

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between CP Logistics Willow Pass, LLC and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term **"County"** means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Maintain: The terms "**maintain," "maintained,"** or **"maintenance"** mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Laugenour and Meikle, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term **"Project"** means LP16-2031, which is being developed on the Property by the Property Owner.

Property: The term **"Property"** means that real property described in Exhibit A attached to this Agreement.

Property Owner: The terms **"Property Owner"** and **"Property Owners"** CP Logistics Willow Pass, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Property.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by Laugenour and Meikle, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term **"Stormwater Facilities"** means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.

B. The County has operates and maintains a portion of land including the 1,300-foot length of Evora Road at its western terminus in the unincorporated area of Contra Costa County near the city of Concord, and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.

C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.

D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.

E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance, the

County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the 1,300-foot length of Evora Road at its western terminus in the unincorporated area of Contra Costa County near the city of Concord, and each and every part thereof.

Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

By: _____
Warren Lai, Public Works Director

RECOMMENDED FOR APPROVAL:

Warren Lai, Public Works Director

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel
Michael George

Property Owner (CP Logistics Willow Pass, LLC)

By: CP Logistics Platform, LLC
Member, CP Logistics Willow Pass, LLC

By: Panattoni CLP, LLC
Administrator, CP Logistics Platform, LLC

By: Panattoni CLP Operator, LLC
Manager, Panattoni CLP Operator, LLC

By: _____
Lauren Kerns
Vice President

By: _____
William Bullen
Vice President

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).)]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

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SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

By: _____
Warren Lai, Public Works Director

RECOMMENDED FOR APPROVAL:

Warren Lai, Public Works Director

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel

Property Owner: CP Logistics Willow Pass, LLC

By: CP Logistics Platform, LLC, a Delaware limited liability company, its sole member

By: Panattoni CLP, LLC, a Delaware limited liabilty company, its Administrator

By: Panattoni CLP Operator, LLC, a Delaware limited liability company, its Manager

By: _____
Lauren Kerns
Vice President

By: _____
William Bullen
Vice President

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

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SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

By: _____
Warren Lai, Public Works Director

RECOMMENDED FOR APPROVAL:

Warren Lai, Public Works Director

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel

Property Owner: CP Logistics Willow Pass, LLC

By: CP Logistics Platform, LLC, a Delaware limited liability company, its sole member

By: Panattoni CLP, LLC, a Delaware limited liabilty company, its Administrator

By: Panattoni CLP Operator, LLC, a Delaware limited liability company, its Manager

By: _____
Lauren Kerns
Vice President

By: _____
William Bullen
Vice President

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

G:\engsvc\Land Dev\LP\LP 16-2031 (xref PR16-0005)\O&M Agreement\AG-42 OMAgreement LP16-2031.docx

EXHIBIT 'A'
LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATE IN AN UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOT 51 AND LOT 52 AS SHOWN ON THE MAP OF THE GOVERNMENT OR GWIN RANCH, FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT PAGE 87, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE ANGLE POINT ON THE NORTHERLY LINE OF SAID LOT 52, FROM WHENCE THE WEST ¼ CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN, BEARS NORTH 1° 14' 02" EAST, 3.96 FEET, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED JUNE 2, 1976, IN BOOK 60 OF LICENSED SURVEYORS' MAPS, AT PAGE 44, CONTRA COSTA COUNTY RECORDS; SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION; THENCE SOUTH 45° 32' 37" WEST, 148.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 75° 23' 07" WEST, 290.88 FEET; THENCE SOUTH 62° 40' 21" WEST, 284.89 FEET; THENCE SOUTH 35° 44' 23" EAST, 312.59 FEET; THENCE SOUTH 7° 22' 49" EAST, 162.61 FEET; THENCE SOUTH 51° 19' 14" EAST, 704.25 FEET; THENCE NORTH 51° 05' 58" EAST, 66.92 FEET; THENCE SOUTH 36° 02' 59" EAST, 203.97 FEET TO THE NORTHERLY LINE OF THAT 4 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL ONE", IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO CONCORD SPORTSMEN'S CLUB, A CORPORATION, RECORDED MARCH 8, 1961, IN BOOK 3819 OF OFFICIAL RECORDS, AT PAGE 450, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ONE NORTH 72° 22' 10" EAST, 232.35 FEET; THENCE LEAVING SAID NORTHERLY LINE, NORTH 0° 03' 53" WEST, 469.54 FEET; THENCE NORTH 68° 30' 47" WEST, 200.00 FEET; THENCE NORTH 63° 39' 18" WEST, 125.00 FEET; THENCE NORTH 51° 59' 35" WEST, 99.93 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET THROUGH A CENTRAL ANGLE OF 51° 13' 31", AN ARC DISTANCE OF 223.51 FEET; THENCE ALONG A TANGENT LINE, NORTH 0° 46' 04" WEST, 171.92 FEET; THENCE NORTH 57° 38' 50" WEST, 161.59 FEET TO THE TRUE POINT OF BEGINNING.

SAID DESCRIPTION ALSO BEING KNOWN AS PARCEL "A" PURSUANT TO THAT CERTAIN LOT LINE ADJUSTMENT (FILE NO. LL030038) APPROVED BY CONTRA COSTA COUNTY, AS DISCLOSED BY THAT CERTAIN CORRECTION QUITCLAIM DEED RECORDED AUGUST 1, 2003, AS INSTRUMENT NO. 2003-0376457, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

B. P. Bonino

Bryan P. Bonino, L.S. **Date** 10/30/2023

EXCEPTING THEREFROM PORTIONS OF PARCEL ONE:

1) ALL OF THE OIL, GAS, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES AND MINERALS, AS WELL AS THERMAL STEAM AND HOT WATER, LYING IN AND UNDER, TO A DEPTH OF 4,500 FEET BELOW MEAN SEA LEVEL, AS GRANTED FROM ELWIN F. WARE, ET UX., TO PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, IN THAT CERTAIN INSTRUMENT RECORDED SEPTEMBER 2, 1975, IN BOOK 7609 OF OFFICIAL RECORDS, AT PAGE 384, CONTRA COSTA COUNTY RECORDS.

2) "RESERVING UNTO THE SELLERS AS GRANTORS ALL OR ANY OF THE OIL, GAS, MINERALS AND HYDROCARBONS, ALL CHEMICAL GAS AND ALL GEOTHERMAL STEAM LYING BELOW A DEPTH OF MORE THAN FORTY-FIVE HUNDRED (4500) FEET BELOW MEAN SEA LEVEL, INCLUDING THE RIGHT TO GRANT LEASES FOR ALL OR ANY OF SAID PURPOSES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LANDS OR UPON ANY PORTION THEREOF WITHIN FORTY-FIVE HUNDRED (4500) FEET VERTICAL DISTANCE BELOW MEAN SEA LEVEL," AS RESERVED IN THE GRANT DEED FROM ELWIN F. WARE, ET UX., RECORDED JULY 14, 1983, IN BOOK 11339 OF OFFICIAL RECORDS, AT PAGE 640, CONTRA COSTA COUNTY RECORDS.

3) "EXCEPTING FROM SAID REAL PROPERTY AND RESERVING TO THE GRANTORS HEREIN ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE NORMAL SURFACE OF THE GROUND, PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND MINERALS SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON," AS RESERVED IN THE GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, RECORDED SEPTEMBER 3, 1991, AS INSTRUMENT NO. 1991-0178168, IN BOOK 16844 OF OFFICIAL RECORDS, AT PAGE 485, CONTRA COSTA COUNTY RECORDS.

4) "GRANTOR RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, NON-EXCLUSIVE RIGHTS TO ALL THE SUBSURFACE WATER NOW OR HEREAFTER FOUND, LOCATED IN ALL OR ANY PART OF THE LAND ABOVE DESCRIBED, LYING BELOW THE SURFACE THEREOF, EXPRESSLY RESERVES THE RIGHT TO GRANT LEASES FOR SUCH WATER WITHOUT RIGHT TO ENTER UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF RECOVERING SUCH WATER," AS RESERVED IN THE GRANT DEED FROM THOMAS/DENOVA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RECORDED NOVEMBER 21, 2003, AS INSTRUMENT NO. 2003-0569305, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

BEING APNS 099-160-026 AND 099-160-027.

CONTAINING 15.424 ACRES OF LAND, MORE OR LESS.

SEE EXHIBIT 'B', ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL TWO:

A NON-EXCLUSIVE PERPETUAL EASEMENT, APPURTENANT TO PARCEL ONE, ABOVE, FOR INGRESS AND EGRESS BY VEHICLES, PEDESTRIANS AND ANIMALS AND FOR INSTALLING, REPAIRING, REMOVING AND REPLACING A ROAD AND LINES, WIRES, PIPES, CONDUITS AND FACILITIES FOR WATER, SEWER, GAS, ELECTRIC, TELECOMMUNICATIONS, FIBER OPTIC, AND STORM WATER PURPOSES, OVER, UNDER, THROUGH, AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF LOTS 50 AND 51 AS SHOWN ON THE MAP OF THE GOVERNMENT OR GWIN RANCH, FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT PAGE 87, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

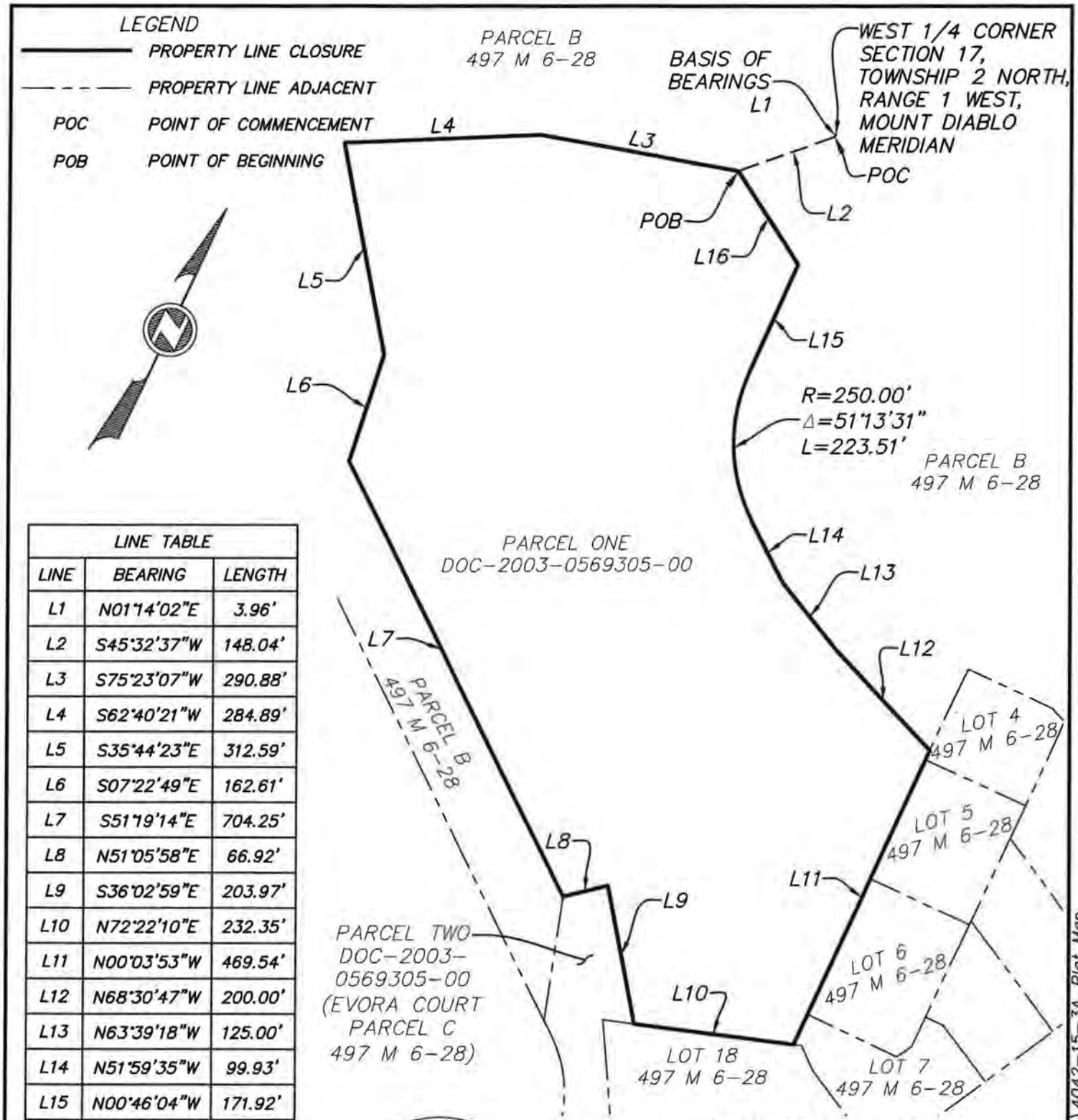
BEGINNING AT THE SOUTHWEST CORNER OF THAT 4 ACRE PARCEL OF LAND DESCRIBED AS "PARCEL ONE", IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO CONCORD SPORTSMEN'S CLUB, A CORPORATION, RECORDED MARCH 8, 1961, IN BOOK 3819 OF OFFICIAL RECORDS, AT PAGE 450, CONTRA COSTA COUNTY RECORDS, SAID POINT OF BEGINNING ALSO BEING A POINT ON THE SOUTHERLY LINE OF LOT 51; THENCE NORTH 29° 39' 04" WEST, 361.48 FEET TO THE NORTHWEST CORNER OF SAID PARCEL ONE; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL ONE, NORTH 72° 22' 10" EAST, 45.83 FEET; THENCE LEAVING SAID NORTHERLY LINE, NORTH 36° 02' 59" WEST, 203.97 FEET; THENCE SOUTH 51° 05' 58" WEST, 66.92 FEET; THENCE SOUTH 16° 38' 49" EAST, 181.89 FEET TO THE EASTERLY LINE OF THE CONTRA COSTA CANAL, AND ALSO BEING THE EASTERLY LINE OF THE 6.92 ACRE PARCEL OF LAND DESCRIBED IN THE GRANT DEED FROM MANUEL J. DUARTE, JR., ET UX., TO THE UNITED STATES OF AMERICA, RECORDED SEPTEMBER 23, 1938, IN BOOK 486 OF OFFICIAL RECORDS, AT PAGE 4, CONTRA COSTA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CONTRA COSTA CANAL SOUTH 51° 15' 40" EAST, 25.00 FEET TO THE BEGINNING OF A 185 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 06' 00", AN ARC DISTANCE OF 213.43 FEET; THENCE LEAVING SAID CURVE SOUTH 14° 50' 21" WEST, 14.77 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND AWARDED TO THE UNITED STATES OF AMERICA IN THE "FINAL JUDGMENT ON PARCEL 75", ENTERED JUNE 19, 1945, IN THE DISTRICT COURT OF THE UNITED STATES, NORTHERN DISTRICT OF CALIFORNIA, SOUTHERN DIVISION, A CERTIFIED COPY OF WHICH WAS RECORDED JUNE 29, 1945, IN BOOK 818 OF OFFICIAL RECORDS, AT PAGE 123, CONTRA COSTA COUNTY RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 47° 02' 40" EAST, 469.26 FEET; THENCE SOUTH 44° 50' 15" EAST, 85.23 FEET TO THE NORTHERLY RIGHT OF WAY OF EVORA ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY, ALONG A NON-TANGENT CURVE TO THE SOUTHEAST, THE CENTER OF WHICH BEARS NORTH 45° 34' 03" EAST, HAVING A RADIUS OF 45 FEET, THROUGH A CENTRAL ANGLE OF 98° 03' 15", AN ARC DISTANCE OF 77.01 FEET; THENCE LEAVING SAID RIGHT OF WAY OF EVORA ROAD, NORTH 47° 02' 40" WEST, 271.24 FEET; THENCE NORTH 42° 57'

20" EAST, 20.00 FEET; THENCE NORTH 47° 02' 40" WEST, 80.00 FEET; THENCE NORTH 72° 22' 10" EAST, 11.37 FEET TO THE POINT OF BEGINNING.

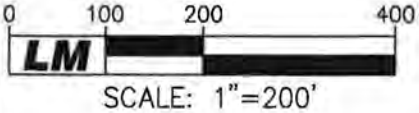
BEING APN 099-210-020.

CONTAINING 1.616 ACRES OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMACE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°14'02"E	3.96'
L2	S45°32'37"W	148.04'
L3	S75°23'07"W	290.88'
L4	S62°40'21"W	284.89'
L5	S35°44'23"E	312.59'
L6	S07°22'49"E	162.61'
L7	S51°19'14"E	704.25'
L8	N51°05'58"E	66.92'
L9	S36°02'59"E	203.97'
L10	N72°22'10"E	232.35'
L11	N00°03'53"W	469.54'
L12	N68°30'47"W	200.00'
L13	N63°39'18"W	125.00'
L14	N51°59'35"W	99.93'
L15	N00°46'04"W	171.92'
L16	N57°38'50"W	161.59'



SCALE: 1"=200'

BASIS OF BEARINGS

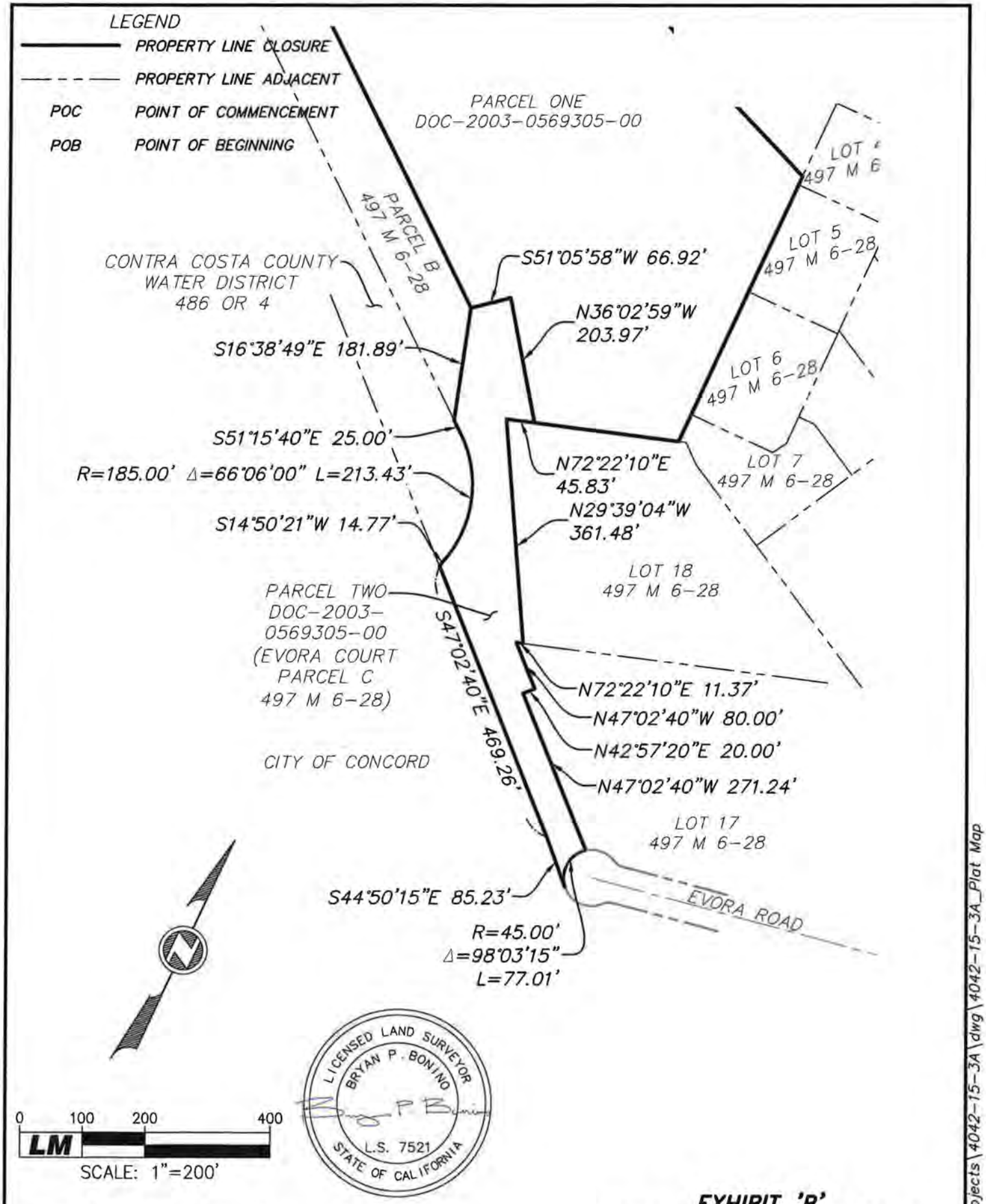
THE RECORD BEARING OF S01°14'02"W AS DESCRIBED IN DOCUMENT NO. 2003-0569305, CONTRA COSTA COUNTY RECORDS, AND BEING BETWEEN AN ANGLE POINT ON THE NORTHERLY LINE OF LOT 52 AS SHOWN ON THE MAP OF THE GOVERNMENT OR GWIN RANCH, FILED NOVEMBER 8, 1884, IN BOOK "D" OF MAPS, AT PAGE 87, CONTRA COSTA COUNTY RECORDS, AND THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN.

EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 2 DATE 10/30/2023

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

\Land Projects\4042-15-3A\dwg\4042-15-3A_Plat Map



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P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 662-4602

EXHIBIT 'B'
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2 DATE 10/30/2023

\Land Projects\4042-15-3A\dwg\4042-15-3A_Plat Map

ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 08 day of May, 2024, by Lauren Kerns, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.

JACOB SEEGER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234009486
MY COMMISSION EXPIRES MARCH 10, 2027

Notary Public

My Commission Expires: 03/10/2027

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by William Bullen, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

_____
Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Lauren Kerns, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or produced a valid driver's license as identification.

_____
Notary Public

My Commission Expires:_____

ACKNOWLEDGMENT

STATE OF Colorado)

COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 8 day of May, 2024, by William Bullen, as Vice President of Panattoni CLP Operator, LLC, as the Manager of Panattoni CLP, LLC, as the Administrator of CP Logistics Platform, LLC, as the Sole Member of CP Logistics Willow Pass, LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or produced a valid driver's license as identification.

_____
Notary Public

My Commission Expires: 5/16/2024

DONNA BOESE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064001235
MY COMMISSION EXPIRES MAY 16, 2024

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-204 **Agenda Date:** 6/4/2024 **Agenda #:** C.81.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve the Stormwater Management Operation and Maintenance Agreement for subdivision SD21-09573, Martinez area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD21-09573, for a project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 80.

CONSEQUENCE OF NEGATIVE ACTION:
The agreement will not be recorded, and Contra Costa County may not be in full compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Management Discharge Control Ordinance.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Anthony DiSilvestre, Engineering Services, Renee Hutchins- Records, Karen Piona-Records, Michelle Mancuso-Watershed Program/ Flood Control, John Steere,-Watershed Program/Flood Control, Catherine Windham-Flood Control, Civic Park Midlhill, LLC.

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: Approving the Stormwater Management Facilities Operation and Maintenance Agreement for subdivision SD21-09573 (APN's 161-280-005 & 161-280-034), for a project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Civic Park Midhill, LLC, as required by the Conditions of Approval for subdivision SD21-09573. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for subdivision SD21-09573, which is located at 180 Midhill Road in the Martinez area.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

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

By: , Deputy

Contact: Kellen O'Connor
(925) 313-2278

C: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Anthony DiSilvestre, Engineering Services, Renee Hutchins- Records, Karen Piona- Records, Michelle Mancuso-Watershed Program/ Flood Control, John Steere,-Watershed Program/Flood Control, Catherine Windham-Flood Control, Civic Park Midhill, LLC

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services Division
255 Glacier Drive
Martinez, CA 94553

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

COUNTY OF CONTRA COSTA

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES OPERATION
AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY

PROJECT: SD21-9573

PROPERTY OWNER(S): Civic Park Midhill, LLC

ASSESSOR'S PARCEL NUMBER(S): 161-280-005 and 161-280-034

COVENANT RUNNING WITH THE LAND,
STORMWATER MANAGEMENT FACILITIES
OPERATION AND MAINTENANCE AGREEMENT,
AND RIGHT OF ENTRY

This Covenant Running with the Land, Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry ("Agreement") is made and entered into this _____ day of _____, 20_____, by and between Civic Park Midhill, LLC and the County of Contra Costa, a political subdivision of the State of California.

DEFINITIONS

The following terms used in this Agreement have the meanings specified below:

County: The term **"County"** means the County of Contra Costa and its authorized officers, agents, and employees.

County Engineer: The term "**County Engineer**" means the Public Works Director for the County or his/her designee.

Lot: The term **"Lot"** and **"Lots"** means the individual lots or parcels shown on the Map.

Map: The term "**Map**" means the final map or parcel map of the Project filed in the Official Records of the Contra Costa County Recorder.

Maintain: The terms "**maintain,**" **"maintained,"** or **"maintenance"** mean taking all actions reasonably necessary to keep the Stormwater Facilities in first-class operation, condition, and repair, as described in the Stormwater Control Plan and the Operation and Maintenance Plan, which actions include but are not limited to annual inspection and reporting, painting, cleaning, refinishing, repairing, replacing, and reconstructing the Stormwater Facilities, the payment of any applicable County fees, and in the case of landscaping, plant replacement, mulch replacement, irrigating, trimming, mowing, and fertilizing the landscaping.

NPDES Permit: The term "**NPDES Permit**" means the National Pollutant Discharge Elimination System (NPDES) Permit No. CAS612008 issued to the County and other co-permittees by the San Francisco Regional Water Quality Control Board, as amended, and as may be superseded by subsequent NPDES permits that are issued from time to time.

Operation and Maintenance Plan: The term "**Operation and Maintenance Plan**" means the Stormwater Control Operation and Maintenance Plan for the Property prepared by Meridian Associate LLC, and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Operation and Maintenance Plan and any approved changes are on file at the County Public Works Department.

Ordinance: The term "**Ordinance**" means Division 1014 of Title 10 of the Contra Costa County Code (Stormwater Management and Discharge Control), as may be amended from time to time.

Project: The term **"Project"** means **SD21-9573**, which is being developed on the Property by the Property Owner.

Property: The term "**Property**" means that real property, including all Lots, shown on the Map and described in Exhibit A attached to this Agreement.

Property Owner: The terms "**Property Owner**" and "**Property Owners**" mean Civic Park Midhill, LLC, and all heirs, successors, executors, administrators, and assigns of any interest in the Property, it being the intent of the parties that the obligations under this Agreement, as provided in Civil Code Section 1468, run with the Lots shown on the Map.

Stormwater Control Plan: The term "**Stormwater Control Plan**" means the Stormwater Control Plan prepared by Meridian Associate LLC and deemed consistent with the Ordinance by the County, which may only be modified when, upon written application for such changes, the County Engineer, in his/her sole discretion, provides written consent to such changes. The Stormwater Control Plan and any approved changes are on file at the County Public Works Department.

Stormwater Facilities: The term "**Stormwater Facilities**" means the permanent stormwater management facilities and appurtenant design features located and constructed on the Property, as described in the Stormwater Control Plan and/or the Operation and Maintenance Plan.

RECITALS

This Agreement is made and entered into with reference to the following facts:

A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.

B. The County is the owner of Midhill Road and associated storm drains in the vicinity of the Property and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.

C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.

D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.

E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance, in perpetuity, of the Stormwater Facilities constructed on the Property.

F. The Operation and Maintenance Plan and/or the Stormwater Control Plan include an annual inspection and reporting requirement and a continuing maintenance requirement for the Stormwater Facilities constructed on the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the sufficiency of which is acknowledged, the mutual covenants contained in this Agreement, and the following terms and conditions, the County and the Property Owner agree as follows:

SECTION 1

Responsibility for Operation and Maintenance: The Property Owner represents and warrants that the Stormwater Facilities have been designed and installed in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance. No portion of the Stormwater Facilities may be altered in any manner that is inconsistent with the Stormwater Control Plan or the Operation and Maintenance Plan without the prior, written consent of the County Engineer. The Property Owner shall continuously maintain the Stormwater Facilities in first-class operating condition, in strict accordance with the Stormwater Control Plan, the Operation and Maintenance Plan, and the Ordinance, and in compliance with all applicable federal, state, and local laws and regulations, as they may be amended from time to time.

The Property Owner shall engage a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake the following maintenance activities on the Property, unless the Property Owner receives prior, written approval of an alternative method from the County Engineer:

1. Diagnosis and correction of the Stormwater Facilities malfunctions that cannot be corrected through routine maintenance,
2. Application of fertilizer and/or pest control products within, under, or above the Stormwater Facilities,
3. Repair of private drainage system (including rain gutters, downspouts, area drains, risers, inlets, outlets, overflows, clean-outs, connectors, earthen and concrete conveyance swales, check dam/retaining walls, and catch basins),
4. Maintenance of irrigation system that may affect stormwater reaching the Stormwater Facilities,
5. Modification of site topography through yard and driveway grading that may affect stormwater reaching the Stormwater Facilities,
6. Subdrain cleaning/replacement (including perforated drain pipe), and
7. Replacement of engineered soil and mulch.

The County Engineer may, at any time, revoke approval of an alternate method for the maintenance of the Stormwater Facilities and require the Property Owner to hire a licensed landscape contractor or other licensed professional acceptable to the County Engineer to undertake any of the activities mentioned in this section.

If a dispute should arise between the Property Owner and the County with respect to the necessity for maintenance, the standard of maintenance, the contractor(s) to be engaged to perform any repair or maintenance work, or any other matters pertaining to the operation or maintenance of the Stormwater Facilities, the dispute may be submitted to the County Engineer, in which case the decision of the County Engineer shall be final.

The County recognizes that the Operation and Maintenance Plan may provide for the allocation of Property Owner responsibilities for the maintenance of Stormwater Facilities located on various Lots. However, regardless of the allocation of maintenance responsibilities, the Property Owner of each Lot is responsible for compliance with all of the obligations contained in this Agreement, and all Property Owners will be jointly and severally liable for failure to comply with the terms and conditions set forth in this Agreement and in the Ordinance.

The County may require the Property Owner to amend the Stormwater Control Plan and/or the Operation and Maintenance Plan whenever the County deems amendments are necessary to maintain compliance with the NPDES Permit. In that case, the Property Owner shall have the amendments prepared by a licensed engineer and promptly submit the amendments to the County Engineer for review and approval. All amendments proposed by the Property Owner are subject to the prior, written approval of the County Engineer. Whenever the Property Owner requests amendments to the Stormwater Control Plan and/or the Operation and Maintenance Plan, the Property Owner shall pay the County in advance for all staff time spent reviewing and taking action with respect to such request, whether or not the County Engineer approves the proposed amendments. All approved amendments to the Stormwater Control Plan and the Operation and Maintenance Plan will be kept on file at the County Public Works Department. The Property Owner shall promptly comply with all requirements of the Stormwater Control Plan and the Operation and Maintenance Plan, including any approved amendments.

SECTION 2

Inspection by Property Owner: The Property Owner shall inspect, at least annually, the Stormwater Facilities in accordance with this Agreement, including the requirements of the Operation and Maintenance Plan, the Stormwater Control Plan, and the Ordinance. The annual inspection shall include completion of the reporting form(s) required by the County, which form(s) will be provided annually to the Property Owner by the County. The Property Owner or a licensed landscape contractor or other licensed professional acceptable to the County Engineer must submit the reporting form(s) to the County Engineer no later than the deadline indicated on the form(s). Upon review, the County may require additional information from either the Property Owner or an appropriately-licensed contractor.

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra Costa Mosquito and Vector Control District, and the Regional Water Quality Control Board, to enter upon the Property at any reasonable time to inspect, assess, or observe the Stormwater Facilities for the purpose of ensuring that the Stormwater Facilities are being properly maintained and are continuing to perform in an adequate manner to protect water quality and the public health and safety. This includes the right to enter

upon the Property whenever the County or other agency has a reasonable basis to believe that a violation of this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, the Ordinance, or the NPDES Permit has occurred or is threatening to occur. It also includes the right for the County and its contractors to enter upon the Property to perform any maintenance or other obligations required of the Property Owner under this Agreement or to abate any nuisance in connection with the Stormwater Facilities. The County and the other agencies shall endeavor to provide reasonable notice to the Property Owner before entering the Property.

SECTION 4

Failure to Perform Required Stormwater Facilities Repairs or Maintenance by the Property Owner: If the Property Owner fails to maintain the Stormwater Facilities in good working order and in accordance with the approved Operation and Maintenance Plan, the Stormwater Control Plan, and/or the Ordinance, the County, with prior notice, may enter the Property to return the Stormwater Facilities to good working order. The County is under no obligation to maintain or repair the Stormwater Facilities, and this Agreement may not be construed to impose any such obligation on the County. If the County, under this section, performs any work to return Stormwater Facilities to good working order, the Property Owner shall reimburse the County for all the costs incurred by the County, including administrative costs. The County will provide the Property Owner with an itemized invoice of the County's costs and the Property Owner will have 30 days to pay the invoice. If the Property Owner fails to pay the invoice within 30 days, the County may secure a lien against the Property in the amount of such costs. In addition, the County may make the cost of abatement of the nuisance caused by the failure to maintain the Stormwater Facilities a special assessment against the Property, which assessment may be collected on the tax roll in accordance with applicable law. This section does not prevent the County from pursuing other remedies against the Property or the Property Owner, including but not limited to those in the Ordinance and the nuisance abatement procedures in Division 14 of Title 1 (or successor provisions) of the Contra Costa County Ordinance Code.

If the Property Owner fails to maintain the Stormwater Facilities in accordance with this Agreement, the Operation and Maintenance Plan, the Stormwater Control Plan, and/or the Ordinance, the Property Owner shall be responsible for: (a) the costs of any code enforcement or nuisance abatement actions commenced by the County; and (b) the payment of, or reimbursement to the County for, any fines or penalties that may be levied against the County by the Regional Water Quality Control Board or any other regulatory agency, to the extent that the fines or penalties result from the Property Owner's failure to properly maintain the Stormwater Facilities. The County may recover such costs, fines, or penalties from the Property Owner in the same manner as provided in the preceding paragraph.

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials

on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of Midhill Road and associated storm drains in the vicinity of the Property. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road(s) and storm drains.

SECTION 7

Severability: Invalidation of any one of the provisions of this Agreement shall in no way affect any other provisions and all other provisions shall remain in full force and effect.

SECTION 8

No Dedication for Public Use: The provisions of this Agreement shall not be construed to constitute a dedication for public use, either express or implied, and any actions by the County to enforce this Agreement, including without limitation code enforcement or nuisance abatement actions, shall not be deemed to involve the exercise by the County of dominion or control over the Stormwater Facilities or the Property.

SECTION 9

Notices: All notices required by this Agreement or by law shall be in writing and shall be delivered in person or sent by certified mail, postage pre-paid.

Notices required to be given to the County shall be addressed as follows:

Contra Costa County Public Works Department
Attention: County Watershed Program
255 Glacier Drive
Martinez, CA 94553

Notices required to be given to the Property Owner, including any heirs, successors, or assigns, will be sent to the mailing address for the Property Owner that is on file with the Contra Costa County Assessor. The Property Owner may request in writing that notices be sent to an additional address.

Any party may change its address or contact person by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address and/or new contact person.

SECTION 10

Effective Date and Modification: This Agreement is effective upon the date stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the County and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 11

Representation and Warranty. Each person executing this Agreement on behalf of the Property Owner represents and warrants that he or she is authorized to execute and deliver this Agreement on behalf of the Property Owner and that this Agreement is binding on the Property Owner in accordance with its terms. Each legal entity identified below as a member, manager, partner or representative of another legal entity represents and warrants that, in its capacity as member, manager, partner or representative, the legal entity is authorized to act on behalf of, and by its actions legally bind, the other legal entity, with regard to this Agreement.

County of Contra Costa

By: _____
Warren Lai, Public Works Director

RECOMMENDED FOR APPROVAL:

Warren Lai, Public Works Director

By: _____
Deputy Public Works Director

APPROVED AS TO FORM:

Thomas L. Geiger
County Counsel

By: _____
Deputy County Counsel
Michael George

Property Owner (Civic Park Midhill, LLC)

By: Civic Park Properties, Inc.
Member, Civic Park Midhill, LLC

By: _____
Dana Tsubota
Vice President/Chief Legal Officer

[Note: All Property Owner signatures must be notarized. If Property Owner is a California limited liability company, Property Owner must sign in accordance with one of the following: (1) Two managers must sign, but if the articles of organization indicate that the company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); (2) subject to the articles of organization, two officers may sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer (Corp. Code, § 17704.07, subd. (w); or (3) subject to the articles of organization, if the company is not manager-managed, any member may sign. (Corp. Code, § 17703.01, subd. (a).]

Attachments: Exhibit A (Legal Description)
Exhibit B (Plat Map)
Acknowledgment

G:\engsvc\Land Dev\SD\SD 9573\O&M Agreement\OMAgreement Subdivision 9573.docx

EXHIBIT "A"

PROPERTY BOUNDARY

LEGAL DESCRIPTION

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF PARCEL B AND PARCEL C, AS SHOWN ON THE PARCEL MAP OF MINOR SUBDIVISION M.S. 16-65, FILED IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, ON JULY,3 1968 IN BOOK 4 OF PARCEL MAPS, AT PAGE 15 (4 PM 15), MORE PARTICULARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL C AS SHOWN ON SAID MAP (4 PM 15). SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF MIDHILL ROAD AND LYING 20.00 FEET WEST (PERPENDICULAR MEASUREMENT) OF THE MONUMENT LINE OF SAID ROAD; THENCE ALONG THE BOUNDARY OF SAID PARCEL C THE FOLLOWING FIVE COURSES:

1) SOUTH 00° 29' 52" WEST, 86.60 FEET;
2) NORTH 89° 46' 26" WEST, 540.84 FEET;
3) NORTH 06° 17' 04" EAST, 207.75 FEET;
4) SOUTH 89° 46' 26" EAST, 319.89 FEET;
5) SOUTH 00° 31' 34" WEST, 110.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL B (4 PM 15);

THENCE LEAVING THE BOUNDARY OF SAID PARCEL C, ALONG THE BOUNDARY OF SAID PARCEL B, SOUTH 89° 46' 26" EAST, 58.00 FEET; THENCE SOUTH 44° 46' 26" EAST, 14.14 FEET TO THE NORTH BOUNDARY OF SAID PARCEL C; THENCE LEAVING THE BOUNDARY OF SAID PARCEL B, ALONG THE BOUNDARY OF SAID PARCEL C, SOUTH 89° 46' 26" EAST, 132.00 FEET TO THE **POINT OF BEGINNING.**

THE AREA DESCRIBED CONTAINS 86,197 SQUARE FEET (1.98 +/-) OF LAND, MORE OR LESS.

TOGETHER WITH: THE 20 FOOT WIDE RIGHT OF WAY EASEMENTS APPURTENANT TO THE SOUTHWEST PORTION OF THE PROPERTY, AS SHOWN ON THE ACCOMPANYING PLAT MAP AND RECORDED IN THE OFFICIAL RECORDS OF CONTRA COSTA COUNTY AS DOCUMENTS 1338 OR 500, AND 2514 OR 183.

SEE EXHIBIT "B" A PLAT IS ATTACHED HERTO AND BY THIS REFRENCE MADE A PART HEREOF.

APN: 161-280-005 AND 161-280-034

END OF DESCRIPTION

MERIDIAN ASSOCIATES, INC.
SURYA KUMAR LS 9507

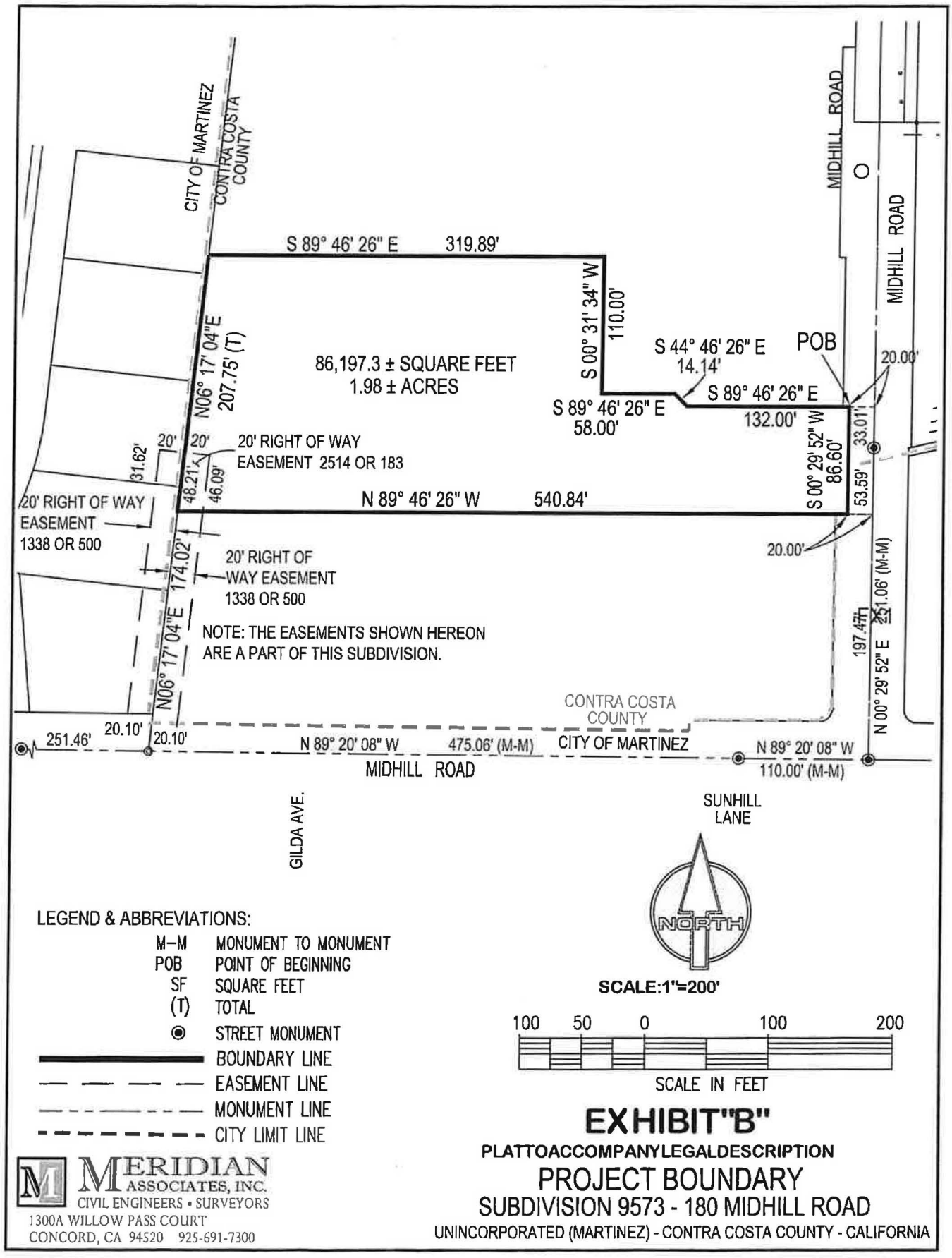


EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PROJECT BOUNDARY

SUBDIVISION 9573 - 180 MIDHILL ROAD

UNINCORPORATED (MARTINEZ) - CONTRA COSTA COUNTY - CALIFORNIA

MERIDIAN ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS
1300A WILLOW PASS COURT
CONCORD, CA 94520 925-691-7300

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 5/9/2024, before me, Jessica Moraes,

Notary Public, personally appeared Dana Tsubota

,

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

JESSICA MORAES
Notary Public - California
Contra Costa County
Commission # 2474430
My Comm. Expires Dec 26, 2027

(SEAL)

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-205 **Agenda Date:** 6/4/2024 **Agenda #:** C.82.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approving the Final Map and Subdivision Agreement for subdivision SD21-09573, Martinez area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving the Final Map and Subdivision Agreement for subdivision SD21-09573, for a project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (No fiscal impact)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Public Works Department has reviewed the conditions of approval for subdivision SD21-09573 and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:
The Final Map and the Subdivision Agreement will not be approved and recorded.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Anthony DiSilvestre - Engineering Services, Randy Sanders -Design/Construction, Kimberly Rodriguez- Design/Construction, Chris Lau-Maintenance, Renee Hutchins - Records, Karen Piona- Records, Chirs Halford-Mapping, Rachel Brown-Finance, Civic Park Midhill LLC, The Ohio Casualty Insurance Company, T-4/4/2025

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 Final Map and Subdivision Agreement for subdivision SD21-09573, for project being developed by Civic Park Midhill, LLC, as recommended by the Public Works Director, Martinez area. (District V)

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

I. Map
The Final Map of subdivision SD21-09573, property located in the Martinez area, Supervisorial District V, said map having been certified by the proper officials.

II. Subdivision Agreement
A Subdivision Agreement with Civic Park Midhill, LLC, principal, whereby said principal agrees to complete all improvements as required in said Subdivision Agreement within 2 years from the date of said agreement. Accompanying said Subdivision Agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond
Performance amount: $5,800.00
Auditor's Deposit Permit NO. DP888613 Date 3/28/2024
Submitted by: Civic Park Midhill, LLC

B. Surety Bond
Bond Company: The Ohio Casualty Insurance Company
Bond Number: 070221576 Date 3/21/2024
Performance Amount: $574,200.00
Labor & Materials Amount: $290,000.00
Principal: Civic Park Midhill, LLC

II. Tax Letter

- Tax Surety
Bond Company: The Ohio Casualty Insurance Company
Bond Number: 070223416 Date: 5/9/2024

Amount: $15,640.00
Principal: Civic Park Midhill, LLC

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Final Map is APPROVED and this Board does hereby accept subject to installation and acceptance of improvements on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also APPROVED.

SUBDIVISION 9573
180 MIDHILL ROAD

A PORTION OF THE RANCHO LAS JUNTAS IN THE UNINCORPORATED AREA OF MARTINEZ

CONTRA COSTA COUNTY – CALIFORNIA

MERIDIAN ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING

DECEMBER, 2023

OWNER'S STATEMENT:

THE UNDERSIGNED, BEING THE PARTY OR PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK BOUNDARY LINE UPON THIS MAP, HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME.

THE AREA DESIGNATED "OFFER OF DEDICATION", (BEING A 10' WIDENING OF MIDHILL ROAD), IS HEREBY OFFERED FOR DEDICATION IN FEE TO CONTRA COSTA COUNTY, OR ITS DESIGNEE, AND TO THE PUBLIC FOR PUBLIC ROADWAY PURPOSES.

THE AREAS MARKED "PARCEL A", "PARCEL B", ARE PRIVATE STORM DRAIN EASEMENTS ("PSDE") FOR STORM WATER TREATMENT FACILITIES. SAID PARCELS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA), OR ITS DESIGNEE. ANY UTILITIES, SUCH AS ELECTRIC LINES, WITHIN THESE PARCELS SERVED BY THE DEVELOPMENT ARE PRIVATE AND WILL BE MAINTAINED BY THE OWNERS OR HOA IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS) FOR THE DEVELOPMENT. PUBLIC UTILITIES WITHIN THESE PARCELS, IF ANY, WILL BE WITHIN A "PUE" AS DEFINED BELOW.

THE AREAS MARKED "DeNova Lane (PRIVATE STREET)" IS SPECIFICALLY EXCLUDED FROM PUBLIC DEDICATION. THE PRIVATE STREET WILL BE MAINTAINED BY THE HOA, OR ITS DESIGNEE. UTILITIES WITHIN THE PRIVATE STREET SHALL BE MAINTAINED BY THE APPROPRIATE AGENCY AS DESCRIBED HEREIN. PUBLIC UTILITIES WITHIN THESE PARCELS, IF ANY, WILL BE WITHIN A "PUE" AS DEFINED BELOW. THE PRIVATE STREET IS ALSO A PUE, PSDE, WLE, SSE AND PAE, AS DEFINED BELOW.

THE AREAS MARKED "PUBLIC UTILITY EASEMENT" OR "PUE" ARE DEDICATED TO CONTRA COSTA COUNTY, OR ITS DESIGNEE, AND TO THE PUBLIC UTILITY FOR UNDERGROUND GAS, TELEPHONE, WATER, ELECTRIC, CABLE T.V., STORM DRAINS, DRAINAGE DITCHES, AND OTHER FACILITIES INCLUDING CONSTRUCTION, ACCESS AND/OR MAINTENANCE OF IMPROVEMENTS AND STRUCTURES AND CLEARING OF OBSTRUCTIONS AND VEGETATION AND FOR INGRESS AND EGRESS OF VEHICLES AND EQUIPMENT. THESE EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES EXCEPT SERVICE STRUCTURES, IRRIGATION SYSTEMS AND APPURTENANCES, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

THE AREAS MARKED "WATER LINE EASEMENT" OR "WLE" ARE NON-EXCLUSIVE EASEMENTS DEDICATED TO THE CONTRA COSTA WATER DISTRICT, OR ITS DESIGNEE, FOR WATER LINE CONSTRUCTION, MAINTENANCE OF IMPROVEMENTS AND STRUCTURES, CLEARING OF OBSTRUCTIONS AND VEGETATION, AND FOR INGRESS AND EGRESS PURPOSES.

MT. VIEW SANITARY DISTRICT (MVSD):

THE AREAS MARKED "SANITARY SEWER EASEMENT" OR "SSE" ARE IRREVOCABLY OFFERED FOR DEDICATION TO THE MT. VIEW SANITARY DISTRICT (MVSD) OR ITS SUCCESSORS OR ASSIGNS IN GROSS, AN EXCLUSIVE SUBSURFACE EASEMENT FOR LONGITUDINAL ENCROACHMENTS, AND NON-EXCLUSIVE SURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, ALTER, OPERATE, MAINTAIN, REPLACE (WITH THE INITIAL OR OTHER SIZE) AND REPAIR SUCH SEWER LINE OR LINES AS MVSD SHALL FROM TIME TO TIME ELECT FOR CONVEYING SEWAGE OR RECYCLED WATER, AND ALL NECESSARY APPURTENANCES THERETO, OVER AND WITHIN SUCH EASEMENT AREA, TOGETHER WITH THE FREE RIGHT OF INGRESS, EGRESS AND EMERGENCY ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNER'S PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS AND EMERGNCY ACCESS SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, AVENUES OR OTHER ROUTES TO THE EXTENT POSSIBLE AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. SITE UTILITIES TRANSVERSE TO EXCLUSIVE SUBSURFACE EASEMENTS SHALL BE ALLOWED SUBJECT TO MVSD STANDARDS AND SPECIFICATIONS. THIS OFFER OF DEDICATION ALSO INCLUDES THE RIGHTS TO CLEAR OBSTRUCTIONS AND VEGETATION FROM THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE RIGHTS GRANTED HEREIN. THE OWNER RESERVES THE RIGHT TO LANDSCAPE OR MAKE SUCH OTHER USE OF THE LANDS INCLUDED WITHIN THE EASEMENT WHICH ARE CONSISTENT WITH MVSD'S USE. HOWEVER, SUCH USE BY THE OWNER SHALL NOT INCLUDE THE PLANTING OF TREES OR CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO, HOUSES, GARAGES, OUTBUILDINGS, SWIMMING POOLS, TENNIS COURTS, DECKS, PATIOS OR OTHER ACTIVITY WHICH MAY INTERFERE WITH MVSD'S ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN. WHEN SEWER REPAIRS REQUIRE EXCAVATIONS, MVSD WILL ONLY BE RESPONSIBLE FOR PAVING TRAFFIC AREA TRENCHES WITH ASPHALT CONCRETE OR PORTLAND CEMENT CONCRETE.

MVSD AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, AND SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERED EASEMENTS OR ANY IMPROVEMENTS THEREON OR THEREIN, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF MVSD, OR ITS SUCCESSORS OR ASSIGNS. FURTHER, THE OWNER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS MVSD FROM ANY LIABILITY WITH RESPECT TO THE EASEMENTS, PRIOR TO THE FORMAL ACCEPTANCE OF SAID EASEMENTS BY APPROPRIATE ACTION BY MVSD.

THE AREAS MARKED "PRIVATE SANITARY SEWER EASEMENT" OR "PSSE" ARE NON-EXCLUSIVE PRIVATE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PRIVATE SANITARY SEWER IMPROVEMENTS TO BE MAINTAINED BY THE OWNERS, OR THE HOA, IN ACCORDANCE WITH THE CC&RS.

THE AREAS MARKED "PRIVATE STORM DRAINAGE EASEMENT" OR "PSDE" ARE NON-EXCLUSIVE PRIVATE EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN IMPROVEMENTS TO BE MAINTAINED BY THE OWNERS, OR THE HOA, IN ACCORDANCE WITH THE CC&RS.

THE AREAS MARKED "PRIVATE ACCESS EASEMENT" OR "PAE" ARE RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS IN ACCORDANCE WITH THE CC&Rs; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

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

CIVIC PARK MIDHILL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: CIVIC PARK PROPERTIES, INC., A CALIFORNIA CORPORATION, ITS SOLE MEMBER

_____
BY:

TITLE:

OWNER'S ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ON _____ BEFORE ME,_____ A NOTARY PUBLIC, PERSONALLY APPEARED

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY:_____ MY COMMISSION NUMBER: _____

PRINT NAME OF NOTARY:_____ MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED ON

OCTOBER 12, 2023 IN OFFICIAL RECORDS UNDER RECORDER'S SERIAL NUMBER 2023-0100534 DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON

_____, 202__, BY ITS DULY AUTHORIZED OFFICERS AS TRUSTEE:

FIRST AMERICAN TITLE COMPANY BY: _____ TITLE: _____

NAME: _____ DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

ON _____ BEFORE ME,_____ A NOTARY PUBLIC, PERSONALLY APPEARED

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

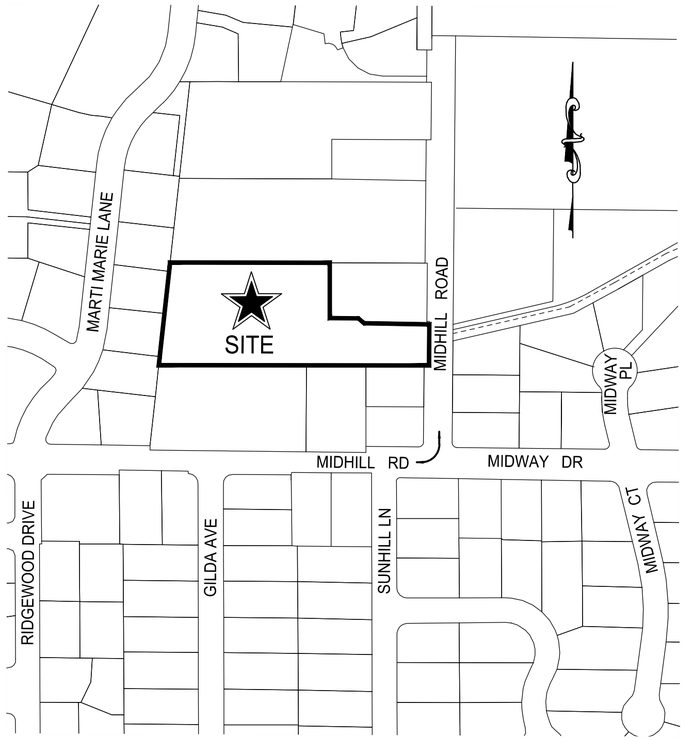
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY:_____ MY COMMISSION NUMBER: _____

PRINT NAME OF NOTARY:_____ MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____



VICINITY MAP

SCALE: 1" = 200'

APN: 161-280-005 & 161-280-034

SUBDIVISION 9573
180 MIDHILL ROAD

A PORTION OF THE RANCHO LAS JUNTAS IN THE UNINCORPORATED AREA OF MARTINEZ

CONTRA COSTA COUNTY – CALIFORNIA

MERIDIAN ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING

DECEMBER, 2023

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DENOVA HOMES ON MARCH 28, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

ALL BEARINGS OF THIS MAP ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE III (CCS83)

DATED: _____

_____
SURYA KUMAR, L.S. 9507

LICENSED LAND SURVEYOR
SURYA KUMAR
LS 9507
STATE OF CALIFORNIA

GEOLOGIC REPORT NOTE:

THE FOLLOWING GEOLOGIC INVESTIGATION HAS BEEN PREPARED FOR THIS SUBDIVISION AND IS KEPT ON FILE FOR PUBLIC INSPECTION IN THE CONTRA COSTA COUNTY PLANNING DEPARTMENT, MARTINEZ, CALIFORNIA:

GEOTECHNICAL INVESTIGATION REPORT PREPARED BY STEVENS, FERRONE & BAILEY;
– PROJECT NO.: 155–99, DATED OCTOBER 9, 2020.
– "CORROSIVITY ANALYSIS", BY CERCO ANALYTICAL DATED OCTOBER 14, 2020

BUILDING INSPECTION STATEMENT:

A GEOTECHNICAL INVESTIGATION REPORT PREPARED BY STEVENS, FERRONE AND BAILEY, DATED OCTOBER 9, 2020 HAS BEEN RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION DIVISION, CONTRA COSTA COUNTY.

JASON CRAPO
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: _____ DATE: _____

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS DRAWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH; AND I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____ BY: _____
DANA M. TREZISE
INTERIM COUNTY SURVEYOR
LS 7438

ZONING ADMINISTRATOR'S STATEMENT:

I HEREBY STATE THAT THE ZONING ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

RUBEN HERNANDEZ
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

BY: _____ DATE: _____

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I, MONICA NINO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 9573 – 180 MIDHILL ROAD" WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, _____. AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS, ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES, OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

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

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, _____.

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

BY: _____
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 202__, AT _____M. IN BOOK _____ OF MAPS, AT PAGE _____,

(SERIES NO. _____) AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

KRISTIN B. CONNELLY
COUNTY RECORDER IN AND FOR THE
COUNTY OF CONTRA COSTA, STATE OF CALIFORNA

BY: _____
DEPUTY COUNTY RECORDER

APN: 161-280-005 & 161-280-034

LEGEND

- FOUND STREET MONUMENT STAMPED AS NOTED, OR UNREADABLE (UR)
- SET STD STREET MONUMENT STAMPED LS 9507
- FOUND IRON PIPE, AS NOTED
- PIPE SEARCHED FOR, NOT FOUND (SFNF)
- SET 5/8" REBAR & CAP, LS 9507
- 5/8" REPAR (PLS 7271) PER 245 CR 39
- BOUNDARY LINE
- LOT LINE (LL)
- PRIVATE STREET
- MONUMENT LINE
- EASEMENT LINE (ESMT)
- DEDICATION LINE SHOWN DASHED ON THIS SHEET
- CITY LIMIT LINE

ABBREVIATIONS

(T)	TOTAL
SF	SQUARE FEET
(R)	RADIAL
R	RADIUS
D	DELTA
L	ARC LENGTH
M–M	MONUMENT TO MONUMENT
PAE	PRIVATE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
UR	UNREADABLE
WLE	WATER LINE EASEMENT

BASIS OF BEARINGS

THE CENTERLINE OF MIDHILL ROAD, "NORTH 00° 29' 52" EAST" BETWEEN MONUMENTS AS SHOWN ON THE FINAL MAP OF "SUBDIVISION 6959 – MIDHILL RIDGE" FILED MARCH 29, 1989 IN BOOK 332 OF MAPS AT PAGE 4 (332 M 4) WAS TAKEN AS THE BASIS OF BEARINGS.

MAP REFERENCES

1. 332 M 4 FILED MARCH 29, 1989 FINAL MAP OF SUBDIVISION 6959 – MIDHILL RIDGE
2. 251 M 23 FILED MAY 8, 1981 FINAL MAP OF SUBDIVISION 4788 – RANCHO LAS JUNTAS ESTATES
3. 211 M 1 FILED MAY 24, 1978 FINAL MAP OF SUBDIVISION 5055 – SUNHILL MANOR UNIT NO. 3
4. 4 PM 15 FILED JULY 3, 1968 PARCEL MAP M.S. 16–65
5. 29 PM 45 FILED SEPTEMBER 4, 1973 PARCEL MAP M.S. 278–72
6. 33 LSM 2 FILED FEBRUARY 24, 1965 RECORD OF SURVEY FOR IRWIN H. BROOKS
7. 245 CR 39 DATED JULY 27, 2023 CORNER RECORD DOCUMENT NO. 11643 (REBARS SHOWN ✹ ARE PER 245 CR 39, NOT SURVEYED)

SUBDIVISION 9573

180 MIDHILL ROAD

A PORTION OF THE RANCHO LAS JUNTAS IN THE UNINCORPORATED AREA OF MARTINEZ

CONTRA COSTA COUNTY – CALIFORNIA

MERIDIAN ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING

DECEMBER, 2023 SCALE: 1" = 40'

CITY OF MARTINEZ
CONTRA COSTA COUNTY

YEAGER 2011-050401 (17 PM 48) 47 PM 28

N 89° 46' 26" W 319.89' — 4 SFNF

N 00° 31' 34" E 110.00'

PCL "A" 4 PM 15

N 89° 20' 08" W 20.00'

N 44° 46' 26" W 14.14' (14.11' 4)

N 89° 46' 26" W 58.00'

4 SFNF

N 89° 46' 26" W 132.00' (T)

10' WIDE OFFER OF DEDICATION (SEE SHEET 4)

5' POLE LINE EASEMENT 488 OR 408

PIPE LINE EASEMENT 241 OR 343 (WIDTH NOT DISCLOSED)

2" PIPE PER 4 NO TAG

1 STAMP UR

N 00° 29' 52" E 53.59'

41.60' (4)

86.60' (T) 33.01'

EXISTING BOUNDARY
86,197 SQUARE FEET
1.98 ACRES

SEE SHEETS 4 AND 5 FOR LOTS AND EASEMENTS

SUBDIVISION 4788 251 M 43

11 12 4 5 6 7 8 9

MARTI MARIE COURT

MARTI MARIE LANE

N06° 17' 04"E 207.75' (T)

20' RIGHT OF WAY EASEMENT 2514 OR 183

31.62' 2 48.21' 46.09'

20' RIGHT OF WAY EASEMENT 1338 OR 500

20.11' 7 94.33' N 89° 46' 26" W 540.84' (545.51' 6 4)

(N 88° 43' 30" W) 298.47' 6
298.36' MEASURED

1-1/2" PIPE PER 6 LS 2469

242.48' MEASURED
247.04' 6

1" PIPE PER 5 SFNF

1-1/2" PIPE PER 5 6 NO TAG

N 89° 20' 08" W 20.00'

59.82' 7

20' RIGHT OF WAY EASEMENT 1338 OR 500

NIERHAKE 2009-113050

PCL "A" 33 LSM 2

PERA 2012-161381

PCL "A" 38 LSM 17

PCL 'A' 29 PM 45

PCL "B" 29 PM 45

MIDHILL ROAD

197.45'

N 00° 29' 52" E 251.06' (M-M) 1
BASIS OF BEARINGS

(173.82' 6 & 7) (173.82' (M-M)) 174.05' 194.15' 48.83' 7

10' STORM DRAIN EASEMENT PER 2

1-1/2" PIPE PER 2 6 SFNF

N06° 17' 04"E 60.93' 7

4.96' 7

30.15' 20.10'

CONTRA COSTA COUNTY
CITY OF MARTINEZ

60.06' 2 STAMPED RCE 7546

30' 35'

311.52' 2 251.46' N 89° 19' 18" W 2

25'

20'

475.06' 2 N 89° 19' 18" W 2

30' 25'

MIDHILL ROAD

2 STAMP UR

N 89° 20' 08" W 105.33' (M-M)

1 3 STAMPED RCE 5948

RIDGEWOOD DR. GILDA AVE. SUNHILL LN. MIDWAY DR.

40 20 0 40 80 120
SCALE IN FEET

EXISTING BOUNDARY AND EASEMENTS

SCALE: 1" = 40'

APN: 161-280-005 & 161-280-034

SUBDIVISION 9573
180 MIDHILL ROAD

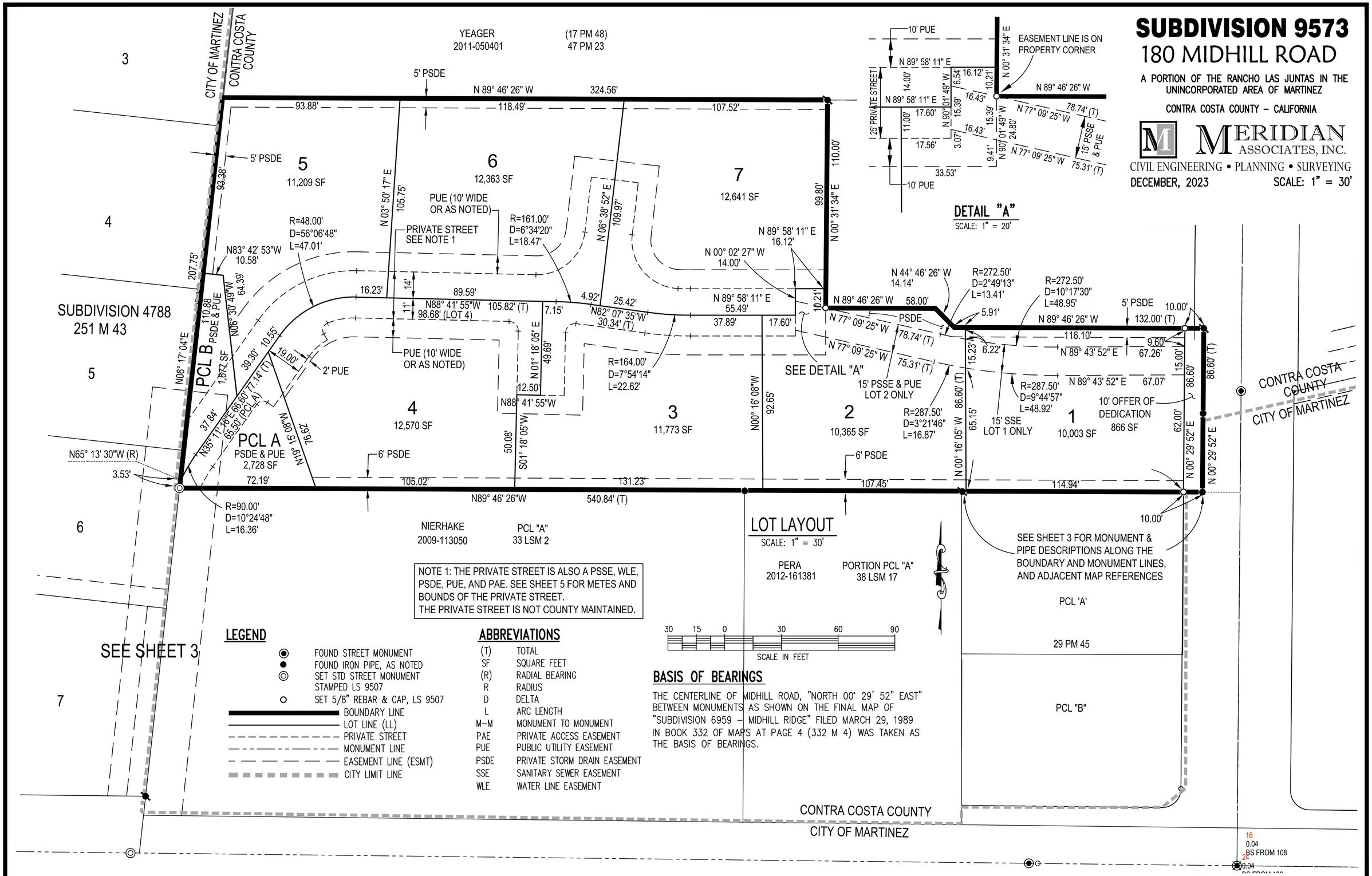
A PORTION OF THE RANCHO LAS JUNTAS IN THE UNINCORPORATED AREA OF MARTINEZ

CONTRA COSTA COUNTY – CALIFORNIA

MERIDIAN ASSOCIATES, INC.

CIVIL ENGINEERING • PLANNING • SURVEYING

DECEMBER, 2023 SCALE: 1" = 30'



DETAIL "A"
SCALE: 1" = 20'

LOT LAYOUT
SCALE: 1" = 30'

NOTE 1: THE PRIVATE STREET IS ALSO A PSSE, WLE, PSDE, PUE, AND PAE. SEE SHEET 5 FOR METES AND BOUNDS OF THE PRIVATE STREET.
THE PRIVATE STREET IS NOT COUNTY MAINTAINED.

SEE SHEET 3 FOR MONUMENT & PIPE DESCRIPTIONS ALONG THE BOUNDARY AND MONUMENT LINES, AND ADJACENT MAP REFERENCES

PCL 'A'

29 PM 45

PCL "B"

LEGEND

- FOUND STREET MONUMENT
- FOUND IRON PIPE, AS NOTED
- SET STD STREET MONUMENT STAMPED LS 9507
- SET 5/8" REBAR & CAP, LS 9507
- BOUNDARY LINE
- LOT LINE (LL)
- PRIVATE STREET
- MONUMENT LINE
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ABBREVIATIONS

(T)	TOTAL
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PAE	PRIVATE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
WLE	WATER LINE EASEMENT

30 15 0 30 60 90
SCALE IN FEET

BASIS OF BEARINGS

THE CENTERLINE OF MIDHILL ROAD, "NORTH 00° 29' 52" EAST" BETWEEN MONUMENTS AS SHOWN ON THE FINAL MAP OF "SUBDIVISION 6959 – MIDHILL RIDGE" FILED MARCH 29, 1989 IN BOOK 332 OF MAPS AT PAGE 4 (332 M 4) WAS TAKEN AS THE BASIS OF BEARINGS.

APN: 161-280-005 & 161-280-034

SHEET 4 OF 5

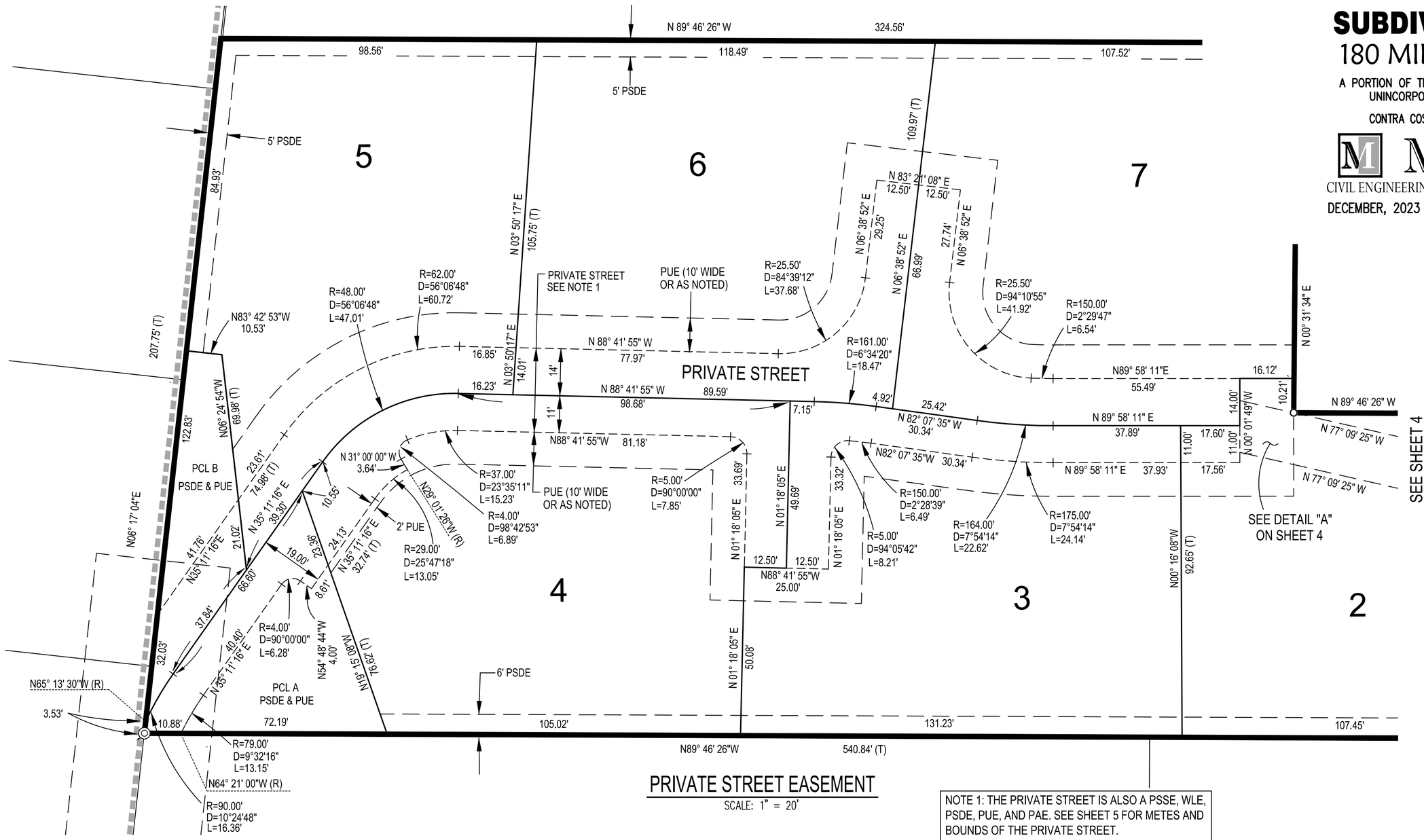
SUBDIVISION 9573
180 MIDHILL ROAD

A PORTION OF THE RANCHO LAS JUNTAS IN THE UNINCORPORATED AREA OF MARTINEZ

CONTRA COSTA COUNTY – CALIFORNIA

MERIDIAN ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING • SURVEYING

DECEMBER, 2023 SCALE: 1" = 20'



PRIVATE STREET EASEMENT

SCALE: 1" = 20'

NOTE 1: THE PRIVATE STREET IS ALSO A PSSE, WLE, PSDE, PUE, AND PAE. SEE SHEET 5 FOR METES AND BOUNDS OF THE PRIVATE STREET.
THE PRIVATE STREET IS NOT COUNTY MAINTAINED.

LEGEND

- FOUND STREET MONUMENT
- FOUND IRON PIPE, AS NOTED
- SET STD STREET MONUMENT STAMPED LS 9507
- SET 5/8" REBAR & CAP, LS 9507
- BOUNDARY LINE
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SEE SHEET 3 FOR MONUMENT & PIPE DESCRIPTIONS ALONG THE BOUNDARY AND MONUMENT LINES, AND ADJACENT MAP REFERENCES

20 10 0 20 40 60
SCALE IN FEET

APN: 161-280-005 & 161-280-034

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: SD21-9573 **Effective Date:** _____

Subdivider: Civic Park Midhill, LLC. **Completion Period:** 2 years

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: Silvano B. Marchesi, County Counsel

SUBDIVIDER

Civic Park Midhill, LLC.

_____

Print Name RYAN PARLETT

Print Title AUTHORIZED SIGNATORY

_____

Print Name: _____

Print Title: _____

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

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1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 6640 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: $ 5,800 cash, plus additional security, in the amount of $ 574,200, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

_____ Cash, certified check or cashier's check.
__X__ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: $ 290,000, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

_____ Cash, certified check, or cashier's check
__X__ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

Form Approved by County Counsel
[Rev. 8/08]

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one-year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third-party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. RIGHT OF ENTRY. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

Subdivision: SD21-9573

Bond No.: 070221576

Premium: $3,445.00

Any claim under this Bond should be sent to the following address:

Liberty Mutual - Surety
175 Berkeley Street
Boston, MA 02116

Duplicate Original

IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision SD21-9573 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Civic Park Midhill, LLC, as Principal, and The Ohio Casualty Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) Five hundred seventy four thousand two hundred and 00/100 Dollars ($ 574,200) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Two hundred ninety thousand and 00/100 Dollars ($ 290,000) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on March 21, 2024.

Principal: Civic Park Midhill, LLC.
Address: 1500 Willow Pass Court
Concord, CA Zip: 94520

By: Joel Crawford
Print Name: Joel Crawford
Title: CFO

Surety: The Ohio Casualty Insurance Company
Address: 1340 Treat Blvd., Ste 400
Walnut Creek, CA Zip: 94597

By: John J Daley
Print Name: John J Daley
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code , § 1190 and Corps. Code , § 313.)]

Fonn Approved by County Counsel
[Rev. 1/06]

H:\Final\PW\ImpSecBond 1 06.wpd

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California }

County of Contra Costa

On March 21, 2024 (Date) before me, Kenneth J. Goodwin, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

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

WITNESS ~~my~~ hand and official seal.

Signature _____ (signature of Notary Public)

KENNETH J. GOODWIN
Notary Public - California
Contra Costa County
Commission # 2432651
My Comm. Expires Dec 27, 2026

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Bond No. 070221576

Document Date: March 21, 2024 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
__Individual
__Corporate Officer --Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____
The Ohio Casualty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
__Individual
__Corporate Officer —Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 be Soto Ave., P.0.20x 2402 'Chatsworth, CA. 81313-2402 • www,NatlonalNotary,org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205138-984475**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of March, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 22, 2024 before me, Laurel Nunez, Notary Public,
(Here insert name and title of the officer)

personally appeared Joel Crawford,

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.

Laurel Nunez
Signature of Notary Public

LAUREL NUNEZ
Notary Public - California
Contra Costa County
Commission # 2425856
My Comm. Expires Nov 8, 2026

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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VOID AFTER 6/27/24

Old Republic $ 47.00

Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 608-9500
(925) 608-9598 (FAX)

Contra Costa County

Dan M. Mierzwa
County Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector

Danielle Goodbar
Tax Operations Supervisor

Date: 5/13/2024

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.
9573	Martinez	76051

Parcel #: **161-280-005-0** **161-280-034-0**

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 2023-2024 tax lien has been paid in full. Our estimate of the 2024-2025 tax lien, which became a Lien on the **1st day of January, 2024** is :

$15,640.00

This tract is not subject to a 1915 Act Bond.

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

DAN M. MIERZWA
Treasurer-Tax Collector

By: _____

Bond Number: 070223416
Premium: $100.00

PRINCIPAL	TITLE COMPANY	SURETY
Civic Park Midhill, LLC	Old Republic Title Company	The Ohio Casualty Insurance Company
1500 Willow Pass Court Street Address	1000 Burnett Ave., #400 Street Address	1340 Treat Blvd., Ste 400 Street Address
Concord, CA 94520 City, State, Zip	Concord, CA 94520 City, State, Zip	Walnut Creek, CA 94597 City, State, Zip
Alex Tappin Contact Person	Dawn Cabral Contact Person	Daniel Livesey Contact Person
(925) 685-0110 Phone Number	(925) 687-7880 Phone Number	(925) 433-4493 Phone Number

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT Civic Park Midhill, LLC, as Principal and The Ohio Casualty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New Hampshire and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **FIFTEEN THOUSAND SIX HUNDRED FORTY DOLLARS ($15,640.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 9th day of May, 2024.

The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **SUBDIVISION 9573** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2024-2025 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW THEREFORE, if said Principal shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map, then this obligation shall be void and of no effect. Otherwise it shall remain in full force and effect.

PRINCIPAL: Civic Park Midhill, LLC

By: _____

By: _____

SURETY: The Ohio Casualty Insurance Company

By: _____
John J. Daley, Attorney-in-Fact

_____

(ALL SIGNATURES MUST BE NOTARIZED)

DATE: 05/13/2024

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 California }

County of Contra Costa

On May 9, 2024 (Date) before me, Kenneth J. Goodwin, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (signature of Notary Public)

KENNETH J. GOODWIN
Notary Public - California
Contra Costa County
Commission # 2432651
My Comm. Expires Dec 27, 2026

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Bond Number: 070223416

Document Date: May 9, 2024 Number of Pages: One(01)

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: The Ohio Casualty Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
__Individual
__Corporate Officer —Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205138-984475**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of May, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 May 10, 2024 before me, Laurel Nunez, Notary Public,
(Here insert name and title of the officer)

personally appeared Joel Crawford,

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.

Laurel Nunez
Signature of Notary Public

LAUREL NUNEZ
Notary Public - California
Contra Costa County
Commission # 2425856
My Comm. Expires Nov 8, 2026

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-206 **Agenda Date:** 6/4/2024 **Agenda #:** C.83.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approving & Authorizing to fully close a portion of Hawthorne Drive, on June 28, 2024, from 8:00 a.m. through 4:00 p.m., and June 30, 2024, 8:00 a.m. through 3:00 p.m., Rodeo 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 Hawthorne Drive, between Laurel Court and Vaqueros Avenue, on June 28, 2024, from 8:00 a.m. through 4:00 p.m., and June 30, 2024, from 8:00 a.m. through 3:00 p.m., for the purpose of replacing two utility poles using a crane and adding support anchors for the new utility poles, Rodeo area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Pacific Gas and Electric Company shall follow guidelines set forth by the Public Works Department. Pacific Gas and Electric Company is requesting a road closure to replace two utility poles. The construction team indicated that a road closure is necessary for the requested work to be done safely with the required large crane. Pacific Gas and Electric Company is requesting the additional closure on June 30, 2024, to accommodate Caltrans' schedule.

CONSEQUENCE OF NEGATIVE ACTION:
Pacific Gas and Electric Company will be unable to close the road for planned activities.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Bob Hendry- Engineering Services, Marke Smith - Engineering Services, Devon Patel-Engineering Services, Chris Lau- Maintenance, CHP, Sheriff- Patrol Division 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 Hawthorne Drive, between Laurel Court and Vaqueros Avenue, on June 28, 2024, from 8:00 a.m. through 4:00 p.m., and June 30, 2024, from 8:00 a.m. through 3:00 p.m., for the purpose of replacing two utility poles using a crane and adding support anchors for the new utility poles, Rodeo area. (District V)

RC24-28

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas and Electric Company to fully close Hawthorne Drive, except for emergency traffic, local residents, US Postal Service and garbage trucks, on June 28, 2024, from 8:00 a.m. through 4:00 p.m., and June 30, 2024, from 4:00 a.m. through 3:00 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 and 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 for Comprehensive General Public Liability, which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-207 **Agenda Date:** 6/4/2024 **Agenda #:** C.84.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approving and Authorizing to fully close all of Bermar Avenue, on June 8, 2024, from 11:00 a.m. through 3:00 p.m., El Sobrante 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 all of Bermar Avenue, on June 8, 2024, from 11:00 a.m. through 3:00 p.m., for the purpose of hosting a community event about wildfire danger mitigation in the neighborhood, El Sobrante area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Clark Road Firewise Neighborhood Group shall follow guidelines set forth by the Public Works Department. This road closure will allow for activities to promote wildfire prevention, preparedness, and safety measures.

CONSEQUENCE OF NEGATIVE ACTION:
Clark Road Firewise Neighborhood Group will be unable to close the road for planned activities.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Bob Hendry- Engineering Services, Marke Smith -Engineering Services, Devon Patel-Engineering Services, Chris Lau - Maintenance, CHP, Sheriff- Patrol Division 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 all of Bermar Avenue, on June 8, 2024, from 11:00 a.m. through 3:00 p.m., for the purpose of hosting a community event about wildfire danger mitigation in the neighborhood, El Sobrante area. (District I)

RC24-25

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Clark Road Firewise Neighborhood Group to fully close Bermar Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on June 8, 2024, for the period of 11:00 a.m. through 3:00 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 event area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Clark Road Firewise Neighborhood Group shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-208 **Agenda Date:** 6/4/2024 **Agenda #:** C.85.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve Fiscal Year 2024/2025 Road Maintenance and Rehabilitation Account Project List for Unincorporated Contra Costa County, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving a list of projects for Fiscal Year 2024/2025 funded by the Road Repair and Accountability Act of 2017, Road Maintenance and Rehabilitation Account funds, as recommended by the Transportation, Water and Infrastructure Committee and DIRECT staff to submit the list of projects to the California Transportation Commission. (All Districts)

FISCAL IMPACT:
100% allocation to Local Road Funds from the Road Maintenance and Rehabilitation Account (RMRA) program in the approximate amount of $21.1 million.

BACKGROUND:
A landmark transportation funding package titled the Road Repair and Accountability Act of 2017 (Senate Bill 1), was signed into law by Governor Brown on April 28, 2017, to generate new revenue to fund California's significant funding shortfall to maintain the state's multimodal transportation network.

Senate Bill 1 (SB1) increased several taxes and fees to raise over $5.4 billion annually in new transportation revenues. SB1 prioritizes funding towards maintenance, rehabilitation and safety improvements on state highways, local roads and bridges and to improve the state's trade corridors, transit and active transportation facilities.

SB1 funds were made available to cities and counties starting in FY 2017/2018 and comprises two components- an increase in the original gas tax revenue (Highway Users Tax Account, or HUTA) that local agencies have been receiving prior to 2017 and RMRA program funds.

SB1 includes performance and reporting requirements of local public agencies to be eligible to receive their apportionment of RMRA funds. The information and recommendations in this report, once approved by the Board of Supervisors, will fulfill these requirements.

The California State Association of Counties (CSAC) annually provides an estimate of the total gas tax revenues the County can expect to see from the transportation bill, broken down by HUTA and RMRA funding. CSAC estimates the County will receive about $46.5 million in total transportation funding for FY 2024/2025,

with about $21.1 million of that amount from the RMRA program.

SB1 legislation emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Prior to receiving its apportionment of RMRA funds from the State Controller, the County must submit to the California Transportation Commission (CTC) a list of projects (including maintenance activities) proposed to be funded with RMRA funds. All projects proposed to receive RMRA funding must be reviewed and approved by the County Board of Supervisors at a regular public meeting.

The list of projects must include a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list does not limit the flexibility of an eligible city or county to fund other projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in Streets and Highways Code Section 2030. Example projects and uses for RMRA funding include, but are not limited to the following:

- Road maintenance and rehabilitation
- Safety projects
- Railroad grade separations
- Complete streets components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic control devices

Streets and Highways Code Paragraph 2030(b)(2) states that funds made available by the program may also be used to satisfy a match requirement to obtain state or federal funds for types of projects as stated above.

The County currently expends the majority of gas tax funds towards public roadway maintenance and rehabilitation of the 657-mile roadway network in unincorporated Contra Costa County. These funds are also used as the local funding match to leverage funds from state and federal grant programs for capital projects that ensure safe and convenient public travel in a variety of modes (i.e. driving, walking and bicycling).

In FY 2024/2025, all RMRA funds are programmed for countywide road maintenance and rehabilitation activities. The surface treatment projects funded by RMRA funding in FY 2024/2025 will be within the communities of Bay Point, Blackhawk, Contra Costa Centre, Crockett, El Sobrante, Lafayette and Pacheco and along Kirker Pass Road. These communities were selected in alignment with the Public Works Department's pavement management goal, which is to schedule areas for paving with a focus on entire communities to minimize future construction impacts and transportation costs by the contractor. This methodology increases the efficiency and cost effectiveness of the surface treatment program. Future surface treatments will be in other geographic areas throughout the County.

Further information regarding all projects funded in the Road Program by all funding sources can be found in the County's latest Capital Road Improvement and Preservation Program report found here: <https://www.contracosta.ca.gov/383/Capital-Road-Improvement-Preservation-Pr>.

CONSEQUENCE OF NEGATIVE ACTION:
If a project list is not approved by the Board of Supervisors and submitted to the CTC by the July 1, 2024, deadline, the County will not be eligible to receive its apportionment of RMRA funds and the project listed in

the Resolution will not be constructed.

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 ADOPTING a list of projects for Fiscal Year 2024/2025 funded by Senate Bill 1 (SB1): The Road Repair and Accountability Act of 2017.

WHEREAS SB1, the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County will receive an estimated $21.1 million in RMRA funding in Fiscal Year 2024/2025 from SB1; and

WHEREAS, this is the eighth fiscal year in which the County is receiving SB1 funding and will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the County has undergone a public process to ensure public input into our community's transportation priorities/project list; and

WHEREAS, the County used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the County maintain and rehabilitate its roadways at a significantly higher level, add active transportation infrastructure throughout the County this fiscal year and hundreds of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the County's streets roads are in a good condition and this revenue will help the us increase the overall quality of our road system and over the next decade will bring our roads into an excellent condition; and

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2024/2025 Road Maintenance and Rehabilitation Account revenues:

PROPOSED PROJECTS (Total RMRA = $21,135,384)

Proposed Project No. 1: Road Drainage Maintenance (RMRA = $2,150,000) (Countywide)

Descriptions:

- Ditch Cleaning (6U2303) – This routine item includes utilizing County staff to perform drainage ditch cleaning to remove debris and vegetation, which may obstruct the passage of stormwater and cause local flooding. (RMRA = $550,000)

- Flush Culvert (6U2306) – This routine item includes utilizing County staff to perform work associated with the cleaning of culverts by flushing with water and removing debris to ensure proper drainage and reduce flooding. (RMRA = $500,000)

- Clean Catch Basins (6U2308) – This routine item includes utilizing County staff to perform cleaning of sediment and preventing obstructions of catch basins (drainage inlets) and related pipe systems. (RMRA = $800,000)

- Inspect Catch Basins (6U2316) – This routine item includes utilizing County staff to perform inspections of catch basins and associated systems. This includes a visual inspection of the drainage inlet and any clean water inserts. Follow-up video inspections may be required for deeper inlets and/or suspected structural issues concerning the inlets. (RMRA = $300,000)

RMRA Priority:

- Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – FY 2024/2025

Estimated Useful Life:

- 15–40 years (ditch/dirt roadway to concrete V-ditch)
- 40 years (concrete structures)

Proposed Project No. 2: Traffic Safety Devices Maintenance (RMRA = $2,120,000) (Countywide)

Description:

- Replace Pavement Markers (6U2405) – This routine item includes utilizing County staff to replace pavement markers on the roadway as needed. (RMRA = $70,000)

- Repair and Replace Guardrails (6U2502) – This routine item includes utilizing County staff to install new guardrails and repairing existing guardrails. (RMRA = $150,000)

- Traffic Signing (6U2504) – This routine item includes utilizing County staff to repair, replace, and install roadway signage. (RMRA = $400,000)

- Traffic Striping (6U2505) – This routine item includes utilizing County staff to install traffic striping, routine repainting of traffic striping, and replacement of pavement striping along County roadways to enhance public safety. (RMRA = $350,000)

- Paint Pavement Markings (6U2506) – This routine item includes utilizing County staff to install pavement marking paintings, routine repainting, and replacing existing pavement markings along County roadways. (RMRA = $200,000)

- Inspect and Maintain Guardrails (6U2527) – This routine item includes utilizing County staff to inspect and maintain County-maintained guardrails, which includes inspection of condition, tightening of nuts and bolts, and other adjustments to ensure that the guardrails perform as designed. (RMRA = $100,000)

- Thermoplastic Pavement Markings (6U2537) – This routine item includes utilizing County staff to install new striping and maintain and replace existing thermoplastic pavement markings. (RMRA = $100,000)

- Signals and Flashers (6U2802) – This routine item includes utilizing County staff to repair, install, and replace County-maintained signals and flashers. (RMRA = $750,000)

RMRA Priority:

- Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – FY 2024/2025

Estimated Useful Life:

- 10 years (roadway signage)
- 5–7 years (roadway striping – thermoplastic)

Proposed Project No. 3: Structure Maintenance (RMRA = $1,400,000) (Countywide)

Description:

- Bridge Repair (6U2507) – This routine item includes utilizing County staff to maintain and repair existing bridges to restore rails and surfaces. (RMRA = $250,000)

- Repair and Replace Curbs and Sidewalks (6U2511) – This routine item includes utilizing County staff to repair and replace cracked, broken, or displaced sidewalk sections. (RMRA = $150,000)

- Repair and Replace Culverts (6U2512) – This routine item includes utilizing County staff to repair and replace culvert and drainage facilities that are collapsed, rusted out, nonstandard, or damaged. Work includes inspecting the complete drainage system. (RMRA = $700,000)

- Repair Minor Landslides (6U2546) – This routine item includes utilizing County staff to regrade and rebuild existing retaining walls near County roadways after minor landslides to enhance public safety. (RMRA = $300,000)

RMRA Priority:

- Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – FY 2024/2025

Estimated Useful Life:

- 10–15 years (bridge repairs)
- 40 years (concrete curbs and sidewalks)
- 50+ years (culverts)
- 10–20 years (landslide repairs)

Proposed Project No. 4: Pavement Repairs and Preparation (RMRA = $1,300,000) (Countywide)

Description:

- Pothole Patching (6U2101) – This routine maintenance item includes utilizing County staff to perform spot pavement repairs of potholes along County roadways to eliminate surface hazards. (RMRA = $450,000)

- Pavement Fabric Patching (6U2102) – This routine maintenance item includes utilizing County staff to perform pavement fabric patching along County roadways to correct minor pavement defects and prevent further cracking. An area of existing damaged asphalt will be removed and excavated to allow a fabric patch to be placed. The roadway base will be compacted and leveled to support the new fabric layer and asphalt layer. (RMRA = $200,000)

- Pavement Failure Repair - Backhoe (6U2103) – This routing maintenance item includes utilizing County staff to remove and restore badly cracked or broken pavement, shoulder, or base material. (RMRA = $650,000)

RMRA Priority:

- Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – FY 2024/2025

Estimated Useful Life:

- 7 years (pavement repairs)

Proposed Project No. 5: Countywide Surface Treatments (RMRA = $14,165,384) (Countywide)

Description:

- 2023 Countywide Surface Treatment (6U2112) – This multi-year project will apply an asphalt rubber cape seal, slurry seal, or microsurface to 109 lane miles of roadways in the Bay Point, Pacheco, and Contra Costa Centre areas as well as a section of Kirker Pass Road. Work will also include surface preparation and pavement of striping and markings. (RMRA = $6,323,712)

- 2023 Countywide Pavement Digouts (6U2025) – The work done in FY 2023/2024 consisted of pavement digouts and base failure repairs in the unincorporated Bay Point, Lafayette, Pacheco, Contra Costa Centre areas, and Kirker Pass Road. Work in the Bay Point Area (Site 1) included mill and overlay with placement of thermoplastic striping and markings on North Broadway. Work in the Pacheco Area (Site 2) included mill and

overlay with placement of thermoplastic striping and markings on Concord Ave. Work in the Lafayette Area (Site 5) included mill and overlay of three cul-de-sacs; Jennifer Highlands Ct., Dana Highlands Ct., and Julie Highlands Ct. Work in all areas also included placement of temporary paint striping, pavement failure repair, and traffic signal loop installation. Funds are needed in FY 2024/2025 to conduct the warranty walkthroughs of the project. (RMRA = $15,000)

- 2024 Single Chip Seal (6U2117) – This project will utilize County staff to apply a single chip seal as a pavement preservation project to various roads in the Crockett and El Sobrante areas. Work will also include surface preparation and pavement striping and markings. (RMRA = $200,000)

- 2024 Double Chip Seal (6U2118) – This project will utilize County staff to apply a double chip seal as a pavement preservation project to various roads in the Blackhawk, Crockett, and Tassajara areas. Work will also include surface preparation and pavement striping and markings. (RMRA = $2,800,000)

- 2024 Countywide Surface Treatment – This project will apply an asphalt rubber cape seal, slurry seal, or microsurface to various roads in the Blackhawk, Crockett, East Richmond Heights, El Sobrante, Kensington, and Rodeo areas. The work will also include preparation and pavement of striping and markings. (RMRA = $4,826,672)

RMRA Priority:
- Road Maintenance and Rehabilitation

Location:
- Countywide (Bay Point, Blackhawk, Contra Costa Centre, Crockett, El Sobrante, Lafayette and Pacheco communities and along Kirker Pass Road)

Proposed Schedule for Completion:
- Anticipated construction year – FY 2023/2024 and 2024/2025

Estimated Useful Life:
- 7 years (pavement surface treatment)

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

Contact:

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

By: , Deputy

Cc:

Warren Lai, Public Works Director
Steve Kowalewski, Chief Deputy Public Works Director
Jerry Fahy, Transportation Engineering

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-209 **Agenda Date:** 6/4/2024 **Agenda #:** C.86.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Allocation of Transportation Development Act, Article 3 Funds for Fiscal Year 2024/2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution approving the submission of a claim to the Metropolitan Transportation Commission (MTC) to seek Fiscal Year 2024/2025 Transportation Development Act (TDA) funding in the amount of $1,100,000 for bicycle and pedestrian projects sponsored by the County and the Cities of Antioch, Brentwood, Clayton, Concord, Danville, Hercules, Lafayette, Martinez, Moraga, and Orinda; and DIRECT the Public Works Director, or designee, to forward the claim to the MTC for final approval and final allocation of funding, effective July 1, 2024, Countywide.

FISCAL IMPACT:

100% Transportation Development Act, Article 3 Funds.

BACKGROUND:

Article 3 of the TDA, Public Utilities Code (PUC) Section 99200 et seq., authorizes submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists. The MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108 which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds. Each claimant whose project or projects have been prioritized for inclusion in the Fiscal Year 2024/2025, TDA Article 3 Countywide coordinated claim is required to submit a resolution from its governing body to MTC requesting an allocation of TDA Article 3 funds.

On March 6, 2024, two members of the City-County Engineering Advisory Committee (CCEAC), and two members of the Countywide Bicycle Advisory Committee (CBAC) performed a Zoom review of the project applications. At that time, the allocation from the MTC was estimated at $1,100,000. The funding recommendations for those projects were approved by the CCEAC at their April 18, 2024, meeting, and subsequently approved by the Contra Costa Mayor's Conference at their May 2, 2024, meeting.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the recommendation and forward the list will eliminate a potential funding source.

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 recommendation of the Public Works Director, or designee, for allocating the Transportation Development Act (TDA), Article 3 funds for bicycle and pedestrian projects for Fiscal Year 2024/2025 and directing the Public Works Director, or designee, to forward the list to the Metropolitan Transportation Commission (MTC) for final approval and allocation of funding effective July 1, 2024, Countywide.

WHEREAS, Article 3 of the TDA, Public Utilities Codes (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and,

WHEREAS, the MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds; and,

WHEREAS, MTC Resolution No. 4108 requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents; and,

WHEREAS, the Contra Costa County Board of Supervisors has undertaken a process in compliance with MTC Resolution No. 4108 for consideration of project proposals submitted by eligible claimants of TDA Article 3 funds in Contra Costa County, and a prioritized list of projects, included as Attachment A of this Resolution, was developed as a result of this process; and,

WHEREAS, each claimant in Contra Costa County whose project or projects have been prioritized for inclusion in the Fiscal Year 2024/2025 TDA Article 3 countywide coordinated claim has forwarded to the Contra Costa County Board of Supervisors a certified copy of its governing body resolution for submittal to MTC requesting an allocation of TDA Article 3 funds;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors approves the prioritized list of projects included as Attachment A to this resolution; and furthermore, be it RESOLVED that the Contra Costa County Board of Supervisors approves the submittal to MTC, of the Contra Costa County Fiscal Year 2024/2025 TDA Article 3 countywide, coordinated claim, composed of the following required documents: (A) transmittal letter; (B) a certified copy of this resolution, including Attachment A; (C) one copy of the governing body resolution and required attachments, for each claimant whose project or projects are the subject of the coordinated claim; and (D) a description of the process for public and staff review of all proposed projects submitted by eligible claimants for prioritization and inclusion in the countywide, coordinated claim.

ATTACHMENT A

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2024/2025 TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in CONTRA COSTA COUNTY.

	Description of Project	TDA Article 3 Amount	Total Project Cost
1	Village Rd/Cowell Rd Crossing Improvement	$90,000	$370,000
2	Pacheco/Arreba Pedestrian Improvements	$100,000	$140,000
3	Glorietta Boulevard Pathway - Phase 2	$90,000	$330,000
4	Safe Routes to School Program Improvements	$50,000	$130,000
5	Bicycle and Pedestrian Safety Education	$50,000	$50,000
6	Rectangular Rapid Flashing Beacon Crossing Improvements	$75,000	$129,356
7	Mt. Diablo Boulevard Crossing Enhancement at Hampton Road	$50,000	$440,000
8	Corliss Drive Safe Routes to School	$110,000	$1,465,110
9	Brentwood Bicycle and Pedestrian Improvements	$100,000	$205,000
10	Sycamore Ave. Bicycle and Pedestrian East-West Connector Project	$135,000	$1,598,000
11	Miranda Avenue Safe Routes to School	$75,000	$888,000
12	Timber Point Crosswalk Improvements	$50,000	$324,000
13	Olinda Road Crosswalk Improvement	$75,000	$385,000
14	Mitchell Canyon Road Pedestrian Path Improvement	$50,000	$210,000
	TOTALS	$1,100,000	$6,664,466

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-210 **Agenda Date:** 6/4/2024 **Agenda #:** C.87.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Granting of a Pipeline Franchise to Shore Terminals LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution granting a ten-year pipeline franchise renewal to Shore Terminals LLC pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305 for pipelines located in the unincorporated area of the County near Richmond, Crockett, and Concord as recommended by the Public Works Director.

FISCAL IMPACT:
The pipeline franchise will generate approximately $2,700 per year commencing with calendar year 2024. The annual franchise payment will be calculated at the rate of $1.77 per cubic foot of pipeline within the County right-of-way. The number of cubic feet of pipeline subject to the franchise fee rate will be calculated by taking the area of the inside diameter of the pipeline plus 1" and multiplying it by the length of the pipeline within the County right-of-way. The annual franchise fee rate of $1.77 per cubic foot is increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-Hayward Area (1982-84 = 100), with December 2012 (239.53) as the base CPI month.

BACKGROUND:
On August 13, 2013, this Board adopted Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way) and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

On July 29, 2014, this Board approved Resolution No. 2014/253 granting a pipeline franchise to Shore Terminals LLC pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

Shore Terminals LLC has filed a written application with the County, dated January 17, 2024, wherein it has requested the granting of a pipeline franchise ten-year renewal pursuant to the terms and conditions of County Ordinance No. 2013-19. Shore Terminals LLC provided the deposit to cover all administrative costs associated with the granting of this pipeline franchise renewal, as required by Ordinance No. 2013-19 and Resolution No. 2013/305.

Approval of Resolution No. 24- will grant a pipeline franchise renewal to Shore Terminals, LLC for the following pipelines for a term of ten years:

1. Selby Crockett Richmond Pipeline - 12 inch diameter, 470 feet gasoline, diesel fuel and jet fuel pipeline.
2. Selby Crockett Concord Pipeline - 8 inch diameter, 470 feet gasoline, diesel fuel and jet fuel pipeline.
3. Selby P1 Pipeline - 12 inch diameter, 80 feet gasoline, diesel fuel and ethanol pipeline.
4. Selby P2 Pipeline - 12 inch diameter, 80 feet gasoline, diesel fuel and ethanol pipeline.
5. Selby P4 Pipeline - 12 inch diameter, 80 feet jet fuel pipeline.
6. Selby P5 Pipeline - 12 inch diameter, 80 feet jet fuel pipeline.
7. Selby P7 Pipeline - 6 inch diameter, 80 feet ethanol pipeline.
8. Selby Vapor Pipeline - 12 inch diameter, 80 feet vapor pipeline.

All eight pipelines were included in the approval of Resolution No. 2014/253. Shore Terminals LLC determined that there have been no changes to the pipelines.

CONSEQUENCE OF NEGATIVE ACTION:
Shore Terminals LLC will not obtain the required authorization to continue to operate and maintain their pipelines within the County right-of-way under the Pipeline Franchise Ordinance. The Pipeline Franchise Ordinance includes provisions to protect the County from risks associated with pipelines.

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 of the Board of Supervisors of the County of Contra Costa authorizing the granting of a ten year pipeline franchise renewal to Shore Terminals LLC. The Board of Supervisors of the County of Contra Costa finds and declares:

WHEREAS, on August 13, 2013, this Board adopted Ordinance No. 2013-19 (establishing regulations for granting pipeline franchises in County rights-of-way), which became effective September 12, 2013; and Resolution No. 2013/305 (establishing pipeline franchise fee amounts).

WHREAS, on July 29, 2014, this Board approved Resolution No. 2014/253 granting a pipeline franchise to Shore Terminals LLC pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

WHEREAS, Shore Terminals LLC has filed a written application with the County, wherein it has requested the granting of a ten year pipeline franchise renewal pursuant to the terms and conditions of County Ordinance No. 2013-19 and County Resolution No. 2013/305.

WHEREAS, Shore Terminals LLC has identified the following eight pipelines, which it owns and will be covered under the proposed pipeline franchise renewal as:

1. Selby Crockett Richmond Pipeline - 12 inch diameter, 470 feet gasoline, diesel fuel and jet fuel pipeline.
2. Selby Crockett Concord Pipeline - 8 inch diameter, 470 feet gasoline, diesel fuel and jet fuel pipeline.
3. Selby P1 Pipeline - 12 inch diameter, 80 feet gasoline, diesel fuel and ethanol pipeline.
4. Selby P2 Pipeline - 12 inch diameter, 80 feet gasoline, diesel fuel and ethanol pipeline.
5. Selby P4 Pipeline - 12 inch diameter, 80 feet jet fuel pipeline.
6. Selby P5 Pipeline - 12 inch diameter, 80 feet jet fuel pipeline.
7. Selby P7 Pipeline - 6 inch diameter, 80 feet ethanol pipeline.
8. Selby Vapor Pipeline - 12 inch diameter, 80 feet vapor pipeline.

WHEREAS, the County has reviewed the application as well as relevant documents, staff reports, and recommendation and it is the intent of the Board to grant a pipeline franchise to Shore Terminals, LLC pursuant to Ordinance 2013-19 and Resolution 2013/305.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Supervisors of Contra Costa County finds and declares that the foregoing recitals are true and correct.

2. Pursuant to Ordinance No. 2013-19, a franchise renewal to operate pipelines on certain County rights of way as described below is hereby granted to Shore Terminals LLC, for a term of ten years.
    a. A 12-inch diameter gasoline, diesel fuel, and jet fuel pipeline bisecting the County from East to West and crossing various County rights of way for a lineal distance of approximately 470 feet (Selby Crockett Richmond Pipeline).
    b. An 8-inch diameter gasoline, diesel fuel, and jet fuel pipeline bisecting the County from East to West and crossing various County rights of way for a lineal distance of approximately 470 feet (Selby Crockett Concord Pipeline).
    c. A 12-inch diameter gasoline, diesel fuel, and ethanol pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby P1 Pipeline).
    d. A 12-inch diameter gasoline, diesel fuel and ethanol pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby P2 Pipeline).
    e. A 12 inch diameter, jet fuel pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby P4 Pipeline).
    f. A 12-inch diameter, jet fuel pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby P5 Pipeline).
    g. A 6-inch diameter, ethanol pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby P7 Pipeline).
    h. A 12-inch diameter, vapor pipeline bisecting the County from South to North and crossing various County rights of way for a lineal distance of approximately 80 feet (Selby Vapor Pipeline).

3. The general location of the pipelines is depicted on the maps attached hereto as Exhibit 1.

4. The annual franchise payment to be paid pursuant to County Resolution 2013/305 shall be calculated at the rate of $1.77 per cubic foot of pipeline within the County right-of-way. The number of cubic feet of

pipeline subject to the franchise fee rate will be calculated by taking the area of the inside diameter of the pipeline plus 1" and multiplying it by the length of the pipeline within the County right-of-way. The annual franchise fee rate of $1.77 per cubic foot is increased annually by the change in the Consumer Price Index, all Urban Consumers for the San Francisco-Oakland-Hayward Area (1982-84 = 100), with December 2012 (239.53) as the base CPI month.

5. The Director of Public Works, or his designee, is authorized to administer the pipeline franchise granted pursuant to this resolution.

6. The Resolution shall take effect upon the following:

Within 30 days of the date of this Resolution, Shore Terminals LLC must file with the Public Works Department the following: (1) a written acceptance of the terms and conditions of the franchise granted pursuant to this Resolution, Ordinance No. 2013-19, and Resolution No. 2013/305; (2) a performance bond in the form approved by the Board; and, (3) insurance coverage as required by Ordinance 2013-19.

Exhibit 1

Selby P4 Pipeline
Selby 12" Vapor Pipeline
Selby P2 Pipeline
Selby P1 Pipeline
Selby P5 Pipeline
Selby 6" P7 Ethanol Pipeline
Selby Crockett Richmond Pipeline
Selby Crockett Concord Pipeline
INSET

Legend
- Selby Crockett Concord Pipeline
- Selby Crockett Richmond Pipeline
- Selby P1 Pipeline
- Selby P2 Pipeline
- Selby P4 Pipeline
- Selby P5 Pipeline
- Selby P7 Pipeline
- Selby Vapor Pipeline

0 250 500 1,000 Feet

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2024-211 **Agenda Date:** 6/4/2024 **Agenda #:** C.88.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approving & Authorizing to fully close a portion of Bayview Avenue, on June 14, 2024, from 7:30 a.m. through 5:30 p.m., San Pablo 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 Bayview Avenue, between Rose Arbor Avenue and Bonita Road, on June 14, 2024, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, San Pablo area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Pacific Gas and Electric Company shall follow guidelines set forth by the Public Works Department. Pacific Gas and Electric Company is requesting a road closure to replace a leaning utility pole. The construction team indicated that a road closure is necessary for the requested work to be done safely due to the narrow road.

CONSEQUENCE OF NEGATIVE ACTION:
Pacific Gas and Electric Company will be unable to close the road for planned activities.

c: Larry Gossett-Engineering Services, Kellen O'Connor-Engineering Services, Bob Hendry-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Chris Lau-Maintenance, CHP, Sheriff- Patrol Division 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 Bayview Avenue, between Rose Arbor Avenue and Bonita Road, on June 14, 2024, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, San Pablo area. (District I)

RC24-29

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas and Electric Company to fully close Bayview Avenue, between Rose Arbor Avenue and Bonita Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on June 14, 2024, for the period of 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas and 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 for Comprehensive General Public Liability, which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1652 **Agenda Date:** 6/4/2024 **Agenda #:** C.89.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent to execute a blanket purchase order with George Reed, Inc., for aggregate and rock products.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with George Reed, Inc., in an amount not to exceed $3,000,000, for aggregate and rock products for the road Surface Treatment Program, for the period of June 4, 2024, through June 3, 2027, Countywide.

FISCAL IMPACT:
100% Local Road Funds.

BACKGROUND:
The placement of a chip seal to resurface County roads is a long-established preventative maintenance practice. A chip seal surface treatment increases the asphalt pavement life by an additional seven to ten years and extends the time before another surface treatment is needed. This blanket purchase order is needed to supply the County with aggregate and rock products for the road Surface Treatment Program.

On January 25, 2024, the County issued Invitation to Bid (IFB) No. 2401-738 for aggregate and rock products. George Reed, Inc. was selected to provide the commodity; the blanket purchase order will have a three-year term, with the option of two one-year extensions.

CONSEQUENCE OF NEGATIVE ACTION:
If a blanket purchase order is not executed, aggregate and rock products will not be procured through George Reed, Inc., and the County may be unable to perform routine road surface treatment work.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1653 **Agenda Date:** 6/4/2024 **Agenda #:** C.90.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent to execute a Participating Addendum with Inside Source, 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, a Participating Addendum with Inside Source, Inc., in an amount not to exceed $3,000,000, for the distribution of various furniture, design and installation services for use by all County Departments during the period of June 4, 2024 through October 23, 2025, under the terms of a Master Contract awarded by the CA Department of General Services (CalProcure), and distributed through Sam Clar Office Furniture, Inc.

FISCAL IMPACT:
Product and service costs paid by County Departments (100% User Departments)

BACKGROUND:
Contra Costa Purchasing Services is requesting approval of a Participating Addendum for various furniture purchases, design and installation services through the furniture dealer Sam Clar Office Furniture, Inc. Orders will be unique to each County Department. Products are guaranteed through a master contract awarded by CA Department of General Services Cooperative Program. Approval of the addendum between Contra Costa County and Inside Source, Inc., allows the County to obtain guaranteed pricing available through the CA Department of General Services (CalProcure) contract. The purchase will support all County Departments with systems furniture, freestanding furniture, seating/chairs, soft seating, filing systems, storage and equipment, modular walls and related products and services, and offer discounts on orders exceeding $100,000. This will allow the County the option to choose furniture from more than one source, promote competition among the providers and ultimately be designed to offer County Departments a variety of product choices and providers.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of an alternate furniture source, the County would have limited options, no competition among the providers, and ultimately pay more by not taking advantage of cooperative purchasing discounts.

PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)

Participating Entity:
CONTRA COSTA COUNTY

Contractor: The Inside Source, Inc.

This Agreement is made and entered into as of June 4, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and The Inside Source, Inc., a California corporation ("Contractor"), whose principal place of business is 985 Industrial Road, Unit 101 San Carlos CA 94070. The County and the Contractor are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, the Contractor sells modular system office furniture under a statewide contract awarded by the State of California, Department of General Services, identified as Contract No. 1-22-71-52 ("Master Contract"). For purposes of this Agreement, the term Master Contract means the Master Contract and all attachments, exhibits, appendices, and supplements to the Master Contract. Under the terms of the Master Contract, local public agencies may participate in the contract and under the same terms that apply to the state.

Whereas, the County has determined that entering into a Participating Addendum under the Master Contract provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified for clarity and to reflect requirements that apply to the County.

Now therefore, the County and the Contractor agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on October 23, 2025. This Agreement be extended by up to three additional years, one year at a time, provided that the Master Contract is extended by the same amount of time. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, Contractor shall continue to satisfy its obligations under this Agreement until this Agreement expires or is terminated.

2. Payment Limit. The County's total payments to the Contractor under this Agreement shall not exceed $3,000,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.

3. Changes to Master Contract. For the purposes of this Agreement, the Master Contract is incorporated in and made a part of this Agreement as though fully set forth herein, except for those terms of the Master Contract that are modified by this Agreement, as set forth below. The Contractor shall perform under this Agreement under the same terms that apply to the Contractor under the Master Contract, except as modified below.

    a. Parties. Each reference in the Master Contract to "State" is deemed to mean the "County." The County also is an "ordering agency" under the Master Contract.

b. Inapplicable Provisions. The following provisions in the Master Contract User Instructions are deleted and of no force or effect under this Agreement because they are inapplicable to the County:

Section 3.A. (DGS Administrative Fee, State Departments)
Section 5 (Exempt Purchases)
Section 14.A. (Purchase Execution, State Departments)
Section 35.B. (CAL-Card Use)
Section 35.C. (State Financial Marketplace)
Section 35.D. (Payee Data Record)
Section 36 (CAL-Card Invoicing)

c. Purchases. Section 14.B. (Purchase Execution, Local Government Agencies) of the Master Contract User Instructions is modified by adding the following:

"The County will issue one or more purchase orders for purchases under this Agreement. Each purchase order will incorporate the terms of this Agreement by reference to this Agreement. To the extent that there is any conflict between the terms of this Agreement and a term in a County purchase order or Contractor invoice, the terms of this Agreement shall prevail and govern."

d. Schedule. For the purposes of this Agreement, the third paragraph in Section 21.B. (Delivery Schedules, Schedule) of the Master Contract User Instructions is deleted and replaced with the following:

"The Contractor shall arrange delivery times and locations with the ordering County department, and the agreed upon delivery time shall be printed on the Order Confirmation. Unless otherwise directed by the ordering County department, the Contractor shall ensure that all deliveries are made during regular County business hours, 8 a.m. to 5 p.m., Monday through Friday, excluding County holidays. If the ordering County department requests a delivery on a weekday before 6 a.m. or after 6 p.m., or on a weekend, the Contractor will be paid after hours rates for the installation of delivered goods, which rates are set forth on the MSFAFT table of Attachment A, Cost Worksheet, attached to the Master Contract."

e. Contract Administration. Section 30 (Contract Administration) of the Master Contract User Instructions is deleted and replaced with the following:

"The administration of this Agreement will be the responsibility of the persons listed in Section 9 (Notices) of this Agreement. Individual ordering departments may specify a separate contact for orders made under this Agreement. If a

separate contact is not specified, all communications related to an order shall be made to the County's contact listed in Section 9 (Notices)."

f. Payment. Section 35.A. (Payment, Terms) of the Master Contract User Instructions is deleted in its entirety and replaced with the following:

"The County will pay the Contractor within 45 days following the County's acceptance of an invoice documenting all charges for goods, materials, delivery, and installation, or the time specified on the County purchase order or Contractor's invoice, whichever is longer. Provided, however, that the County reserves the right to withhold payment, in whole or in part, (i) if the invoice or billing, in whole or in part, is in dispute, or (ii) if the County determines the Contractor has not performed in accordance with this Agreement, or (iii) if the County determines the invoice or billing, in whole or in part, is in error."

g. Public Records. New Section 46 (Public Records) is added to the Master Contract User Instructions, to read:

"46. Public Records. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to the California Public Records Act (Cal. Gov. Code, § 6250, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). This Contract, and all materials produced for or provided to the County under this Contract, will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or under any other local, state, or federal law or regulation."

4. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and which has jurisdiction over the parties and the subject matter of the litigation.

5. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and Contractor.

6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

7. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or the Contractor may terminate this Agreement at any time upon sixty (60) days written notice to the other party.

8. Performance. The Contractor affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. The Contractor shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of this Agreement. To make purchases under this Agreement, the County will issue one or more purchase orders that incorporate this Agreement by reference. Where a purchase order incorporates this Agreement by reference, the terms of this Agreement shall apply to and govern that purchase order. If the County issues any purchase orders to acquire goods or services under this Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in this Agreement, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

9. Notices. Notices to the parties shall be provided to:

Contractor

The Inside Source Inc.
985 Industrial Rd. Unit 101
San Carlos, CA 94070
Telephone: 510-385-1641
Contact: John Schwartz, Chief Operating Officer
Email: jschwartz@insidesource.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 957-2495
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

PARTICIPATING ADDENDUM
FOR
MODULAR SYSTEMS FURNITURE
(State Contract No. 1-22-71-52)

IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **The Inside Source, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn	Name: John Schwartz
Title: Procurement Services Manager	Title: Chief Operating Officer

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachment:
Master Contract User Instructions

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT

USER INSTRUCTIONS

MANDATORY

Supplement 5

ISSUE AND EFFECTIVE DATE:	***1/9/2024***
CONTRACT NUMBER:	1-22-71-52
DESCRIPTION:	Modular Systems Furniture (MSF)
CONTRACTOR:	***The Inside Source, Inc.***
CONTRACT TERM:	10/24/2022 through 10/23/2025
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (279) 946-8312 Rudolph.Jimenez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 11/19/2021) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: ***The Inside Source, Inc.*** ***985 Industrial Rd, Suite 101*** ***San Carlos CA 94070***	**Fax/Email:** Fax: N/A Order Email: ***soc-orders@insidesource.com***	**Contact Information:** ***The Inside Source, Inc.*** John Schwartz Phone: (510) 385-1641 Email: ***jschwartz@insideource.com***

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
5	***Subject contract for MSF is hereby modified to reflect the following changes:*** ➢ ***Contractor has completed merger and is now The Inside Source, Inc. with contact information changes, the following articles have been updated:*** ○ ***Cover Page*** ○ ***Article 1, Scope*** ○ ***Article 10, Customer Service*** ○ ***Article 16, Ordering Procedure*** ○ ***Article 30, Contract Administration*** ○ ***Article 37, California Sellers Permit*** ➢ ***Payee Data Record Updated to reflect change.****	***1/9/2024***
4	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Attachment C – State of CA Price List 2022 has been removed and replaced with a hyperlink within Section 11, Catalog/Contract Contents ➢ Contract list items have been added. ➢ Contract list items have been increased.	10/26/2023
3	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Contractor merged and is now The Inside Source Inc, dba Sam Clar Office Furniture. ➢ Payee Data Record Updated to reflect change.	4/27/2023
2	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Article 1, Scope, has been updated to add Ancillary Furniture Design Groups ➢ Article 7, Contract Rates: ○ Ancillary Furniture Design Group product discounts have been added to the contract. ➢ Article 8, Additional Requirements section has been added to include mandatory terms.	2/14/2023

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

Supplement Number	Description/Articles	Supplement Date
	➢ Article 11, Catalog, Ancillary Furniture Design Groups Product Discounts have been added to the contract. ➢ Article 15, Minimum Order, a one dollar ($1) minimum purchase is required for Ancillary Furniture Design Groups. ➢ Article 28, Installation, has been updated to include Ancillary Furniture Design Groups. ➢ Article 38, Warranty, Non-Obsolescence language has been added to the User Instructions. ➢ Article 45, Attachments, Attachment has been added to the contract.	
1	Subject contract for MSF is hereby modified to reflect the following changes: ➢ Cover Page ➢ Article 29, Contract Administration has been updated to reflect the new Contract Administrator contact information	11/9/2022
N/A	Original Contract Posted	10/24/2022

All other terms and conditions remain the same.

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Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

1. SCOPE

The State's contract with ***The Inside Source, Inc.*** (Contractor) provides Terrace and Ancillary Furniture Design Groups (AFDG) at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-71-52. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of MSF and AFDG to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments after the ordering State department checks with Surplus Property and after a waiver is issued by Prison Industry Authority (PIA).
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable. The installation of Modular Systems Furniture is considered Public Works. Prevailing wages will be paid to all installers by the Contractor. It is the responsibility of the ordering department to keep track of all hourly charges. It is not necessary for the ordering department to file a PWC 100 form with the Department of Industrial Relations.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU)

and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (https://www.dgs.ca.gov/OFS/Price-Book) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

5. EXEMPT PURCHASES

To purchase MSF outside of the mandatory contract, the State department must file for a waiver with the DGS-PD CA. Waiver request shall include waiver approval from PIA.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT RATES

Item Description:	Rates:
MSF Parts Uninstalled	Discount 85% Off of List Pricing
MSF Parts Installed	Discount 81% Off of List Pricing
MSF Parts Installed After Hours	Discount 80% % Off of List Pricing
Hourly Rate for Field Verification Rework Of Plot Drawings and Design Work Requirements.	Hourly Rates $65.00 Ordering Agency must keep track of Hours
Percentage of Project Cost for Quick Ship Surcharge (Emergency/Expedited Orders)	2% of Project Cost
Storage/Warehousing Rates - (This includes all assessorial charges)	.22 Cents for every 100 lbs. Approval with Weight Certification
Hourly Rate for Travel Time - Field Verification	Hourly Rates $65.00 Ordering Agency must keep track of Hours

Ancillary Furniture Design Groups		
Segment ID	Products	Discount Off of List Price
A1	Vertical Files, Stride Storage, Involve Storage, Radii Metal Storage, Mural, Further	63.50%
A2	Trooper and Nimble Seating	64.10%
A3	Relate Seating	53.20%
A4	Acuity, Seek, Inspire, Mimeo, Lyric, Pli, O6, Quip, Svelte and Evo Seating	53.30%
A5	Structure and Aware Tables	68.60%

A6	Approach, Stride Painted Wood & Laminate, Casegoods Veneer, Veneer Worksurfaces, New Product Offering	57.80%
A7	Involve, Linger, Reflect, Rise, Clubhouse, CoHo, Parallel, Park, Peak, Recharge, Clarity, Picnic, Summit, Take-5, Sketch, Belong, Harvest, Transfer, Vicinity Seating, Jetty:mod, Townhall, Retreat, Two Thirds, Vicinity Lounge	47.50%
A8	Accessories	51.00%
A9	Beyond	50.00%
A10	Aspect	53.80%
A11	All Gunlocke Brand Product	48.40%

8. ADDITIONAL REQUIREMENTS

AFDG

- The purchase of ancillary furniture products shall be an integral part of project completion.
- Solitary purchases for ancillary furniture products shall not be permitted.
- A separate catalog will be provided for ancillary products.
- Separate purchase orders shall be executed for ancillary products
- The purchase of ancillary furniture products shall not exceed 50 percent of the total purchase dollar value of the project. Any purchases exceeding 50 percent shall require the Contract Administrator's approval.
- All ancillary furniture products offered and/or purchased shall meet all specifications, standards, and codes as specified in Attachment 2, Bid Specification – 7110-5826.

9. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to Attachment B, Bid Specification Number 7110-5826, dated 3/7/2022.

10. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
John Schwartz	(510) 385-1641	***jschwartz@insideource.com***

11. CATALOG/CONTRACT CONTENTS

https://samclar.com/msf/

Attachment E – AFDG Discounts

12. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 11/19/21), Article 16 entitled “Substitutions”.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the State CA.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extensions, including upon approved substitution.

13. PROMOTIONAL PRICING

The Contractor shall immediately notify the DGS Contract Administrator of all manufacturer’s price declines and ordering agencies shall receive full benefit of such declines.

14. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

15. MINIMUM ORDER

There is no minimum order for this contract.

A one dollar ($1) minimum purchase is required for ancillary furniture products.

16. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
The Inside Source, Inc, 985 Industrial Rd, Suite 101 San Carlos CA 94070	Facsimile: N/A	Email: ***soc-orders@insidesource.com****

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

17. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items or items outside the scope of the contract

- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

18. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Contactors Order Number
- Ordering agency name
- Agency order number (purchase order number)
- Description of goods
- Purchase order total cost
- Anticipated delivery date
- Identification of any Out of Stock/Discontinued Items

19. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

20. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 11, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

21. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Unless otherwise specified within the individual statement or work/workplan, delivery shall be completed within sixty (60) calendar days after receipt of order (ARO) for purchase orders of up to one hundred (100) workstations. Five (5) calendar days may be added for each additional fifty (50) workstations over and above the original one hundred (100) ordered.

There are numerous State departments and local governmental agencies throughout the State of California. Purchase orders for MSF will vary in size and complexity. It shall be the responsibility of the furniture manufacturer and the Contractor to ensure that all delivery schedules will be adhered to. This will require the furniture manufacturer to maintain an adequate number of service centers to meet the fluctuating demand for MSF by all governmental agencies.

Delivery and installation can be made at most governmental locations Monday through Friday between 6:00 a.m. to 6:00 p.m. If this is not possible, the Contractor shall be paid after hour rates for the installation of the delivered goods between 6:00 p.m. and 6:00 a.m., weekends, and holidays. Rates for this service shall be as shown on the MSFAFT table of Attachment A, Cost Worksheet.

The Contractor is requested to make deliveries of these goods during the off-peak hours in the following greater metropolitan areas; City of San Francisco and Bay Area, City of Sacramento, City of Los Angeles and L.A. County, Orange County, City of San Ana, City of San Bernardino, and City of San Diego. Off-peak hours are typically considered 10:00 a.m. to 4:00 p.m., and/or may vary according to local municipal codes and ordinances.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

C. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

22. EMERGENCY/EXPEDITED ORDERS

The Contractor offers a quick shipment/delivery and installation option. This option will be limited to orders at the list price of $500,000.00 or less. The panel systems shall be delivered to the site within fifteen (15) business days ARO. The cost for this option shall be based on percentage of the entire order after the discount off of the list prices are applied. The percentage of the surcharge added to the invoice will be 2%.

23. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

24. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

25. PACKING SLIP

Packing slip requirements shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

26. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

27. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

Contract (Mandatory) 1-22-71-52
Contract User Instructions, ***Supplement 5***

28. INSTALLATION

Installation for AFDG is available throughout California, border to border. Rates for this service shall be as shown on Attachment E, AFDG Discounts and Article 7, Contract Rates.

Physical installation includes coordination of installation with purchasing representative as detailed in the project's statement of work/workplan.

Installation can be made at most governmental locations Monday through Friday between 6:00 a.m. to 6:00 p.m. If this is not possible, the Contractor shall be paid after hour rates for the installation of the delivered goods between 6:00 p.m. and 6:00 a.m., weekends, and holidays. Rates for this service shall be as shown on the MSFAFT table of Attachment A, Cost Worksheet.

29. INSPECTION AND ACCEPTANCE

For State departments, a written checklist of deficient items will be made if found by either the Department of General Services Real Estate Services Division (RESD) planner, department staff, or the manufacturer's designated personnel at the final punch and walk-through conducted prior to the post assembly walk-through and punch with the RESD planner and the ordering State department.

When completed, the Contractor shall provide a Project Acceptance Notice with dated signature blocks indicating approval from the RESD and the ordering department.

30. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	**DGS-PD**	***The Inside Source, Inc.,***
Contact Name:	Rudolph Jimenez	John Schwartz
Telephone:	(279) 946-8312	(510) 385-1641
Facsimile:	(916) 375-4613	N/A
Email:	Rudolph.Jimenez@dgs.ca.gov	***jschwartz@insideource.com***
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	***The Inside Source, Inc.*** Attn: JohnSchwartz ***985 Industrial Rd, Suite 101*** ***San Carlos CA 94070***

31. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery and refund the customer in full.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

32. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

33. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 30, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

34. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

35. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order (Std. 65) in accordance with Article 13, Purchase Execution and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and

the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed.

State departments shall contact the Contractor for copies of the Payee Data Record.

36. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 33, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding DGS-PD's CAL-Card program (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Enroll-in-CAL-Card-Program-for-Government-Entities).

37. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
The Inside Source, Inc,	021-672633

38. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of five (5) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The bid price cost shall include the manufacturer's warranty cost.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.

- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location where on-site warranty is specified, the Contractor will provide substitute products at the time of removal. Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the ordering agency chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

Warranty services will not include repair of damage resulting from transportation by the authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

Non-Obsolescence: The Contractor shall warrant the components, accessories, and/or other products of the MSF panel systems being offered under this contract will be available for purchase beyond the term of this contract for a minimum of ten (10) years; paint/finishes for five (5) years; and fabric/panel coverings for five (5) years, Upon approval of the DGS Contract Administrator and the Real Estate Services Division (RESD), Terrace MSF and AFDG may be excluded from the "Non-obsolescence" requirements.

A waiver may be considered when the product(s) constitutes a small portion of an order and/or when it can be demonstrated (by the Contractor, in writing) that standard commercial practice makes long-term availability unreasonable.

39. QUALITY ASSURANCE GUARANTEES

Products delivered not meeting the Quality Assurance expectations shall be removed and replaced within fifteen (15) workings days.

The Contractor shall represent and warrant that products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

40. RECONFIGURATION

Reconfiguration services must be an integral part of an MSF project. Reconfiguration is available for ordering agencies currently possessing any MSF product line when the purchase of new MSF products is purchased.

Standalone purchases for Reconfiguration are not allowed.

The cost for Reconfiguration services, if requested, shall be discussed and mutually agreed upon between the Ordering Agency and Contractor.

41. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form for the Contractor is attached (Attachment D).

42. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

43. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

44. TAKE BACK/TRADE

There is no Take Back/Trade In program for this contract.

45. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Specification 7110-5826, dated 3/7/2022
Attachment D – Postconsumer Content Certification Workbook
Attachment E – AFDG Discounts

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1654 **Agenda Date:** 6/4/2024 **Agenda #:** C.91.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Blanket Purchase Order Amendment and Participating Addendum with Amazon.com Services, LLC.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order amendment and participating addendum with Amazon.com Services, LLC., to extend the term through January 18, 2026, with no change to the payment limit of $6,200,000 for access to the online market place under the terms of a master contract awarded by Prince William County Public Schools, Countywide.

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
The Public Works Department Purchasing Services Division is requesting approval of a blanket purchase order amendment with Amazon.com Services, LLC., to be used by all County Departments for access to Amazon's online marketplace. The supplies are guaranteed through the master contract awarded by Prince William County Public Schools (PWCS), through the OMNIA Cooperative Program. Approval of this purchase order amendment and addendum between Contra Costa County and Amazon.com Services, LLC., allows the County to obtain guaranteed pricing available through the OMNIA Partners contract which was extended through January 18, 2026. The purchase order will support all County departments with access to personal protective equipment, business/quantity discounts, reporting and central controls, free 1 and 2 day shipping and progressive discounts on all products offered through the website. This will allow the County to consolidate purchases, and maximize savings on products acquired from Amazon.com Services, LLC.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of the blanket purchase order amendment and addendum, the County would have multiple purchase orders and accounts that offer no benefits, thereby increasing costs by not taking advantage of cooperative purchasing discounts.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th day of January 2017 by, ***Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:

Prentis D. Wilson Jr.
Authorized Signature

Prentis D. Wilson, Jr.
Type Name

Vice President
Title

Jan 27, 2017
Date

PURCHASING AGENCY:

Jim Totty
Authorized Signature

Jim Totty, CPPO, C.P.M.
Type Name

Supervisor of Purchasing
Title

1-31-17
Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature — Date: Jan 27, 2017

Title: Vice President

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing — Date: 1/31/17

amazonbusiness

October 14, 2016

Mr. Anthony Crosby
Coordinator
Prince William County Public Schools
Financial Services/Purchasing Room #1500
RFP #R-TC-17006
P.O. Box 389
Manassas, VA 20108

Dear Mr. Crosby,

It is with great pleasure that we enclose our response to your request for proposal for the on-line marketplace for the purchase of products and services.

Amazon Services, LLC. (Amazon.com) is an e-commerce company offering a range of products and services through our website. Amazon herewith offers Prince William County Public Schools (PWCPS) our Amazon Business solution to assist PWCPS in your on-line marketplace needs.

Please review our responses and feel free to contact Daniel Smith, General Manager, (206) 708-9895 or via email at dls@amazon.com to answer any questions you may have. The entire team at Amazon Business looks forward to building a mutually beneficial relationship with Prince William County Public Schools.

Respectfully,

Prentis Wilson
Vice President
Amazon Business

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1.0 Title Sheet (Tab 1)

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

REQUEST FOR PROPOSAL

ISSUE DATE: September 14, 2016 **RFP #: R-TC-17006**

TITLE: On-line Marketplace for the Purchases of Products and Services

Sealed proposals must be received and time stamped prior to 2:00 PM, October 14th, 2016. Offerors are responsible for ensuring that the Purchasing Office receives their proposal submission by the deadline indicated. The time a proposal is received shall be determined by the time stamped by the time clock in the Purchasing Office. **Proposals received after the stated due date and time shall not be considered.**

All questions/requests for information must be submitted in writing, via email to Anthony Crosby, Coordinator, at crosbyae@pwcs.edu. To be assured consideration all questions/requests for information must be received by **September 30, 2016** prior to **4:00 PM.** After reviewing any questions/requests submitted, the PWCS Purchasing Office will issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office.

PROPOSALS MAILED SHALL BE SENT DIRECTLY TO:

Prince William County Public Schools
Attn: Purchasing Office
Financial Services/Purchasing Room #1500
RFP #R-TC-17006
P.O. Box 389
Manassas, VA 20108

PROPOSALS HAND DELIVERED AND/OR EXPRESS COURIER SERVICES SHALL BE DELIVERED TO:

Prince William County Public Schools
Attn: Purchasing Office
RFP #R-TC-17006
14715 Bristow Road
Manassas, VA 20112
Attn: Financial Services/Purchasing Room #1500

Addendum No.__Date:_____ Addendum No. __Date: _ Addendum No. __ Date:___

Information the offerors deems proprietary is to be included in the proposal in the separate section of the proposal identified and included in (TAB 7) of the proposal response. See Proposal Submission Requirements, Section 6.13 in this RFP for additional information.

Proprietary Information Enclosed: __X_ YES ____ NO

All proposed exceptions to this RFP, and any proposed changes to the contract documents or terms and conditions, are to be included in (TAB 8) of the proposal response. See Proposal Submission Requirements Section 6.15 in this RFP for additional information.

Proposed Exceptions to the RFP: __X_ YES ____ NO

REQUEST FOR PROPOSALS TITLE PAGE – TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Sign in blue ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

Under paragraph 18 of the General Terms and Conditions, the Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

1. ___ Offeror is a Virginia business entity organized and authorized to transact business in the Commonwealth of Virginia by the State Corporation Commission (SCC). The Offeror's current valid identification number issued by the SCC is _____. ***(The SCC number is NOT your federal tax identification number)***. **–OR-**

2. ___ Offeror is a sole proprietor and no SCC number is required. **-OR-**

3. ___ Offeror is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia. This does not account for any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts. It also, does not account for any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from the Offeror's out-of-state location. **Offeror is required to include with this proposal documentation from their legal counsel which accurately and completely states why the Offeror is not required to be so authorized within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. -OR-**

4. _x_ Offeror currently has pending before the SCC **an application that was submitted prior to the due date and time of this solicitation** for authority to transact business in the Commonwealth of Virginia and seeks consideration for a waiver to allow the submission of the SCC identification number after the due date for proposals (***PWCS reserves the right to determine in its sole discretion whether to allow such waiver.***)

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror: Amazon Services, LLC

Mailing Address:
Amazon Business
c/o Daniel Smith
325 9th Ave N
Seattle, WA 98109

Phone: (206) 708-9895

Email Address:dls@amazon.com

Tax Identification (FIN/SSN#): 82-0544687

Typed/Printed Name: Prentis Wilson

Date: 10/6/2016

Remittance Address (If Different):
Amazon Services, LLC
410 Terry Avenue North
Seattle, WA 98109
Fax: N/A

Contact Person: Daniel Smith

Signature: Prentis Wilson
(Person signing must be authorized to bind the Offeror in contractual matters)

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

REQUEST FOR PROPOSAL
ADDENDUM

ADDENDUM #1 **DATE:** October 3, 2016

REFERENCE: Request for Proposal: R-TC-17006
Issue Date: September 14, 2016
Title: On-Line Marketplace
Sealed Proposal Due Date: October 14, 2016 at 2:00 p.m.

All Offerors shall be advised of the following changes/additions in the referenced solicitation:

A. Sealed Proposal Due Date shall remain October 14, 2016 at 2:00 p.m.

B. Section 10.1, page 15 is revised to read as follows:

10.1 By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract shall comply as outlined on Attachment C, page 26.

C. Add Section 6.16.2.12. to read as follows:

Access for On-line Marketplace (**TAB12**)

The Offeror shall provide access to their On-line Marketplace via a user ID and password to include a hyperlink for use during the pricing evaluation. The information must be included in Tab 12 so the Evaluation Committee can access the cost for consideration in the evaluation process.

The instructions related to the above under Section 6.16.2.11. shall hereby be removed; Attachment B and C are the only requirements that remain under Tab 11.

D. The following are questions received from Offerors and the responses as requested:

1. PWCS requests many physical copies of the response in binders. Given the environmental impacts of printed copies, can respondents only supply electronic versions? As a compromise we could supply signature pages with wet signatures.

Answer: Given the needs of the evaluation team and PWCS, this requirement is not flexible. Please provide what was originally requested in Section 6: Proposal Submission Requirements.

2. We do not anticipate needing to visit schools as part of this contract. We will not require "direct contact with students on school property during regular school hours or school-sponsored activities/programs". Do you still require us to sign and submit the form in Attachment C, Certificate of Compliance?

Answer: Yes.

3. Would you kindly notify me if I am eligible to apply for this bid? I am a novice with this bidding system and would appreciate your discerning eye.

   Answer: All offerors are eligible to respond. Please see "Multiple Awards" section on page 7 of the RFP.

4. I happen to see your solicitation form on eVa, we are a small business located in Fairfax City and I have a question. Is it possible for us to offer our services on a small portion of your requirements such as pens, eraser, etc.?

   Answer: Please see the answer to question #3 above.

5. Besides the RFP Form, how should we present our proposal for products and prices?
   Should we present a spread sheet with products and pricing? In our case, our Product Category is Category 7.

   Answer: Please see Clarification C above.

6. If we are already an awarded vendor on contract RKS-10027-41 Instructional Supplies – Educational and Non-Educational, should we be bidding on this new RFP, or are we already included in the On-line Marketplace?

   Answer: The RFP is separate from the existing contract you have with PWCS which will remain in effect. It's at your discretion to respond to this requirement.

7. With all due respect, we do not know how to sign up for the On-line Marketplace? Could you please provide us the hyperlink for it?

   Answer: We're seeking offerors that can provide an electronic ordering system for users to purchase directly from a company. We've named it a marketplace to define the ability to perform on-line shopping for the various categories we outlined in the RFP.

8. I am writing you on behalf of IXL Learning, Inc. about RFP #: R-TC-17006 to see if we are a fit for its parameters. IXL is a web-based, supplemental practice program for math, ELA, science and social studies. Are educational software vendors eligible to apply for this bid and if so, which category should we respond under?

   Answer: All potential offerors are eligible to submit a proposal. We're looking for a provider that can offer as many of the categories referenced in Section 4.1 of the solicitation. It's really at your discretion as to the particular category you feel best meets our requirements. Educational software is unique and could be offered under Category 10. We will leave that decision solely to each offeror to decide.

9. Here is where I find my question...are you looking for a marketplace type product like what Equallevel offers and what USC has as their existing marketplace product, or are you looking for a marketplace like "Amazon" that is established and able to sell all of the items found out the category list? From reading this bid, that is what I am not clear on and people have seen this both ways.

   Are you looking for just the platform (Equallevel, Sciquest...) that can later add all of these commodity category types mentioned in the bid documents, or are you looking to award to a company that already has an established "marketplace" set up to sell all of these items (Amazon, Ebay...)?

   Answer: We're seeking firm(s) that are established and able to sell the products directly from their site.

10. We are a serials vendor. Is this RFP pertinent to us? If so, would we apply under Category 4 Books or Category 10 Miscellaneous/Other Category?

    We have provided serials to PWCS so want to make sure this is the correct venue for our services.

    Answer: Offering one category is not optimal in fulfilling several categories as outlined in the RFP. We will evaluate all proposals and will not discourage any offeror from submitting a proposal.

11. Can you refer me to the website where I can see who received the award for Prince William School District before?

    Answer: This is a new requirement, therefore, we have not awarded a contract of this nature before.

12. Can you clarify how US Communities will impact the school purchasing process? Even if schools are able to purchase our program at their own discretion if we are not an awarded vendor with this RFP, will it be harder for schools to purchase our program?

    We have many schools already using IXL in PWCS, and we want to ensure that not being a vendor on US Communities will not hinder schools from purchasing our program. We are interested in applying for the RFP, but the requirement to submit monthly sales reports to US Communities and provide them with 2% of sales is tough in terms of sustainably maintaining the contract.

    Answer: No, our schools still have the ability to obtain your services under current business processes.

13. I have read through the entire 82 page document, and did not see a list of items or somewhere to fill in a catalog discount %. Where do I enter our discount or pricing terms? Do we just submit our own offer (discount) or price list?

    Answer: Please see the response to question #5 above.

14. So, I would come up with the pricing (could be a discount % off each item or a special MB price) I intend to offer. Then apply that pricing to our website and provide a login for the contract analysis. Basically, I am free to offer any discount or special pricing, as long as it is equal to or better than any other offer we have offered on a similar contract?

    Answer: Yes, this is solely at your discretion. We understand pricing is dynamic and can change daily.

15. We feel comfortable to provide for apparel and textiles and would like to offer for it only if still acceptable for you. If successful and knowing more about PWCS system how it works in first time, we can easily add other categories as well.

    Regarding Order procedure, in case of Apparel Uniform, we are working with Pre-order bases. It means we produce according to actual order status with buyer specific requirement such as fabric items, color, logo which we have to follow buyer specific requirement. In this case, we need lead time to produce such as a 45 days or 60 days. I was wonder whether something like this procedure is workable or do we have to carry inventory in advance like a retail store or not?

    Answer: The primary use of this requirement will be to purchase items that are routinely readily available for shipping.

16. We are a retailer of orchestral sheet music and PWCS has done business with us for a number of years. Can you please tell me if we are currently under a contract with you and if so, what is the contract number and expiration date?

    Answer: No, PWCS does not have a current contract with your company.

17. Can a vendor be awarded to provide product to PWCS without being a provider with U.S. Communities?

    Answer: Our intent is to award an overall contract(s) and not a local agreement for PWCS.

18. If a vendor is not awarded, or chooses not to bid, does this preclude the schools of PWCS from purchasing through that vendor?

    Answer: Choosing not to bid does not preclude our schools from purchasing from current PWCS vendors.

19. Is the intention of PWCS to have the awarded vendor(s) upload their products to the U.S. Communities Marketplace, or for the awarded vendor(s) create a new Marketplace for the products/services included in this RFP?

    Answer: The intent is for an offeror to provide the products from their business to business website (online marketplace). There will be no upload to the US Communities Marketplace and all orders will be placed directly through the vendor's existing platform.

20. What is PWCS' expectation of the minimum sales volume for this contract?

    Answer: Please see Estimate Volume on Page 6 of the RFP.

21. How has the US Communities online marketplace performed historically?

    Answer: This is the first U.S. Communities solicitation for this type of products and services.

22. Is there a commitment from the US Communities advisory board members to participate in this program upon award?

    Answer: Please see Estimate Volume on Page 6 of the RFP.

23. Regarding Section 6.16.2.11 Attachments B&C (TAB11), it is stated that "The offeror shall provide access to On-Line Marketplace via user ID and password via a hyperlink for use during the pricing evaluation". How should a supplier provide this information if they have selected to utilize US Communities existing on-line marketplace for the purpose of this RFP?

    Answer: Please see the response to #19 above.

24. Is there a preference to utilize the On-Line Marketplace that US Communities has invested in?

    Answer: Please see the response to #19 above.

25. Is there a preference for a local high service solution to this solicitation for participating public agencies?

    Answer: Please see the response to #17 above.

26. Will there be multiple awardees per product category?

    Answer: Please see "Multiple Awards" section on page 7 of the RFP.

27. How will awardees be listed on the US Communities Marketplace? Hyperlink to each supplier, or will all supplier items be listed by price?

    Answer: Please see the response to #19 above.

28. What is the maximum number of awardees PWCS is expecting to make on this RFP by category?

    Answer: Please see "Multiple Awards" section on page 7 of the RFP.

29. In order to effectively meet the diversity guidelines for hundreds of end user, would there be at minimum one diverse awardee for every category? Or will US Communities consider this requirement met under the large suppliers subcontracting plan?

    Answer: There will be no minimum requirements for MWBE vendors in any category. If you have the ability to propose an MWBE offering, you should do so.

30. In regards to pricing updates, there does not appear to be a specific schedule listed. This typically varies by contract, and requires (30) days written notice. Can you provide the price update schedule for this RFP?

    Answer: Please see the response to #14 above.

31. How will product offering be evaluated? i.e. will the vendor offering 25,000+ items on a catalog be favorably weighted versus the vendor offering less than 10,000 items?

    Answer: Please see Section 4, Statement of Needs on Page 9 of the RFP.

32. Would we be able to offer any categories, such as Office Furniture, Maintenance Repair Operations, Janitorial Supplies, Break room etc. as part of the "Category 10: Miscellaneous/Other Category" submission? Is there any restrictions on categories we cannot consider under this section?

    Answer: Please see Section 4, Statement of Needs on Page 9 of the RFP.

33. Will there be a Hewlett Packard Big Deal in place for this RFP?

    Answer: Each proposer should provide a full proposal of their capabilities, including any bulk pricing programs they are able to offer.

34. Is it required for us to participate with US Communities to continue doing business with you?

    Answer: Please see the response to #12 above.

35. Is there a cost to participating with US Communities?

    Answer: Please see Administration Agreement, Section 5.1, Administrative Fees on Page 49 of the RFP.

36. Can we state deviations/exceptions against the US Communities Supplier Qualifications, Worksheet, or Information?

    Answer: You must provide responses to all questions in the Supplier Worksheet and Supplier Information Sections.

37. Is the "Master Intergovernmental Cooperative Purchasing Agreement" part of US Communities?

Answer: Yes.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

A signed acknowledgment of this addendum must be received by the Central Purchasing Office either prior to the Proposal due date and hour specified, or attached to the RFP. Signature on this addendum does not constitute the Offeror's signature on the original proposal document. The original proposal document shall also be signed.

Anthony E. Crosby, CPPO
Administrative Coordinator

ACKNOWLEDGMENT:

Amazon Services, LLC.
Name of Firm

10/12/2016
Date

203.716.1231
Telephone Number

Signature

Michael K. Levin Sr. Manager, Public Sector
Print Name and Title

n/a
Fax Number

2.0 Executive Summary (Tab 2)

Offeror shall provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Amazon Services, LLC (Amazon.com) is pleased to respond to the Prince William County Public Schools (PWCPS) Request for Proposal (RFP) for an On-line Marketplace for the Purchases of Products and Services. We are truly excited to offer the Amazon Business Marketplace solution to meet PWCPS' online marketplace needs, and believe that the features and benefits of the Amazon Business Marketplace are an ideal fit with the objectives set forth in the RFP.

As described in the RFP, PWCPS seeks to establish a nationwide cooperative purchasing agreement for the acquisition of products through a single-source, on-line marketplace that will:

- Achieve cost savings for Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals.
- Combine the volumes of Participating Public Agencies to achieve cost effective pricing.
- Reduces the administrative and overhead costs of Participating Public Agencies through state of the art ordering and delivery systems.
- Provides Participating Public Agencies with environmentally responsible products and services.

Amazon shares these objectives, and the Amazon Business Marketplace was born out of consultation with Public Sector customers of all sizes who also sought to have access to a marketplace that contains all of the products and features they need, while at the same time achieving cost savings. From non-profit research institutes, K-12 school districts, universities, local and county government agencies, and healthcare organizations – our Public Sector customers told us that they wanted the Amazon shopping experience when buying for work.

Amazon's mission statement is to be Earth's most customer-centric company, where people can find and discover anything they want to buy online. Amazon Business is a key part of fulfilling this mission. Put simply - if you want it, you can probably find it on the Amazon Business Marketplace.

The Amazon Business Marketplace offers a new account type that provides this experience. Customers have access to a centralized umbrella account for end users, simplifying the purchasing process while increasing cost savings considerations, and allowing users to take advantage of Amazon's wide selection and competitive pricing. A centralized account allows procurement & strategic sourcing departments to view every department, user, and transaction in one place. In addition, the account offers a mechanism to separate personal and work use to ensure only business-related transactions are treated as tax-exempt while preventing any improper use.

An Amazon Business account also includes configurable features that align with your organizations' procurement processes and policies, including: tax exempt shopping, spending approvals & control, punch-out integration, seller and diversity credentials, detailed transaction reporting (level 3), shared and individual payment methods, implementation support and customer service built for business customers. Amazon Business' features and benefits are best viewed as (1) **Product** benefits, (2), **Pricing** benefits, and (3) **Solution** benefits.

Product Benefits

All the Products You Need: From IT to janitorial to those hard to find items, we stock millions of business products, and we're adding more business items and suppliers regularly. Whether it's a 3D printer, a lab beaker or break-room snack, you'll find it on the Amazon Business Marketplace.

Business Offers: Amazon Business gives customers a growing number of business-only product offers. Suppliers such as USBiological and National Business Furniture now make a select number of their products available exclusively for Business customers.

Find the Right Sellers: Find sellers who meet your specific needs through our seller profiles. Discover sellers that meet specific requirements, with attributes like small business, women owned and minority-owned business.

Pricing Benefits

The Amazon Business Marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for Business customers. Registered customers will see exclusive prices on a growing selection of items.

Free Two-Day Shipping: With Free two-Day shipping on orders of $49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping. You can schedule unlimited deliveries on more than 20 million eligible items. Business customers can also stay informed about Prime and Purchase Delegation.

Compare Offers: Your organization needs to know that it is getting the best products and best value. Amazon Business makes comparison shopping a snap by displaying multiple offers from different sellers on one page.

Amazon Tax Exemption Program (ATEP): If you're eligible for tax-exempt purchasing, you may be able to participate in the Amazon Tax Exemption Program. This program allows you to make tax-exempt purchases and manage tax exemption across your organization.

Solution Benefits

Multi-User Accounts: Onboard your team to Amazon Business and manage individuals and groups of users. Whether your organization has a few employees or a few thousand, we make it easy to connect your team and share payment methods & shipping addresses.

Create Approvals: Customize your approval workflows and set individual spending limits to better manage your organization's purchasing on Amazon Business.

Order Tracking: Amazon Business allows you to use your purchase order numbers or reference text to improve recordkeeping. We also make it easy to track your shipments, by providing estimated delivery dates for all items in your order.

Amazon for Purchasing Systems: Shop on Amazon Business with the controls and oversight provided by your organization's purchasing system. Amazon Business is integrated and certified for punch-out with leading purchasing systems.

Amazon Line of Credit: Apply for an Amazon.com Corporate Credit Line, which allows you to submit a PO and place orders and finance purchases using a Pay-in-Full Credit Line or a revolving Credit Line.

Hundreds of thousands of public sector organizations and private-sector businesses have already moved purchasing to Amazon Business to realize the benefits listed above - achieving cost savings, reducing procurement complexity, all while accessing unmatched product selection breadth. The Amazon Business Marketplace empowers customers by providing transparency of price, delivery options, product rating and seller ratings. It creates a level playing field of sellers, giving end users access to hundreds of millions of products, with price competition that lets customers know they are getting the right product at the right price.

Amazon Business' unmatched breadth and depth of selection, competitive prices, innovative and unique range of account features will enable Prince William County Schools to quickly and easily find and buy almost any product or service. We look forward to further dialogue and an exchange of more detailed information as we progress further with this opportunity.

Note that Amazon's proposal is based on all requested Product Categories set forth in the RFP. We firmly believe that it is of unique benefit to PWCPS to have every product category available in one marketplace. A comprehensive marketplace such as Amazon Business ultimately leads to customer benefits, with a lower cost of ownership, greater ease of administration, and an inbuilt competitiveness through the ability to compare prices and purchase items either directly from Amazon, or from third-party sellers.

3.0 Proposal Profile (Tab 3)

At a minimum, the Offeror will provide the following information:
• Name of company submitting proposal

Amazon Services, LLC

Please note that Amazon Services LLC is the legal entity that is responding to this solicitation. Amazon.com LLC is the seller of record for retail purchases from Amazon Business.

• List any company dba's

Amazon Business

• Main office address

410 Terry Avenue North, Seattle, WA 98109

• If a corporation, when and where incorporated

November 15, 2005 in Nevada

• Number of years in business

Amazon.com has been in business for more than 20 years. Amazon Business launched on April 28, 2015.

• Total number of employees

According to the Amazon 2015 Annual Report, Amazon employed approximately 230,800 full-time and part-time employees as of December 31, 2015. However, employment levels fluctuate due to seasonal factors affecting our business.

The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror.

Amazon is an e-commerce company that offers a range of products and services through our websites. Amazon's websites include merchandise and content that the Company purchases for resale from vendors and also those offered by third-party sellers. Amazon offers its own products as well as third-party products across various categories, through our retail websites and through our mobile websites and applications. We also manufacture and sell electronic devices, including Kindle e-readers, Fire tablets, Fire TVs, Echo and Fire phones.

Amazon offers programs that enable sellers to sell their products and fulfill orders through Amazon's websites and the third-party sellers own websites. We serve developers and enterprises of various sizes through Amazon Web Services (AWS), which offers a set of global compute, storage, database, analytics, applications and deployment services.

4.0 Project Methodology/Approach (Tab 4)

Offeror shall respond to the Statement of Needs (Section 4). The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Statement of Needs, Section 4.

In the sections below we outline how the Amazon Business Marketplace meets and exceeds the requirements in the Statement of Needs. We discuss the industry-leading innovations Amazon brings to the On-Line Marketplace, and also discuss a time line for adoption.

4.1 Statement of Needs

This Solicitation is to establish a nationwide purchasing agreement for the acquisition of the following products through a single-source, on-line marketplace. The product category descriptions below are not to be considered restrictive, but rather provide a general, non-inclusive, description of the category. In addition Offerors should include additional product categories under "Miscellaneous/Other" category.

It is first important to note that the Amazon Business Marketplace gives customers the option to purchase items directly from Amazon, or to purchase items from third-party sellers. For items purchased directly from Amazon, Amazon is the seller of record, owns the items, and fulfills all orders. For items purchased directly from third-party sellers on the Amazon Business Marketplace, third-party sellers are always the seller of record and own the items. Third-party sellers can fulfill all orders themselves or choose to utilize fulfillment services offered by Amazon. Nearly half of total units sold on the marketplace are sold by third-party sellers.

Figure 1 - Seller Types on Amazon Business

Product offerings from third-party sellers are presented alongside Amazon Business product offerings on a product detail page. By viewing Amazon Business product offerings alongside third-party offerings, customers are able to select and order goods

based on the best price, shipping and seller preferences (and other criteria). The Amazon Business Marketplace eliminates the need to visit multiple stores or websites for competitive bids. One search in the Amazon Business Marketplace provides access to a multitude of third-party sellers competing for your business, reducing cost and procurement complexity. It is again important to reiterate that Amazon's proposal is based on all requested Product Categories set forth in the RFP.

Amazon Business acts as a search & discovery service and payment processor for third-party sellers. As part of this, third-party sellers can highlight their seller credentials as part of their listing on the marketplace detail page. Proof of the third-party seller's claimed credential is also visible to buyers. At present, Seller Credentials are only available to third-party sellers participating in Amazon Business Marketplace. The current list of credentials available on Amazon Business is publically available on the Amazon website.

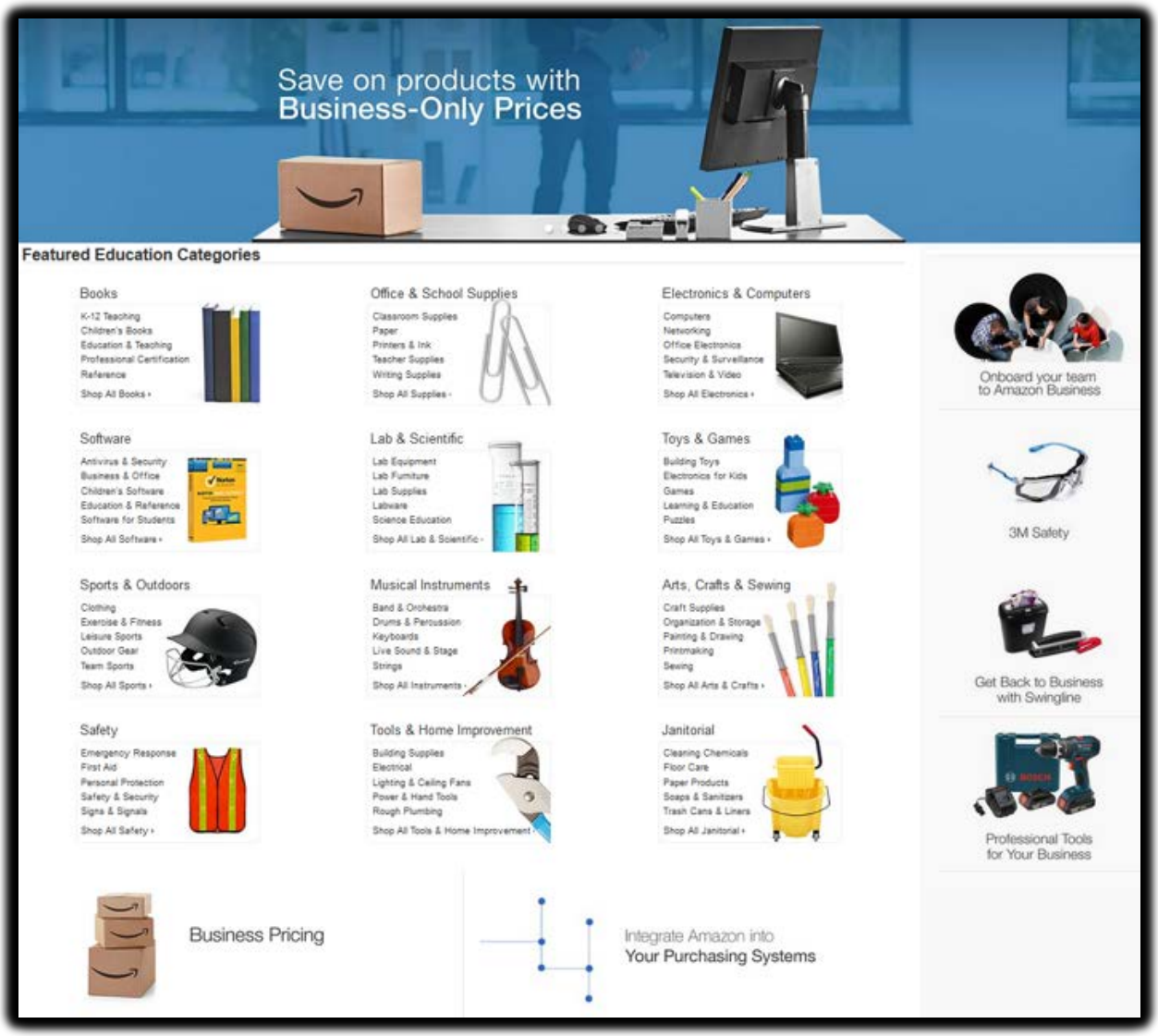
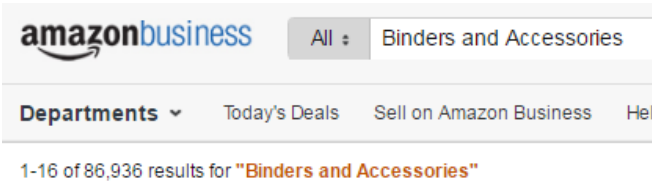


Figure 2 - Amazon Business Marketplace provides a familiar shopping experience for businesses.

Amazon Business provides end users with access to more than 10 million additional business-only products that are not available to Amazon.com users. Some third-party sellers on the Amazon Business marketplace restrict access to certain products because of competitive, regulatory, or other concerns. Amazon Business gives those third-party sellers the confidence that such products will only be sold to qualified businesses. These items are only visible to registered Amazon Business customers.

The Amazon Business Marketplace provides one-stop shopping across a vast selection of millions of business-relevant items for business buyers. This selection can be accessed directly through the Amazon Business marketplace, or via a business's existing eProcurement solution. Our website offers hundreds of millions of products on Amazon. Our open marketplace offers manufacturers and distributors from a wide variety of industries and specialties.

With such an extensive range of products, it is impossible to submit a product line on paper. All products are listed on the Amazon Business site in a user-friendly and easy-to-filter manner. To provide a response that illustrates the vast range of products available to our Business customers, we have listed below the total search results for each category in the RFP. For example, when a category such as 'Binders and Accessories' is searched for on the Amazon Business site there are 86,936 results. These 86,936 search results can then be filtered in order to find the exact kind of binder and accessories needed, as displayed below in **Figure 3**.



Please note that search results listed in the sections below are for the exact product category listed in the RFP (as of October 7th, 2016) and subject to change daily due to the continual addition of products to the Amazon Business Marketplace. We encourage Prince William County to use the demonstration login to conduct similar searches in order to get a feel of the vast range of products available to purchase.

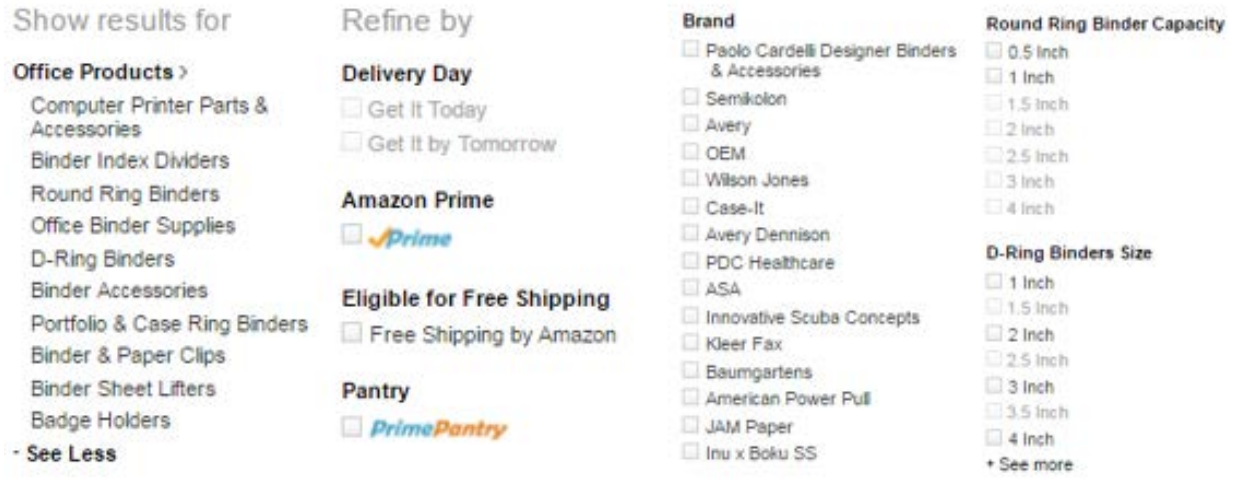


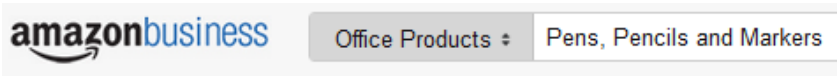
Figure 3 **– Some of the Filter Options for 'Binders and Accessories' Search Results on Amazon Business**

Your firm may not have the ability to provide all categories. The intent is for each Offeror to submit their complete product line so that Participating Public Agencies may order a wide array of products as appropriate for their needs. You may subcontract items your firm does not supply.

Amazon's proposal is based on all requested Product Categories set forth in the RFP.

4.1.1 Category 1: Office Supplies

Amazon Business offers a competitive selection of office supplies products including key brands such as Staples, ACCO, Nestle, Pilot, Boise Paper, Office Depot, Avery, Expo, 3M, Five Star and more. **Table 1** displays the search results on Amazon Business for each of the product categories listed in the RFP under Office Supplies. Note that the search results in the table are filtered to only display products listed under the 'Office Products' Department on Amazon Business.



Customers can change or expand Departments, or indeed search All Departments on the Amazon Business site. As an example, 'Pens, Pencils, and Markers' displays 68,793 items under the 'Office Products' Department. However, when the search is expanded to 'All Departments', the same search returns 247,769 items.

Table 1 - Category 1: Office Supplies – Search Results under 'Office Products' Department

Product Category	Results
Filing and Storage	48,968
Calendars and Planners	23,707
Basic Supplies	8,885
Desk Accessories and Organization	2,476
Pens, Pencils and Markers	68,793
Business Forms and Record Keeping	645
Post-it Notes	3,774
Labels	175,269
Mail	23,122
Shipping and Envelopes	18,346
Tape	131,627
Presentation Boards	64,929
Staplers and Staples	6,324
Paper Punches	12,425
Paper Clips	33,857
Binders	273,695
Scissors	16,116
Rubber Bands	10,552
Paper	818,903
Copy and Printer	18,404
Notebooks	801,680
Pads	2,368,970
Cash Register and Thermal Rolls	5,493
Photo and Presentation Paper	2,097
Printer Ink and Toner Cartridges	493,166
Office Electronics	2,174,963

4.1.1 Category 2: Classroom, School, Art Supplies and Materials

Top Brands in this category include Learning Resources, Fiskars, Business Source, Singer, 3M, Swingline, and much more. **Table 2** displays the search results on Amazon Business for each of the product categories listed in the RFP under Classroom, School, Art Supplies and Materials. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Note that Amazon has a Classroom and School Supplies Department, with millions of related items available to Amazon Business customers.

Table 2 - Category 2: Classroom, School, Art Supplies and Materials – Search Results under 'All Departments'

Product Category	Results
Art Supplies	4,105,919
Craft Supplies	2,645,896
Crayons	347,536
Paint and Paint Brushes	472,287
Ceramics	6,565,186
Pens	112,167
Markers and Pencils	265,676
Glue and Adhesive	74,430
Chalk	267,187
Easels	127,022
Yarn	29,473
Fabric and sewing	515,531
Art paper	3,968,563
Art Paper Rolls and Construction Paper	1,297
Early childhood Products	26,501
Building Toys	230,403
Games	14,196,238
Learning and Education	309,482
Puzzles	432,029
Ink and toner Cartridges	510,368
School Supplies	As noted above, Amazon has a Classroom and School Supplies Department, with millions of related items available to Amazon Business customers.

4.1.2 Category 3: Home Kitchen, Food and Grocery

Top Brands in this category include Hoover, Rubbermaid, Whitmor, Honeywell, OXO, Bissell, iRobot, Sterilite, Renown, Starbucks, Clorox, Keurig, Celestial Seasonings, Georgia Pacific, and Coffeemate. **Table 3** displays the search results on Amazon Business for each of the product categories listed in the RFP under Home Kitchen, Food and Grocery. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Amazon's Home and Kitchen Department contains millions of related items available to Amazon Business customers. Also note that there is a separate department for Grocery & Gourmet Food.

Table 3 - Category 3: Home Kitchen, Food and Grocery – Search Results under 'All Departments'

Product Category	Results
Food	4,267,350
Beverages	2,052,491
Snack Food	135,207
Cooking & Baking	153,143
Small Kitchen Appliances	86,245
Artwork	24,551,934
Bath	12,202,036
Bedding	8,626,216
Home and Office Décor	2,917,812
Kitchen & Dining	746,378
Storage and Organization	322,489

4.1.3 Category 4: Books

Top Publishers include Kaplan, Houghton Mifflin Harcourt, Pearson, Scholastic, Penguin Random House, McGraw-Hill Education, etc. K-12 Professional Development includes titles from publishers such as Marzano, Solution Tree, ISTE, and more. **Table 4** displays the search results on Amazon Business for each of the product categories listed in the RFP under Books. Note that the search results in the table are filtered to only display products listed under the 'Books' Department on Amazon Business.

Table 4 - Category 4: Books – Search Results under 'Books' Department

Product Category	Results
Books	59,690,843
Textbooks	910,099
K-12 Teaching	2,415
Education and Teaching	519,390
Professional Certification	9,837
Reference	5,361,324

Amazon has over 15 years of experience acquiring digital content from hundreds of publishers and thousands of authors. We are among the largest providers of digital learning materials. Amazon has a track record of delivering content to organizations and consumers at the lowest prices and with a variety of licensing options that meet customers' needs. Digitally downloadable products including Kindle eBooks and audiobooks are available in the Amazon Business marketplace but are considered separate orders, and require users to enter a payment method. Therefore, these orders are not subject to Amazon Business approvals and will not appear in business order history. Digital content has certain rights and sharing restrictions. For example, content is tied to the requisitioner's business user account and cannot be shared or transferred to others in your Business Account, even if the requisitioner leaves the organization or converts his or her account to a personal account.

Refer to Tab 7 for additional information on the range of books offered by Amazon.

4.1.4 Category 5: Musical Instruments

Top Brands in this category include Gibson, Epiphone, Yamaha, Numark, Casio, Behringer, Blue Microphones, Shure, Marshall, Pioneer DJ, Fender, Universal One, and more. **Table 5** displays the search results on Amazon Business for each of the product categories listed in the RFP under Musical Instruments. Note that the search results in the table are filtered to only display products listed under the 'Musical Instruments' Department on Amazon Business.

Table 5 - Category 5: Musical Instruments – Search Results under 'Musical Instruments' Department

Product Category	Results
Musical Instruments	734,723
Band and Orchestra	3,213
Drums and Percussion	35,894
Keyboards	23,360
Live Sound and Stage	3,974
Strings	86,890

4.1.5 Category 6: Audio Visual and Electronics

Top Brands in this category include Panasonic, Apple, Bose, Philips, Sony, Sennheiser, Samsung, Ultimate Ears, Anker, Aukey, and more. **Table 6** displays the search results on Amazon Business for each of the product categories listed in the RFP under Audio Visual and Electronics. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under. Note that Amazon Business has separate departments for Cell Phones and Accessories, Electronics, and Video Games.

Table 6 - Category 5: Audio Visual and Electronics – Search Results under 'All Departments'

Product Category	Results
Television and Audio	83,724
Portable Audio equipment and Accessories	14,630
Camera and Video equipment	415,197
Electronics Accessories	39,717,949
Cell Phones	16,005,933
Game Consoles	429,133

4.1.6 Category 7: Higher Education Scientific Equipment and Lab Supplies

Top Brands in this category include Bel-Art, AmScope, Corning, Kimble Chase, Wheaton, Ample Scientific, Fisher Scientific, American BioTech Supply, Boekel, Grant, iChromatography, National Scientific, Chemglass, Cole-Parmer, Agilent Technologies, Thermo Scientific, BenchPro, CeilBlue, EDSAL, Salsbury Industries, United Scientific Supplies, Heathrow Scientific, and more. **Table 7** displays the search results on Amazon Business for each of the product categories listed in the RFP under Higher Education Scientific Equipment and Lab Supplies. The search results in the table display products listed under 'All Departments' on Amazon Business, given the broad range of departments each item category can fall under.

Table 7 - Category 7: Higher Education Scientific Equipment and Lab Supplies – Search Results under 'All Departments'

Product Category	Results
General Lab Supplies Consumables and Supplies	604
Glassware and Plastic ware	707
Laboratory Instruments	11,131
Microscopes	129,028
Scales and Balances	19,418
Liquid Handling	8,428
Chromatography	27,863
Lab Chemicals	126,148
Spectrophotometers	3,042
Filtration	1,308,959
Safety and lab furniture	3,312

4.1.7 Category 8: Clothing

Top Brands in this category include Levi's, Calvin Klein, Lucky Brand, Under Armour, Tommy Hilfiger, Nautica, Hagger, Perry Ellis, Lee, Disney, BCBCMaxazria, Hugo Boss, Lacoste, and more. **Table 8** displays the search results on Amazon Business for each of the product categories listed in the RFP under Clothing. Note that the search results in the table are filtered to only display products listed under the 'Clothing, Shoes and Jewelry' Department on Amazon Business.

Table 8 - Category 8: Clothing – Search Results under 'Clothing, Shoes and Jewelry' Department

Product Category	Results
Clothing	10,547,008
Outerwear	387,529
Athletic Wear	1,012,939
Innerwear	5,229
Belts	223,341
Shoes	1,334,001

4.1.8 Category 9: Animal Supplies, Equipment and Food

Amazon Business has the animal supplies from some of the most trusted names in pet nutrition, including Purina, Kaytee, Fancy Feast, Penn-Plax, Pure Aquatic, MarineLand, Petmate, Sherpa, BestPet, and much more. **Table 9** displays the search results on Amazon Business for each of the product categories listed in the RFP under Animal Supplies, Equipment and Food. Note that the search results in the table are filtered to only display products listed under the 'Pet Supplies' Department on Amazon Business.

Table 9 - Category 9: Animal Supplies, Equipment and Food – Search Results under 'Pet Supplies' Department

Product Category	Results
Bedding	12,162
Mats	37,998
Litter	10,772
Crates	18,558
Grooming	43,358

Boots and Wraps	360
Health and Medical Supplies	777
Pumps and Filters	6,977
Food and Treats	21,003

4.1.9 Category 10: Miscellaneous/Other Category

Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

Our website offers hundreds of millions of products from a wide variety of industries and specialties. **Table 10** lists the existing professional storefronts within Amazon Business.

Table 10 - Amazon Business Professional Storefronts

3D Printing	**Restaurant & Bulk Food Supply**	**Cleaning Chemicals**
Education	**Dishwashing Equipment**	**Cleaning Tools**
Classroom and School Supplies	**Commercial Espresso Machines & Coffee Makers**	**Floor Care**
Classroom Furniture	**Commercial Food Storage**	**Odor & Drain Maintenance**
Cutting Tools	**Concession & Vending Equipment**	**Paper Products**
Abrasive and Finishing Products	**Raw Materials**	**Personal Care Products**
Medical Equipment	**Material Handling Equipment**	**Restroom Fixtures**
Professional Medical Supplies	**Packaging and Shipping Supplies**	**Trash Cans & Trash Bags**
Nursing Supplies	**Industrial Light Towers**	**Filtration Equipment & Systems**
Dental Equipment	**Pulling & Lifting Supplies**	**Safety Equipment & Supplies**
Dental Instruments and Professional Dental Supplies	**Drywall Lifts**	**Emergency Response Equipment**
Laboratory Supplies	**Hand Trucks**	**Hazardous Material Handling**
Lab Chemicals, Lab Consumables	**Door & Equipment Hardware**	**Lockout & Tag Out Products**
Laboratory Furniture	**Fasteners**	**PPE: Personal Protective Equipment**
Food Industry Supplies	**Testing, Measurement and Inspection Equipment**	**Safety Signs & Signals**
Food Service Disposables	**Janitorial Supplies**	

Amongst the hundreds of millions of products available, Amazon Business offers 10 million business-only items, which include printer ink cartridges, stethoscopes and industrial deep fryers. Please visit the following webpage to learn about any product restrictions within the Amazon Business account: https://www.amazon.com/gp/help/customer/display.html/ref=hp_left_v4_sib?ie=UTF8&nodeId=201613190

4.1.10 Amazon Business Account Features

Amazon Business provides administrators with controls to monitor spending. Current administrator tools and features include multi-user accounts, tax-exemption support, approval workflows and purchasing analytics. Amazon Business also makes it easy for organizations to compare multiple offers on products, and is integrated with leading purchasing systems. Feature include:

- Multi-user accounts, approval workflows, and spend controls
- Tax-exempt purchasing for qualifying organizations
- Business-pricing and quantity discounts on select items
- Purchase orders and customizable analytics reporting
- Free two-day shipping on eligible orders of $49 or more

Multi-User Accounts & Groups

Organizations can onboard teams to Amazon Business and manage individuals and groups of users. Whether your organization has a few employees or a few thousand, we make it easy to connect your team and share payment methods & shipping addresses. Groups provide an Administrator the ability to organize multiple end users. Create groups based on location, department or any purchasing need that works for your organization. Users are assigned permissions by the Account Administrator. The following table describes the Amazon Business user roles & permissions.

Table 11 - Amazon Business user roles & permissions

	Role	Permission	Visibility
Administrator	• Place orders on behalf of the business/organization. • Invite others to join the business • Manage account settings & business features • Customize account settings, such as set up shared payment methods and shipping addresses that are available to Requisitioners	• Invite (add) users • Establish and manage business account settings *(shared payment methods and shipping addresses)* • Set up approval workflows and spending limits • Assign a role to a user	• Administrators can view order history for all orders purchased for the organization by users in the business account, or in their group if they are an Administrator of a group • Last 4 digits of payment methods & shipping addresses on orders • Billing addresses • Information available in order history reports for orders placed by any user in the business account or group they manage
Requisitioner	• Place orders on behalf of the business *(after they are assigned permissions by an Administrator)*	• View/download order history for all orders that they placed. • View/utilize shipping addresses & payment methods *(last 4 digits visible)*, as established by an Administrator *(*Shared Settings)* • Add payment method/shipping address at check-out or add/update in account settings *('Your Account')*	• Requisitoners have the ability to view their account information *(unless business account or group contains shared settings)* • Item/shipment details on orders they have placed **NOTE:** Requisitoners do not have access to view/edit: ✓ Billing addresses configured by an Administrator ✓ Order/shipment information placed by other users associated with the business account

Administrators have the ability to add a person & assign user-specific purchasing permissions. Organizations with many end users can upload a spreadsheet and invite up to 1000 users at a time. Added users will receive an emailed invitation on behalf of Amazon Business. To associate an invited user with an Administrator's Business Account, users are required to take action and 'accept purchasing responsibility' within the email body. Once an invitation has been accepted, your account settings will automatically update. Users will migrate from 'Invitations' to the 'People' tab of 'Manage Your Business'.

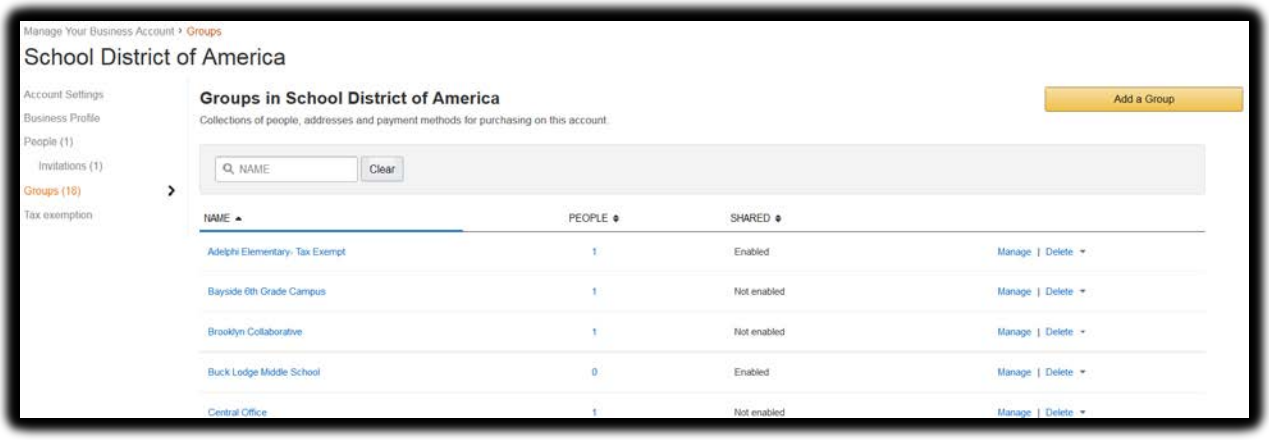


Figure 4 - Create Your Organizational Structure Using Groups and Sub-Groups

Figure 5 - Invite End Users to Amazon Business

After an organization registers, configures an account and invites users to join the account, end users can start their shopping experience on the Amazon Business home page. End Users search for items their businesses need, view the Amazon and third-party offers for those items, and view the various product details. They can see whether there are offerings from small business or otherwise-credentialed third-party sellers. After making a purchase decision, buyers choose shipping addresses and payment methods before finalizing a purchase.

Amazon Tax Exemption Program (ATEP)

If you're eligible for tax-exempt purchasing, you may be able to participate in the Amazon Tax Exemption Program. The program allows you to make tax-exempt purchases and manage tax exemption across your organization.

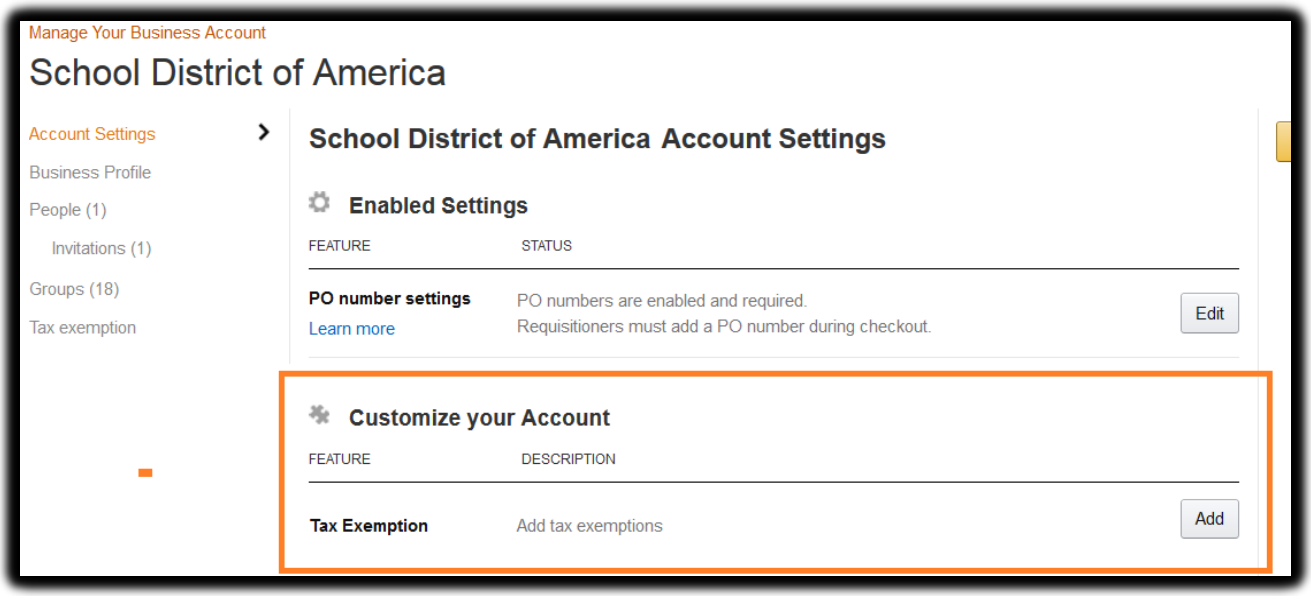


Figure 6 - Add tax exemptions to your Amazon Business Account

Approval Workflows & Spend Controls

Amazon Business adds a layer of oversight to the purchasing process. Account administrators can add purchasing approvals to their accounts. Set individual spending limits to better manage your organization's purchasing on Amazon.

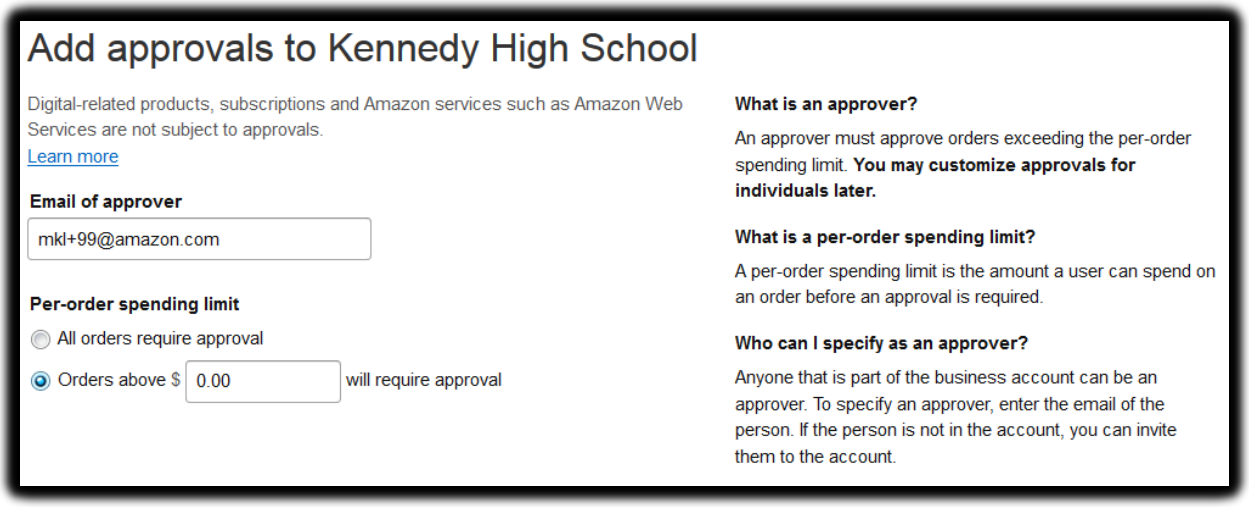


Figure 7 - Add Approval Workflows to your Amazon Business Account

The Amazon Business Marketplace helps organizations reduce procurement costs, enables transparency across multiple third-party sellers, and gives organizations access to greater selection and dynamic marketplace pricing. In addition, the organization-friendly features available on Amazon Business provide companies control over purchasing authority and insightful information about their organization's purchasing trends.

by 3M
3M 88 Electrical Tape, .75-Inch by 66-Foot by .0085-Inch
See all 8 in this Product Family
125 customer reviews
Price: $7.49 & FREE Shipping
In Stock.
Business Seller · Ships from and sold by MAGELLAN DISTRIBUTION CORPORATION.
Veteran-Owned Small Business
See more
Estimated Delivery Date: June 11 - 15 when you choose Standard at checkout.

Product Specifications

Color	Black
EAN	0054007061434
Number of Items	1
UPC	054007061434

Specification for this product family (See all 8 products)

Figure 8 - View information on third-party sellers such as 18 different diversity and quality credentials

Business Pricing

The Amazon Business Marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for business, including public sector entities like PWCPS. Registered customers will see exclusive prices on a growing selection of items. Amazon Business offers business pricing or quantity discounts on more than 7 million items.

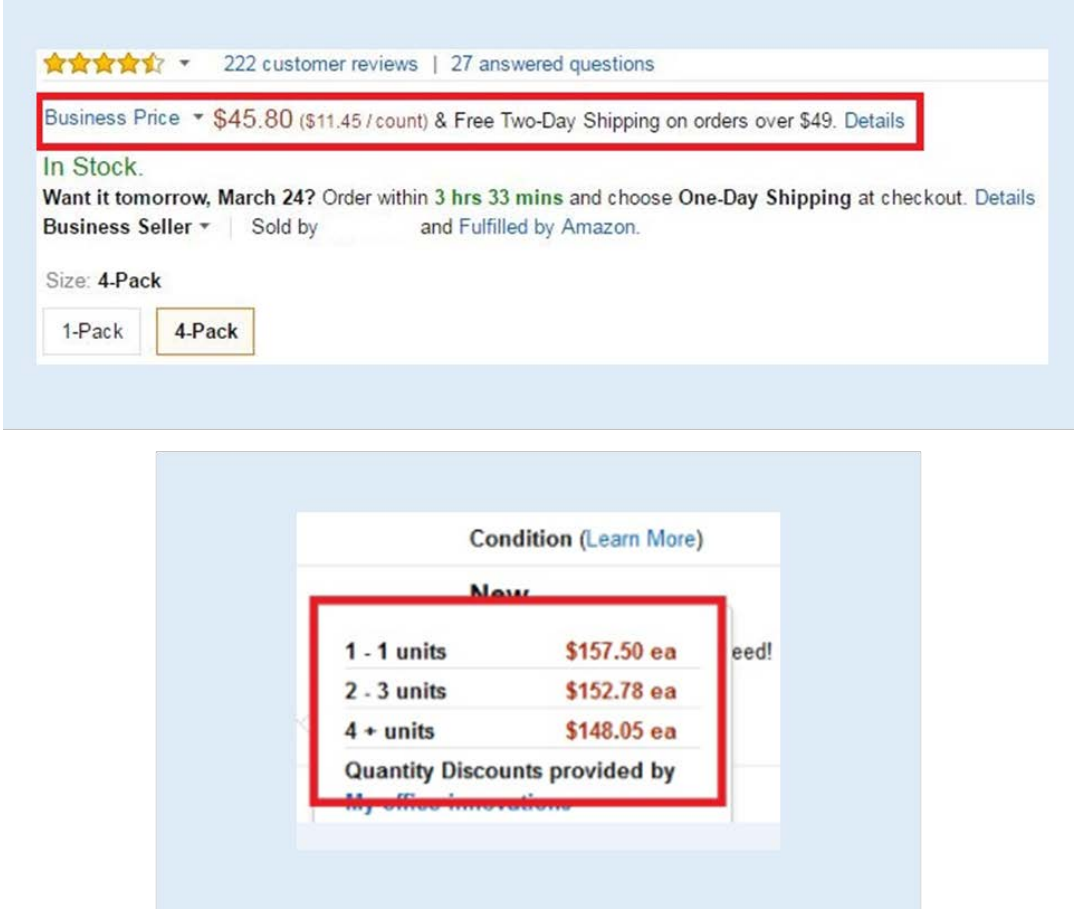


Figure 9 - View discounts only available to Business customers

FREE Two-Day Shipping

With FREE Two-Day Shipping on qualifying orders of $49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping.

Order Tracking

Amazon Business allows you to use your purchase order numbers or reference text to improve recordkeeping. We also make it easy to track your shipments, by providing estimated delivery dates for all items in your order.

Amazon Business for Purchasing Systems

Shop on Amazon Business with the controls and oversight provided by your company's purchasing system. Amazon Business is now integrated for punch-out with more than

30 purchasing systems including SciQuest, Coupa, Ariba, Skyward, ESM, Equal Level, Tyler Munis, and more.

Amazon Business Analytics

Customers can use our analytics dashboard to track and monitor spending on Amazon Business with dynamic charts and data tables. We make it easy to analyze spend by individual users, groups, or your whole organization. Amazon Business Analytics enable customers to:

- Aggregate your purchases to compare and track spend over time
- Organize data by applying additional filters
- Utilize the table view to get details behind graphical summaries
- Customize table view to reflect only desired attributes
- Create & save report templates for fast and easy future reference

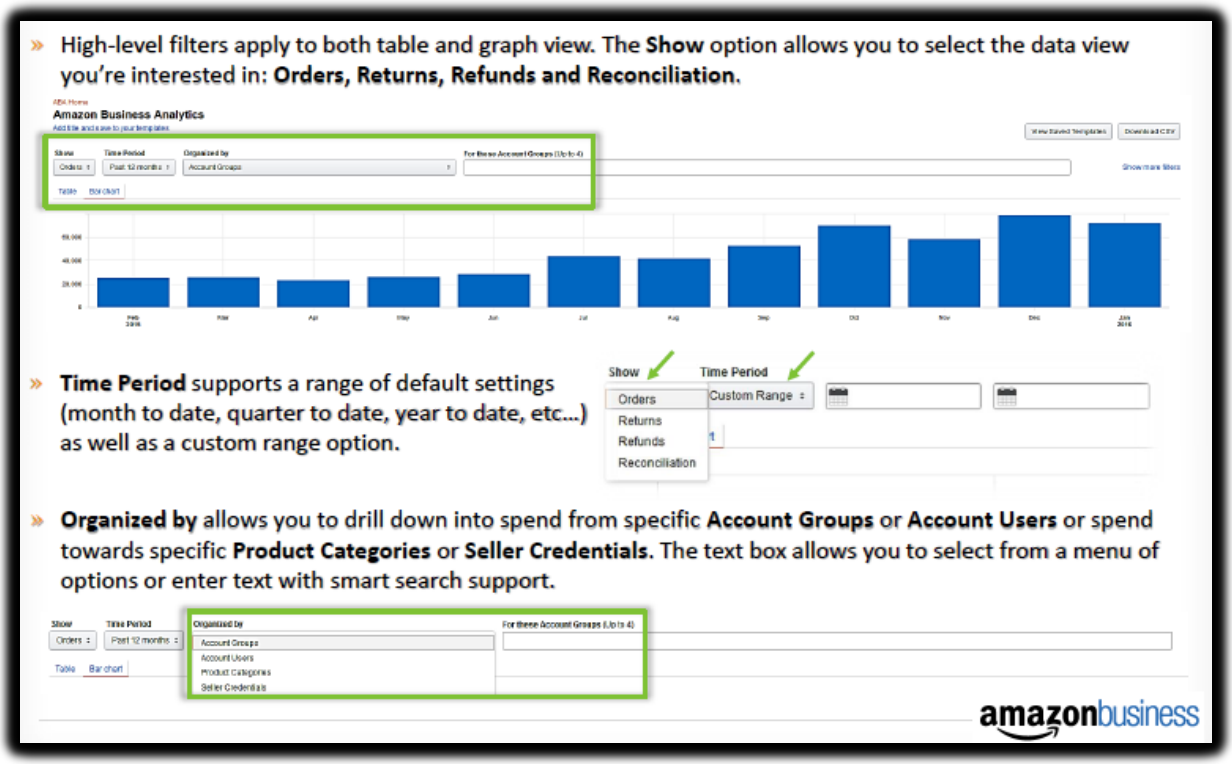


Figure 10 - Analyze spend using Amazon Business Analytics

4.2 Pricing Instructions

4.2.1. All offerors must provide pricing based on their marketplace model.

The Amazon Business dynamic pricing model simplifies the purchasing process while increasing cost savings considerations, and allows users to take advantage of Amazon's wide selection and competitive pricing.

- **Competitive Pricing** - The Amazon Business Marketplace empowers customers by providing transparency of price, delivery options, product rating and third-party seller ratings. The marketplace creates a level playing field of third-party sellers, giving end users access to hundreds of millions of products, with price competition that lets customers know they are getting the right product at the right price.

- **Price Comparisons** - The Amazon Business Marketplace eliminates the need to visit multiple stores or websites for competitive bids. One search in the Amazon Business Marketplace provides access to a multitude of third-party sellers competing for your business, reducing cost and procurement complexity. Product offerings from third-party sellers are presented alongside Amazon's product offerings. By viewing Amazon product offerings alongside third-party offerings, customers are able to select and order goods based on the best price, shipping and seller preferences (and other criteria).

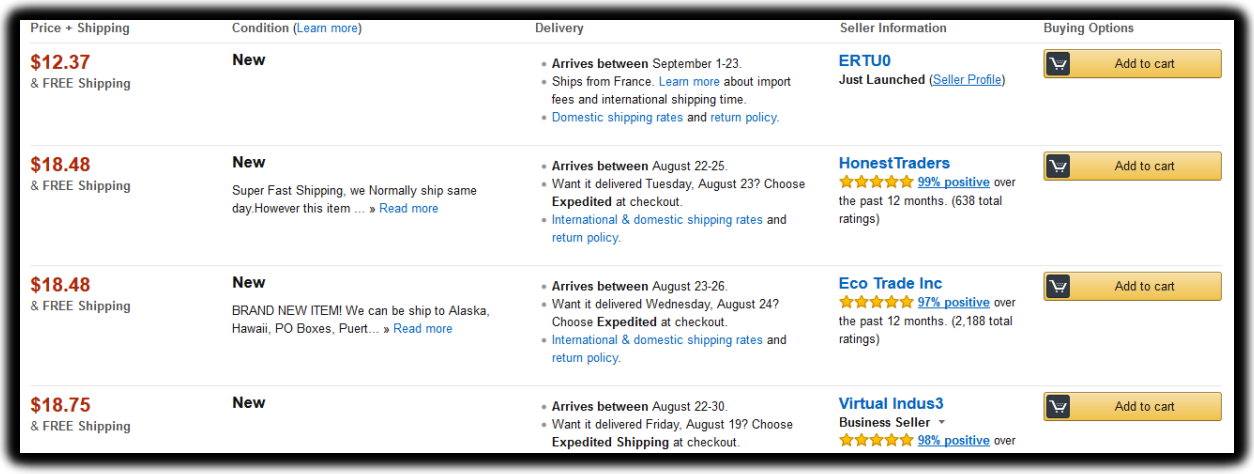


Figure 11 - View and compare products and pricing

- **Organization & Quantity Discounts** – Amazon Business' marketplace already makes it easy to compare prices and find the best deals. Now we've made it easy for suppliers to provide discounts just for organizations. Registered customers will see exclusive prices on a growing selection of items. Amazon Business offers organization pricing or quantity discounts on more than 7 million items.

To view our current pricing, please use the following login:

Step 1. Navigate to www.amazon.com/business and click Sign-In.

Step 2. Enter mkl+pwcps@amazon.com. The password is amazon.

4.2.2. Provide offerors proposed shipping methods.

The Amazon Business Marketplace will utilize the same Amazon fulfillment network that supports Amazon's consumer Marketplace. Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees. Also see below information on Fulfillment by Amazon.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

Exclusively for Amazon Business customers, we offer Pallet Delivery where a customer can receive their large orders on one or more pallets rather than in potentially hundreds of separate boxes.

Previously, a 1000 unit order delivered in 100 boxes in a single delivery would have resulted in:

- 100 individual boxes, difficult to manage and keep track of in a busy receiving dock
- 100 credit card charges and 100 shipping confirmation e-mails
- 100 different shipment tracking pages, one for each package tracking ID

Now, the customer experience is improved in the following ways:

- Consolidated pallets delivered to the customer's receiving dock
- One credit card charge and one shipping confirmation e-mail
- One shipment tracking page to visit to track the entire delivery

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Sellers from around the world use FBA to ship to 185 countries.

With FREE Two-Day Shipping on qualifying orders of $49 or more, Amazon Business keeps your organization agile with our fast, free, reliable shipping. You can schedule unlimited deliveries on more than 20 million eligible items.

4.3 Significant Tasks Not Listed

4.3. Offerors are highly encouraged to include in their proposal a description of any significant task not listed in the Scope of Services which they know to be necessary under the proposed contract.

There are no significant tasks not listed in the Scope of Services.

4.4 Innovation

Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the ON-LINE MARKETPLACE FOR THE PURCHASES OF PRODUCTS AND SERVICES is encouraged.

Innovation is in Amazon's DNA. We work directly with customers to ensure that our innovation is driven by customer demand. This external awareness ensures that Amazon is not limited by a "not invented here" attitude. We continuously evolve and improve our existing services, and are constantly adding new features and services. Some of Amazon's market leading Marketplace-related innovations are listed below.

4.4.1 Amazon Marketplace

Selling on the Amazon Marketplace enables individuals and businesses of all sizes to reach hundreds of millions of customers instantly when they sell their products on Amazon. Third-party sellers on Amazon can list their products with no listing fee and have their products featured right alongside items carried by Amazon. Marketplace's early days were not easy. First, we launched Amazon Auctions. Not many customers came. Auctions transformed into zShops, which was basically a fixed price version of Auctions. Again, no customers. But then we morphed zShops into Marketplace. Internally, Marketplace was known as SDP for Single Detail Page. The idea was to take our most valuable retail real estate—our product detail pages—and let third-party sellers compete against our own retail category managers. It was more convenient for customers, and within a year, it accounted for 5% of units. Today, more than 40% of our units are sold by third-party sellers worldwide. Customers ordered more than two billion units from third-party sellers in 2014.

4.4.2 Amazon Prime

In February 2005, Amazon launched Amazon Prime—an all-you-can-eat express shipping membership program for about a million products. Our vision was that fast delivery should be an everyday experience—rather than an occasional indulgence. With Prime, we introduced three things: first—we sped things up byoffering two-day shipping at a time when most customers expected to pay for 4-6 business days; second—we made two-day shipping predictable and guaranteed; third—we made it unlimited, all-you-can-eat with a single annual membership. In its first year, we gave up many millions of dollars in shipping revenue, and there was no simple math to show that it would be worth it. Amazon Prime has continued to be a hit with members. Members love Amazon Prime—it is one of the world's most popular subscription services—with a 50% increase in members globally in 2014. Tens of millions of Prime members enjoy fast, free unlimited shipping on more than 30 million items, as well as unlimited streaming of tens of thousands of movies and TV episodes, more than one million songs—and thousands of playlists and stations with Prime Music, early access to select Lightning Deals all year long, free secure, unlimited photo storage in Amazon Cloud Drive with Prime Photozone and one free pre-released book a month with Kindle First. Prime isn't done improving on its original fast, free shipping promise either. Members in more than 1,000 cities and towns also receive unlimited Free Same-Day Delivery on more than a million items. In addition, Prime members in more than 29 cities across the U.S. receive one and two hour delivery on a selection of tens of thousands of items through Prime Now.

4.4.3 Prime Now

In December 2014, Amazon launched Prime Now in parts of Manhattan—and has since expanded to cities across the United States as well as London. Available to Prime members through a mobile app, Prime Now means customers can get tens of thousands of products like paper towels, shampoo, books, toys, big-screen televisions and batteries delivered right to their door in an hour or less. And in Manhattan, Amazon has expanded the offering to include one-hour delivery from local stores offering items such as groceries, prepared meals and baked goods from D'Agostino, Gourmet Garage and Billy's Bakery. Prime Now relies on Amazon's growing network of fulfillment centers, which use high-end technology to speed up delivery times for customers. A portion of Amazon's new building on 34th Street in Manhattan serves as a hub for delivery of Prime Now orders in New York.

4.4.4 Fulfillment by Amazon

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers and more than 15 sort centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by third-party sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Third-party sellers from around the world use FBA to ship to 185 countries. In a 2014 survey, 71% of FBA respondents reported that their unit sales increased on Amazon more than 20% since joining FBA. And third-party sellers keep joining FBA—in 2014, the number of sellers on Amazon adopting FBA to help scale their businesses grew more than 65% year-over-year worldwide. FBA units shipped worldwide grew more than 50% year-over-year during the 2014 holiday season.

4.4.5 Amazon Launchpad

Introduced in 2015, Amazon Launchpad is a relatively new program that makes it easy for startups to launch, market, and distribute their products to hundreds of millions of Amazon customers across the globe. Since launching a year ago, Amazon Launchpad has worked with over 100 leading venture capital firms, startup accelerators, and crowd-funding platforms to help more than 1,000 startups launch products in the U.S.,U.K., China, Germany, and France. The program offers a streamlined onboarding experience, custom product pages, a comprehensive marketing package, and access to Amazon’s global fulfillment network, all geared toward helping startups successfully launch their innovations and share their stories. With Amazon Launchpad, startups can overcome many of the challenges associated with launching new products by using Amazon’s retail expertise and infrastructure to create awareness and drive sales.

4.4.6 Prime Air

Amazon Prime Air is a future delivery system that will get packages to customers in 30 minutes or less using small unmanned aerial vehicles. With Prime Air, we're developing a system that is safe, environmentally sound and enhances the services we already provide to millions of customers. Today, we are rapidly experimenting and iterating on Prime Air inside our next generation research and development labs, working to make our vision a reality. It may sound like science fiction, but it's real. Putting the system into service will take some time, but one day, seeing Prime Air vehicles will be as normal as seeing mail trucks on the road.

4.4.7 Amazon One

Amazon One, a Boeing 767-300, is our first ever Amazon branded plane which will serve customers by adding capacity to support one and two day package delivery in the US. Adding capacity for Prime members by developing a dedicated air cargo network ensures there is enough available capacity to provide customers with great selection, low prices and incredible shipping speeds for years to come. Over the next couple of years, we'll roll out 40 planes just like this one.

4.4.8 Customer Reviews

Customer reviews were one of our earliest innovations, and many people thought we were nuts. Why would letting people post negative reviews help us sell those products? Because we're in the business of helping customers make better purchase decisions.

Today, customer reviews are a critical part of Amazon. Every day, customers from around the world take to Amazon to write reviews—customers can now upload images, answer other customers' questions about a product and rate one another's reviews—and customers use these reviews to inform their purchasing decisions. Here are a few that made us laugh.

4.4.9 1-Click

In 1997, Amazon launched 1-Click, an innovation that gives customers the ability to make purchases on the Web with just one click of the mouse—no more entering the same information over and over again for each purchase. 1-Click was a first-of-its-kind approach to retail. Before, customers had to re-enter their payment information—even on sites they regularly used—to complete a purchase. 1-Click eliminated this redundancy, making customers' shopping experiences easier and more seamless. It became a new standard for ease of buying on or off the Web.

4.4.10 Dash Button

Launched in March 2015, Dash Button is Amazon's 1-Click ordering brought into the home. It's a service designed to eliminate those moments you realize you forgot to order a frequently-used household item—things like laundry detergent, dog food, diapers, trash bags, and coffee. With a single push of the button, Dash Button automatically places your order. In creating Dash Button, we wanted to give customers more options and to make life a little easier.

4.4.11 Frustration-Free Packaging

We've all had wrap rage from going head-to-head with impossible-to-open packaging. So in 2008 we set out to solve the problem. "Frustration-Free Packaging" was designed to make it easier for customers to liberate products from their packages. We started small with just 19 of the worst offenders—products enclosed in hard plastic cases known as "clamshells" and those secured with plastic-coated wire ties, commonly used in toy packaging.

After smoothing out the kinks and broadening the program, Frustration-Free Packaging has grown to over 400,000 products. And we're happy to report that our customers no longer have wrap rage. What's more, Frustration-Free Packaging has helped the planet by reducing over 50 million pounds of excess packaging to date.

We've heard a lot of feedback from our customers like this:

- *"The old frustration full packaging took scissors and blood and sweat to open. The new way is perfect! Pull cardboard tab, open envelope, memory card in hand."*
- *"I am a huge fan of Amazon Frustration Free Packaging ... Thank you for offering packaging that allows me to access my purchases without endangering myself."*
- *"This was the best packaged item I've ever received from Amazon. No extra box, no frills. Just stick the sticker on the box and go. Way to be sustainable folks!"*

4.4.12 Kaizen & Defect Reduction

We continuously work to streamline our processes and eliminate defects. Doing so drives a better customer experience, including faster delivery and lower costs that enable lower prices for customers. We use many systematic methods to make work processes easier and more efficient, including the "Kaizen" program, named for the Japanese term meaning "change for the better." Through the Kaizen program, employees participate in small teams to identify waste and streamline processes. In 2015, more than 1,100 associates participated in 450-plus Kaizen activities. For example, a Kaizen team at one of Amazon’s Phoenix fulfillment centers set benchmark standards for the Box-On-Demand (BOD) process across the network for buildings that handle large-sized customer orders. The new process established staffing standards, created a baseline station design and reconfigured the production area. As a result, custom packaging productivity increased and resulted in an annual savings of six million dollars.

4.4.13 AmazonFresh

Launched in Seattle in 2007, AmazonFresh allows customers to combine grocery and other shopping into one seamless experience that easily fits into their routines and improves their busy lives. Customers can order from more than 500,000 items for same-day and early morning delivery, including everything from fresh groceries and prepared meals to toys, electronics, household goods, and more

Our goal is to help busy families do their weekly grocery shopping in the most convenient way possible. With 24/7 mobile and web shopping, we meet them where they already are—online at home, at work, on a plane or waiting for their kids after soccer practice. We believe the ability to place an order after dinner to be delivered before breakfast the next day is a great benefit for busy parents and professionals.

4.4.14 Amazon Echo and Alexa

In 2014, Amazon introduced Echo, a new category of device designed around your voice. It is hands-free and always on—you can ask Echo for information, music, news, sports scores, and weather from across the room and get results or answers instantly. Echo leverages Amazon Web Services to continue to learn and add functionality over time.

Tucked under Echo's light ring are seven microphones. These sensors use beam-forming technology to hear you from any direction, even when Echo is playing music. Echo uses on-device keyword spotting to detect the wake word. When Echo detects the wake word, it lights up and streams audio to the cloud, using AWS to recognize and respond to your request. Importantly, you can ask Alexa (the AWS Cloud-based voice service that powers Amazon Echo) to order select Prime-eligible products from the Prime catalog or from your order history.

4.4.15 Amazon Web Services

Amazon built AWS and became one of its biggest customers because we wanted to move faster. Before AWS, we had teams working on new ideas for the business and we found that they kept reinventing the wheel. Some of these teams were spending up to 70% of their time re-creating technology infrastructure—things like a web scale database, storage, queuing service, and other capabilities that we already had in use in other areas of the business. Not only was this extremely time consuming work for the teams, it was time that they weren't focused on delivering for customers. They were spending the majority of their time on the undifferentiating parts of the infrastructure required to make the idea work. That just seemed backwards to us.

With AWS, Amazon teams can focus on their ideas—instantly spinning up an experiment of just about any size on-demand, without upfront capital expenditure. And they can spin it down just as quickly to re-tool if they need to, then do it all over again. That kind of experimentation loop can really pay off—particularly for large-scale innovations—when you move rapidly, experiment more, and lower the cost of failure.

As an idea of how AWS innovations directly improve customer experience on Amazon Marketplace, see how the below information regarding how AWS seamlessly scales to accommodate the massive increase of traffic during Amazon’s PRIME Day.

- Amazon Mobile Analytics events increased 1,661% on PRIME Day compared to the same day the previous week.
- Amazon’s use of Amazon CloudWatch metrics increased 400% worldwide on PRIME Day, compared to the same day the previous week.

- Amazon DynamoDB served over 56 billion extra requests worldwide on PRIME Day compared to the same day the previous week.

4.5 Time Line

Offeror shall provide a time line and schedule for completion of this project, highlighting critical points in the process.

Table 12- Proposed Timeline

#	Action	Target Completion After Award
1	Initial Kickoff to Discuss Expectations, Roles, and Responsibilities	Week 1
2	Identify Program Contact Requirements including Supplier Contact Details	Week 1
3	Review Project Plan including Contract Launch Date & Commitments	Week 2
4	Complete Supplier Setup Form, Identify Training Dates	Week 2
5	Marketing Kickoff to Review Launch Deliverables including Microsite	Week 2
6	Senior Management Status Meeting to Review Contract Launch Status	Week 4
7	Review Joint Target Opportunities	Week 5
8	Upload Content to Amazon Website	Week 5
9	Sales Training & Communication	Week 6 &7
10	Contract Launch	Week 8

5.0 Supplier Information (Tab 5)

5.1 Supplier Qualifications

a. Supplier Qualifications (Ref. pages 30-34): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.

Amazon has read and understands that the Supplier Qualifications is an opportunity to provide maximum benefit to both U.S. Communities and Participating Public Agencies. If Amazon is awarded this contract, we will discuss the acceptance of the Supplier Commitments directly with U.S. Communities.

5.2 Supplier Worksheet for National Program Consideration

b. Offeror shall provide a completed and signed Supplier Worksheet for National Program Consideration (Ref. page 35).

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES X NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?
YES *NO X
(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.) **We can provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska. We cannot provide service to Hawaii , Maine, Vermont and Iowa.**

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES X *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
_____ Sales between $50,000,001 and $100,000,000
X Sales greater than $100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES X NO____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES X NO____

G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES X NO____

H. Will your company commit to the following program implementation schedule?
YES X NO____

I. Will the U.S. Communities program contract be your featured public offering to Participating Public Agencies?
YES X NO_____

Submitted by:

Prentis Wilson	Prentis Wilson
(Printed Name)	*(Signature)*
Vice President, Amazon Business	Oct 6, 2016
(Title)	*(Date)*

5.3 Supplier Information

c. Supplier Information (Ref. pages 37-40).

5.3.1 Company

1. Provide the total number and location of sales persons employed by your company in the United States

Currently, Amazon Business has three sales offices (Seattle, Boston, Detroit) but the capability to call on Participating Public Agencies in 35 states.

2. Number and location of distribution outlets in the United States (if applicable);

Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees.

3. Number and location of support centers (if applicable);

This is not applicable.

4. Annual sales for 2013, 2014 and 2015 in the United States; Sales reporting should be segmented into the following categories:
Cities
Counties
K-12 (Public/Private)
Higher Education (Public/Private)
States
Other Public Sector and Non profits
Federal
Private Sector

Amazon Business does not report this information separately from the larger Amazon.com marketplace or in these breakdowns. North American sales revenue, not including Amazon Web Services, for the prior three years is presented in **Table 13**.

Table 13 - Amazon.com Inc. Revenue

YEAR	NORTH AMERICA NET SALES
2013	$ 41.4 B
2014	$ 50.8 B
2015	$ 63.7 B

5. Submit your current Federal Identification Number and latest Dun & Bradstreet report

Tax ID number is 82-0544687
DUNS number is 142137640.

Please see **Tab 13.0** for a current Dun & Bradstreet report.

5.3.2 Distribution

1. Describe how your company proposes to distribute the Products nationwide

Amazon Business Marketplace will utilize the same Amazon fulfillment network that supports Amazon's Marketplace. Amazon's U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees. Also see information on Fulfillment by Amazon under #2 below.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

Exclusively for Amazon Business customers, we now offer Pallet Delivery where a customer can receive their large orders on one or more pallets rather than in potentially hundreds of separate boxes.

Previously, a 1000 unit order delivered in 100 boxes in a single delivery would have resulted in:

- 100 individual boxes, difficult to manage and keep track of in a busy receiving dock
- 100 credit card charges and 100 shipping confirmation e-mails
- 100 different shipment tracking pages, one for each package tracking ID

Now, the customer experience is improved in the following ways:

- Consolidated pallets delivered to the customer's receiving dock
- One credit card charge and one shipping confirmation e-mail
- One shipment tracking page to visit to track the entire delivery

2. Identify other companies that will be involved in processing, handling or shipping the Product to the end user.

Launched in 2006, Fulfillment by Amazon (FBA) is now used by millions of third-party sellers around the world. FBA enables third-party sellers to use Amazon's fulfillment network—more than 100 fulfillment centers around the world, staffed by thousands of Amazon employees—to store, pack and ship their products directly to customers while offering Amazon Prime benefits, free shipping, simple exporting to customers around the world, streamlined cross-border trade, easy returns and Amazon customer service.

FBA is used by third-party sellers of all sizes in more than 100 countries, and allows businesses to take advantage of Amazon's fulfillment services and focus their efforts on growing their business. Third-party sellers from around the world use FBA to ship to 185 countries.

Amazon leverages multiple shipments organizations including USPS, UPS, and FedEx to delivery packages to customers.

3. State the effectiveness of the proposed distribution in providing the lowest cost to the end user.

We continuously work to streamline our processes and eliminate defects. Doing so drives a better customer experience, including faster delivery and lower costs that enable lower prices for customers. We use many systematic methods to make work processes easier and more efficient, including the "Kaizen" program, named for the Japanese term meaning "change for the better." Through the Kaizen program, employees participate in small teams to identify waste and streamline processes. In 2015, more than 1,100 associates participated in 450-plus Kaizen activities. For example, a Kaizen team at one of Amazon's Phoenix fulfillment centers set benchmark standards for the Box-On-Demand (BOD) process across the network for buildings that handle large-sized customer orders. The new process established staffing standards, created a baseline station design and reconfigured the production area. As a result, custom packaging productivity increased and resulted in an annual savings of six million dollars.

We strive for continuous improvement, and we understand that our progress depends on good execution and good judgment from thousands of employees. Amazon has a culture of innovating on behalf of customers, and our operations teams focus on our fulfillment centers and core supply chain processes, creating the capabilities required to enable the world's largest selection with fast free shipping for Prime members.

However, we see the same opportunity to innovate in transportation. Amazon One is our latest innovation in transportation, a Boeing 767-300 that is our first ever Amazon branded plane which will serve customers by adding capacity to support one and two day package delivery in the US. Adding capacity by developing a dedicated air cargo network ensures there is enough available capacity to provide customers with great selection, low prices and incredible shipping speeds for years to come. Over the next couple of years, Amazon will roll out 40 planes to build an even faster and more cost-effective fulfillment network.

Distribution extends to packaging, and we continually strive to optimize the overall customer packaging experience. This includes driving improvements in the sustainability of packaging across Amazon's supply chain, starting with our own packaging and our own operations.

About 25 million times a year, customers write to tell us they love how their products have been packaged – sending us pictures and stories that our packaging and fulfillment center teams love to hear. They also tell us when our packaging hasn't worked – when their products were damaged, when the box used was too big, or just too hard to open. This informs our worldwide packaging team and allows us and our vendors to make improvements. If it's serious enough, their feedback can automatically pull what we call "the Andon cord" to prevent a product from disappointing another customer.

We continue to pursue multi-year waste reduction initiatives – e-commerce ready packaging and Amazon Frustration-Free Packaging – to promote easy-to-open, 100%

recyclable packaging and to ship products in their own packages without additional shipping boxes. Such efforts also seek to eliminate hard plastic “clamshell” cases and the plastic-coated wire ties commonly used in toy packaging. These initiatives have grown to include more than 1.2 million products over time and have eliminated more than 36,000 tons of excess packaging just in 2015.

If executed well, our innovations will also help us to:

- Reduce prep, packing material and shipping supplies;
- Reduce our operational costs by increasing the use of recycled materials
- Increase the overall density of the packages we ship – good for transportation savings and less waste for our customers; and
- Reduce the things that get damaged in transit and eliminate wasted packaging.

4. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

Amazon’s U.S. fulfillment network includes more than 50 fulfillment centers, over 23 sortation centers, and more than 90,000 full-time Amazon employees.

5. If applicable, describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Third-party sellers selling on Amazon are able to be recognized for Quality, Diversity & Ownership credentials. Amazon does not provide assistance to obtain credentials, nor is Amazon a certifying body. Third-party sellers determine their own eligibility for a credential and are solely responsible for obtaining the appropriate supporting documentation, depending on the credential. Credentials are recognized or awarded by third parties. Amazon displays seller credentials because business customers have told us they are valuable in their purchasing decision.

Amazon recognizes the following credentials:

Quality Credentials

- ISO 9001 - Quality Management Systems
- ISO 13485 – Medical Devices Standards
- ISO 14001 - Environmental Management Systems
- ISO 22000 / HAACP - Food Quality Standards
- ISO/TS 16949 - Quality Management Systems - Automotive
- AS 9100 - Quality Systems - Aerospace
- AS 9120 - Quality Systems - Aerospace- Distributors

Diversity & Ownership Credentials

- Small Business
- LGBT Business Enterprise
- Minority Owned Business
- Women Business Enterprise
- Woman-Owned Small Business
- Economically Disadvantaged Women-Owned Small Business
- SBA-Certified Small Disadvantaged Business
- SBA-Certified HUB Zone Firm
- SBA-Certified 8(a)Firm
- Veteran-Owned Small Business
- Service Disabled Veteran-Owned Small Business

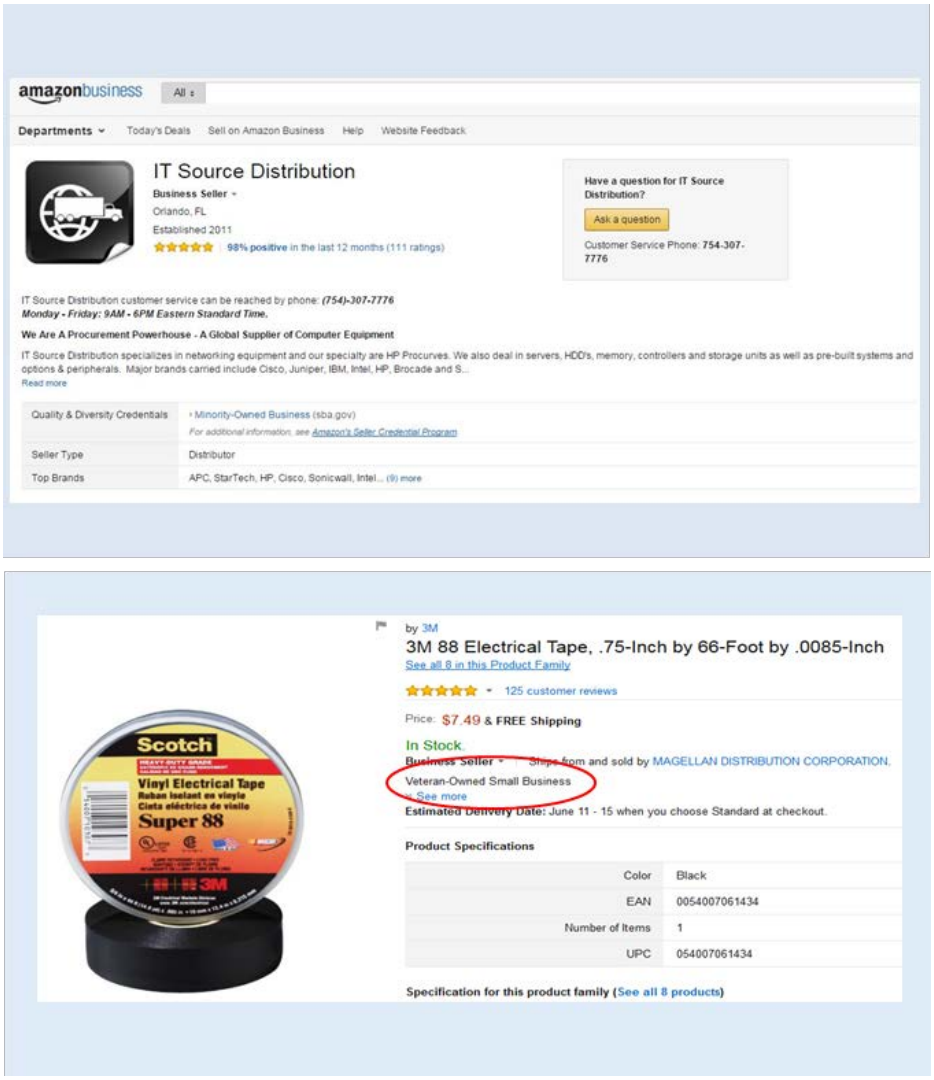


Figure 12 - View information on third-party sellers such as 18 different diversity and quality credentials

Here is a link for up-to-date details on Amazon's Seller Credential Program: https://www.amazon.com/gp/help/customer/display.html/ref=hp_left_v4_sib?ie=UTF8&nodeId=201715970

5.3.3 Marketing

1. Outline your company's plan for marketing the Products to State and local government agencies nationwide.

In 2016 Amazon Business will attend several procurement events targeted at education and government agencies in an effort to reach thousands of purchasing administrators, buying influencers, and buying decision makers. For example, Amazon Business attended 5 national events including ASBO, NAEP, NACUBO, FETC, and NIGP Annual Meetings. We also attended or plan to attend more than 20 local, state, and regional conferences. In addition to exhibiting or sponsoring specific events, Amazon Business is also submitting proposals to public agencies. This approach encourages Amazon Business Public Sector existing customers to share best practices rather than traditional commercial sales approaches. The benefit is both acquisition of new customers and increasing spend from existing customers.

a) Amazon Business Marketing Collateral. Amazon Business shall work with U.S. Communities to create a one (1) page marketing collateral document demonstrating the benefits of the Master Agreement for use by Amazon's public sector sales force personnel.

b) Sales and Marketing Events. Amazon Business will display the U.S. Communities placard when exhibiting at tradeshows sponsored by U.S. Communities. Supplier shall provide a subject matter expert and content for at least two (2) annual webinars hosted by U.S. Communities.

c) Tradeshows and Annual U.S. Communities Event. Amazon Business shall send two (2) public sector sales force personnel to U.S. Communities' annual conference.

d) National Institute of Government Purchasing ("NIGP") Forum. Amazon Business will attend and participate as an exhibitor in the NIGP Forum (with, at a minimum, a 10x10 booth space) each year the Master Agreement is in effect.

e) Solution-Based Marketing. Amazon Business shall identify the email campaigns provided by U.S. Communities in which Amazon Business will participate and will provide supporting content by published deadlines.

f) Strategic Marketing Support. Amazon Business marketing team will meet with U.S Communities' marketing team to discuss promotions and other campaigns and identify plans and opportunities to push activities out to Participating Public Agencies and webpage visitors.

g) Contract Launch. Amazon Business shall support U.S. Communities' comprehensive marketing plan in support of the Master Agreement by completing the following tasks:

(i) Amazon Business shall participate in weekly calls with U.S. Communities for six to eight (6-8) weeks to ensure all marketing tasks are completed by launch date.

(ii) Amazon Business shall provide a subject matter expert for the two launch webinars hosted by U.S. Communities to promote the Master Agreement.

(iii) Amazon Business shall prepare a press release to be posted on U.S. Communities' website and provided to Penton media for announcement in the Coop Solutions newsletter.

(iv) Amazon Business shall provide U.S. Communities with its logo pursuant to Section XX of the Administration Agreement.

(v) Amazon Business shall provide content to U.S. Communities for the microsite to be created on U.S. Communities' website.

(vi) Search Engine Optimization – Amazon Business will work with U.S. Communities to optimize content on U.S. Communities' website for organic search results.

2. Explain how your company will educate its national sales force about the Master Agreement.

Amazon Business shall establish and implement a training program for its public sector sales force personnel on the Master Agreement and U.S. Communities program, and within one (1) month of the execution of the Master Agreement, will ensure that all Amazon Business public sector sales force personnel have completed such training. Thereafter, all new Amazon Business public sector sales force personnel will receive training on the Master Agreement and the U.S. Communities Program during new hire orientation. Supplier will cooperate with U.S. Communities on its training program by reviewing program content and/or developing program training materials. Amazon Business' public sector sales force personnel will be trained on presenting the Master Agreement, including presenting the Master Agreement as a featured offering to Public Agencies, and as appropriate, in response to Public Agency procurement solicitations.

3. Explain how your company will market and transition the Master Agreement into the Featured offering to Participating Public Agencies.

Dedicated U.S. Communities Web-Based Homepage. Amazon Business shall design and implement a dedicated U.S. Communities web-based homepage for the purpose of promoting the Master Agreement and on-boarding Participating Public Agencies. Amazon Business shall ensure that the dedicated U.S. Communities web-based homepage receives featured placement on the Amazon Business public sector landing

page (currently found at www.amazonbusiness.com/education). Amazon's dedicated U.S. Communities web-based homepage will contain the following:

(i) U.S. Communities standard logo with Founding Co-Sponsors logos;

(ii) Copy of original procurement solicitation;

(iii) Copy of Master Agreement including any amendments;

(iv) Summary of Products and Services pricing;

(v) Electronic link to U.S. Communities' online registration page;

(vi) A summary of Amazon Business features and benefits as described in the Master Agreement

(vii) A Registration Flow that will include:

- (A) A link for existing Amazon Business customers to become a U.S. Communities member;
- (B) A link for existing U.S. Communities' members to register for an Amazon Business account; and
- (C) A link for U.S. Communities members to opt-in to the Master Agreement;

(viii) An opt-in and verification process to use the U.S. Communities Master Agreement

- (A) Form will require Public Agencies to authenticate first as an Amazon Business customer;
- (B) Form will require Public Agency Name, Agency Type (Public Agency Address, Tax Identification Number, Contact Name, Contact Title, Contact Phone, Contact Email; and
- (C) Upon form submission, customer will be notified within five (5) business days to confirm program eligibility as a Participating Public Agency.

4. Explain how your company plans to market the Master Agreement to existing government customers and transition these customers to the Master Agreement.

Amazon Business shall design and implement a dedicated U.S. Communities web-based homepage for the purpose of promoting the Master Agreement and on-boarding existing government customers. The homepage will have a registration flow that will include a link for existing Amazon Business customers to become a U.S. Communities member.

Amazon Business shall proactively send email campaigns to existing customers following the contract launch.

5.3.4 Products, Services and Solutions

1. *Provide a description of the Products and Solutions to be provided by the major product categories set forth in Statement of Needs of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.*

Please refer to **Tab 4.0** (Statement of Needs).

2. *State your normal delivery time (in days) and any options for expediting delivery.*

Please refer to **Tab 4.0** (Statement of Needs).

3. *State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?*

There are times when products are out of stock but will be back in stock in a short period of time. In cases such as these, our customers may still order the item, and the item will be reserved for the customer against our incoming stock. This is what is known as a backorder. It is in the customer's best interest to place an item on backorder so when items come back into stock they will be the first to receive the items; this is our first-come-first serve policy. Occasionally backordered items are canceled by the manufacturer and may not be available - in this case you would be notified by our customer service department. You may cancel a backorder at any time prior to shipment by notifying our customer service department. Backordered items will not be charged to credit card orders until the item has shipped from our warehouse. However, any other form of payment will result in an immediate charge.

4. *State restocking fees and procedures for returning products.*

You can return many items sold on Amazon.com. When you return an item, you may see different return options depending on the seller, item, or reason for return.

To start a return on an item you ordered:

1. Go to the Online Returns Center. (https://www.amazon.com/returns)
2. **Follow the on-screen instructions to get a return mailing label and choose a return option.** Depending on the item's eligibility, you'll be able to choose one of the following options:
    - Refund
    - Replacement
    - Exchange

Note: Not all options will be available for all items. For items sold by an Amazon seller that aren't eligible for Amazon Prime from that seller, you will see Submit return request. The seller reviews the return request before issuing a refund or replacement. If you don't receive a response within two business days, you can submit an A-to-z Guarantee claim. For more information, go to A-to-z Guarantee Protection. (https://www.amazon.com/gp/help/customer/display.html?nodeId=537868)

When you return an item, your refund and how your refund is issued may differ based on the condition of the item, how long you've had the item and how the item was purchased. More information on your refunded any restocking fees can be found here: https://www.amazon.com/gp/help/customer/display.html/ref=help_search_1-1?ie=UTF8&nodeId=901926&qid=1471226377&sr=1-1

For more information, please visit https://www.amazon.com/returns/.

5. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

Exclusively for Amazon Business customers, we offer beta programs for customers to provide feedback on new features including Pay by Invoice, Catalog Curation, cXML Invoicing, and more.

6. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current.

There are hundreds of millions of products on Amazon Business Marketplace, and we're adding more business items and suppliers regularly. You can purchase these new items as soon as they are available on the Amazon Business Marketplace.

5.3.5 Quality

1. Describe your company's quality control processes.

Amazon's Inventory Control Quality Assurance (ICQA) process reports on how well we're following processes in our Fulfillment Centers (FCs) and Customer Service centers. We are extremely customer focused, and analyze root causes of defects to drive improvements.

The Operations ICQA team has two functions: inventory control (IC), which focuses on cycle-counting and related analysis/research to understand and correct any variances in our inventory, and quality assurance (QA), which audits how well we're sticking to agreed processes and highlights any discrepancies. This team also helps analyze customer-facing metrics.

2. Describe your problem escalation process.

Amazon Business provides a dedicated Customer Services team for organizations. Customers can contact Amazon Business Contact service by phone, email, or chat.

Amazon Business Customer Service may be reached by phone at **(866) 486-2360** Monday – Friday 8am – 10pm Eastern and Saturday & Sunday 8am – 5pm Eastern.

End Users can submit general feedback about the Amazon Business program, specific products or services by emailing the team directly amazonbusinessfeedback@amazon.com. The business team will review your feedback, but due to volume we will not be able to respond to all emails.

3. How are customer complaints measured and categorized? What processes are in place to know that a problem has been resolved?

Amazon Customer Service tracks all customer inquiries through an internal ticketing system where they are assigned a priority. Customer will receive notification from Customer Service once their problem has been resolved.

4. Describe any anticipated issues in servicing Participating Public Agencies and how you plan to manage these issues.

Amazon.com provides customer services to hundreds of millions of customers worldwide. We offer support by phone, email, and chat. Amazon Business customers benefit from a dedicated Customer Service team including Enterprise support for customer integrations with eProcurement systems (Punchout).

5. Describe and provide any product or service warranties.

You can return many items sold on Amazon.com. When you return an item, you may see different return options depending on the seller, item, or reason for return.

Amazon.com Return Policy - Items shipped from Amazon.com, including Warehouse Deals, can be returned within 30 days of receipt of shipment in most cases. Some products have different policies or requirements associated with them.

Amazon.com and Seller Returns Policies are available on the Amazon site. https://www.amazon.com/gp/help/customer/display.html?nodeId=15015721

5.3.6 Administration

1. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

What payment methods are available?

Payment methods, such as a debit or credit card, or Amazon line of credit, can be set up to support one or multiple people in a business. An Administrator can choose between individual or shared payment methods.

What payment options are available?

- Individual Payment Methods - Amazon Business accounts are automatically set up to support individual payment methods. All business-users will use their own payment methods & shipping addresses to place orders. Payment methods can be added or modified during checkout or in a business user's Account Settings. When the business is enabled with groups that use individual payment methods, Requisitioners must add and edit their payment methods and shipping addresses.

- Shared Payment Methods - At any time, the Administrator can edit the business or group (if enabled) to shared payment methods, which are available for all Requisitioners to use when placing an order. With shared payment methods, only administrators can edit shared payment methods and shipping addresses, and they can only be added and edited from the business settings page.

2. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

When a customer checks out and submits their order, the following process occurs:

1. Amazon Payments receives the order and authorizes the customer's payment method. Amazon Payments also sends an order confirmation email to the customer and sends a "Sold, Ship Now" email to the seller.

2. The seller views the order by using the *Manage Orders* feature in Seller Central *(Amazon Seller Account).*

3. The seller fulfills the order (pick, pack, and ship) using their own business processes. *(Note that if the seller is also using Fulfillment by Amazon – FBA – for orders, Amazon can be selected to fulfill orders.)*

4. Amazon Payments charges the customer for the order, sends the customer an email that the seller shipped the order, and disburses funds to the seller's account.

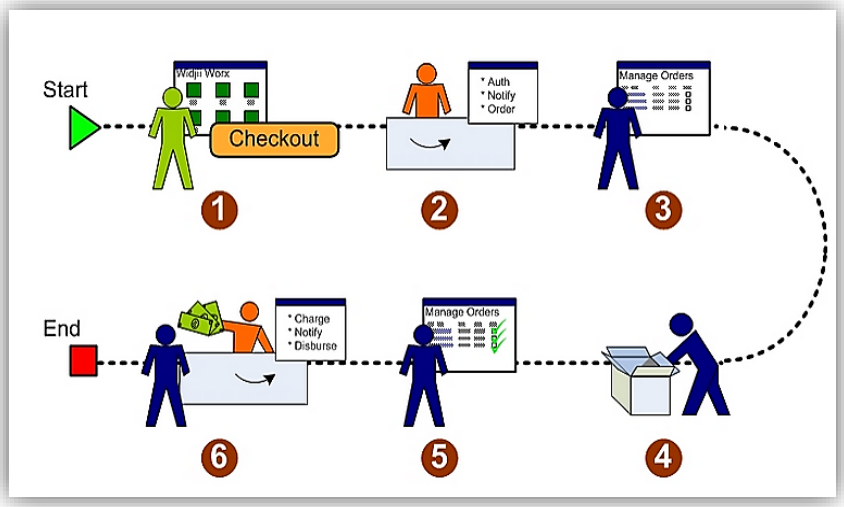


Figure 13 - Check-out and order fulfillment process

3. Describe your company's ecommerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP

provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Amazon Business PunchOut provides integration between a punchout user placing purchase requisitions on Amazon.com through their purchasing system, and order fulfillment by Amazon and its third-party sellers. With Amazon PunchOut, after the requisition is approved, Purchase Orders are sent to Amazon from a purchasing system such as Ariba, Coupa, or SciQuest (a full list of supported eProcurement systems are located in the hyperlink below). The purchasing system commonly supports accounts payable activities, workflow, and purchasing controls.

https://www.amazon.com/b2b/info/purchasing-system?layout=landing

Amazon Business PunchOut Customer Experience

The punchout process involves a few basic steps. An employer-designated punchout user selects Amazon Business in their purchasing system. Next, they shop on Amazon Business, add products to the Cart, and submit the Cart for order approval. With punchout, the order approval workflow occurs within the purchasing system.

After receiving the Cart, the purchasing system automatically creates a purchase order (PO) number based on the item and quantity in the Cart. Next, it sends the purchase order to Amazon through its technical systems. Amazon does not receive orders through email or FAX.

Note: The PO created at the Cart is not related to any existing form of PO that your business may use separately. Purchase orders created for fulfillment through Amazon PunchOut must consist solely of basic information regarding the products selected for purchase (e.g., quantity, product name). Amazon does not accept any additional terms, conditions, obligations or provisions that are different than those set forth in the Amazon Business Accounts Terms & Conditions, which govern your use of Business Accounts and Amazon PunchOut and which you agree to when you register your business with Amazon.

The PunchOut process involves a few basic steps:

Step 1: A punchout-user selects Amazon Business in their purchasing system.
Step 2: While shopping on Amazon, the punchout-user adds products to their cart.
Step 3: The punchout-user submits the Cart for approval.
Step 4: After receiving the Cart, the purchasing system automatically creates a purchase order (PO) number based on the item and quantity in the Cart.
Step 5: The purchasing system then sends the purchase order (PO) number to Amazon through its technical systems.

eProcurement Integration Case Study: Clark University

Objective: Clark University implemented SciQuest in 2013 to help manage and automate the purchasing and payment process. While SmartBuy Plus incorporated

several online catalogs for key vendors, purchasers were still buying a significant volume of items through Amazon using either personal or Clark-issued credit cards. This process was inefficient as it created additional reconciliation or reporting work for purchasers and it by-passed the eProcurement system that was in place to help manage the purchasing and approval process. Clark needed a way to shift that purchasing onto its eProcurement platform.

In March 2015 Paul Wykes, Clark's Business Manager, learned that the Amazon Business punch-out could be enabled on SciQuest. Paul hoped that Amazon punch-out would give faculty and staff one-stop access to the world's biggest online retailer through SmartBuy Plus. Through his SciQuest representative, he reached out to Amazon Business to learn more about the program. Clark registered for Amazon Business in April and went live with Amazon punch-out on May 1 with a pilot group of 20 users. Clark is using a shared corporate credit card to enable centralized billing.

In August, Clark University rolled out Amazon Business punch-out to all 150 purchasing system users. Clark distributed an email newsletter and informational sheet to users and added an Amazon Business logo to its SmartBuy login page.

Results: "Amazon was the most requested catalog from our end-users, so when it became available, it was a no-brainer," says Wykes, adding that faculty and staff value the ease of use, convenience, and selection. Wykes says Clark's Business and Financial Services Office likes the integration with its eProcurement system and spend controls.

Increasing the use of Clark's eProcurement system to purchase goods and services helps the university manage its expenses, lower administrative overhead, and ensure compliance with purchasing policies. Before Amazon Business punch-out, Clark struggled to balance the demands of faculty and staff with the goals of the business office. Clark believes Amazon will see more business as a result of the punch-out integration.

"It has increased the use of our eProcurement system," says Wykes. "Previously, many shoppers used Amazon but did it through other channels. We want to increase use of the eProcurement system and having Amazon as a punch-out catalog has been a big help in accomplishing that. It has increased utilization and lowered our administrative overhead."

4. *Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information and annual volume.*

None at this time for Amazon Business Marketplace.

5. *Describe the capacity of your company to report monthly sales under the Master Agreement by Participating Public Agency.*

Within sixty (60) days of the end of each calendar month, Amazon Business shall deliver to U.S. Communities an electronic accounting report summarizing all purchases made under the Master Agreement during such calendar month.

6. Describe the capacity of your company to provide management reports, i.e. commodity histories, procurement card histories, green spend, etc. for each Participating Public Agency.

Customers can use our analytics dashboard to track and monitor spending on Amazon Business with dynamic charts and data tables. We make it easy to analyze spend by individual users, groups, or your whole organization. Amazon Business Analytics enable customers to:

- Aggregate your purchases to compare and track spend over time
- Organize data by applying additional filters
- Utilize the table view to get details behind graphical summaries
- Customize table view to reflect only desired attributes
- Create & save report templates for fast and easy future reference

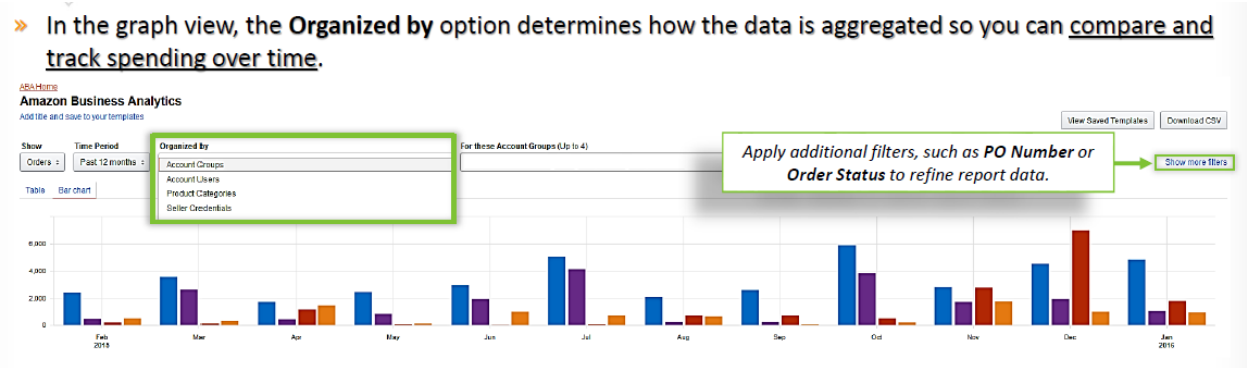


Figure 14 - Compare and Track Spending Over Time

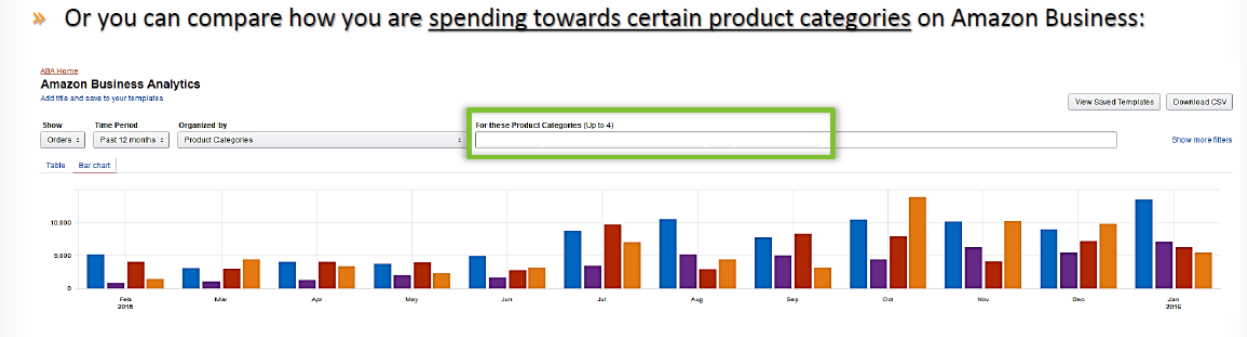


Figure 15 - Compare Spending on Product Categories

7. *Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.*

Leveraging the Amazon Business Marketplace with millions of third-party sellers, we are interested in working with Participating Public Agencies on developing tools that will create greater efficiencies in the bid/quotation process, increase transparency and buying power, improve contract compliance, and consolidate the administrative overhead of managing hundreds or thousands of individual suppliers. If given the opportunity, we look forward to discussing these improvements and alternatives with Prince William County Public Schools.

5.3.7 National Staffing Plan

1. *A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. At a minimum, this plan should include the following:*
   ***a**. Identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist along with the amount of time to be devoted to implementation*
   ***b**. Identify the key personnel who are to be engaged in this contract throughout the term of the contract and their relationship to the contracting organization;*

An Amazon Business General Manager for one of our Public Sector verticals (Education, Government, or Healthcare) will provide executive support for the program.

Lead Referrals - Amazon Business shall designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring follow-up by Amazon's staff to requests for contact from Participating Public Agencies. Amazon Business will follow-up on any leads routed through Amazon's lead referral contact person within five (5) business days of receiving a lead. Amazon Business will enable Participating Public Agencies to utilize the Master Agreement within five (5) business days from the time a Participating Public Agency completes Amazon's online registration form.

2. *Provide an organizational chart of your company.*

Amazon does not publish organization charts. Please see the Amazon 2015 Annual Report for a list of our officers and board members.

http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-reportsAnnual

3. *Submit the resumes of the below personnel:*
   a. *The person your company proposes to serve as the National Accounts Manager,*
   b. *Key executive personnel that will be supporting the program.*

Please see **Proprietary Information (Tab 7)** for this information.

5.3.8 Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

Please see **Section 4.4** Innovation.

6.0 References (Tab 6)

*The Offeror shall complete the Contractor Data Sheet **(Attachment A)**, to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and e-mail address of the contract administrator.*

ATTACHMENT A

Solicitation #R-TC-17006

CONTRACTOR DATA SHEET

1. QUALIFICATION OF OFFEROR: The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: 20 Years Months.

3. REFERENCES: Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference**.

1.	Customer Name: Gwinnett County Public Schools	Contact Name: Kevin Kriews	Contact Title: Assistant Director
Address: Gwinnett County Public Schools 437 Old Peachtree Road Suwanee, Ga 30024 E-mail: Kevin_Kriews@gwinnett.k12.ga.us			Phone No. 678-301-6287 Fax No. 678-301-6284

2.	Customer Name: Virginia Beach City Public Schools	Contact Name: Jodi Geary	Contact Title: Procurement Card Manager
Address: Virginia Beach City Public Schools Office of Purchasing Services 2512 George Mason Drive Virginia Beach, VA 23456 E-mail: Jodi.Geary@vbschools.com			Phone No. 757.263.1192 Fax No. 757.263.1147 Fax

3.	Customer Name: Houston Independent School District	Contact Name: Rick Gay	Contact Title: Chief Procurement Officer

Address: Houston Independent School District Hattie Mae White Educational Support Center 4400 West 18th Street Houston, TX 77092 E-mail: rgay@HoustonISD.org	Phone No. 713-556-6532 Fax No. 713-556-6564

7.0 Proprietary Information (Tab 7)

Any such information must be submitted under this tab. See Section 6.13 for additional information.

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8.0 Exceptions (Tab 8)

Any exceptions being taken to the RFP must be listed under this tab. See Section 6.15 for additional information.
6.15. Submission of Proposed Exceptions:
PWCS proposed contract documents and this Request for Proposals contain terms and conditions PWCS favors and intends to use for the resultant contract. ***If the Offeror wishes PWCS to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal.*** *Any contractor receiving a contract award shall be required to execute a contract in substantial compliance with PWCS standard contract and will be required to furnish all other required contract documents including tax identification or social security number within ten (10) days after receipt of notification that the contract is ready for signature; otherwise, PWCS may award the contract to another Offeror. See Section 6.17, Format and Content of Proposal, for specific instructions regarding the submission and identification of proposed exceptions.*

Amazon Services LLC takes the following exceptions:

- **Solicitation Document, Page 6, Participating Public Agencies**:
  Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

  Amazon reserves the right to limit participation under the Master Agreement to certain states.

- [redacted]

- **Section 5.2, Supplier Worksheet**:
  B. Does your company have the ability to provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska and Hawaii?

  As noted on the worksheet, we can provide service to any Participating Public Agencies in at least 35 states, and the ability to deliver service in Alaska. We cannot provide service to Public Agencies in Hawaii, Maine, Vermont and Iowa.

- [redacted]

- **Tab 11, Attachment C, Certificate of Compliance**:
  Page 15 of Solicitation, Section 10.1: *By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded and prior to Notice of Award, the Contractor must certify that neither the Contractor, any employee of the Contractor, nor any other person who will provide services under the Contract shall comply as outlined on Attachment C, page 26.*

  Amazon does not anticipate providing services requiring contact with students on school property, and therefore believes the Certificate of Compliance is inapplicable to the anticipated scope of this contract. If Amazon is awarded this contract, we will discuss applicability of this Certificate of Compliance.

- **Section 10.2, AUDIT**:
  The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by PWCS, whichever is sooner. PWCS, its authorized agents shall have full access to and the right to examine any of said material during said period.

  To the extent that you have questions about the data supplied by us in any accounting statements or reports, or the amount or calculation of amounts paid pursuant to this agreement, the parties will engage in good faith efforts to resolve such questions and, upon your reasonable request, we will furnish back-up documentation sufficient to verify the accuracy and completeness of such accounting statements or reports, and to demonstrate the manner in which the amounts were calculated.

- **Section 10.4, EXTRA CHARGES NOT ALLOWED:**
  The proposed prices shall be for the complete delivery ready for PWCS use, and shall include all applicable freight charges; extra charges will not be allowed for delivery to multiple locations.

  Shipping pricing will be clearly delineated on the website at the time of order.

- **Section 10.6, WARRANTY**:
  Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by PWCS, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to PWCS and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

  Amazon-branded products are subject to the warranty provisions set forth on the applicable product detail page. For products sold by Amazon as the seller of record that are obtained by Amazon from a supplier, Amazon does not provide any warranty but Amazon agrees to pass through to you any transferable manufacturers' standard warranties. Amazon makes no warranties of any kind with respect to products sold by third-party sellers.

- **Section 11, PWCS General Terms and Conditions**:

  Amazon takes exception to each of the terms in Section 11 of the RFP, inclusive of paragraphs 1-50. Amazon instead proposes our standard terms and conditions (available at https://www.amazon.com/gp/help/customer/display.html/ref=hp_gt_b2b_h_tc?nodeId=202025510) and, if Amazon is awarded this contract, we will discuss the modification of such terms to address PWCS-specific public sector requirements.

- **Attachment D, 3. CONTRACT TERM AND RENEWAL, Section 3.1; see also Contract Term & Renewal, Solicitation Document p. 15**:
  The initial term of this contract shall be from the date of award to __, 20XX, with the option to renew four additional one-year periods, one year at a time, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

  Amazon proposes a 5-year base term plus two 2-year options. Pricing will be in conformance with the terms in the Administrative Agreement.

- **Attachment D, 3. CONTRACT TERM AND RENEWAL, Section 3.2:**

  For future contract renewal periods, price increases shall not exceed the percentage increase/decrease in the Consumer Price Index, Table 1 (http://stats.bls.gov/news.release/cpi.t0.htm), Urban Consumers (CPI-U), U. S. City Average, All Items, Unadjusted, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract period prior to the proposed contract period.

  Pricing will be in conformance with the terms in the Administrative Agreement.

9.0 Other Information (Tab 9)

Include other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Statement of Needs or which the Offeror deems are relevant to its selection.

9.1 Ethical Work Practices

At Amazon, we work hard to ensure that every Amazon product our customers buy is made in a way that ensures respect for the rights of workers in Amazon's supply chain and throughout our operations. Our teams work on a continuous improvement model, researching and identifying risks in places where we source and operate, and designing programs to ensure that we build the capability to understand and mitigate those risks.

Amazon is strongly committed to conducting its business in a lawful and ethical manner, including engaging with suppliers that are committed to the same principles. We require suppliers in our manufacturing supply chain to comply with our Supplier Code of Conduct* ("Supplier Code"), which is detailed below. Amazon also expects our suppliers to hold their suppliers and subcontractors to the standards and practices covered by our Supplier Code. Our products must be manufactured in a manner that meets or exceeds the expectations of Amazon and our customers as reflected in our Supplier Code.

Here are some of the key areas we focus on:

- Health and safety in production areas and any living quarters
- The right to legal wages and benefits
- Appropriate working hours and overtime pay
- Prevention of child labor or forced labor
- Fair and ethical treatment, including non-discrimination

To ensure that our audit protocol and standards incorporate best-in-class practices, we conduct formal benchmarking with industry experts to review Amazon criteria against globally-recognized international standards and other businesses in the retail and electronics industries. We work closely with a leading independent specialist in designing, operating, and continually improving our audit program. Amazon managers participate directly in many of the on-site audits. Audit reports and findings are reviewed regularly by the senior leadership of the appropriate business and corrective action plans are implemented as needed.

We partner closely with our suppliers to drive continuous improvement in worker conditions. We train our suppliers on the standards and conduct required by our Supplier Code. We use independent auditors to audit suppliers and verify compliance, including through confidential worker interviews. We audit all suppliers at least once per year to monitor continued compliance and improvement; many sites are audited multiple times a year, including for follow-up audits to address specific findings. Amazon may terminate its relationships with any supplier that violates our Supplier Code or does not cooperate with our auditors.

Every site audit includes:

- Inspection of all areas of the site and any living quarters;
- Confidential worker interviews conducted without site management present;
- Review and analysis of site documents to assess workers' age, contracts, compensation, working hours, and workplace conditions;
- Audit and review of current licenses and any past compliance issues; and
- Identification of areas for improvement and development of a remediation plan.

Upon completion of an audit, a supplier must promptly provide a detailed remediation plan for each issue identified. Amazon tracks remediation closely and conducts follow-up audits for significant issues. Between audits, Amazon employees often meet on-site with supplier managers to discuss open issues and remediation progress.

9.2 Environmental Stewardship

Online shopping is inherently more environmentally friendly than traditional retailing. The efficiencies of online shopping result in a greener shopping experience than traditional retailing.

Amazon's energy and environmental efforts are taking place across the company, and at our locations around the world. We are constantly looking for ways to build upon our best energy and environmental practices and use them throughout Amazon. Examples of Amazon's environmental initiatives include:

- **Clean Power Plan Amicus Brief -** In April 2016, Amazon joined Apple, Google, and Microsoft in filing a legal brief that supports the continued implementation of the U.S. Environmental Protection Agency's Clean Power Plan (CPP) and discusses the technology industry's growing desire for affordable renewable energy across the U.S. Read the brief here[1].

- **American Business Act on Climate Pledge -** In 2015, Amazon signed the White House's American Business Act on Climate Pledge to express support for action on climate change and to accelerate the transition to a low-carbon economy. The pledge brought over 150 companies together to voice support for a strong outcome in the 2015 Paris climate negotiations and to demonstrate their ongoing commitment to climate action.

- **Amazon Wind and Solar Farms -** In 2015, Amazon announced the construction of Amazon Solar Farm US East, Amazon Wind Farm (Fowler Ridge), Amazon Wind Farm US Central and Amazon Wind Farm US East. Located in Virginia, Indiana, Ohio and North Carolina respectively, these new solar and wind farms are expected to generate more than 1.6 million MWh of additional renewable energy into the electric grids that supply current and future AWS Cloud data centers. The energy produced from these projects is enough to power roughly

[1] http://d0.awsstatic.com/Sustainability/2016.04.01_AMICUS_FOR_RESPONDENT_BRIEF_filed_by_AMAZON.pdf

the equivalent of 150,000 U.S. homes, which is slightly larger than the city of Cleveland, Ohio. Amazon Wind Farm (Fowler Ridge) became operational January 1, 2016. Learn more here[2].

- **Recycling Energy -** Amazon's newest buildings in the Denny Triangle area of Seattle will be heated using an innovative approach to sustainability—recycling energy[3] from a nearby data center. This "district energy" system works by capturing heat generated at a non-Amazon data center in the neighboring Westin Building and recycling that heat through underground water pipes instead of venting it into the atmosphere. This unique approach is nearly four times more efficient than traditional heating methods and will also enable the Westin Building data center to cut back on the energy it uses to cool its building. The district energy system came about from a collaboration among Amazon, Clise Properties, McKinstry and the City of Seattle. Through it, Amazon will be able to heat 3 million square feet of office space. This ability to recycle energy from a neighbor is another big benefit of having an urban campus in the heart of Seattle

One of Amazon's focuses on the environment includes AWS's long-term commitment to achieve 100% renewable energy usage for our global infrastructure footprint.

Environmentally conscious Amazonians work together to implement environmental and energy initiatives across all parts of the company through the Kaizen program. Through this program, Amazon employees at all levels dive deep to identify waste and design alternative solutions that are more energy efficient. At Amazon, we're constantly looking for ways to further reduce our environmental impact. This spans our company—from our innovative building design to our Frustration-Free Packaging to business-specific initiatives like the AWS Climate Change Grant Program. Our original work at Amazon was, and continues to be, environmentally friendly, since online shopping is inherently more environmentally friendly than traditional retailing. The efficiencies of online shopping result in a greener shopping experience than traditional retailing.

Amazon Frustration-Free Packaging is a multi-year initiative designed to make it easier for customers to liberate products from their packages. Frustration-Free Packaging is easy-to-open, 100% recyclable and products ship in their own packages without additional shipping boxes—it eliminates hard plastic "clamshell" cases and those annoying plastic-coated wire ties commonly used in toy packaging.

Through the Amazon Frustration-Free Packaging Certification initiative, manufacturers can send their packaged products to our labs for free analysis and feedback on how their packaging can become Certified Frustration-Free. Our Certified Frustration-Free Packaging has grown to more than 400,000 products. Frustration-Free Packaging has helped the planet by reducing more than 50 million pounds of excess packaging to date.

[2] https://www.amazon.com/p/feature/e9gomtbrh5qk4yp
[3] https://www.amazon.com/p/feature/8sbggvr8fsks7kg

Product Recycling

Amazon supports the responsible disposal and recycling of electronics products. To encourage our customers to recycle their Amazon devices, we offer free shipping for this purpose. We also cover the costs associated with Amazon device recycling, which is performed by licensed recycling facilities. In 2015, we became an industry steward participant and financial supporter of Call2Recycle. As part of this program, customers can drop off Amazon Basics rechargeable batteries at more than 34,000 collection sites throughout the U.S. and Canada.

Additionally, we offer the Amazon Trade-In program which promotes the reuse, resell or responsible recycling of hundreds of thousands of eligible items in working or non-working conditions. Through the program, customers can trade in an array of eligible items, including electronics, with the convenience of free shipping. In exchange, the program offers Amazon Gift Card value which can be used toward anything Amazon offers.

Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from PWCS in addition to general assistance.

There are no additional expectations from PWCS other than general assistance to promote the Master Agreement to Participating Public Agencies.

[redacted]

11.0 Attachments B & C (Tab 11)

11.1 Attachment B – Completed Vendor Information Form

ATTACHMENT B

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: Amazon Services, LLC
D/B/A: Amazon Business
Address: 410 Terry Avenue North
City, State, Zip: Seattle, WA 98109
Phone: (206) 708-9895 Fax: N/A
Email: N/A

Tax ID#: 82-0544687

Remittance: Check box if same as above □

Legal Business Name: Amazon Services, LLC
Address: 410 Terry Avenue North
City, State, Zip: Seattle, WA 98109

Contact Information:

Name: Daniel Smith
Title: General Manager
Phone: (206) 708-9895 Fax:
E-mail Address: dls@amazon.com

***Attention Vendors*: Visit the PWCS Purchasing Office website at http://purchasing.departments.pwcs.edu to:**

Register on-line (Click on "Vendor Registration")
Obtain a W-9 form and instructions

11.2 W-9 Form

This W-9 is for Amazon.com LLC, not Amazon Services LLC. Amazon.com LLC is the seller of record for retail purchases from Amazon Business and has a different W9 and TIN than Amazon Services LLC—the legal entity that is responding to this solicitation.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Amazon.com LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from FATCA reporting code (if any) E
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
410 Terry Avenue North **** NOT A PAYMENT REMITTANCE ADDRESS****

Requester's name and address (optional)

6 City, state, and ZIP code
Seattle, WA 98109

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer Identification number
9 1 – 1 9 9 4 9 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Hallie Parkman Date ▶ 1/22/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

11.3 Attachment C – Certificate of Compliance Form

Amazon does not anticipate providing services requiring contact with students on school property, and therefore believes the Certificate of Compliance is inapplicable to the anticipated scope of this contract. If Amazon is awarded this contract, we will discuss applicability of this Certificate of Compliance.

ATTACHMENT C

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services requiring direct contact with students on school property during regular school hours or school-sponsored activities/programs shall execute this document certifying that neither the Contractor nor any employee of the Contractor has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child. This certification shall be binding upon the Contractor and their employees providing services throughout the term of the contract or purchase order, including any extensions or renewals.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia* §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

_____	#R-TC-17006
Company Name	Solicitation #
_____	_____
Company Address	Company Phone Number
_____	_____
Print Name of Authorized Representative	Authorized Representative Title
_____	_____
Authorized Representative Signature	Date

12.0 Access for On-Line Marketplace (Tab 12)

The Offeror shall provide access to On-line Marketplace via user ID and password to include a hyperlink for use during the pricing evaluation. *The information must be included in Tab 12 so the Evaluation Committee can access the cost for consideration in the evaluation process.*

To view our current pricing, please use the following login:

Step 1. Navigate to www.amazon.com/business and click Sign-In.

Step 2. Enter mkl+pwcps@amazon.com. The password is amazon.

13.0 Dun & Bradstreet Report (Tab 13)

The following pages contain a current Dun & Bradstreet report on Amazon Services, LLC.

dun & bradstreet

Amazon Services Llc

DUNS: 14-213-7640

Business Information Report

Company Information

410 Terry Ave N
Seattle, WA 98109

This is a **single location subsidiary** location.

Website	www.amazon.com
Telephone	(206) 266-1000
Chief Executive:	DIRECTOR(S): THE OFFICER(S)
Stock Symbol:	NA
Year Started	2003
Employees	20

Financial Statement

Sales	NA
Net Worth	NA
History:	NA
Financial Condition:	NA
Financing:	SECURED
SIC:	7374 7375
Line of Business:	Information retrieval services, data processing/preparation

Corporate Family:

This business is a subsidiary single location of the corporate family.

Scores

PAYDEX ®

72

12 days beyond terms

Based on up to 24 months of trade.
D&B PAYDEX® Key

High risk of late payment
(average 30 to 120 days beyond terms)

Medium risk of late payment
(average 30 days or less beyond terms)

Low risk of late payment
(average prompt to 30+ days sooner)

Credit Limit Recommendation

Risk Category
Moderate

Conservative Credit Limit
$7.5k

Aggressive Credit Limit
$25k

D&B Rating ®

Rating
1R3

Number of employees: **1R indicates 10 or more employees**
Composite Credit Appraisal: **3 is fair**

The credit rating was assigned based on D&B's assessment of the company's financial ratios and its cash flow. For more information, see the D&B Rating Key.

Below is an overview of the company's rating history since 03/24/2007

D&B Rating	Date Applied
1R3	2014-08-21
1R4	2013-03-04
1R3	2011-09-13
--	2011-09-06
1R3	2008-10-03
1R4	2007-03-24

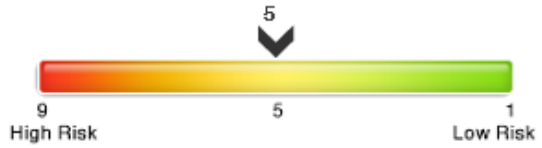
The Summary Analysis section reflects information in D&B´s file as of October 4, 2016

D&B Viability Rating

4 Viability Score

Compared to ALL US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked 4 have a probability of becoming no longer viable: **5%**
- Percentage of businesses ranked 4: **14%**
- Across all US businesses, the average probability of becoming no longer viable: **14%**

5	Portfolio Comparison	

Compared to ALL US Businesses within the D&B Database:

- Model Segment: **Established Trade Payments**
- Level of Risk: **Moderate Risk**
- Businesses ranked 5 within this model segment have a probability of becoming no longer viable: **5%**
- Percentage of businesses ranked5 within this model segment: **11%**
- Within this model segment, the average probability of becoming no longer viable: **5%**

B	Data Depth Indicator	

Data Depth Indicator:

Rich Firmographics
Extensive Commercial Trading Activity
Basic Financial Attributes

		Financial Data	Trade Payments	Company Size	Years in Business
Z	Company Profile	-	-	**SUBSIDIARY**	-

Compared to ALL US Businesses within the D&B Database:

- Financial Data: **-**
- Trade Payments: **-**
- Company Size: **SUBSIDIARY**
- Years in Business: **-**

History & Operations

History

The following information was reported: **04/05/2016**

Officer(s):
TOM SZKUTAK, CEO
JASON M BRISTOW, MNG MBR

DIRECTOR(S):
THE OFFICER(S)

The Nevada Secretary of State's business registrations file showed that Amazon Services LLC was registered as a Limited Liability Company on October 21, 2003.
Business started 2003.
Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.
TOM SZKUTAK. Antecedents not available.
JASON M BRISTOW. Antecedents not available.
Business address has changed from 1200 12th Ave S Ste 200, Seattle, WA, 98144 to 410 Terry Ave N, Seattle, WA, 98144.

Operations

04/05/2016

Description:
Subsidiary of Amazon.com, Inc, Seattle, WA.

As noted, this company is a subsidiary of Amazon.com, Inc, Duns number 88-474-5530 and reference is made to that report for background information on the parent and its management.

Provides information retrieval services. Provides computer and data processing, and preparation.

Terms are undetermined. Sells to undetermined.

Employees: 20 which includes partners.

Facilities: Occupies premises in a building.

SIC & NAICS

SIC:
Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code.The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

7375 0000 Information retrieval services
7374 0000 Data processing and preparation

NAICS:
518210 Data Processing, Hosting, and Related Services
519190 All Other Information Services

Payments

PAYDEX® ®

The D&B PAYDEX® is a unique, dollar weighted indicator of payment performance based on up to 43 payment experiences as reported to D&B by trade references.

3 Month PAYDEX®

71 ▲

When weighted by dollar amount, payments to suppliers average 14 days beyond terms terms.

Based on payments collected over the last 3 months

24 Month PAYDEX®

72 ▼

When weighted by dollar amount, payments to suppliers average 12 days beyond terms terms.

Based on payments collected over the last 24 months

When dollar amounts are not considered, then approximately 72 of the company's payments are within terms.

- **High risk of late payment (average 30 to 120 days beyond terms)**
- **Medium risk of late payment (average 30 days or less beyond terms)**
- **Low risk of late payment (average prompt to 30+ days sooner)**

Payments Summary

Total (Last 24 Months): 43

	Total Received	Total Dollar Amount	Largest High Credit Payment summary	Within Terms	Days Slow 31	30-80	81-90	90
Top Industries								
Telephone communictns	7	$325,250.00	$300,000.00	94%	1	2	0	3
Trucking non-local	6	$4,462,500.00	$3,000,000.00	85%	7	8	0	0
Detective/guard svcs	3	$2,200,000.00	$800,000.00	100%	0	0	0	0
Whol computers/softwr	2	$20,045,000.00	$20,000,000.00	50%	50	0	0	0
Mfg nonwd office furn	2	$600,500.00	$600,000.00	100%	0	0	0	0
Whol industrial suppl	2	$76,000.00	$75,000.00	50%	0	0	0	50
Whol chemicals	2	$3,500.00	$2,500.00	35%	0	0	29	36
Whol office supplies	1	$8,000,000.00	$8,000,000.00	100%	0	0	0	0
Whol groceries	1	$7,000,000.00	$7,000,000.00	50%	50	0	0	0
Mfg male work clothes	1	$4,000,000.00	$4,000,000.00	100%	0	0	0	0
Mfg toiletries	1	$3,000,000.00	$3,000,000.00	100%	0	0	0	0
State commercial bank	1	$1,000,000.00	$1,000,000.00	100%	0	0	0	0
Nonclassified	1	$750,000.00	$750,000.00	100%	0	0	0	0
Ret mail-order house	1	$400,000.00	$400,000.00	100%	0	0	0	0
Paperboard mill	1	$100,000.00	$100,000.00	0%	100	0	0	0
Mfg primary batteries	1	$100,000.00	$100,000.00	100%	0	0	0	0
Gravure printing	1	$40,000.00	$40,000.00	50%	0	50	0	0
Whol auto parts	1	$35,000.00	$35,000.00	100%	0	0	0	0
Mfg elect. components	1	$10,000.00	$10,000.00	50%	50	0	0	0
Short-trm busn credit	1	$7,500.00	$7,500.00	100%	0	0	0	0
Help supply service	1	$5,000.00	$5,000.00	100%	0	0	0	0
Whol frozen foods	1	$2,500.00	$2,500.00	100%	0	0	0	0
Arrange cargo transpt	1	$500.00	$500.00	100%	0	0	0	0
Other Categories								
Cash experiences	3	$900	$750	--	--	--	--	--
Unknown	0	$0	$0	--	--	--	--	--
Unfavorable comments	0	$0	$0	--	--	--	--	--
Placed for collections with D&B:	0	$0	$0	--	--	--	--	--
Other	0	N/A	$0	--	--	--	--	--
Total in D&B's file	43	$52,164,150	$20,000,000	--	--	--	--	--

The highest Now Owes on file is $8,000,000

The highest Past Due on file is $2,000,000

There are 43 payment experience(s) in D&Bs file for the most recent 24 months, with 27 experience(s) reported during the last three month period.

Payments Details

Total (Last 24 Months): 43

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
09/2016	Ppt	$1,000,000	$1,000,000	$0	--	1 mo
08/2016	Ppt	$8,000,000	$8,000,000	$0	PROX	1 mo
08/2016	Ppt	$4,000,000	$3,000,000	$0	N30	1 mo
08/2016	Ppt	$3,000,000	$1,000,000	$0	--	1 mo
08/2016	Ppt	$3,000,000	$2,000,000	$10,000	N30	1 mo
08/2016	Ppt	$800,000	$500,000	$2,500	--	1 mo
08/2016	Ppt	$700,000	$600,000	$5,000	--	1 mo
08/2016	Ppt	$700,000	$0	$0	--	2-3 mos
08/2016	Ppt	$600,000	$600,000	$0	--	1 mo
08/2016	Ppt	$300,000	$0	$0	--	6-12 mos
08/2016	Ppt	$100,000	$55,000	$10,000	--	1 mo
08/2016	Ppt	$85,000	$25,000	$750	N30	1 mo
08/2016	Ppt	$75,000	$35,000	$0	N30	1 mo
08/2016	Ppt	$7,500	$1,000	$0	Lease Agreemnt	1 mo
08/2016	Ppt	$1,000	$0	$0	--	2-3 mos
08/2016	Ppt	$500	$0	$0	--	2-3 mos
08/2016	Ppt	$500	$0	$0	--	2-3 mos
08/2016	Ppt-Slow 30	$20,000,000	$8,000,000	$600,000	N60	1 mo
08/2016	Ppt-Slow 30	$7,000,000	$6,000,000	$2,000,000	--	1 mo
08/2016	Ppt-Slow 30	$600,000	$100,000	$45,000	--	1 mo
08/2016	Ppt-Slow 60	$700,000	$0	$0	--	1 mo
08/2016	Ppt-Slow 60	$40,000	$20,000	$0	--	1 mo
08/2016	Ppt-Slow 180	$2,500	$1,000	$1,000	--	1 mo
08/2016	Slow 90	$2,500	$0	$0	--	6-12 mos
08/2016	Slow 60-90+	$15,000	$15,000	$15,000	--	1 mo
08/2016	Slow 30-90+	$7,500	$5,000	$5,000	--	1 mo
07/2016	Ppt-Slow 30	$10,000	$5,000	$5,000	--	1 mo
06/2016	Ppt	$45,000	$0	$0	N30	6-12 mos
06/2016	Ppt	$35,000	$35,000	$1,000	--	1 mo
05/2016	Ppt-Slow 30	$500	$0	$0	--	1 mo
03/2016	Ppt	$400,000	$250,000	$55,000	--	1 mo
02/2016	Ppt-Slow 30	$750	$0	$0	--	6-12 mos
01/2016	Ppt	$5,000	$0	$0	--	6-12 mos
01/2016	Slow 90	$1,000	$0	$0	--	6-12 mos
12/2015	Ppt	$750,000	$0	$0	--	6-12 mos
10/2015	Ppt	$2,500	$0	$0	--	2-3 mos
07/2015	Ppt-Slow 180	$75,000	$60,000	$60,000	--	4-5 mos
07/2015	Ppt-Slow 180	$1,000	$1,000	$500	--	1 mo

Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
07/2015	(039)	$50	--	--	Cash account	6-12 mos
04/2015	(040)	$100	--	--	Cash account	1 mo
03/2015	(041)	$750	--	--	Cash account	1 mo
11/2014	Ppt	$500	$0	$0	N45	6-12 mos
11/2014	Slow 20	$100,000	$0	$0	--	6-12 mos

Payments Detail Key: 30 or more days beyond terms

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

Each experience shown is from a separate supplier. Updated trade experiences replace those previously reported.

Banking and Finance

Statement Update

Key Business Ratios from D&B

We currently do not have enough information to generate the graphs for the selected Key Business Ratio.

- This Company

Key Financial Comparisons

	($)	($)	($)
This Company's Operating Results Year Over Year			
Net Sales	NA	NA	NA
Gross Profit	NA	NA	NA
Net Profit	NA	NA	NA
Dividends / Withdrawals	NA	NA	NA
Working Capital	NA	NA	NA
This Company's Assets Year Over Year			
Cash	NA	NA	NA
Accounts Receivable	NA	NA	NA
Notes Receivable	NA	NA	NA
Inventories	NA	NA	NA
Other Current	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets	NA	NA	NA
Other Non Current	NA	NA	NA
Total Assets	NA	NA	NA
This Company's Liabilities Year Over Year			
Accounts Payable	NA	NA	NA
Bank Loan	NA	NA	NA
Notes Payable	NA	NA	NA
Other Current Liabilities	NA	NA	NA
Total Current Liabilities	NA	NA	NA
Other Long Term and Short Term Liabilities	NA	NA	NA
Defferred Credit	NA	NA	NA
Net Worth	NA	NA	NA
Total Liabilities and Net Worth	NA	NA	NA

We currently do not have any recent financial statements on file for your business. Submitting financial statements can help improve your D&B scores. To submit a financial statement, please call customer service at 800-333-0505.

Key Business Ratios

	This Company	Industry Median	Industry Quartile
Solvency			
Quick Ratio	NA	NA	NA
Current Ratio	NA	NA	NA
Current Liabilities to Net Worth	NA	NA	NA
Current Liabilities to Inventory	NA	NA	NA
Total Current	NA	NA	NA
Fixed Assets to Net Worth	NA	NA	NA
Efficiency			
Collection Period	NA	NA	NA
Inventory Turn Over	NA	NA	NA
Sales to NWC	NA	NA	NA
Acct Pay to Sales	NA	NA	NA
Profitability			
Return on Sales	NA	NA	NA
Return on Assets	NA	NA	NA
Return on NetWorth	NA	NA	NA

Public Filings

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	0	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	28	07/22/15

The following Public Filing data is for information purposes only and is not the official record.
Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section

Liens

We currently don't have enough data to display this section

Suits

We currently don't have enough data to display this section

UCC Filings

Collateral:	Negotiable instruments and proceeds - Assets and proceeds
Type:	Original
Sec.Party:	DEUTSCHE BANK AG, NEW YORK BRANCH, NEW YORK, NY
Debtor:	AMAZON CAPITAL SERVICES, INC.
Filing No.:	2015 2184686
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	05/21/15
Latest Info Received:	06/23/15

Collateral:	Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Computer equipment and proceeds
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2015 2816063
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	06/30/15
Latest Info Received:	08/04/15

Type:	Assignment
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GANATIONAL AUSTRALIA BANK LIMITED, SYDNEY
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2015 3081865
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	07/02/15
Latest Info Received:	08/14/15
Original Filing No.:	2015 2816063
Original UCC Filed Date:	06/30/15

Collateral:	Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds - Leased Computer equipment and proceeds
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2014 4807012
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	11/28/14
Latest Info Received:	01/05/15

Collateral:	Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Leased Computer equipment and proceeds
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2014 4800116
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	11/26/14
Latest Info Received:	01/05/15

Collateral:	Account(s) - Computer equipment - General intangibles(s) - Chattel paper - Equipment
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLCand OTHERS
Filing No.:	2010 2666687
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	07/30/10
Latest Info Received:	08/18/10

Collateral:	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Type:	Amendment
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLCand OTHERS
Filing No.:	2010 3638347
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	10/18/10
Latest Info Received:	11/10/10
Original Filing No.:	2010 2666687
Original UCC Filed Date:	07/30/10

Collateral:	Account(s) and proceeds - Computer equipment and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Equipment and proceeds
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLCand OTHERS
Filing No.:	2010 2312548
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	07/01/10
Latest Info Received:	07/29/10

Collateral:	Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - Leased Computer equipment and proceeds - Leased Equipment and proceeds
Type:	Original
Sec.Party:	BANC OF AMERICA LEASING & CAPITAL, LLC, TUCKER, GA
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2010 2312530
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	07/01/10
Latest Info Received:	07/29/10

Collateral:	All Equipment including proceeds and products
Type:	Original
Sec.Party:	MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2009 2584602
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	08/12/09

Latest Info Received: 09/15/09

Collateral: Leased Equipment including proceeds and products
Type: Original
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2584685
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 08/12/09
Latest Info Received: 09/15/09

Collateral: Leased Equipment and proceeds
Type: Amendment
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 3480180
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/29/09
Latest Info Received: 12/02/09
Original Filing No.: 2009 2584685
Original UCC Filed Date: 08/12/09

Collateral: Equipment
Type: Assignment
Sec.Party: BANC OF AMERICA LEASING & CAPITAL, LLC, PROVIDENCE, RIMACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFLD HLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 3477053
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 10/29/09
Latest Info Received: 12/02/09
Original Filing No.: 2009 2584685
Original UCC Filed Date: 08/12/09

Collateral: Leased Computer equipment including proceeds and products - Leased Equipment including proceeds and products
Type: Original
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS, MI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2086111
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed: 06/30/09
Latest Info Received: 08/04/09

Collateral: Equipment
Type: Assignment
Sec.Party: MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS, MI
Assignee: BANC OF AMERICA LEASING & CAPITAL, LLC, PROVIDENCE, RI
Debtor: AMAZON CORPORATE LLC
Filing No.: 2009 2086657
Filed With: SECRETARY OF STATE/UCC DIVISION, DOVER, DE

Date Filed:	06/30/09
Latest Info Received:	07/03/09
Original Filing No.:	2009 2086111
Original UCC Filed Date:	06/30/09

Type:	Assignment
Sec.Party:	MACQUARIE EQUIPMENT FINANCE, LLC, BLOOMFIELD HILLS, MIMASSMUTUAL ASSET FINANCE, LLC, FOXBORO, MA
Debtor:	AMAZON CORPORATE LLC
Filing No.:	2009 2468376
Filed With:	SECRETARY OF STATE/UCC DIVISION, DOVER, DE
Date Filed:	08/03/09
Latest Info Received:	09/03/09
Original Filing No.:	2009 2086111
Original UCC Filed Date:	06/30/09

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Government Activity

Summary

Borrower (Dir/Guar):	NO
Administrative Debt:	NO
Contractor:	NO
Grantee:	NO
Party excluded from federal program(s):	NO
Possible Candidate:	
Labor Surplus Area:	N/A
Small Business:	N/A
8(A) Firm:	N/A

The public record items contained herein may have been paid, terminated, vacated, or released prior to today's date

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Special Events

N/A

Corporate Linkage

Parent

Company Name	DUNS #	City, State
AMAZON.COM, INC.	88-474-5530	SEATTLE, WASHINGTON

Headquarters (US)

Company Name	DUNS #	City, State
GOLDEN STATE FC LLC	03-882-1394	SEATTLE, WASHINGTON
WOOT, INC.	82-777-0173	CARROLLTON, TEXAS
AMAZON OVERSEAS HOLDINGS, INC.	08-017-5981	SEATTLE, WASHINGTON
AMAZON TECHNOLOGIES, INC.	15-032-3132	APOPKA, FLORIDA
AMAZON.COM.DEDC, LLC	12-898-9188	SEATTLE, WASHINGTON
AMAZON CORPORATE LLC	12-899-0269	SEATTLE, WASHINGTON
AMAZON.COM LLC	12-899-0368	SEATTLE, WASHINGTON
AMAZON WEB SERVICES, INC.	96-504-8981	SEATTLE, WASHINGTON
AUDIBLE, INC.	94-622-9150	NEWARK, NEW JERSEY

US Linkages

Company Name	DUNS #	City, State
Subsidiaries		
BORDERS TEAMED WITH AMAZON.COM, INC	10-663-1307	SEATTLE, WASHINGTON
SHOEFITR, INC.	06-840-6455	PITTSBURGH, PENNSYLVANIA
AMAZON.COM.KSDC, INC.	10-338-9883	COFFEYVILLE, KANSAS
AMAZON.COM.CA, INC.	10-663-0614	SEATTLE, WASHINGTON
AMAZON.COM.NVDC, INC.	11-999-8883	FERNLEY, NEVADA
A9.COM, INC.	79-145-6648	PALO ALTO, CALIFORNIA
AMAZON SERVICES INTERNATIONAL, INC.	07-876-9872	SEATTLE, WASHINGTON
AMAZON.COM INC.	12-946-5584	GRAND FORKS, NORTH DAKOTA
ALEXA INTERNET	17-930-0116	SAN FRANCISCO, CALIFORNIA
TWITCH INTERACTIVE, INC.	01-991-7198	SAN FRANCISCO, CALIFORNIA
AMAZON PROCUREMENT INC	07-849-5570	SEATTLE, WASHINGTON
ZAPPOS FULFILLMENT CENTERS, INC.	96-460-0824	LAS VEGAS, NEVADA
ANNAPURNA LABS (U.S.) INC.	05-333-3974	CUPERTINO, CALIFORNIA
Branches		
AMAZON.COM, INC.	07-828-1357	HEBRON, KENTUCKY
BOP LLC	80-313-1957	NEW YORK, NEW YORK
AMAZON.COM, INC.	07-862-6291	SAN LUIS OBISPO, CALIFORNIA
ZAPPOS.COM INC	78-563-6163	SHEPHERDSVILLE, KENTUCKY
ZAPPOS MERCHANDISING, INC.	07-881-8566	LAS VEGAS, NEVADA
AMAZON.COM, INC.	07-566-2823	HAYMARKET, VIRGINIA
AMAZON.COM.DEDC, LLC	96-904-2162	CHARLESTON, TENNESSEE
AMAZON.COM.DEDC, LLC	96-904-2170	CHATTANOOGA, TENNESSEE
AMAZON.COM.DEDC, LLC	96-904-2212	WEST COLUMBIA, SOUTH CAROLINA
GOLDEN STATE FC LLC	04-307-9643	TRACY, CALIFORNIA
AMAZON WEB SERVICES, INC.	08-022-8545	PITTSBURGH, PENNSYLVANIA
AMAZON.COM.DEDC, LLC	78-507-7988	ALLENTOWN, PENNSYLVANIA

Company Name	DUNS #	City, State
AMAZON.COM, INC.	02-183-9619	BROOKLYN, NEW YORK
AMAZON.COM, INC.	04-823-1647	SEATTLE, WASHINGTON
AMAZON.COM.DEDC, LLC	05-742-3431	NEW CASTLE, DELAWARE
AMAZON.COM, INC.	07-911-8702	PATTERSON, CALIFORNIA
AMAZON.COM, INC.	07-990-2660	SEATTLE, WASHINGTON
AMAZON.COM, INC.	05-464-9732	HAZLE TOWNSHIP, PENNSYLVANIA
AMAZON.COM, INC.	05-750-7473	JEFFERSONVILLE, INDIANA
AMAZON.COM, INC.	04-021-8556	PHILADELPHIA, PENNSYLVANIA
GOLDEN STATE FC LLC	04-385-4679	PATTERSON, CALIFORNIA
AMAZON.COM, INC.	05-832-4156	CHESTER, VIRGINIA
AMAZON.COM, INC.	96-962-8614	SEATTLE, WASHINGTON
AMAZON.COM, INC.	10-687-9450	SEATTLE, WASHINGTON
AMAZON.COM, INC.	96-813-5884	SEATTLE, WASHINGTON
AMAZON.COM LLC	04-630-3069	COPPELL, TEXAS
AMAZON.COM LLC	07-994-7844	CARLISLE, PENNSYLVANIA
AMAZON.COM, INC.	07-880-7242	SEATTLE, WASHINGTON
AMAZON.COM LLC	96-861-3732	LEWISBERRY, PENNSYLVANIA
AMAZON.COM, INC.	95-845-4188	WATERTOWN, MASSACHUSETTS
AMAZON FULFILLMENT SERVICES, INC.	08-020-3236	SUMNER, WASHINGTON
AMAZON.COM.KYDC LLC	19-736-2812	HEBRON, KENTUCKY
AMAZON.COM, INC.	96-854-4028	NEW YORK, NEW YORK

International Linkages

Company Name	DUNS #	Country	City, State / Province
Headquarters			
AMAZON CS IRELAND LIMITED	89-626-1208	IRELAND	DUBLIN, CO DUBLIN
AMAZON DEUTSCHLAND SERVICES GMBH	31-470-5989	GERMANY	MUNCHEN, BAYERN
AMAZON FULFILLMENT GERMANY GMBH	34-165-7845	GERMANY	RHEINBERG, NORDRHEIN-WESTFALEN
BEIJING SHIJI ZHUOYUE EXPRESS SERVICE CO., LTD.	54-496-4328	CHINA	BEIJING, BEIJING
AMAZON TECHNOLOGIES COMPANY	91-339-1116	BRAZIL	MANAUS, AMAZONAS
AMAZON FR LOGISTIQUE	39-224-8501	FRANCE	ORLEANS CEDEX 9, LOIRET
AMAZON ITALIA CUSTOMER SERVICES SRL	85-718-1742	ITALY	MILANO, MILANO
AMAZON EURASIA HOLDINGS SARL	40-085-4911	LUXEMBOURG	LUXEMBOURG,
Subsidiaries			
THE BOOK DEPOSITORY LIMITED	73-870-3730	ENGLAND	LONDON, LONDON

Company Name	DUNS #	Country	City, State / Province
AMAZON ITALIA SERVICES SRL	33-924-4307	ITALY	MILANO, MILANO
AMAZON KOBLENZ GMBH	34-258-1310	GERMANY	KOBERN-GONDORF, RHEINLAND-PFALZ
AMAZON SUPPORT SERVICES FRANCE	26-246-5439	FRANCE	CLICHY, HAUTS DE SEINE
AUDIBLE GMBH	33-312-4209	GERMANY	BERLIN, BERLIN
AMAZON LOGISTIK AF MUNCHEN GMBH	31-348-0562	GERMANY	MUNCHEN, BAYERN
AMAZON DEVELOPMENT CENTER ROMANIA SRL	56-540-2164	ROMANIA	IASI,
AMAZON CS BERLIN GMBH	34-210-3824	GERMANY	BERLIN, BERLIN
AMAZON FC GRABEN GMBH	34-210-3825	GERMANY	GRABEN, BAYERN
AMAZON VCC GMBH	34-277-9631	GERMANY	BERLIN, BERLIN
AMAZON LOGISTIK POTSDAM GMBH	34-285-5039	GERMANY	BRIESELANG, BRANDENBURG
AMAZON MEDIA EU SARL	40-004-4306	LUXEMBOURG	LUXEMBOURG,
AMAZON SERVICES EUROPE SARL	40-004-4751	LUXEMBOURG	LUXEMBOURG,
AMAZON ASIA-PACIFIC RESOURCES PRIVATE LIMITED	59-515-9532	SINGAPORE	SINGAPORE,
AMAZON CITY LOGISTIK ALPHA GMBH	31-348-0565	GERMANY	MUNCHEN, BAYERN
AMAZON DEVELOPMENT CENTRE (SCOTLAND) LIMITED	73-888-7509	SCOTLAND	EDINBURGH, MIDLOTHIAN
AMAZON DEVELOPMENT CENTER (ROMANIA) SRL	53-292-0354	ROMANIA	IASI,
AMAZON FULFILLMENT POLAND SP Z O O	42-690-7578	POLAND	WARSZAWA,
AMAZON CAPITAL SERVICES (UK) LTD.	22-075-0214	ENGLAND	LONDON, LONDON
AMAZON PFORZHEIM GMBH	34-258-1312	GERMANY	PFORZHEIM, BADEN-WURTTEMBERG
AMAZON PAYMENTS EUROPE SCA	40-080-6929	LUXEMBOURG	LUXEMBOURG,
IMDB SERVICES LIMITED	22-298-4796	ENGLAND	SLOUGH, BERKSHIRE
KIVA SYSTEMS B.V.	49-029-5392	NETHERLANDS	'S-GRAVENHAGE, ZUID-HOLLAND
AMAZON ITALIA TRANSPORT SRL	43-750-9752	ITALY	MILANO, MILANO
Branches			
AMAZON JAPAN LIMITED LIABILITY CO.	69-267-2139	JAPAN	SAYAMA, SAITAMA
AMAZON FR LOGISTIQUE	26-227-5539	FRANCE	MONTELIMAR, DROME
AMAZON CANADA FULFILLMENT SERVICES INC	20-600-2479	CANADA	MILTON, ONTARIO

Company Name	DUNS #	Country	City, State / Province
AMAZON DEUTSCHLAND SERVICES GMBH	34-157-1771	GERMANY	BAD HERSFELD, HESSEN
AMAZON FULFILLMENT GERMANY GMBH	34-252-3340	GERMANY	RHEINBERG, NORDRHEIN-WESTFALEN
AMAZON DEUTSCHLAND SERVICES GMBH	34-271-9756	GERMANY	LEIPZIG, SACHSEN
AMAZON SERVICOS DE VAREJO DO BRASIL LTDA	90-245-9735	BRAZIL	BARUERI, SAO PAULO
AMAZON JAPAN LIMITED LIABILITY CO.	71-476-3307	JAPAN	YACHIYO, CHIBA
BEIJING SHIJI ZHUOYUE EXPRESS SERVICE CO., LTD.	54-679-1944	CHINA	TIANJIN, TIANJIN
AMAZON.COM INT'L SALES, INC.	69-224-6875	JAPAN	MEGURO-KU, TOKYO
AMAZON.CO.UK LTD.	22-069-1183	ENGLAND	DONCASTER, SOUTH YORKSHIRE
AMAZON JAPAN LIMITED LIABILITY CO.	71-578-6781	JAPAN	SAPPORO, HOKKAIDO
AMAZON CANADA FULFILLMENT SERVICES INC	24-947-4912	CANADA	VANCOUVER, BRITISH COLUMBIA

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October 31, 2016

R-TC-17006, On-line Marketplace for Purchase of Products and Services

Amazon Services, LLC. (Amazon.com) is pleased to respond to evaluation committee questions described below.

1. *Please explain the reason for excluding Maine, Vermont, Iowa and Hawaii. When do you think we can include those states? Do you anticipate any additional states that will need to be restricted?*

   Response: These states have been excluded for corporate tax reasons. We cannot presently commit to a timetable for the inclusion of these states in our Proposal. We do not presently anticipate that any additional states will need to be restricted.

2. *Does tax exemption apply both to Amazon direct purchases and for purchases with third party sellers?*

   Response: The Amazon Tax Exemption Program (ATEP) allows eligible customers to make tax-exempt purchases on the Amazon Business Marketplace. Items "shipped and sold" by Amazon are generally automatically tax exempt. Third-party sellers can opt into the ATEP program; however, not all sellers on the Amazon Business Marketplace have done so. Accordingly, not all third-party seller items will receive automatic tax exemption.

3. *Why do you suggest different contract terms than the terms specified in the RFP?*

   Response: Amazon is committed to a long-term contract with PWCS and U.S. Communities. If selected, we are willing to negotiate the contract term.

4. *For third party sellers, is there a way to list if items are in stock? It appears that currently, a buyer wouldn't know if the item is in stock until after an order is placed.*

   Response: Amazon has very high standards that we set for all third-party sellers regarding the accuracy of availability, on-time shipment, and accuracy that the item delivered to a customer is what was ordered. Amazon frequently audits third-party sellers and will take corrective action that could lead to suspension or terminating our relationship.

5. *Is there a way to filter items by Amazon direct vs third party sellers? If not now, is there a plan to have that capability?*

   Response: Third-party sellers have the option to fulfill items themselves or elect to have those items fulfilled by Amazon (FBA). Broadly, items fulfilled by Amazon are Prime eligible. When searching for an item on the Amazon

Business Marketplace, end users have the ability to filter Prime eligible items. However, there is no current or planned functionality to filter items only sold by Amazon directly.

6. *Is there an ability to provide level 3 reporting for purchases made from third party sellers?*

   Response: Currently, Amazon Business customers can access level 3 reporting for purchases through Amazon Business Analytics where up to 48 unique values are presented for each order (product name, description, price, seller name, product category, shipping address, payment type, etc.). However, Amazon Business recognizes the need to provide level 3 data integrated with customer financial reconciliation systems. We are actively working with third-party networks to integrate directly and pass level 3 data to customers.

7. *Product restrictions- there is a need to restrict items and categories, what is the process to place restrictions on an account? If this isn't currently a function, when will it be available?*

   Response: The Amazon Business Catalog Curation beta program is enabling a select group of customers to flag items in a specific product category as non-compliant so that end users make the correct purchasing decisions. Additional controls enable customers to configure different rules for specific groups (i.e. sites, departments). End users will see the non-compliant messaging on product detail pages and during the checkout process. If an end user continues to purchase the non-compliant item, the exception will be logged and reported to the Account Administrator. We have future plans to expand the curation capabilities.

8. *What will Michael Levin's role be with this contract? Please provide details on your salesforce and how they would be involved in selling the contract.*

   Response: Michael Levin is the Head of Sales for the Amazon Business Education vertical. He has a Sales Leadership peer in not-profit, government and healthcare verticals. Michael Levin reports to Daniel Smith who serves as the General Manager for the Amazon Business Education vertical which encompasses product, marketing and sales. If awarded, Michael and Daniel are key personnel who will lead and support the implementation period of the contract.

   An Amazon Business General Manager for one of our Public Sector verticals (Education, Government, or Healthcare) will provide ongoing executive support for the contract throughout the term of the contract.

   As part of Amazon Business' supplier obligations to U.S. Communities, Amazon Business shall establish and implement a training program for its public sector sales force personnel on the Master Agreement and U.S. Communities program, and within one (1) month of the execution of the Master Agreement and will

ensure that Amazon Business public sector sales force personnel have completed such training. Thereafter, all new Amazon Business public sector sales force personnel will receive training on the Master Agreement and the U.S. Communities Program during new hire orientation.

Amazon Business' public sector sales force personnel will be trained on presenting the Master Agreement, including presenting the Master Agreement as a featured offering to Public Agencies, and as appropriate, in response to Public Agency procurement solicitations.

9. *What is the name (or names) of the marketing resources that would be engaged in the implementation of this contract?*

   Response: If Amazon is awarded the contract, Amazon Business will provide the name(s) of the marketing resources during the implementation period. Our intent is to have continuity in the resources assigned to help market the contract as part of our go-to-market plan. We are 100% committed to meeting our obligations to promote the contract.

10. *How is the "Contract Administrator" role assigned? How is this managed to ensure the appropriate person at an account is assigned? How do you ensure additional users at an agency are attached to the correct account?*

    Response: There are three distinct roles that will be involved to determine the Contract Administrator assignment and manage that process over the contract term. First, Amazon Business will assign an initial salesperson who will work with the customer that wants to utilize the contract. During the setup process, a salesperson will work with the customer to enable access to all authorized end users to the central account. Once the customer is setup and on-boarded to Amazon Business, a dedicated Account Manager will provide ongoing support for that customer. Ongoing support activities will include helping a customer consolidate end users that are not attached to the correct account. Finally, Amazon Business will have a dedicated staff member that is single-threaded to U.S. Communities. He or she will be responsible for ensuring that Amazon is meeting the financial and reporting obligations.

11. *Page 20- Please define what makes a "qualified" order for free shipping. If shipping charges are applied, can shipping charges be shown as a line item on the invoice. Is there a difference between Amazon direct and third party in regards to shipping and invoicing?*

    Response: Any item fulfilled and shipped by Amazon with "FREE Two-Day Shipping" or "FREE Shipping" on the product detail page is eligible for and contributes to the $49 order minimum for free shipping. More information is available here. Shipping charges, if applicable, are summarized for the entire order on an invoice. Line item shipping charges are only available in Amazon Business Analytics.

12. *Please explain if Prime memberships would be available to business customers. Would each user need to be a prime member to see the prime items? Can an agency purchase a prime membership? Can items be sorted by prime designation? Does free shipping apply to prime members without a minimum order?*

    Response: Public agencies have two choices in regards to Prime memberships:

    1) They can continue to use an existing Prime membership in conjunction with an Amazon Business account. However, the Prime shipping benefit cannot be shared with the entire organization. Using a Prime membership will enable users to receive free shipping on eligible items without a minimum order.

    2) Amazon Business customers can cancel their Prime membership and receive a refund for the pro-rated unused portion of their Prime membership.

    End users do not need to be a Prime member to see Prime eligible items.

    The Amazon Business Marketplace has a configurable search filter to designate only Prime eligible items in the search results.

13. *How does an agency get set up for pallet deliveries?*

    Response: Amazon Business customers can select to receive pallet deliveries for eligible orders directly to their receiving dock. Selecting that the address can accept pallets does not guarantee orders will be delivered by pallet. You may receive a mix of pallet and parcel deliveries based on the quantity and type of items in your orders. To receive a pallet delivery you need:

    - A receiving dock
    - Receiving hours between 8 a.m. and 12 noon Monday to Friday
    - A registered Amazon Business account

14. *Dynamic pricing model- can pricing be held once an order is placed (into the approval process)? Currently, a price may change while it is in the approval workflow process which causes issues for payments.*

    Response: Yes, Amazon Business will lock the price of any order in the approval process (direct site or punchout) for 7 days from the time an order is submitted to Amazon.

15. *Is Whispercast a part of the category 4 offering? If not now, can it be added?*

    Response: Whispercast is not currently part of the category 4 offering.

16. *Page 15- you list the business professional storefronts. Are these the only categories offered to Business customers or are there additional categories? Can storefronts be customized, i.e. - can certain storefronts be selected or de-selected?*

    Response: No, these are not the only categories offered to Business customers. When a customer registers for an Amazon Business account, the storefront will highlight categories most commonly purchased by organizations in the industry self-selected during the account setup process. All Business customers regardless of Industry, have access to the same selection.

17. *We are interested in on-site distribution centers as an option, please provide details on how that would work.*

    Response: Currently, Amazon offers two consumer focused on-site pick-up solutions, Amazon Locker and Amazon Campus. Amazon Locker provides you with a self-service delivery location to pick up and return your Amazon.com packages. Lockers are currently available in a variety of locations throughout the U.S. Amazon Campus offers convenient fulfillment and returns options, such as staffed customer order pickup and drop-off locations and Amazon Lockers, as well as Free One-Day Shipping benefits for students at a university.

    There may be future opportunities for Amazon Business to utilize Amazon Locker and Amazon Campus physical infrastructure. However, these opportunities are currently outside the proposed scope of this contract.

Amazon Business Accounts Terms & Conditions

Last updated October 31, 2016

These terms and conditions ("**Terms**") govern your access to and use of a set of features, services, and functionality on Amazon.com for registered business customers to purchase products and use services for business purposes ("**Amazon Business**"). These Terms constitute an agreement between Amazon Services LLC and/or its affiliates ("**Amazon**," "**we**," "**us**," or "**our**") and the entity you represent ("**you**"). Please note that your use of Amazon Business is also governed by the Conditions of Use and the Amazon.com Privacy Notice, as well as all other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website, all of which (as changed over time) are incorporated into these Terms. Capitalized terms have the meanings given to them in these Terms or the Conditions of Use.

1. REGISTRATION

An organization has a Business Account with Amazon once an individual associated with the organization registers the business and creates the first business user account associated with that organization. That individual can invite others to be part of the organization's Business Account. Each additional user that purchases or otherwise acts on behalf of the business and joins the organization's Business Account must create a new business user account that is part of and associated with the organization's Business Account. Business Accounts and business user accounts are intended for businesses and business-related organizations and may be used solely for business purposes. To create a business user account, users must use a valid email address. Unless explicitly permitted, a user may only create one account per email address. If a user creates a business user account using the email address and password connected to an existing Amazon customer account, the user must either (a) change the email address and password associated with the existing account, or (b) if the user wishes to have only one account, convert the existing account into a business user account (which may make business user account information visible to others as described in Section 2). Once you complete the Business Account registration and verification process, your organization will be registered with Amazon.

2. ACCOUNT MANAGEMENT

You are responsible for all activities that occur under your organization's Business Account and any associated business user accounts, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents). Except to the extent caused by our breach of these Terms, we and our affiliates are not responsible for unauthorized access to your Business Account or business user accounts. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your Business Account or associated business user accounts in accordance with these Terms) and are solely responsible for any use or action taken under your password. You will contact us immediately if you believe an

unauthorized third party may be using your Business Account or associated business user accounts or if your Business Account or any business user account information is lost or stolen. You are responsible for ensuring that all users affiliated with your organization's Business Account are aware of and comply with these Terms.

We may give users the ability to invite other individuals affiliated with your organization to create business user accounts that are associated with the organization's Business Account and purchase, approve or act as an administrator on behalf of your organization. Administrators have the ability to invite other users to join the Business Account and to administer, manage, or close business user accounts. You will be responsible for all actions taken by Business Account users. You acknowledge that users may have access to information from your Business Account and associated business user accounts, such as shipping addresses, payment methods, and order history. Administrators are responsible for inviting only people affiliated with, and authorized to act on behalf of, your organization to create a business user account that is associated with your organization's Business Account. Any user designated as an administrator will have similar capabilities to manage Business Account features and invite new users to purchase, approve or act as an administrator on behalf of your organization. You agree that Amazon is not responsible for, and will have no liability arising from, the disclosure of the information of your organization or any associated business user accounts to any user associated with your organization.

If any user with a business user account that is associated with your Business Account leaves your organization or is no longer authorized to purchase, approve or otherwise act on behalf of your organization, you are solely responsible for contacting Amazon through tools we designate to have that user's business user account closed, disabled or removed from the organization's Business Account. Amazon disclaims all liability for, and you are solely responsible for, any actions taken or purchases made prior to closing, disabling or removing the user's business user account from the organization's Business Account. Please review our Business Account FAQs carefully for more information on the effects of disabling or removing a business user account from your organization's Business Account. Please note that a business user account that is removed is converted back into a personal account, with the individual able to access order history for purchases made using an individual payment method while associated with the organization's Business Account.

If you, as an individual user, create a business user account that is associated with an organization's Business Account, you acknowledge and consent that your organization and designated individuals acting as administrators have full access to and authority over (a) your business user account (with the ability to close or disable your business user account or remove it from the business and convert it into a personal account), and (b) details from your business user account, such as, and not limited to: order history, addresses, payment details, and other personal information associated with your business user account. By creating a business user account that is associated with an organization's Business Account, you, as an individual user, consent to sharing this information with your organization and its designated representatives and agree to release Amazon for any and all liability for any of your business user account information provided to or used by your organization, the administrator(s) of your organization, and any other users associated with your organization.

3. BUSINESS AND ORDER VERIFICATION

We may use the business name, address, taxpayer ID# and any other information you provide about your organization or users or that we may request or determine is necessary to verify accuracy and eligibility for Amazon Business. We may make, directly or through third parties, inquiries to validate information that you provide to us. We may accept or refuse use of Amazon Business at our discretion and may modify purchasing rights or privileges at any time. We may share any information or documents you provide with third-party sellers that offer certain Amazon Business features for verification purposes.

Certain products require licensing, certification or other credentials to purchase them. To purchase such products, you must provide us with a valid license, certification or other credentials (collectively, the "**Credentials**"), as determined in our sole discretion. We may use information you provide, as well as information relating to your account such as your business name and address, to verify the Credentials, and we may request additional information from you to assist in that verification. We may, in our sole discretion and at any time, suspend or terminate your ability to purchase such products.

4. THIRD-PARTY SERVICE PROVIDERS

Amazon Business may enable third party service providers ("providers") to integrate with Amazon Business. If you choose to use such a provider in connection with your Business Account, you authorize Amazon to disclose to the provider account information, including, without limitation, information regarding you, your Users, your employees or agents, and your and your User's orders. You acknowledge this information will be governed by the provider's privacy, data and security policies. You and your Users consent to Amazon's sharing this information with the provider and agree that Amazon is not responsible for and will have no liability arising from Amazon's disclosure of, or any provider's use of, this information.

Amazon is not responsible for any services provided by the provider. You are responsible for the approvals of Amazon orders, verification of shipping addresses and any disputes regarding orders, and you agree that Amazon will have no liability arising in any way from your use of the provider, including, but not limited to, any unauthorized charges you or your employees or agents incur.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent, warrant and covenant that:

(a) you are using Amazon Business for business purposes and you agree that you will not purchase any products from Amazon.com for individual, personal, family or household use;

(b) your organization is duly organized, validly existing and in good standing in the jurisdiction in which your organization is registered;

(c) the individual entering into these Terms on behalf of your organization has all necessary legal authority to bind you to these Terms;

(d) you have all requisite right, power, and authority to enter into these Terms, perform your obligations, and grant the rights and authorizations in these Terms;

(e) any information provided or made available by you to Amazon or its affiliates is at all times accurate and complete;

(f) you and all your subcontractors and agents will comply with all applicable laws, rules, regulations, codes, orders and other requirements of governmental agencies ("**Laws**") in your performance of your obligations and exercise of your rights under these Terms and with your purchase and use of any products from Amazon.com;

(g) all users who use business features or purchase on behalf of your organization are authorized to do so and all purchases made by these users are authorized purchases of your organization;

(h) any Credentials, and all documentation or other information you provide to us to validate such Credential, are accurate, complete and reflect your Credential status, and that you will provide updates, additional Credentials or supporting information as required to ensure all such documentation or information remains up-to-date at all times;

(i) the provision to Amazon of any Credentials and related information, any delegation of purchasing authority under any Credentials and all purchases made using the Credentials are with the authority of the Credential holder;

(j) you will only purchase products requiring Credentials as permitted under any Laws and within the scope of any Credential you provide;

(k) if your Business Account has a tax exemption certificate associated with it, any tax exempt purchase made from business user accounts are paid for with the organization's funds;

(l) unless authorized by Amazon, you will not use any product purchased from Amazon.com in connection with, or to fulfill, a federal, state, or local government contract or subcontract, if doing so could subject Amazon to any term, condition, obligation or other provision different from or in addition to the provisions of these Terms;

(m) you will use any products purchased from Amazon.com as intended by the manufacturer and in compliance with all product information provided by the manufacturer;

(n) your purchase of products from us will not, either by your export of those products, your sale or use of those products, your legal status or otherwise, cause us to violate any Law;

(o) you are not an agent of Amazon and agree to comply with the applicable provisions of the Foreign Corrupt Practices Act. You are not on, or associated with, any person or entity on any of the blocked, denied or debarred persons and entities lists maintained by the U.S. Department of

Commerce's Bureau of Industry and Security, the U.S. Department of the Treasury's Office of Foreign Assets Control or the U.S. Department of State's Directorate of Defense Trade Controls (collectively, "**Denied Persons Lists**"); or subject to a denial order issued by the U.S. Department of Commerce. You agree (i) not to export any product to any entity or person within any country subject to United States economic sanctions or embargoes without obtaining prior authorization from the United States government, (ii) not to export or provide items to persons that are ineligible under United States Law to receive those items, including but not limited to persons on any Denied Persons List, and (iii) that any products purchased by you will not be used, or made available to a third party for use, in any activities directly or indirectly related to Weapons of Mass Destruction (WMD) proliferation activities; and

(p) you agree to comply with the Healthcare Disclosure Policies if you purchase products that are reimbursable under Medicare, Medicaid, or other federal or state healthcare programs.

6. LICENSE

Subject to your compliance with these Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business solely in accordance with these Terms. This license does not include the right to resell any Amazon Business feature; any collection and use of any product listings, descriptions, or prices; any derivative use of Amazon Business; any downloading or copying of Amazon Business information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rightsholders, or other content providers. No feature or part of Amazon Business may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose without express written consent of Amazon. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Amazon without express written consent. You may not use any meta tags or any other "hidden text" utilizing Amazon's name or trademarks without the express written consent of Amazon. You may not misuse Amazon Business. You may use Amazon Business only as permitted by law. The licenses granted by Amazon terminate if you do not comply with these Terms.

7. INDEMNIFICATION

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective officers, directors, employees, representatives and agents against any loss, claim, damage, settlement, cost, expense, tax or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to (a) any breach of the Terms, (b) any unlawful or improper use by anyone of any product ordered by you, or (c) your negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

8. PRODUCT INFORMATION; PRODUCT COMPLIANCE AND SUITABILITY

We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use.

Amazon does not guarantee compliance or suitability of products with any Laws, nor does Amazon accept responsibility for installation and/or use of a product. It is your responsibility to review the product application and all applicable Laws for each relevant jurisdiction to be sure that the installation and/or use involving the products comply with applicable Laws.

9. AMAZON.COM SITE AND FEATURES

9.1 SELLER CREDENTIALS. Any diversity, industry and other certifications made available to you are provided by third-party sellers on Amazon.com and have not been independently verified by Amazon. You should carefully review and validate any certifications and supporting information that you use to make your purchasing decisions. We take no responsibility and assume no liability for any certifications or supporting information provided by third-party sellers.

9.2 BUSINESS PRICING. We may provide you access to discounts for business customers. In these instances, the available price on the detail page will reflect this discount. You agree that any business pricing or discounts that Amazon provides to you are the confidential and proprietary information of Amazon. You agree not to manually copy or use any data mining, scraping, or similar data gathering and extraction tools with respect to such pricing or discounts. If you have negotiated pricing with a supplier and choose to have pricing that is specific to you available on Amazon Business, you acknowledge and agree that we may share sales information regarding products purchased by you at these prices with the applicable supplier (including any business or shipping addresses). You acknowledge that we may share contact information for your organization’s administrator or other applicable employees with the supplier in connection with this pricing.

9.3 LIVE EXPERT. Our LiveExpert service connects you directly with manufacturers' agents so you can ask technical and product related questions via chat, email, or phone. Product support agents are employed by the manufacturer and not Amazon. We record your communications with manufacturers' agents to monitor the quality of these communications. Any questions you ask or suggestions you provide may be used by Amazon for any purpose. We recommend that you not share any customer identifying information with manufacturers' agents to protect the privacy of your information. You acknowledge that all information and answers are provided by the applicable manufacturer, and that Amazon is not responsible for, and disclaims any liability related to, any content provided by any manufacturer.

9.4 GIFT CARDS. All purchases and redemptions of Amazon.com Gift Cards ("**Gift Cards**") are subject to the terms and conditions at https://www.amazon.com/gc-legal ("**Gift Card Terms**"). You may only distribute Gift Cards purchased through a Business Account or associated business user accounts as part of your employee or customer incentive, loyalty, rewards, recognition, or gifting program in the United States (each a "**Loyalty Program**"). You

may not imply that Amazon is associated with any Loyalty Program or use Gift Cards in any unsolicited communications. You may not use or distribute any intellectual property of Amazon in connection with any Loyalty Program. You may not resell or transfer Gift Cards for value or permit fees to be charged for a Gift Card. You may not permit Gift Cards to be used for internal use. You may not purchase or redeem, or suggest or direct that recipients use or redeem Gift Cards through the Amazon Associates Program. You may not purchase more than $10,000 in Gift Cards per day through your Business Account (including all associated business user accounts). You must ensure that your Loyalty Program complies with these restrictions and the Gift Card Terms. Amazon reserves the right, in its sole discretion, to reject orders or prohibit advertisement, offer, or distribution of Gift Cards in any location, in any manner, and by any individual or entity.

10. DISCLAIMER

AMAZON MAKES NO WARRANTY OR REPRESENTATION CONCERNING THE ACCURACY OF PRODUCT INFORMATION PROVIDED AND OUR SOLE LIABILITY FOR ANY LOSSES OR DAMAGES BY YOU ARISING FROM ANY INACCURACY IN THE PRODUCT INFORMATION WILL BE LIMITED TO REIMBURSEMENT OF THE PRICE PAID FOR THAT PRODUCT. AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW. AMAZON ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, MODIFICATION, MISREPAIR OR MISAPPLICATION OF THE PRODUCT.

11. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS ON AMAZON.COM, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

12. ENTIRE AGREEMENT

The terms and conditions in these Terms, the Amazon.com Conditions of Use, the Amazon.com Privacy Notice, and any applicable terms, conditions, policies, requirements or limitations contained on the Amazon.com website constitute the exclusive and complete agreement between Amazon and you. Amazon will not be bound by, and specifically rejects, any term, condition, obligation, or other provision which is different from or in addition to the provisions of these Terms or which may be in any order, receipt, acceptance, confirmation, correspondence or other document.

Any purchase order (PO) number or other internal information particular to your organization that is provided by a user during the purchasing process is provided only for your internal purchase tracking. Amazon doesn't agree to terms, conditions, obligations, or provisions that are different from or added to these Terms and the policies and information on the Amazon.com website.

13. AGREEMENT CHANGES

We may in our discretion change these Terms, Amazon.com's Conditions of Use and Privacy Notice, or any aspect of Amazon Business, without notice to you. From time to time, Amazon may choose in its sole discretion to add or remove benefits or features of Amazon Business. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR BUSINESS ACCOUNT AND BUSINESS USER ACCOUNT.

14. TERM; TERMINATION BY US

The term of these Terms will begin on the date you click to accept it and will continue until you or we terminate it. We may terminate these Terms and access to your Business Account, business user account or use of any business features at our discretion with or without notice. You are entitled to terminate these Terms by giving us notice and closing your account. Upon termination, all rights and obligations under these Terms will automatically terminate except for any right of action occurring prior to termination, payment obligations, and obligations that are intended to survive termination, including, without limitation, Sections 4 – 18 of these Terms.

15. FORCE MAJEURE

We will not be liable for any delays in delivery or failure to perform any of our obligations under these Terms by reasons, events or other matters beyond our reasonable control.

16. CONFIDENTIALITY; PUBLICITY

You will (a) protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with your use of Business Accounts; and (c) destroy or return all such information to us promptly when the Terms terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when you receive it. Unless you have received our express written permission, you will not otherwise use any trademark, service mark, commercial symbol or other proprietary right of ours, issue press releases or other publicity relating to us or these Terms, or refer to us in promotional materials. If authorized, you may only use Amazon trademarks in accordance with the Trademark Guidelines.

17. SUGGESTIONS

If you elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to Business Accounts (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

18. MISCELLANEOUS

Your use of Business Accounts is subject to the disputes and applicable law provisions of the Conditions of Use, which are incorporated by reference.

The parties to these terms are independent contractors. These Terms do not create any third party beneficiary rights in any individual or entity that is not a party to these Terms. You may not assign these Terms, by operation of law or otherwise, without our prior written consent. Subject to that restriction, these Terms will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns. We may perform any of our obligations or exercise any of our rights under these Terms through one or more of our affiliates. Our failure to enforce your strict performance of any provisions of these Terms will not constitute a waiver of our right to enforce such provisions or any other provision of these Terms subsequently. If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. In the event of any conflict between these Terms and the Conditions of Use, these Terms will prevail.

SECTION 11

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS (PWCS)
GENERAL TERMS AND CONDITIONS
(RFP-Revised 1/19/17)

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting proposals: failure to do so will be at the Offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.

CONDITIONS OF OFFERING A PROPOSAL

2. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site, http://purchasing.departments.pwcs.edu/.

3. **DEBARMENT STATUS**: By submitting their proposal, the Offeror certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Offeror an agent of any person or entity that is currently so debarred.

4. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposal, the Offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any 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 was exchanged.

5. **INCLEMENT WEATHER**: Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:

   CODE GREEN: All PWCS schools are closed. Administration offices are opened.

   CODE RED: All PWCS schools are closed. Administration offices are closed.

   5.1. In the event of a delay school opening, all times shall remain as stated in the Request for Proposal.

   5.2. In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-proposal conference and all proposal openings will be held as scheduled.

   5.3. In the event that PWCS closes on a CODE RED, any optional/mandatory pre-proposal conference and all proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

6. **LATE PROPOSALS**: To be considered for selection, proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the Purchasing Office. Proposals received in the Purchasing Office after the date and hour designated are **late,** automatically disqualified and will not be considered. ***PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Offeror to ensure that his/her proposal reaches the Purchasing Office by the designated date and hour***.

7. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS**: Failure to submit a proposal in the format as required by the Request for Proposals may be cause for rejection of the proposal. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Offeror withdraw or modify any additions or deletions to the proposal.

8. **OBLIGATIONS OF OFFEROR:** By submitting a proposal, the Offeror covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of misunderstanding or lack of information.

9. **OFFICIAL NOT TO BENEFIT**:

   9.1. Each Offeror certifies by signing a proposal that to the best of his/her knowledge no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, rescission of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.

   9.2. Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

   9.3. In the event the Offeror has knowledge of benefits as outline above, this information should be submitted with the proposal. If

the above does not apply at time of award of contract and becomes known after inception of a contract, the Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20109. The Request for Proposal number shall be referenced in the disclosure.

10. **PRECEDENCE OF TERMS**: PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:

The Notice of Award or Purchase Order/Contract (highest precedence),
Addenda,
Scope of Services
The signed proposal submitted by the Contractor,
Request for Proposal,
The prevailing Amazon Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180).
These General Terms and Conditions (lowest precedence).

11. **QUALIFICATIONS OF OFFERORS**: PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy PWCS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.

12. **VENDOR REGISTRATION**: All vendors desiring to provide goods and/or services to PWCS shall register on-line at http://purchasing.departments.pwcs.edu/. Failure to register will result in the proposal being non-responsive unless an acceptable reason for the failure to register is approved by the Supervisor of Purchasing.

CONTRACT PROVISIONS

13. **ANTI-DISCRIMINATION**: By submitting their proposal, the Offeror certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). In every contract over $10,000 the provisions in 13.1 and 13.2 below apply:

During the performance of this contract, the Contractor agrees as follows:

13.1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.4. The Contractor will include the provisions of 13.1, 13.2 and 13.3 above in every subcontract over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. **PROHIBITION AGAINST UNIFORM PRICING**-The Supervisor of Purchasing shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

15. **APPLICABLE LAWS AND COURTS**: Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and Conditions, this solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.

16. **APPROPRIATION OF FUNDS**: All funds for payments by PWCS under this contract are subject to the availability of an annual appropriation for this purpose by PWCS. In the event of non-appropriation of funds by PWCS for the goods or services provided under the contract or substitutes for such good or services which are as advanced or more advanced in their technology, PWCS will terminate the contract, without termination charge or other liability to PWCS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this contact, cancellation will be accepted by the Contactor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and PWCS shall not be obligated under this contract beyond the date of termination. Notwithstanding the foregoing, PWCS will pay for all goods or services that are ordered and shipped or performed.

17. **ASSIGNMENT OF CONTRACT**: Neither party may assign this Contract without the prior written consent of the other party, except that Contractor may assign this Contract to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of Contractor's assets or any similar transaction. Subject to this limitation, this Contract will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. For purposes of this section, the term "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with Contractor.

18. **AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** Any Offeror registered or organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity as described in the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. The proper legal name of the firm or entity, form of the firm (i.e. corporation, limited partnership, etc) and the identification number issued to the Offeror by the State Corporation Commission must be written in the space provided on the proposal submission form and Vendor Information Form. Any Offeror not required to be authorized to transact business in the Commonwealth of Virginia shall include in its proposal a statement/documentation from their legal counsel describing why the Offeror is not required to be registered. Failure of a prospective and/or successful Offeror to provide such documentation shall be grounds for rejection of their proposal. For further information, refer to the Commonwealth of Virginia State Corporation Commission Web site at: www.scc.virginia.gov. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to the VPPA § 2.2-4311.2., Code of Virginia, Title 13.1 or Title 50 may be cause for debarment by PWCS.

19. **BUSINESS LICENSES:** The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Prince William County Code. Information regarding business license requirements is available on the Prince William County website at www.pwcgov.org.

20. **CONTRACT DOCUMENTS/PURCHASE ORDERS**: The Contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, the Notice of Award or Contract, these General Terms and Conditions and the prevailing Amazon Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders and payments against contracts will be placed in accordance with the methods made available on Contractor's Amazon Business marketplace (currently available at www.amazon.com/business).

21. **CONFIDENTIALITY AND RETURN OF RECORDS**:

21.1. The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of PWCS' request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Contract Administrator or designee. Notwithstanding the foregoing, Contractor may use or disclose information provided by PWCS for the limited purposes set forth in the prevailing Amazon Business Accounts Terms and Conditions. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Contract Administrator or designee for response. At PWCS' request, the Contractor shall deliver all Records to the Contract Administrator, including "hard copies" of computer records, and at the PWCS request, shall destroy all computer records created as a result of PWCS' request for services under this Contract.

21.2. The Contractor agrees to include the provisions of this section as part of any Contract the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

21.3. No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

22. **DRUG-FREE WORKPLACE**: During the performance of this contract, the Contractor agrees as follows:

22.1. Provide a drug-free workplace for the Contractor's employees.

22.2. Include the provisions of the foregoing clauses in every subcontract over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

23. **EMPLOYEES NOT TO BENEFIT:** No employee of PWCS shall be admitted to any share or part of this contract or to any benefit that may arise therefrom which is not available to the general public.

24. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: In accordance with §2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in The Federal Immigration Reform and Control Act of 1986.

25. **INDEMNIFICATION**: Contractor agrees to indemnify PWCS and its officers, directors, employees, representatives and agents against any third-party loss, claim, damage, settlement, cost, expense or other liability (including, without limitation, reasonable attorneys' fees) (each a "**Claim**") arising from or related to Contractor's gross negligence or intentional misconduct, except, in each case, to the extent caused by the negligence or intentional misconduct of PWCS. Contractor will use counsel reasonably satisfactory to PWCS to defend each Claim against PWCS. Contractor may not consent to the entry of any judgment or enter into any settlement of a Claim against PWCS without its prior written consent, which may not be unreasonably withheld. In no event shall Contractor's obligation to indemnify PWCS exceed the amount paid for the goods or services that are the subject of the Claim. This provision supersedes Amazon Business Accounts Terms and Conditions currently at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180.

26. **LIMITATION OF LIABILIITY**: The Contractor will not be held responsible for failure to perform the duties and responsibilities imposed by the contract if such failure is due to strikes, fires, riots, rebellion and major forces beyond the control of the Contractor that make performance impossible or illegal, unless otherwise specified in the Contract.

27. **MODIFICATIONS TO THE CONTRACT**: PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of services of this Contract, and within the general scope thereof.

28. **NON-DISCRIMINATION OF CONTRACTORS**: Any potential Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations are also protected from discrimination on the basis of religious character as provided below.

28.1. Faith-based organizations may enter into contracts with PWCS on the same basis as any other nongovernmental source may do so without impairing the religious character of such organization and without diminishing the religious freedom of the beneficiaries of assistance provided under such contracts.

28.2. PWCS shall not impose conditions on contracts that restrict the religious character of the faith-based organization, except that money paid to the faith-based organization by or on behalf of PWCS will not be spent for religious worship, instruction, or proselytizing.

28.3. Any faith-based organization awarded a contract by PWCS shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by PWCS.

28.4. Faith-based organizations retain the right to employ persons of a particular religion to perform work connected with the carrying on by such organization of its activities.

28.5. If an award of contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of objection, access to equivalent goods, services, or disbursement from an alternative provider.

28.6. Any faith-based organization that is awarded a contract to provide goods, services, or disbursements to individuals shall also provide to such individuals a notice in bold face type that states: "Neither the public body's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character

practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider.

29. **RELATIONSHIP TO PWCS:** The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of PWCS. PWCS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. PWCS will not withhold from the contract payments to the Contractor any federal or state unemployment. PWCS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by PWCS for its employees.

30. **SMALL AND MINORITY BUSINESS ENTERPRISES**: It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor will promote Small and Minority Businesses via the Contractor's Seller Credentials program available on the Amazon Business marketplace. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.

31. **SUBCONTRACTS:**

31.1. The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State in which the work under this contract is to be performed.

31.2. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

31.3. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

31.4. Nothing contained in this contract shall create any contractual relationship between any subcontractor and PWCS.

31.5. PWCS has the right to approve or disapprove the use of any subcontractors being offered by the Contractor.

31.6. For the avoidance of doubt, Contractor does not contemplate using subcontractors in the performance of this Contract and Contractor's vendors, third-party sellers and service providers providing goods and services hereunder shall not be deemed subcontractors under any of these General Terms and Conditions.

32. **TERMINATION FOR CAUSE/DEFAULT**: In case of failure to deliver goods or provide services in accordance with the Contract, PWCS, after due oral or written notice, may procure them from other sources. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:

32.1. If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

32.2. Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined. For the avoidance of doubt, nothing in this section shall limit Contractor's or PWCS' right to terminate a business account in accordance with the prevailing Amazon Business Accounts Terms and Conditions.

32.3. **TERMINATION FOR CONVENIENCE**: PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best interest of PWCS. Any such termination shall be effected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services. For the avoidance of doubt, nothing in this section shall limit Contractor's or PWCS' right to terminate a business account in accordance with the prevailing Amazon Business Accounts Terms and Conditions.

33. **USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS**:

33.1. Offerors are advised that all resultant contracts will be extended, with the authorization of the Offeror, to Northern Virginia Metropolitan Washington Council of Governments jurisdictions and other jurisdictions and Political Subdivisions of the Commonwealth of Virginia to permit their ordering of supplies and/or services at the prices and terms of the resulting Contract. If any other jurisdiction decides to use the final Contract, the Contractor must deal directly with that jurisdiction or political subdivision concerning the placement or orders, contractual disputes, and payment. PWCS acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your proposal.

33.2. Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

33.3. PWCS shall not be held liable for any costs or damage incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

34. **VIRGINIA FREEDOM OF INFORMATION ACT**: Notwithstanding any Confidentiality or Publicity provisions in the prevailing Amazon Business Accounts Terms and Conditions, Contractor acknowledges that PWCS is an instrumentality of the Commonwealth of Virginia subject to the Virginia Public Records Act (Code of Virginia, Title 42.1, Chapter 7). Subject to the foregoing, PWCS will only disclose this Contract and all confidential information exchanged in connection with this Contract after providing Contractor with notice of any Public Records Act requests and allowing Contractor the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by the applicable law.

34.1. Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.

34.2. Proposal records shall be open to the public only after award.

34.3. Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to resolicit.

34.4. **Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.**

34.5. Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular offer was not deemed to be the most advantageous to PWCS.

35. **INVOICES**: Invoices for goods and/or services ordered, delivered and accepted shall be submitted in accordance with the methods made available to PWCS on Contractor's Amazon Business marketplace.

36. **PAYMENT TERMS**:

36.1. Payment will be made in accordance with the methods and terms made available to PWCS on Contractor's Amazon Business marketplace. .

37. **PAYMENT TO SUBCONTRACTORS**:

37.1. A Contractor awarded a contract under this solicitation is hereby obligated to:

37.1.1. Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or,

37.1.2. Notify PWCS and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.

37.2. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

37.3. The provisions of 42.1 through 42.3 apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

37.4. For the avoidance of doubt, Contractor does not contemplate using subcontractors in the performance of this Contract and Contractor's vendors, third-party sellers and service providers providing goods and services hereunder shall not be deemed subcontractors under any of these General Terms and Conditions.

38. **TAX EXEMPTION**: PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. Contractor shall make available its Amazon Tax Exemption Program to PWCS and allow PWCS to apply its tax exemption status to eligible purchases from Contractor's Amazon Business marketplace.

39. **TAXES:** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Contract. All fees payable by PWCS are exclusive of applicable taxes and duties, including, without limitation, VAT, excise taxes, sales and transaction taxes and gross receipts taxes ("Indirect Taxes"). PWCS will provide such information to Contractor as reasonably required to determine whether Contractor is obligated to collect Indirect Taxes from PWCS. Contractor shall not collect, and PWCS shall not pay, any such Indirect Tax or duty for which PWCS furnishes Contractor a properly completed exemption certificate or a direct payment permit certificate or for which Contractor may claim an available exemption form Indirect Tax. All payments made by PWCS to Contractor under this Contract will be made free and clear of any withholding or deduction for taxes. If any such taxes (for example, international withholding taxes) are required to be withheld on any payment, PWCS will pay such additional amounts as are necessary so that the net amount received by Contractor is equal to the amount then due and payable under this Contract. Contractor will provide PWCS with such tax forms as are reasonable requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Contract.

40. **TITLE TRANSFER:** To the extent that title to any digital or tangible property is transferred under this Contract, title will transfer from PWCS to Contractor upon receipt by Contractor.

OFFEROR/CONTRACTOR REMEDIES

41. **ACCEPTANCE OF OFFERS BINDING 120 DAYS:** Unless otherwise specified in the RFP, all formal offers submitted shall be binding for one hundred twenty (120) calendar days following proposal opening date, unless extended by mutual consent of all parties.

42. **ARBITRATION:** Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and Conditions, it is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the contract documents.

43. **AUDIT:** To the extent that PWCS has questions about the data supplied by Contractor in any accounting statements or reports, or the amount or calculation of amounts paid to Contractor, the parties will engage in good faith efforts to resolve such questions and, upon PWCS' reasonable request, Contractor will furnish back-up documentation sufficient to verify the accuracy and completeness of such accounting statements or reports, and to demonstrate the manner in which amounts owed were calculated. .

44. **CONTRACTUAL DISPUTES**: Notwithstanding any provision in the prevailing Amazon Business Accounts Terms and conditions, any dispute concerning a question of fact including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

45. **EXHAUSTION OF ADMINISTRATIVE REMEDIES**: No potential Offeror or Contractor shall institute any legal action until all administrative remedies available under this solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

46. **PROTEST OF AWARD OR DECISION TO AWARD**: Any Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Protest Officer no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Protest Officer shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken.

46.1. If, prior to award, it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

46.2. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.

46.3. An award need not be delayed for the period allowed an Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the offer would expire.

47. **SEVERABILITY:** The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Contract.

AMENDMENT NO. 1 TO
COOPERATIVE PURCHASING AGREEMENT AND
PARTICIPATING ADDENDUM

This Amendment No. 1 ("Amendment") is entered into as of June 4, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California, ("County") and Amazon.com Services LLC, a Delaware limited liability company ("Amazon"). The County and Amazon are sometimes referred to herein together as the "Parties," and each as a "Party." Capitalized terms used but not defined herein shall have the same meanings the terms have in the Cooperative Purchasing Agreement and Participating Addendum, dated June 22, 2021 ("Agreement"), between the County and Amazon.

Recitals

A. The Parties entered into the Agreement on June 22, 2021, enabling the County to make purchases of materials, supplies, and other items from Amazon's online marketplace under the terms of the Master Contract, as modified by the Agreement.

B. The Agreement includes an expiration date of June 21, 2024. The Master Contract has been extended through January 18, 2026, and could be extended again by up to two additional years. The Parties desire to amend the Agreement to extend the term through January 18, 2026, and to provide for one additional two-year extension in the event the term of the Master Contract is extended by two additional years.

Amendment

Now, therefore, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Section 1 (Term) of the Agreement is deleted in its entirety and replaced with new Section 1, to read:

   "**1. Term**. The term of this Agreement begins on the Effective Date, and it expires January 18, 2026. If the term of the Master Contract is extended beyond January 18, 2026, this Agreement may be extended by the same period. If the Master Contract is terminated during the term of this Agreement, Amazon shall provide the County notice of such termination in a manner that Amazon deems reasonable, and Amazon shall continue satisfying its obligations under this Agreement for the remainder of the then-current term of this Agreement as if the Master Contract were still in effect, unless otherwise provided for in the notice of termination."

2. Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the Effective Date first written above.

Contra Costa County

By: _____
Name: Cynthia Shehorn
Title: Procurement Manager

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Amazon.com Services, LLC

By: _____
Name:
Title:

PWCS
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen L Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No: _____

Prices and/or Discounts to Remain the Same: Yes: X No: _____ If no, explain under separate cover.

Vendor: DocuSigned by: Brett Tuson — Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Date: October 30, 2023

Purchasing: Colleen Keener — Legally Authorized Signature

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: 11/6/2023

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1655 **Agenda Date:** 6/4/2024 **Agenda #:** C.92.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County a participating addendum with W.W. Grainger, 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 a participating addendum with W.W. Grainger, Inc., and issue a blanket purchase order for purchases of parts, equipment, and materials by County departments under a cooperative purchasing contract available through the Omnia Partners cooperative purchasing program, for an amount not to exceed $750,000 during the period from June 4, 2024, through December 31, 2024.

FISCAL IMPACT:
100% User Departments.

BACKGROUND:
Contra Costa Purchasing Services is requesting a new purchase order to issue to W.W. Grainger, Inc., to purchase Maintenance, Repair and Operating Supplies under the OMNIA Cooperative Agreement with guaranteed pricing, tiered rebate incentives, discounts on thousands of products and no minimum purchase requirements.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval of a new purchase order, County Departments will pay full price on the products they order, with no incentives or rebates back to the County's General Fund.

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under OMNIA Purchasing Cooperative Program

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Participating Entity:
CONTRA COSTA COUNTY

Contractor: W.W. Grainger, Inc.

This Agreement is made and entered into as of June 4, 2024 ("Effective Date"), by and between Contra Costa County, a political subdivision of the State of California ("County"), and W.W. Grainger, Inc., an Illinois corporation, (hereinafter referred to as "Grainger") whose principal place of business is 100 Grainger Parkway, Lake Forest, IL 60045. The County and Grainger are sometimes referred to herein together as the "Parties," and each as a "Party."

Whereas, Grainger offer maintenance repair and operations supplies, parts, and equipment under Contract #192163, awarded by the City of Tucson, Arizona, as previously amended, ("Master Contract;" the most recent amendment is dated March 6, 2023) and made available to public agencies nationally by OMNIA Public Purchasing Purchasing Alliance ("OMNIA"), after a competitive bid process.

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program provides a benefit to the County, but that certain terms and conditions of the Master Contract must be modified to meet legal requirements that apply to the County.

Whereas, the County previously entered into a participating addendum with Grainger to participate under the Master Contract, but that participating addendum expired December 31, 2023 ("Prior Participating Addendum"). The County previously issued a purchase order under the Prior Participating Addendum, dated November 16, 2021 ("Prior Purchase Order"), but inadvertently neglected to extend the term of the participating addendum through December 31, 2024. After this participating addendum is effective, a new purchase order will be issued for purchases under this Agreement.

Now therefore, Grainger and the County agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and it expires on December 31, 2024. If the Master Contract is terminated prior to the expiration of the term, or any extension thereof, Grainger shall help the County select a replacement cooperative contract to continue to perform under this Agreement until the term of this Agreement, or extension thereof, expires, or until this Agreement is terminated.

2. Payment Limit. The County's total payments to Grainger under this Agreement shall not exceed $750,000 ("Payment Limit"). Nothing in this Agreement obligates the County to make any purchases, or any particular volume of purchases, under this Agreement.

3. Changes to Master Contract. For the purposes of this Agreement, the terms of the Master Contract are incorporated in, and made a part of, this Agreement, except for those terms of the Master Contract that are modified by this Agreement, as follows:

    a. Parties. Each reference to "City of Tucson," and "City" in the Master Contract is deleted and replaced with "Contra Costa County" and "County," respectively*. Each reference to "Department of Procurement" or "Procurement Department" in the Master Contract is hereby deleted and replaced with "Purchasing Agent.*" * as applicable to a participating member of the cooperative on the Master Contract.

b. Insurance. Notwithstanding anything to the contrary in the Master Contract, each certificate of insurance that Grainger, or any subcontractor of Grainger, is required to provide the County shall name "Contra Costa County, its officers, employees, and representatives" as additional insureds.

c. Affirmative Action. Section 2 (Affirmative Action) of the Standard Terms and Conditions of the Master Contract is hereby deleted.

d. Applicable Law. Section 4 (Applicable Law) of the Standard Terms and Conditions of the Master Contract is hereby deleted and replaced with new Section 4, to read:

"4. Applicable Law. This Contract shall be governed by the laws of the State of California, without regard to conflict of laws principles. Any litigation brought under this Contract shall be filed in a state or federal court in California where venue is proper, and which has jurisdiction over the parties and over the subject matter of the litigation."

e. Confidentiality of Records. Section 9 (Confidentiality of Records) of the Standard Terms and Conditions of the Master Contract is hereby deleted in its entirety and of no further force or effect.

f. Federal Immigration Laws and Regulations. In Section 16 (Federal Immigration Laws and Regulations) of the Standard Terms and Conditions of the Master Contract, each reference to an Arizona statute or law is hereby deleted.

g. Human Relations. Section 19 (Human Relations) of the Standard Terms and Conditions of the Master Contract is hereby deleted.

h. Israel Boycott Divestments. Section 24 (Israel Boycott Divestments) of the Standard Terms and Conditions of the Master Contract is hereby deleted.

i. Payments. Notwithstanding anything to the contrary in Section 30 (Payment) of the Standard Terms and Conditions of the Master Contract, the County may make any payments to the Contractor by any lawful method, including but not limited to credit card, procurement card, check, or warrant.

j. Public Records. The following term is hereby added to the Master Contract, to read:

"Public Records. The County is a California public agency that is required to comply with local, state, and federal laws regarding public records, including but not limited to the California Public Records Act (Cal. Gov. Code, § 6250, et seq.) and the County's Better Government Ordinance (Contra Costa County Ordinance Code, Division 25). This Contract, and all materials produced for or provided to the County under this Contract,

will be disclosed upon request if the County determines the materials constitute disclosable public records under the California Public Records Act or under the Better Government Ordinance, or under any other local, state, or federal law or regulation." Grainger reserves the right to exercise any or all of its rights under the California Public Records Act and any other applicable California law or any other local, state or federal law or regulation to protect its confidential, proprietary or trade secret information from public or third-party disclosure.

4. Governing Law. Notwithstanding anything to the contrary in the Master Contract, this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. Any litigation to enforce or interpret this Agreement shall be filed and prosecuted in a state or federal court in California where venue is proper and which has jurisdiction over the parties and the subject matter of the litigation.

5. No Joint Venture. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and Grainger.

6. Amendment. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.

7. Termination. Notwithstanding anything to the contrary in the Master Contract, either the County or Grainger may terminate this Agreement at any time upon sixty (60) days written notice to the other party at the other party's address specified in Section 9 (Notices).

8. Performance.

    a. Grainger affirms that there are no encumbrances or obstacles, which will prohibit its performance pursuant to the terms of this Agreement. Grainger shall be solely responsible for guaranteeing any of its dealers, distributors, or subcontractors perform in accordance with the requirements of this Agreement. To make purchases under this Agreement, the County will issue one or more purchase orders that incorporate this Agreement by reference. Where a purchase order incorporates this Agreement by reference, the terms of this Agreement shall apply to and govern that purchase order. If the County issues any purchase orders to acquire goods or services under this Agreement, to the extent that there is any conflict between the terms of the purchase order and a term in this Agreement, the term of the Master Contract shall govern and prevail over the conflicting term in the purchase order.

    b. Notwithstanding the expiration of the Prior Participating Addendum, Grainger agrees that the terms of the Prior Participating Addendum shall apply to all purchases made under

the Prior Purchase Order. Upon the Effective Date written above, the Prior Purchase Order is hereby cancelled, except for outstanding orders made prior to the Effective Date.

c. Nothing in this Agreement authorizes Grainger to perform, and Grainger agrees to not perform, any services or work that would require the payment of prevailing wages under the California Labor Code, or formal or informal bidding under the California Public Contract Code.

9. Notices. Notices to the parties shall be provided to:

W.W. Grainger, Inc.

W.W. Grainger, Inc.
444 Doolittle Drive
San Leandro, CA 94577-1016
Telephone: (925) 353-8996
Contact: Benjamin Nichols – GVP, Government and Healthcare
Account Manager: Email: Frank.cuneo@grainger.com

County:

Contra Costa County-Purchasing Services
40 Muir Road, 2nd floor
Martinez, CA 94553
Telephone: (925) 957-2495
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day deliver prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement may not be assigned by either party without the express written permission of the other party, which shall be within that party's sole discretion to provide.

PARTICIPATING ADDENDUM
for
Maintenance, Repair & Operations (MRP) Supplies, Parts, Equipment, and Materials under OMNIA Purchasing Cooperative Program

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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

Participating Entity: **Contra Costa County**	Contractor: **W.W. Grainger, Inc.**
Signature:	Signature:
Name: Cynthia Shehorn	Name:
Title: Procurement Services Manager	Title:
	Signature:
	Name:
	Title:

Approved as to form:

Thomas L. Geiger, County Counsel

By: _____

Assistant County Counsel

Attachment:

Master Contract

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1656 **Agenda Date:** 6/4/2024 **Agenda #:** C.93.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Grant applications for Cycle 7 of the Active Transportation Program, El Sobrante and North Richmond areas

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to submit grant applications to the State of California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC) for Cycle 7 of the Active Transportation Program (ATP) grant program for the Appian Way Pedestrian Improvements Project, San Pablo Dam Road Complete Streets Project, Verde Elementary Safe Routes to School Project, and North Richmond Bicycle and Pedestrian Network Project, El Sobrante and North Richmond areas. (District I)

FISCAL IMPACT:
79% Federal Funds and 21% Local Road Funds.

BACKGROUND:
On March 22 and March 27, 2024, the State of California Department of Transportation (Caltrans) and the Metropolitan Transportation Commission (MTC), respectively, issued a Call for Projects for Cycle 7 of the Active Transportation Program (ATP) grant program. In the Call for Projects, Caltrans and MTC solicit applications for projects that have an overall purpose of encouraging active modes of transportation such as walking and biking. The program aims to increase the share of walking and biking trips, increase safety and mobility for non-motorized users, help regional agencies achieve greenhouse gas reduction goals, enhance public health, ensure that disadvantaged communities fully share in program benefits, and provide a broad spectrum of projects to benefit many types of active transportation users. Applications must be submitted by June 17, 2024.

Caltrans and MTC have authorized approximately $284 million and $49 million for the statewide and regional components, respectively, of the ATP grant program. The County intends to apply for four grants for Cycle 7 of the ATP grant program.

Caltrans and MTC will evaluate applications based on the following primary criteria: (1) benefits to disadvantaged communities; (2) need; (3) safety; and (4) public participation and planning. Depending on the scope and estimated cost of the project, the following additional criteria will be considered: (5) scope and plan layout consistency and cost effectiveness; (6) context sensitive and innovation; (7) transformative projects; and (8) leveraging.

On May 13, 2024, the Transportation, Water & Infrastructure Committee reviewed the candidate projects listed below and recommended that the Board of Supervisors approve their submission as grant applications.

RECOMMENDED CANDIDATE PROJECTS:

Public Works staff reviewed its planned transportation projects countywide against the grant program's evaluation criteria. Based on the current cycle's scoring rubrics and submittals to prior program cycles, a project's location within a disadvantaged community as defined by the program's Call for Projects was essentially a requirement to be awarded grant funding. The requirement to benefit a disadvantaged community greatly limited the selection to a few unincorporated areas, while existing public outreach efforts and current level of design further narrowed the potential projects to those in the El Sobrante and North Richmond areas. Public Works staff recommends submitting grant applications for the projects summarized below:

1. Appian Way Pedestrian Improvements - El Sobrante (District 1)

Appian Way is a roadway arterial that serves as a primary route of travel within the El Sobrante community. The corridor comprises small businesses that serve within a largely residential community. Appian Way serves as an important travel route for residents and students.

The proposed project will enhance pedestrian safety and connectivity by adding crosswalk enhancements at five uncontrolled crosswalk locations and filling in sidewalk gaps along Appian Way. The five locations that will receive crosswalk improvements along Appian Way are at the intersections of Garden Road, Santa Rita Road, Pebble Drive, Rincon Road, and Argyle Road. The crosswalk enhancements at these locations include: the installation of curb extensions, rapid rectangular flashing beacons, median islands, curb ramps, and updated striping. This application is a resubmittal from last cycle.

2. San Pablo Dam Road Complete Streets - El Sobrante (District 1)

This 2.3-mile-long segment of San Pablo Dam Road between Appian Way and Castro Ranch Road has been identified in the Contra Costa County Vision Zero Action Plan as a high priority area for safety improvements based on several criteria such as number of collisions, traffic and pedestrian volumes, and existing road geometrics.

The proposed project primarily comprises a "road diet" to convert the existing four-lane San Pablo Dam Road to a three-lane roadway with one lane in each direction and a center two-way left-turn lane. The additional roadway width will be used to install bicycle lanes. Additional work will involve removing the existing pavement striping and markings, applying a slurry seal, traffic signal modifications, installing the new pavement striping and markings, and installing pedestrian crosswalk improvements.

Town hall meetings have been held with the El Sobrante community, and there has been a strong support for this project. The survey identified that over 80 percent supported the proposed road diet along San Pablo Dam Road.

3. Verde Elementary Safe Routes to School - North Richmond (District 1)

Market Avenue is a major thoroughfare in the underserved community of North Richmond and is a popular route to Verde Elementary School. Market Avenue was improved with Class III bicycle markings along the project limits in 2022 and curb extensions were installed at the intersection of Giaramita Street in 2024. However, the remaining pedestrian infrastructure is deficient, the vehicle lanes are wider than they needed, and the sidewalks are narrow and failing. The emphasis on vehicle travel is no longer a cultural trend and this community needs an investment in the pedestrian infrastructure to promote active mobility. As one of the most impoverished communities in the state, the proposed project will provide a pedestrian-friendly corridor to connect North Richmond residents to Verde Elementary School, transit, market, community services and places of worship to uplift this community and promote a more sustainable community and healthy lifestyles.

The proposed project will reduce the vehicle travel lane widths along Market Avenue between Fred Jackson Way and 7th Street to accommodate wider sidewalks for a more comfortable walking environment and street trees to promote urban greening. Additionally, curb extensions will be installed at the intersection of Verde Avenue and Giaramita Street located north of Market Avenue, which leads to Verde Elementary School. These improvements will calm speeding traffic and deter semi-trucks from using this community as a cut-through to the industrial area to the north. Pedestrian comfort will be enhanced by brightening the existing streetlights and installing new streetlights at adjacent joint utility poles. This project is a resubmittal from last grant cycle. This project was previously submitted as "Market Avenue Sidewalk Widening" but has been renamed to better reflect the connection of the project with Verde Elementary.

4. North Richmond Bicycle and Pedestrian Network - North Richmond (District 1)

The existing conditions in North Richmond's growing job sector offer many challenges for all people walking, biking, or rolling to their jobs. These challenges mainly take the form of wide travel lanes and gaps in pedestrian and bicyclist infrastructure, indicative of overall lack of connectivity for all road users. The multiple gaps in sidewalk infrastructure reach several thousand feet in total, and Class II bike facilities only exist along the minimal frontage of Sunborne Nursery on Central St and partway through Brookside Drive, which is disconnected from the rest of the bike network. Some streets, such as the eastern portion of Brookside Drive, have neither sidewalks nor bike lanes. Based on community engagement, there is concern for the lack of active transportation infrastructure discouraging people from walking or biking and creating stressful conditions for residents who currently walk or bike to their destinations because they have no other means to do so. Most residents during outreach for the project indicated that they would not feel comfortable walking or biking in this area and would not feel comfortable letting their children walk or bike in the area. In addition, the project area lacks lighting at night.

The proposed project will focus on addressing the deficiencies in the local active transportation network, and install sidewalks and bike paths where missing. Over 10,000 feet of Class II bike facilities will be installed on Pittsburg Avenue, Central Street, Fred Jackson Way, and Brookside Drive. In addition, the project will install widened sidewalks, crosswalks, and lighting to improve safety for pedestrians.

The North Richmond Bike Network Project will provide a multi-modal friendly transportation network that will overcome the challenges that residents face getting to and from work. The proposed improvements will not only increase roadway safety for active transportation users and minimize pedestrian and bicyclist discomfort, but also encourage a mode-shift to walking, biking, and rolling for the community's' local trips.

If authorized to proceed, staff will finalize and submit the grant applications for the recommended candidate

projects by June 17, 2024.

CONSEQUENCE OF NEGATIVE ACTION:
If the Public Works Department is not authorized to submit the application, grant funding will not be available, which will delay the design and construction of these projects.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1657 **Agenda Date:** 6/4/2024 **Agenda #:** C.94.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Agreement for Joint Road Pavement Maintenance Overlay of Pleasant Hill Road, Unincorporated Lafayette area, District IV.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Agreement for Joint Road Pavement Maintenance Overlay between Contra Costa County and the City of Lafayette, effective June 4, 2024, to reimburse the City for costs related to the roadway overlay of Pleasant Hill Road in unincorporated Lafayette, District IV.

FISCAL IMPACT:
The County will reimburse the City of Lafayette for costs associated with the pavement overlay work in unincorporated Lafayette. (100% Local Road Funds)

BACKGROUND:
The Contra Costa County Public Works Department and City of Lafayette wish to make a joint agreement to complete pavement maintenance overlay work in our mutual jurisdictions. The City is willing to take the lead to advertise and award a contract to complete this work and include the County's portion of Pleasant Hill Road as part of the overall project. Per the agreement, the County will reimburse the City for costs associated with the overlay work.

CONSEQUENCE OF NEGATIVE ACTION:
The Joint Road Pavement Maintenance Overlay agreement would not be approved and the City would not be responsible for the overlay of the County's portion of Pleasant Hill Road in unincorporated Lafayette.

AGREEMENT REGARDING JOINT ROAD PAVEMENT MAINTENANCE OVERLAY PROJECT 2024

This AGREEMENT REGARDING JOINT ROAD PAVEMENT MAINTENANCE OVERLAY PROJECT 2024 ("**Agreement**") is made and entered into this __day of____ 2024 (the "**Effective Date**"), by and between Contra Costa County, a political subdivision of the State of California ("**County**"), and the City of Lafayette, a municipal corporation of the State of California ("**Lafayette**"). County and Lafayette may be referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Pleasant Hill Road is located both within unincorporated Contra Costa County, and within the City of Lafayette. Lafayette intends to proceed with pavement maintenance work in the form of an overlay project on a portion of Pleasant Hill Road located within the City of Lafayette, as described in more detail in Exhibit A, attached hereto and incorporated herein by this reference (the "**Lafayette Pavement Overlay Work**").

B. The County intends to proceed with pavement maintenance work in the form of an overlay project on a portion of Pleasant Hill Road located within unincorporated Contra Costa County, as described in more detail in Exhibit B, attached hereto and incorporated herein by this reference (the "**County Overlay Work**").

C. Both Lafayette and the County intend to use local funding sources for Lafayette Pavement Overlay Work and County Overlay Work, respectively.

D. In order to more effectively implement their projects and save project costs, the Parties desire to coordinate and cooperatively implement the Lafayette Pavement Overlay Work and the County Overlay Work collectively in a joint pavement overlay project pursuant to the terms of this Agreement (the "**Project**") and enter into a single construction contract for the Project where, among other things, each Party will be responsible for Project costs within its jurisdiction, pursuant to Streets and Highways Code section 1712 and other applicable laws.

TERMS

NOW, THEREFORE, the Parties in consideration of the mutual promises set forth in this Agreement, agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the Parties to cooperatively implement the construction of the Project and for each Party to be responsible for the costs of Project within its jurisdiction.

2. Responsibilities of the Parties.

2.1 Lafayette. Lafayette shall do the following:

a) Perform its own design, engineering, administration, inspection, materials and testing for the Lafayette Pavement Overlay Work and be responsible for all associated costs associated therewith;

b) Prepare bid and contract documents, including, among other things, bid schedule, contract, general conditions, and special provisions for the purpose of entering into a construction contract with a contractor for the Project;

i. Utilize the City of Lafayette Standard Specifications (March 2013);

ii. Lafayette reserves discretion as to form and language of bid and contract documents for the Project, subject to reasonable review and approval by the County in accordance with Section 2.2(c) below;

c) In Project bid and contract documents, require the contractor and its subcontractors for the Project to indemnify and hold harmless both the County and Lafayette and name both the County and Lafayette as additional insureds, with language that shall be reviewed and reasonably approved by the County as provided for in Section 2.2(c).

d) Incorporate in the Project bid and contract documents all design, plans, and construction quantities for the County Overlay Work that are furnished by the County to Lafayette, and require each bid to specify the amount of the bid allocated to County Overlay Work and the amount of the bid allocated to Lafayette Pavement Overlay Work;

e) Let for bid a construction contract for Project; notify the County of the lowest responsible bidder submitting a responsive bid for the combined value of Project; notify the County if Lafayette is dissatisfied with the bids received and intends to exercise its right to withdraw from the Project; and, unless either Party intends to withdraw pursuant to Section 11.2 below, award the Project construction contract to the lowest responsible bidder submitting a responsive bid;

f) Administer the Project construction contract in coordination with the County construction inspection and management personnel and be responsible for all costs associated with inspection, material testing, and construction management of the Lafayette Pavement Overlay Work;

g) Prepare and provide a financial accounting of the construction contract costs of the Project associated with the County Overlay Work (the "**County Costs**") to the County; and

h) Work cooperatively and in good faith with the County to implement the Project, including proportionate cost sharing in the event of any unforeseen costs regarding the Project.

2.2 The County shall do the following:

a) Prepare its own design and engineering for the County Overlay Work and be responsible for all associated costs, using applicable Project technical provisions developed and furnished by Lafayette;

b) Timely provide to Lafayette contract drawings (i.e., designs and plans) and construction bid quantities for the County Overlay Work to be incorporated into the bid and contract documents for the Project. Such drawings and information shall be consistent with a form to be specified by Lafayette;

c) Review and reasonably approve Project bid and contract documents prepared by Lafayette as noted in Section 2.1(b) and (c) above in a timely manner;

d) Review the bids received for the Project and timely notify Lafayette if County is dissatisfied with the bids received and intends to exercise its right to withdraw from the Project, as provided in Section 11.2 below;

e) Furnish and identify, at its sole cost, construction management personnel, who shall have authority to represent the County and make final decisions on all construction matters that may arise during the Project. These personnel shall administer the construction of the County Overlay Work in coordination with Lafayette;

f) Review and respond to all requests for information, inspection, change orders and approvals related to the County Overlay Work with its approval, disapproval, and/or applicable comments within five (5) working days after submission by Lafayette;

g) Be responsible for all costs associated with inspection, material testing, and construction management of the County Overlay Work;

h) Reimburse Lafayette for the County Costs within 30 days of receiving the financial accounting as provided in Section 2.1(g); and

i) Work cooperatively and in good faith with Lafayette to implement the Project, including proportionate cost sharing in the event of any unforeseen costs regarding the Project.

3. Mutual Indemnification.

3.1 To the extent permitted by law, Lafayette shall indemnify, defend, assume all liability for and hold harmless the County and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all actions, claims, suits, penalties, obligations, liabilities, damages to property, costs and expenses (including without limitation any fines, penalties, judgments, actual litigation expenses and attorneys' fees), environmental claims or bodily and/or personal injuries or death to any persons (collectively, "**Claims**"), to the extent arising out of or in any way connected with the Project that are caused, or claimed or alleged to be caused, in whole or in part by the negligence or willful misconduct of Lafayette, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control; provided, however, that Lafayette is not required to indemnify County for the proportion of liability attributable to the negligence or willful misconduct of County, its officers and employees. This provision will survive the expiration or termination of this Agreement.

3.2 To the extent permitted by law, the County shall indemnify, defend, assume all liability for and hold harmless Lafayette and its officers, employees, agents and representatives, to the maximum extent allowed by law, from all Claims to the extent arising out of or in any way connected with the Project that are caused, or claimed or alleged to be caused, in whole or in part by the negligence or willful misconduct of County, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control; provided, however, that County is not required to indemnify Lafayette for the proportion of liability attributable to the negligence or willful misconduct of Lafayette, its officers and employees. This provision will survive the expiration or termination of this Agreement.

4. No Waiver. The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

5. Notices. Any notice or other communication ("**Notice**") which either Party may desire to give to the other Party under this Agreement must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery or overnight courier, to the Party to whom the Notice is directed at the address of the Party as set forth below, or at any other address as that Party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

Lafayette: City of Lafayette
Attention: Mike Moran, Public Works Director
3675 Mt. Diablo Boulevard #210
Lafayette, CA 94549

County: Contra Costa County
Attention: Warren Lai, Public Works Director
255 Glacier Drive
Martinez, CA, 94553

6. Interpretation; Venue.

6.1 Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

6.2 Venue. This Agreement is made in Contra Costa County, California. The venue for any legal action in state court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Contra Costa. The venue for any legal action in

federal court filed by any Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

7. Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

8. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

9. Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

10. Amendment of Agreement. This Agreement may be amended at any time by mutual Agreement of the Parties. Any amendment shall be in writing and signed by all Parties.

11. Termination.

11.1 Term. This Agreement is effective as of the Effective Date and shall continue in effect until the Project is complete, as evidenced by Lafayette's recording of a notice of completion for the Project unless earlier terminated as provided herein.

11.2 If either Party is dissatisfied with the Project bids Lafayette receives, it may withdraw from the Project by providing written notice to the other Party of its intent to withdraw. Such notice shall be provided a minimum of five (5) business days prior to the date set for award of the contract for the Project. If a Party provides written notice of withdrawal to the other Party, this Agreement shall be terminated as of the date of the notice. In the event of termination pursuant to this Section 11.1, both Parties shall bear their own costs incurred up to the effective date of termination. Notwithstanding the foregoing, any costs associated with non-cancellable obligations accrued by Lafayette arising out of the County Overlay Work shall be reimbursed by the County to Lafayette.

11.3 Except as provided in Section 11.1, neither Party may terminate this Agreement except due to an uncured material breach of the Agreement by the other Party. In the event of a material breach, the non-breaching Party must provide written notice of the breach to the breaching Party, and the breaching Party shall have thirty (30) calendar days from the date of the notice of material breach to cure. In the event of termination pursuant to this Section 11.2 due to the County's breach, County shall pay Lafayette for all costs incurred by Lafayette with respect to the County Overlay Work up to the effective date of termination, including costs associated with non-cancellable obligations.

12. Entirety of Contract. This Agreement constitutes the entire agreement between the Parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the Parties with respect to the subject matter hereof.

13. Counterparts. This Agreement may be executed in counterparts that, together, constitute one and the same instrument.

[Remainder of page intentionally left blank. Signatures on next page(s).]

SIGNATURE PAGE TO
AGREEMENT REGARDING JOINT ROAD PAVEMENT MAINTENANCE OVERLAY PROJECT 2024 BETWEEN THE CITY OF LAFAYETTE AND CONTRA COSTA COUNTY

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date.

CITY OF LAFAYETTE, a municipal corporation

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

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

By: _____
Name: Warren Lai
Title: Public Works Director

APPROVED AS TO FORM:
Thomas L. Geiger, County Counsel

By: _____

EXHIBIT A

LAFAYETTE PAVEMENT OVERLAY WORK

[Inserted behind this page]

CITY OF LAFAYETTE

2024 ROAD PAVING PROJECT
PROJECT NUMBER 014–9741

EXHIBIT-A

GENERAL NOTES:

1. UTILITY INFORMATION AND OBSTRUCTIONS SHOWN ON THE PROJECT PLANS AND PROVIDED IN THE SPECIFICATION ARE ONLY INFORMATIONAL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES WITHIN THE WORK AREA PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF ANY EXCAVATION. EXCAVATION SHALL NOT BEGIN UNTIL UNDERGROUND UTILITIES HAVE BEEN LOCATED.

2. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCIES PRIOR TO THE START OF ANY WORK WHICH MAY AFFECT THEIR FACILITIES. THE FOLLOWING UTILITIES AND AGENCIES ARE KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS:

CENTRAL CONTRA COSTA SANITARY DISTRICT	(925) 228–9500
EAST BAY MUNICIPAL UTILITY DISTRICT (WATER)	(510) 285–0834
AT&T (TELEPHONE)	(415) 542–9000
PACIFIC GAS AND ELECTRIC (GAS)	(510) 784–3211
PACIFIC GAS AND ELECTRIC (ELECTRIC)	(510) 784–3236
CONSOLIDATED FIRE PROTECTION DISTRICT	(925) 930–5531
COMCAST (CABLE TELEVISION)	(925) 349–3300

3. THE CONTRACTOR SHALL INSPECT THE PROJECT SITE PRIOR TO SUBMITTING A BID IN ORDER TO OBSERVE AND DETERMINE THE EXISTING SITE CONDITIONS.

4. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL TRAFFIC CONTROL AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" USED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

5. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT. THESE PLANS DO NOT INCLUDE COMPONENTS NECESSARY FOR CONSTRUCTION SAFETY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE FOR THE SAFETY OF ALL PERSONS AND PROPERTY DURING THE COURSE OF THE PROJECT.

6. THE CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF CAL/OSHA. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

7. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS AND EGRESS TO ALL PUBLIC AND PRIVATE PROPERTIES ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE SITE OR THE SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING CURB, GUTTER AND ANY OTHER IMPROVEMENTS THAT ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

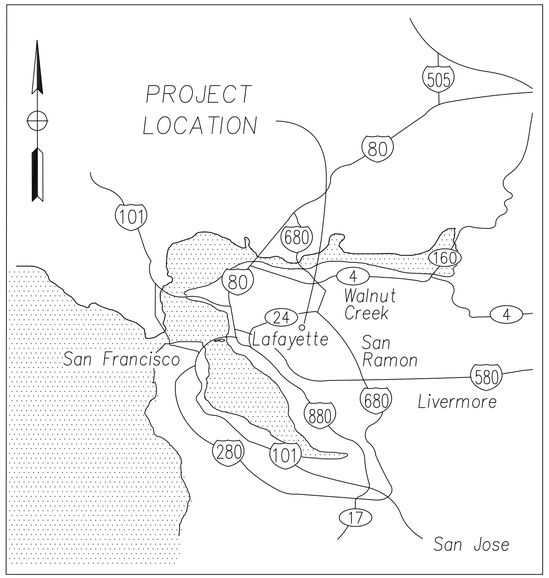
9. THE CONTRACTOR SHALL LOCATE, REFERENCE, AND SET SUFFICIENT MARKS FOR ALL CITY OWNED AND NON–CITY OWNED EXISTING MANHOLE COVERS, VALVE COVERS, SURVEY MONUMENTS, IRON PIPES, RAILROAD SPIKES, PRIOR TO STARTING ANY WORK IN THE PAVING AREA WITHIN THE PROJECT LIMITS.

10. UNLESS DRIVEWAY, SIDEWALK OR OTHER CONFORM WORK IS SHOWN, CONTRACTOR SHALL PROTECT ADJACENT DRIVEWAY, SIDEWALK OR OTHER IMPROVEMENTS IN PLACE WHEN DOING REMOVAL AND REPLACEMENT.

11. PER LAFAYETTE MUNICIPAL CODE GAS POWERED LEAF BLOWERS MAY NOT BE USED.

12. THE FINAL ADJUSTMENT TO FINISH GRADE OF ALL MANHOLES, VALVE COVERS AND SURVEY MONUMENTS SHALL BE MADE FOLLOWING PAVEMENT OF THE ASPHALT COMPLETE FINAL FINAL LIFT.

13. THE LOCATION OF CURB AND GUTTER REMOVAL AND CONSTRUCTION SHALL BE MARKED IN THE FIELD BY THE ENGINEER PRIOR TO THE START OF WORK.



VICINITY MAP

NTS

APPLICABLE STANDARD PLANS

INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

CONTRA COSTA COUNTY STANDARD DETAILS (LATEST EDITION)

PLAN NUMBER	DESCRIPTION
CA40	SURVEY MONUMENT FRAME AND COVER
CA70	STANDARD SIDEWALK DETAILS
CA71	MEDIAN CURB AND HMA DIKE DETAILS
CA74	DOWELING DETAILS FOR CURB AND SIDEWALK'
CA72	DRIVEWAY RAMP DETAILS
CA90	MAILBOX DETAILS
CD 27	TYPE G IN;ET
CD30	TYPE 1 SDMH
CD35	STANDARD INLET/ MANHOLE PLAN AND DETAILS
CRS1	SIGNING AND STRIPING STANDARDS

CALTRANS STANDARD PLANS (DATED 2018)

PLAN NUMBER	DESCRIPTION
A20 A,B,C	PAVEMENT MARKERS AND TRAFFIC LINES, TYPICAL DETAILS
A24 A,C,D,F	PAVEMENT MARKINGS, ARROWS, SYMBOL, NUMERALS, WORDS AND CROSSWALKS
A 73	OBJECT MARKERS
A87 B	CURB RAMP DETAILS
RSP A88A	
CA71	MEDIAN, CURB AND HMA DIKE DETAILS
ES B	ELECTRICAL SYSTEMS (DETECTORS)
D77 A	GRATE DETAILS NO.1
D77 B	GRATE DETAILS NO.2

CENTRAL CONTRA COSTA SANITARY DISTRICT

MANHOLE AND RODDING INLET STANDARD PLANS
MANHOLE ADJUSTMENT TO FINISH GRADE PLAN

EAST BAY MUNICIPAL UTILITY DISTRICT

G5	VALVE BOX WITH CAST IRON TRAFFIC LID

SHEET INDEX:

NO.	DESCRIPTION
1	TITLE SHEET
2	LOCATION MAP
3–5	CONSTRUCTION DETAILS
6–9	TYPICAL SECTIONS
10–11	ACALANES ROAD PLAN
12	ANGELO STREET
13–14	PINE LANE
15–16	TAYLOR BOULEVARD PLAN
17–18	PLEASANT HILL ROAD PLAN
19–22	SPRINGHILL RD AND STANLEY BLVD RAISED CROSSWALKS

LEGEND:

PAVEMENT OVERLAY WITH PAVEMENT REPAIRS AND CRACK FILL

OVERLAY TRANSITION OR WEDGE GRIND AREA

PAVE DRIVEWAY OR SHOULDER ON EXISTING BASE OR 6" NEW BASEROCK

SHOULDER BACKING

REMOVE CONCRETE OR ASPHALT IMPROVEMENTS

CONSTRUCT NEW CONCRETE IMPROVEMENTS

PAVEMENT REPAIRS AND CRACK FILL

ABBREVIATIONS:

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
ADJ	ADJUST
BC	BEGIN CURVE
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
CL	CENTER LINE
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
(D), DES	DESIGN
D/W, DWY	DRIVEWAY
DI	DRAIN INLET
EC	END CURVE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END OF VERTICAL CURVE
(E), EX, EXIST	EXISTING
F/C, FC	FACE OF CURB
FG	FINISH GRADE
FL	FLOWLINE
G	GAS
GB	GRADE BREAK
GR	STORM DRAIN INLET GRATE
(H), HORIZ	HORIZONTAL
INV	INVERT
IP	IRON PIPE
IRR	IRRIGATION
JP	JOINT POLE
LF	LINEAR FEET
LIP	LIP OF GUTTER
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MON	MONUMENT
OH	OVERHEAD
PCC	POINT OF COMPOUND CURVE
MCVC	POINT OF CURVATURE VERTICAL CURVE
PIVC	POINT OF INTERSECTION VERTICAL CURVE
PRC	POINT OF REVERSE CURVE
PVCP	POLYVINYLCHLORIDE PIPE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
S	SLOPE
SD	STORM DRAIN
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STDS	STANDARDS
TYP	TYPICAL
T/C, TC	TOP OF CURB
(V), VERT	VERTICAL
VCP	VITRIFIED CLAY PIPE
W	WATER
WM	WATER METER
WV	WATER VALVE

DATE	MARK	REVISION	INIT.
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Designed by: TC
Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY J CLARK
No. 94681
Exp. 6/30/25
CIVIL
STATE OF CALIFORNIA

SIGN: DATE: 3/27/24

LAFAYETTE

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Lafayette, California, 94549–1968
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REVIEWED BY:
CITY OF LAFAYETTE

Michael Moran 3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014–9741

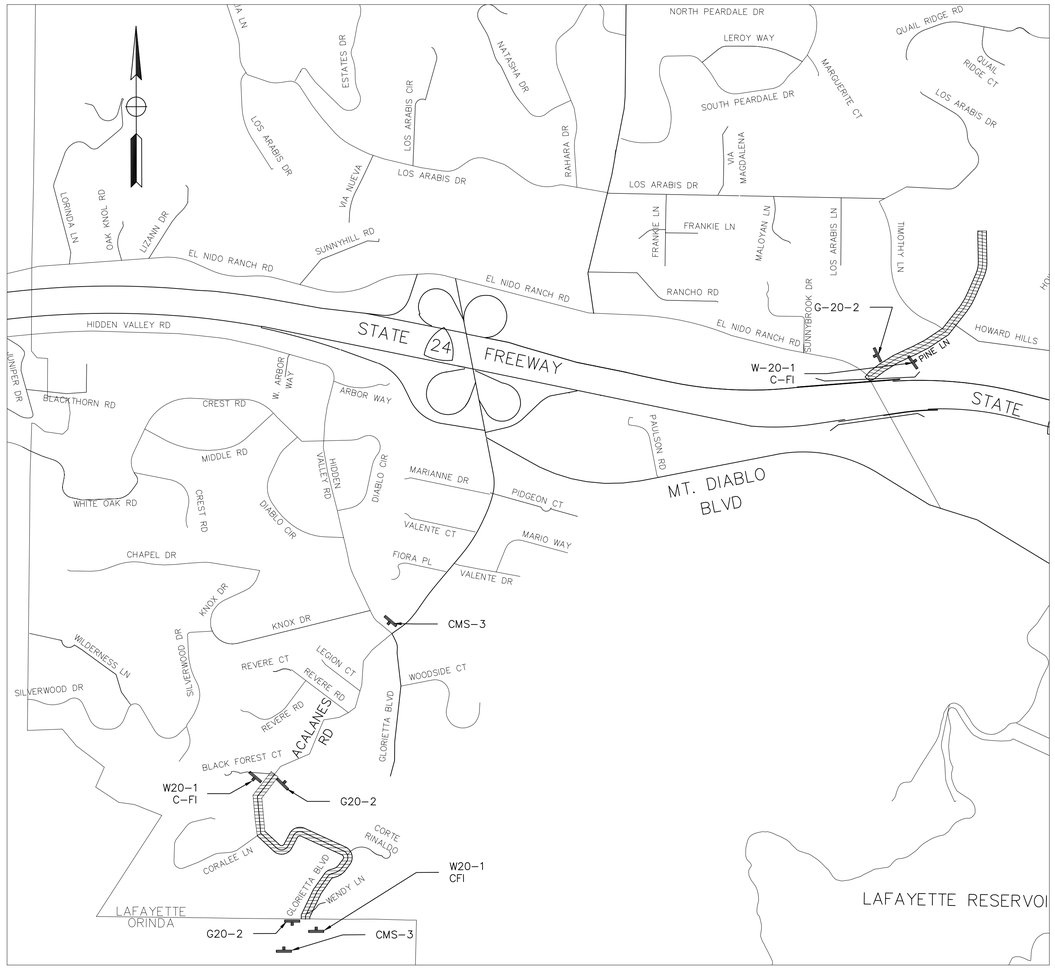
2024 ROAD PAVING PROJECT

CONTRA COSTA COUNTY CALIFORNIA

TITLE SHEET

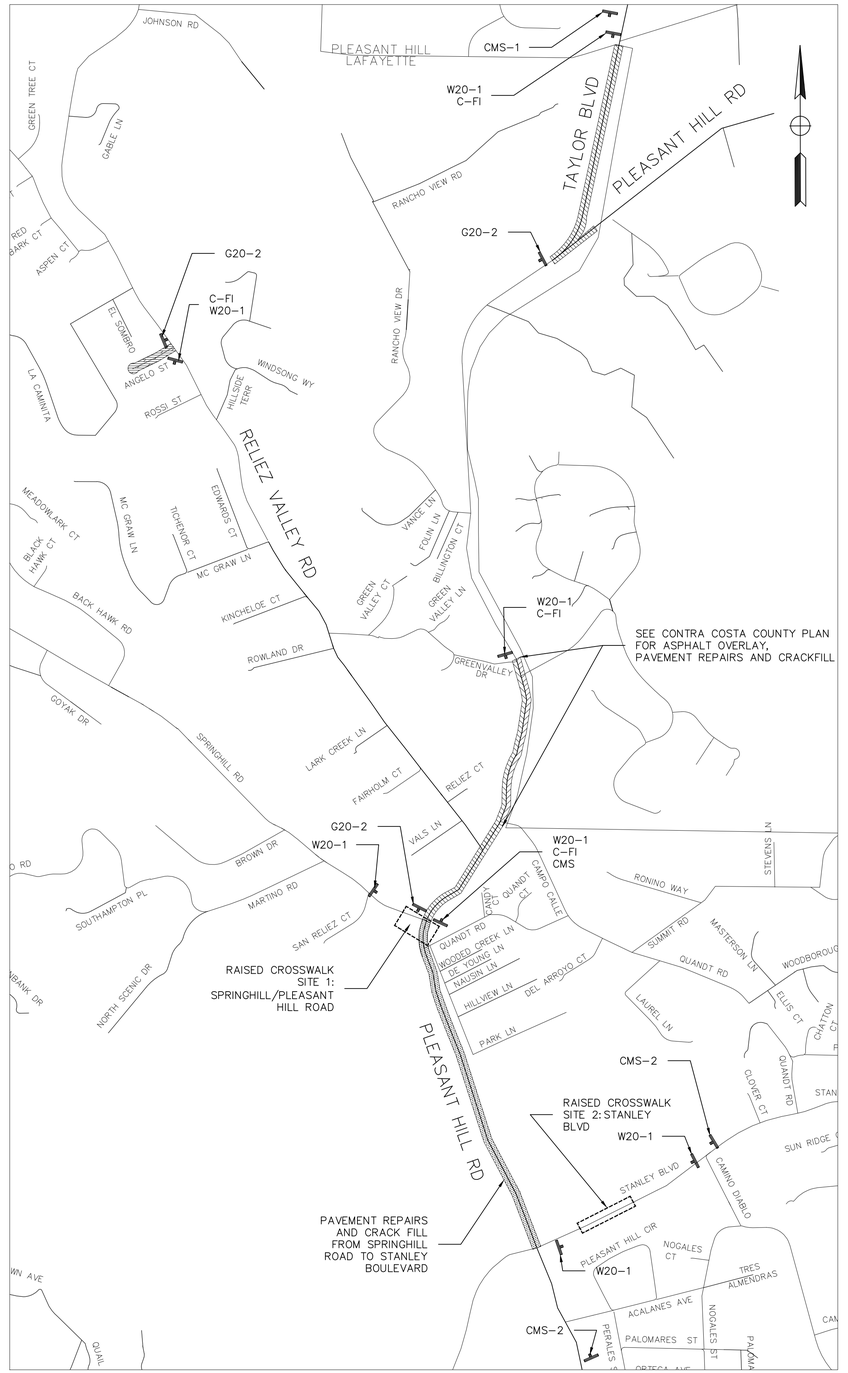
SCALE: NTS

SHEET 1 of 22



ACALANES RD AND PINE LANE PAVING LIMITS AND CONSTRUCTION AREA SIGNS

NTS



ANGELO ST, TAYLOR BLVD & PLEASANT HILL ROAD PAVING LIMITS AND CONSTRUCTION AREA SIGNS

NTS

CONSTRUCTION AREA SIGNS (ACALANES RD., PINE ST., ANGELO ST., TAYLOR BLVD., PLEASANT HILL RD .AND RAISED CROSSWALKS:

SYMBOL	DESCRIPTION	SIZE	QUANTITY
G 20-2	"END ROAD WORK"	42"X18"	5
W 20-1	"ROAD WORK AHEAD"	36"X36"	10
C-FI	PROJECT IDENTIFICATION AND FUNDING SIGN	48"X36"	6
CMS (*)	CHANGEABLE MESSAGE SIGN		6

NOTE (*) : SEE SPECIFICATIONS FOR THE CMS MESSAGES 1, 2 AND 3

LEGEND:

PAVEMENT OVERLAY WITH PAVEMENT REPAIRS AND CRACK FILL

RAISED CROSSWALK SITE

PAVEMENT REPAIRS AND CRACK FILL

PAVEMENT INLAY

DATE	MARK	REVISION	INIT.
----	----		
----	----		

Designed by: AB/TC
Drawn by: AB
Checked by: JM
Reviewed by: MM
Date: 3/27/2024

REGISTERED PROFESSIONAL ENGINEER — TIMOTHY J CLARK No. 94681 Exp. 6/30/23 CIVIL — STATE OF CALIFORNIA

SIGN: DATE: 3/27/24

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REVIEWED BY:
CITY OF LAFAYETTE

Michael Moran 3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741

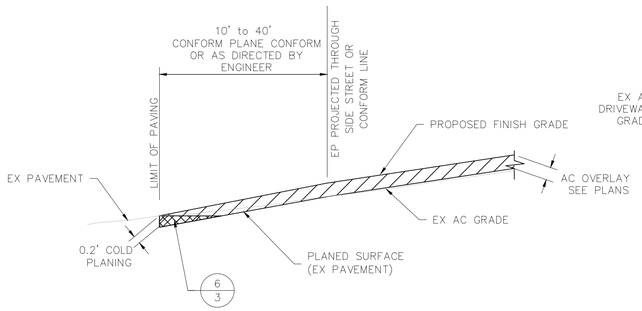
2024 ROAD PAVING PROJECT

CONTRA COSTA COUNTY CALIFORNIA

LOCATION MAP

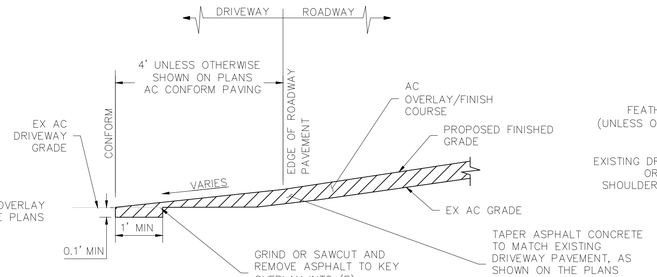
SCALE: NTS

SHEET 2 of 22



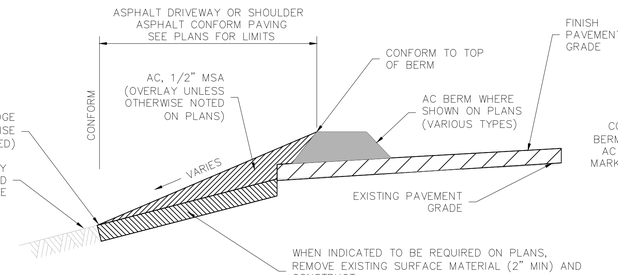
COLD PLANE CONFORMS IMMEDIATELY PRIOR
TO PLACEMENT OF THE ASPHALT CONCRETE OVERLAY

1/3 OVERLAY TRANSITION

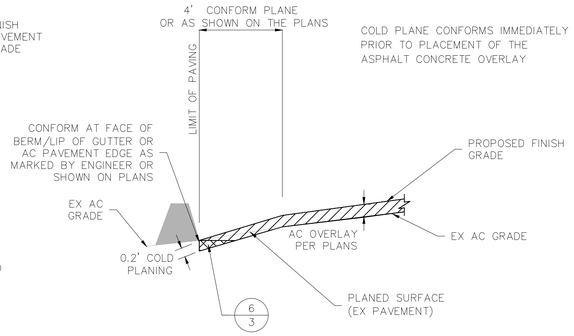


AT PCC, BRICK OR PAVER DRIVEWAYS, REMOVE MATERIAL UP TO CONFORM LINE AND AND PAVE TO MARKED LIMITS, MATCHING AC DEPTH TO THE REMOVED SECTION OF PCC, BRICK OR PAVER DRIVEWAY.

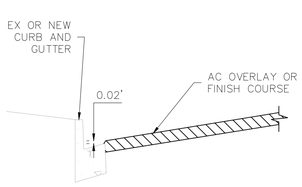
2/3 TYPICAL DRIVEWAY AND SHOULDER CONFORM PAVING



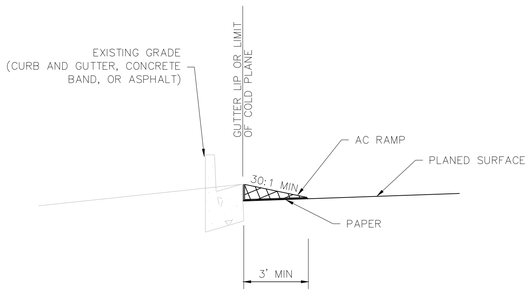
NOTE:
1. ASPHALT BERMS SHALL BE DEPRESSED AT DRIVEWAYS TO A HEIGHT OF 2" MAX
2. ASPHALT CONFORMS SHALL BE PLACED SIMULTANEOUSLY WITH ASPHALT BERM OPERATION.
3. ASPHALT BERM AND CONFORMS SHALL BE COMPACTED MONOLITHICALLY WITH VIBRAPLATE OR ROLLER



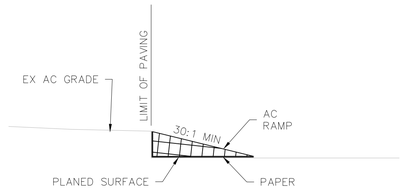
3/3 LONGITUDINAL CONFORM GRIND



4/3 ASPHALT CONCRETE PAVING AT GUTTER LIP

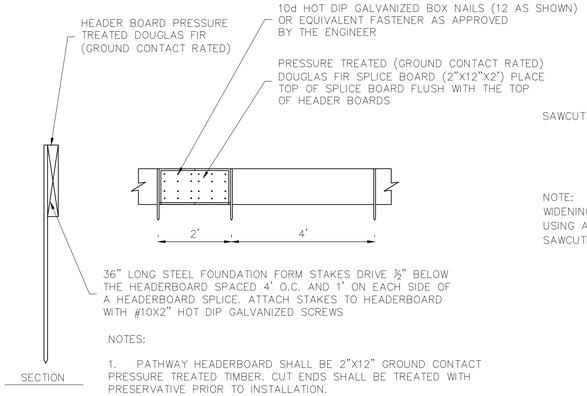


5/3 TEMPORARY ASPHALT CONCRETE RAMP AT DRIVEWAYS, CROSSWALKS, VALLEY GUTTER AND SIDE STREET CONFORMS



NOTE:
CONTRACTOR SHALL ALSO CONSTRUCT TEMPORARY RAMP AT MINIMUM 30:1 SLOPE LONGITUDINALLY ALONG THE TRAVEL LANE TO PROVIDE A SMOOTH APPROACH/ DEPARTURE TRANSITION FOR TRAFFIC.

6/3 TEMPORARY ASPHALT CONCRETE RAMP AT TRANSVERSE CONFORMS

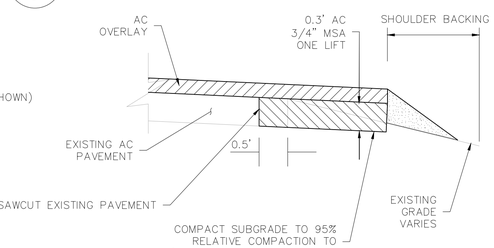


SECTION

NOTES:

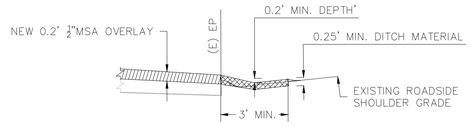
1. PATHWAY HEADERBOARD SHALL BE 2"X12" GROUND CONTACT PRESSURE TREATED TIMBER. CUT ENDS SHALL BE TREATED WITH PRESERVATIVE PRIOR TO INSTALLATION.

7/3 HEADER BOARD WITH FORM STAKES

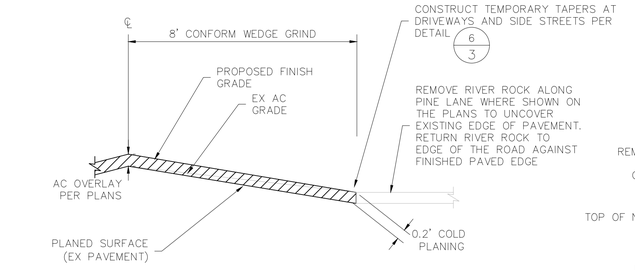


NOTE:
WIDENING 4 FEET OR WIDER MAY BE PERFORMED USING A ASPHALT GRINDER RATHER THAN SAWCUTING AND EXCAVATING.

8/3 AC SHOULDER WIDENING

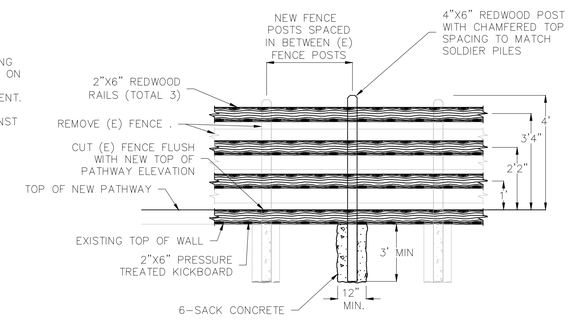


NOTE: CONTRACTOR TO INSTALL CONFORM SHOULDER BACKING ALONG ROADSIDE AND REGRADE ROADSIDE DITCH WHERE CALLED ON THE PLANS USE CLASS 2 AGGREGATE BASE FOR DITCH LAYOUT AND COMPACT TO 95% RELATIVE COMPACTION



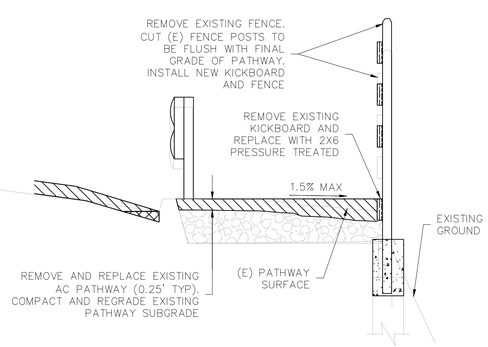
COLD PLANE CONFORMS IMMEDIATELY PRIOR
TO PLACEMENT OF THE ASPHALT CONCRETE OVERLAY

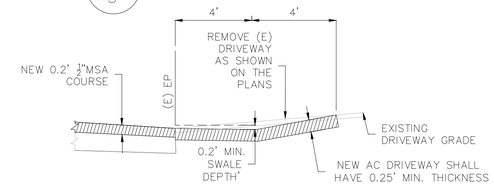
9/3 FULL LANE WIDTH LONGITUDINAL CONFORM GRIND



NOTES:
1. PRESSURE TREATED LUMBER SHALL BE GROUND CONTACT RATED DOUGLAS FIR. CUT ENDS SHALL BE TREATED WITH PRESERVATIVE PRIOR TO INSTALLATION.
2. PATHWAY HEADERBOARD SHALL BE GROUND CONTACT PRESSURE TREATED TIMBER. CUT ENDS SHALL BE TREATED WITH PRESERVATIVE PRIOR TO ATTACHMENT TO FENCE POST.
3. REDWOOD SHALL BE CONSTRUCTION HEART GRADE OR BETTER AND TREATED WITH "CABOTS CLEAR SOLUTION" WATERSEALER PRIOR TO FABRICATION
4. FENCE RAILS SHALL BE ATTACHED WITH ⅜" CARRIAGE BOLTS WITH A PLAIN WASHER. RECESS BOLT HEADS FLUSH WITH THE RAIL.
5. HEADERBOARD SHALL BE ATTACHED TO FENCE POST WITH DECK SCREWS.

10/3 FENCEWORK ON ACALANES NTS





11/3 SWALE WORK IN ROADSIDE DITCH

12/3 SWALE WORK IN DRIVEWAYS

DATE	MARK	REVISION	INIT.
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Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/19/2024

SIGN: Ana Bernardes DATE: 3/19/24

REGISTERED PROFESSIONAL ENGINEER
ANA BERNARDES
No. 57848
Exp. 6/30/24
STATE OF CALIFORNIA

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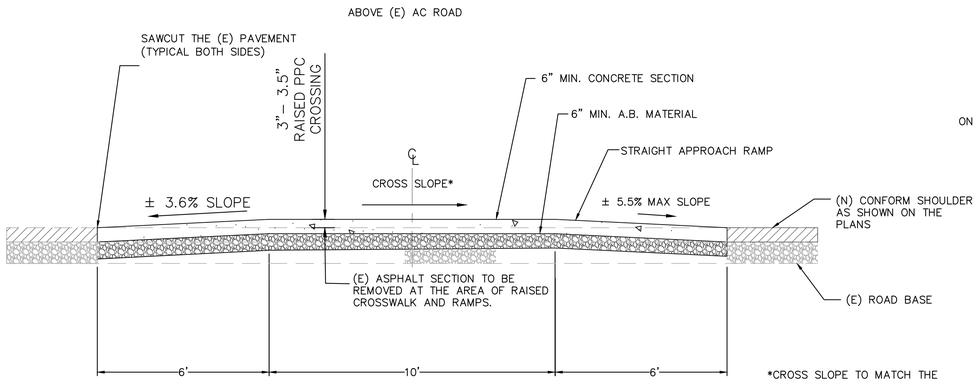
REVIEWED BY:
CITY OF LAFAYETTE
Michael Moran 3/19/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

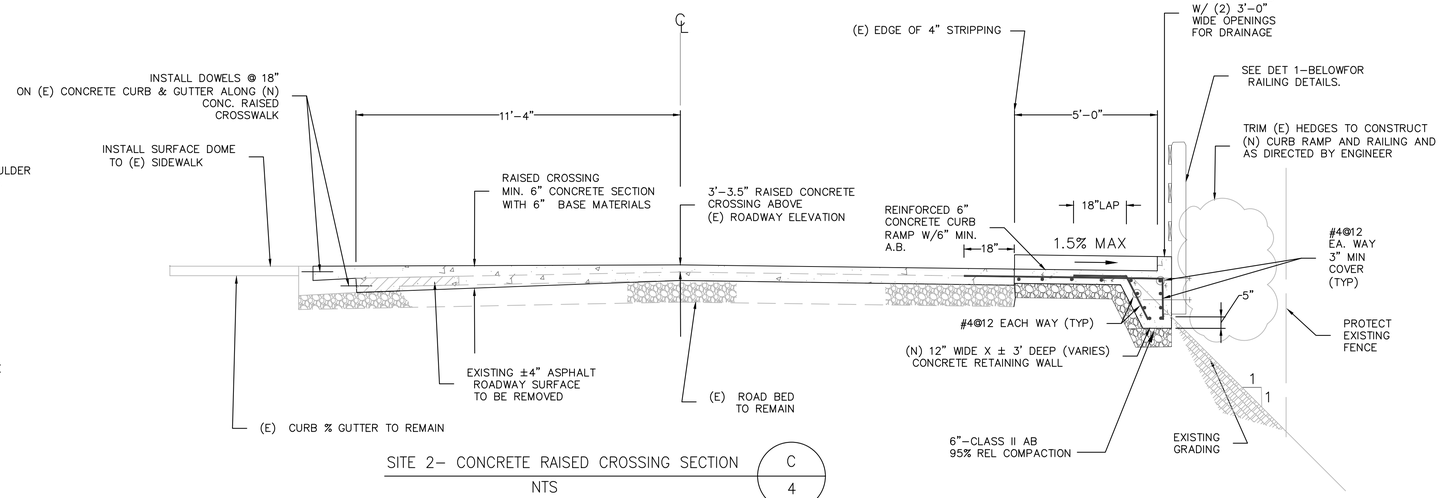
CITY OF LAFAYETTE
PROJECT NO. 014-9741
2024 ROAD PAVING
PROJECT
CONTRA COSTA COUNTY CALIFORNIA

CONSTRUCTION DETAILS

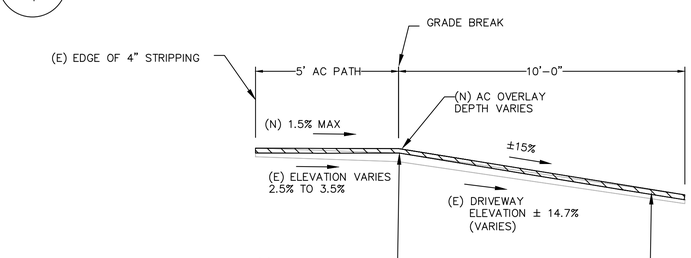
SCALE: NTS



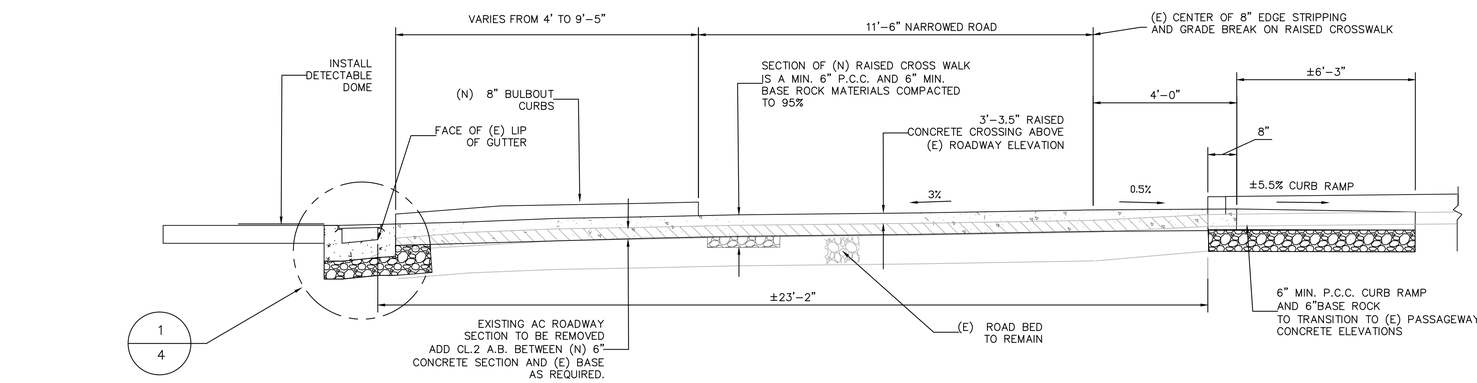
SITE 1– CONCRETE RAISED CROSSING SECTION — A/4 — NTS



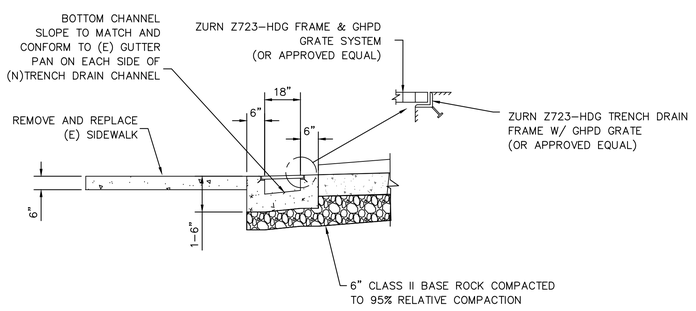
SITE 2– CONCRETE RAISED CROSSING SECTION — C/4 — NTS



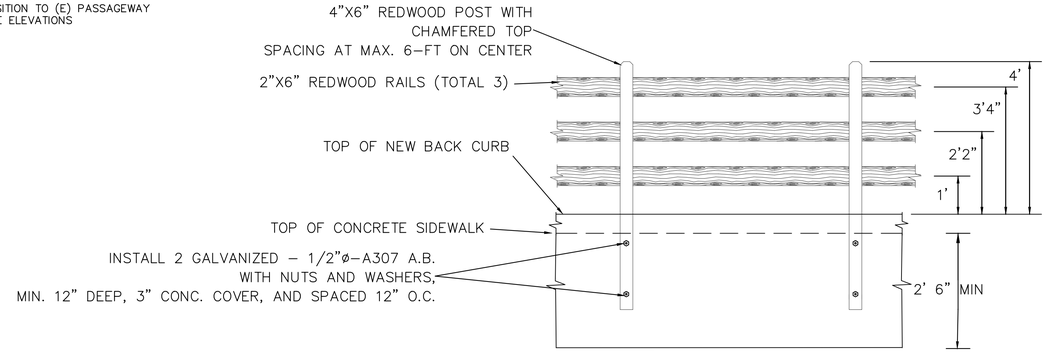
SITE 2– AC OVERLAY AT ADA PATHWAY — 2/4 — NTS



SITE 1– CONCRETE RAISED CROSSING SECTION ALONG CENTER OF CROSSWALK NTS — B/4



NEW CROSSWALK TRENCH DRAIN DETAIL — 1/– — NTS



REDWOOD SHALL BE CONSTRUCTION HEART GRADE OR BETTER AND TREATED WITH "CABOTS" CLEAR SOLUTION PRIOR TO FABRICATION
FENCE RAILS SHALL BE ATTACHED W/ ⅜"ø CARRIAGE BOLTS WITH A PLAIN WASHER RECESS BOLT HEADS FLUSH WITH THE RAIL.

SITE 2– WOOD FENCE RAILING DETAIL AT SOUTH CURB RAMP NTS — 3/4

DATE	MARK	REVISION	INIT.
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Designed by: AB
Drawn by: AB
Checked by: MM
Reviewed by: AB
Date: 3/27/2024

SIGN: DATE: 2/6/2024

REGISTERED PROFESSIONAL ENGINEER — ANA BERNARDES No. 57848 Exp. 6/30/24 — CIVIL — STATE OF CALIFORNIA

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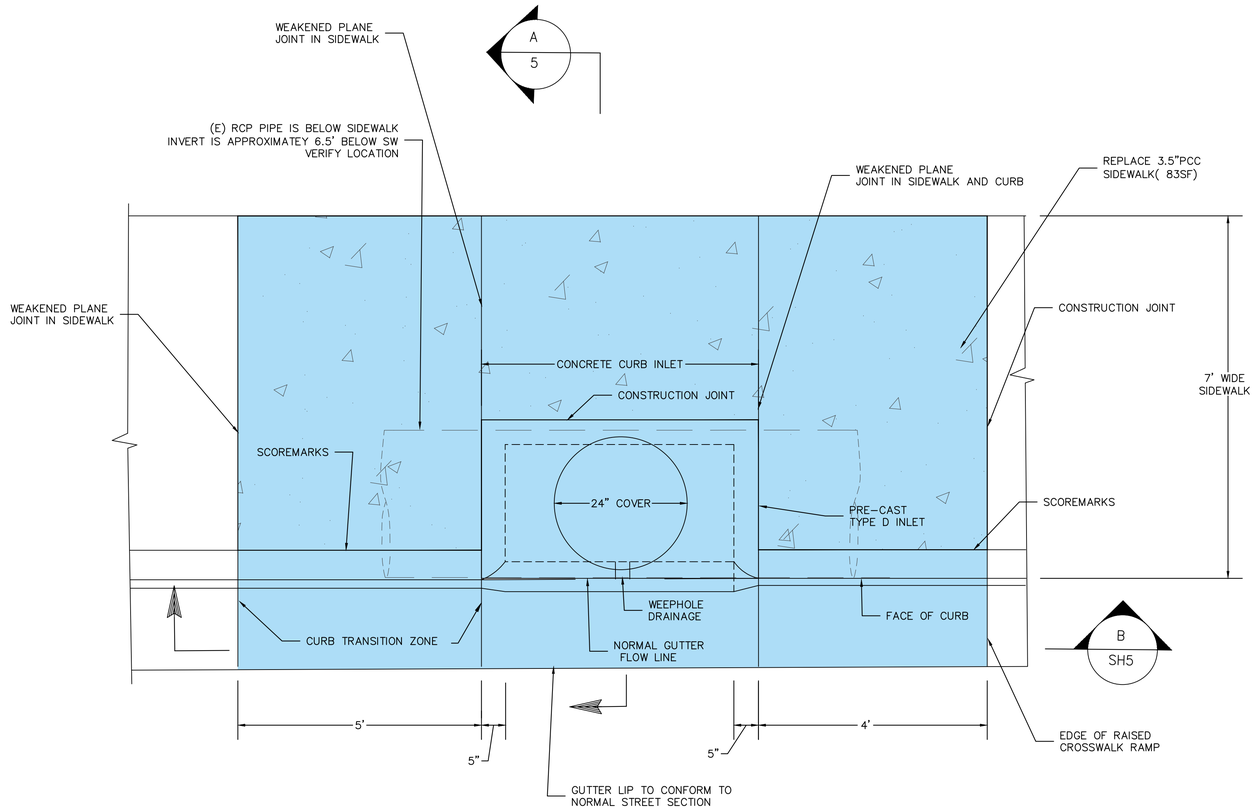
REVIEWED BY:
CITY OF LAFAYETTE
Michael Moran 2/6/2024
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014–9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

CONSTRUCTION DETAILS

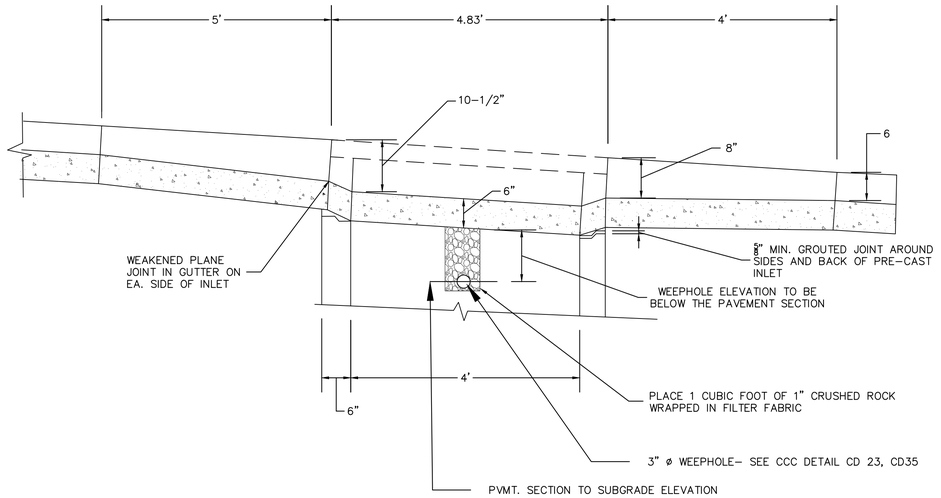
SCALE: NTS

SHEET 4 of 22



1 NEW TYPE D CURB INLET, SEE CONTRA COSTA COUNTY STANDARD PLAN CD 23 AND CD 35 FOR NOTES AND DETAILS NOT SHOWN ON THIS SHEET.

SITE 2– STORM DRAIN INLET DETAIL — 1/5
NTS



SITE 2– SD INLET SECTION — B/5
NTS

SITE 2– SD INLET SECTION — A/5
NTS

DATE	MARK	REVISION	INIT.
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Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

SIGN: DATE: 2/6/2024

ANA BERNARDES No. 57848 Exp. 6/30/24 REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA CIVIL

LAFAYETTE

3675 Mount Diablo Boulevard, Suite 210
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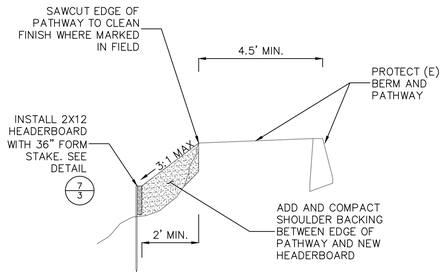
www.ci.lafayette.ca.us

REVIEWED BY:
CITY OF LAFAYETTE
2/6/2024
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

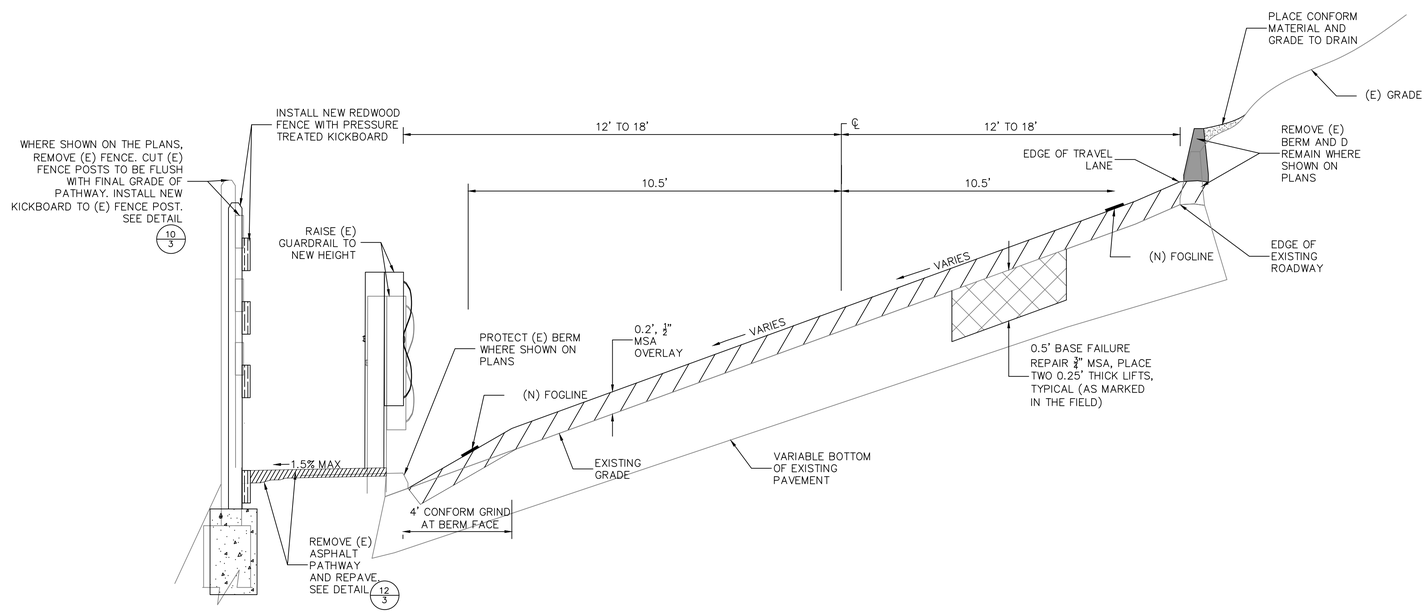
CITY OF LAFAYETTE
PROJECT NO. 014–9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

CONSTRUCTION DETAILS

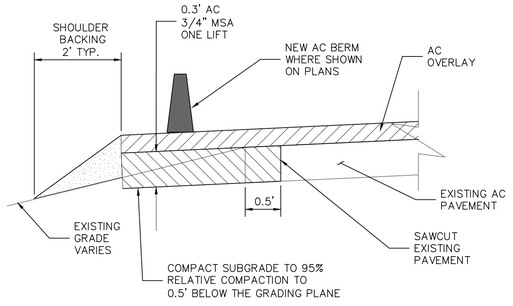
SCALE: NTS



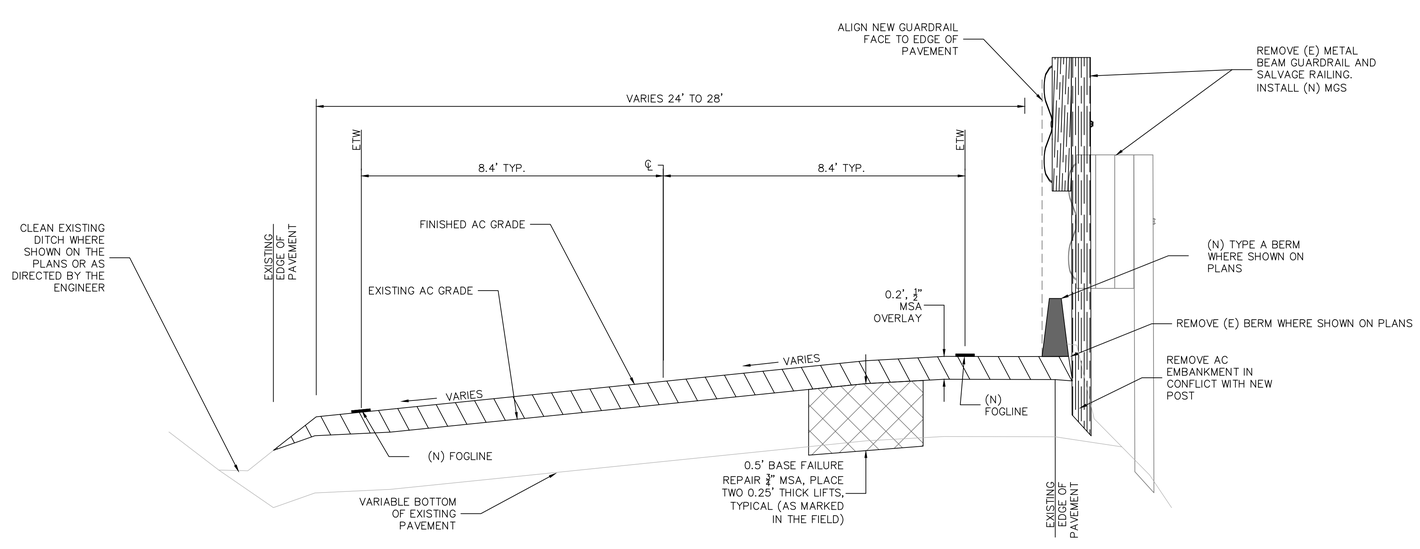
ACALANES ROAD
STA 13+50 TO 17+00



A/6 ACALANES ROAD
STA 10+05 TO 17+00



ACALANES ROAD
STA 19+00 TO 21+00



B/6 ACALANES ROAD
17+00 TO 28+51

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DATE	MARK	REVISION	INIT.

Designed by: TC
Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/19/2024

SIGN: DATE: xx/xx/xx

REGISTERED PROFESSIONAL ENGINEER — TIMOTHY J CLARK No. 94681 Exp. 6/30/25 CIVIL STATE OF CALIFORNIA

LAFAYETTE

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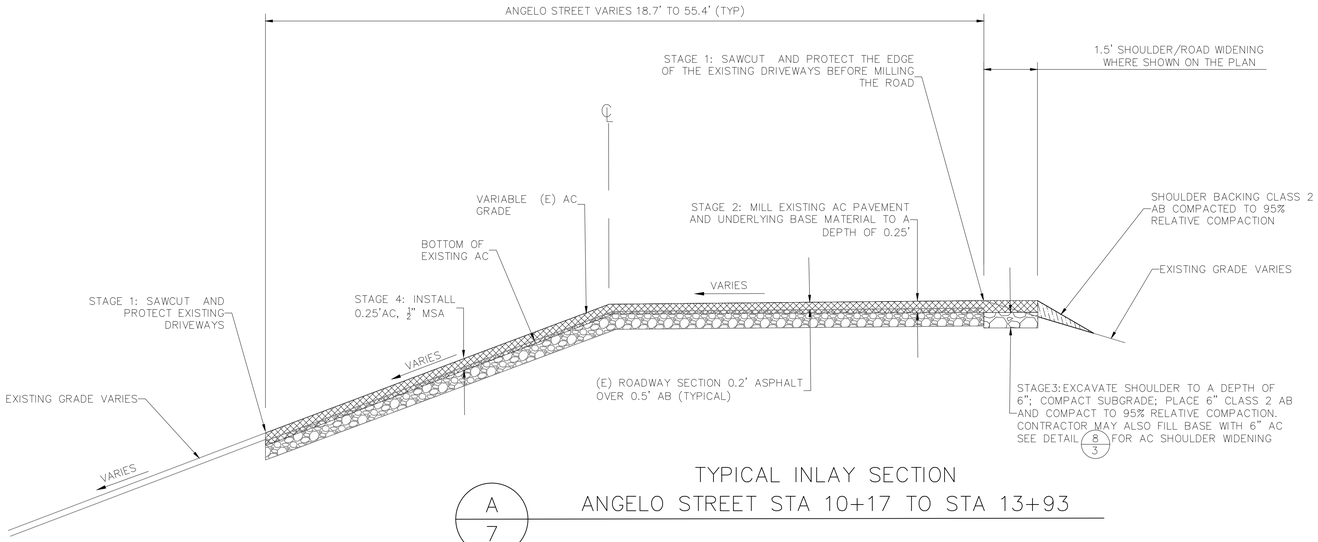
REVIEWED BY:
CITY OF LAFAYETTE
Michael Moran xx/xx/xx
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

ACALANES ROAD
TYPICAL SECTIONS

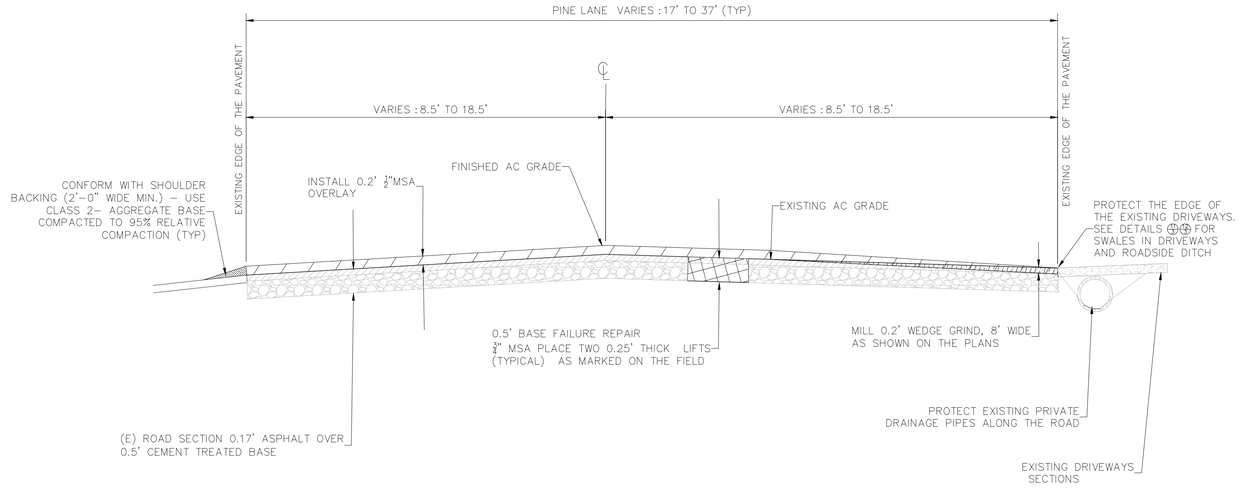
SCALE: NTS

SHEET 6 of 22



TYPICAL INLAY SECTION
ANGELO STREET STA 10+17 TO STA 13+93

A / 7



TYPICAL OVERLAY SECTION
PINE LANE STA 10+00 TO STA 24+75

B / 7

DATE	MARK	REVISION	INIT.
----	----		
----	----		

Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

REGISTERED PROFESSIONAL ENGINEER — ANA BERNARDES No. 87848 — Exp. 6/30/2024 — STATE OF CALIFORNIA

SIGN: DATE: 3/27/24

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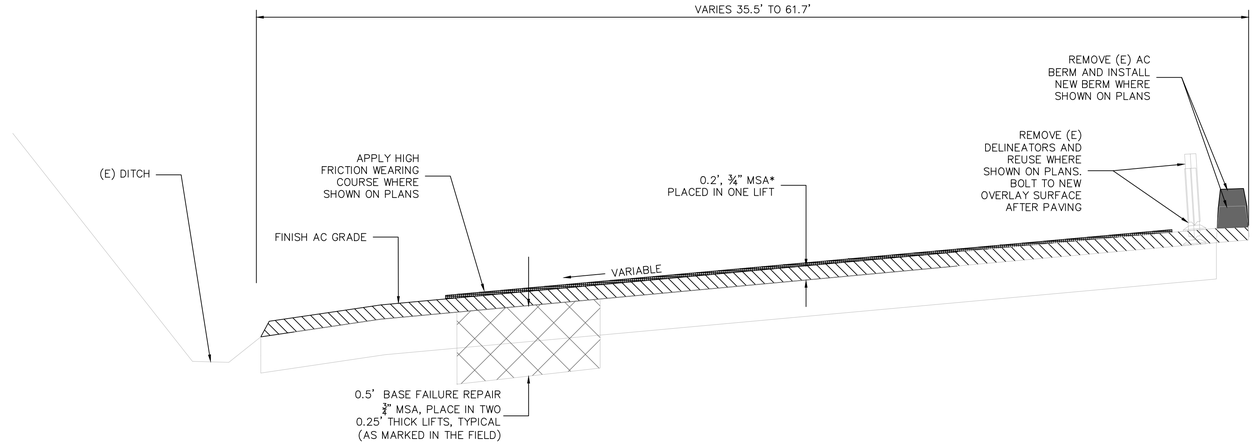
Michael Moran 3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

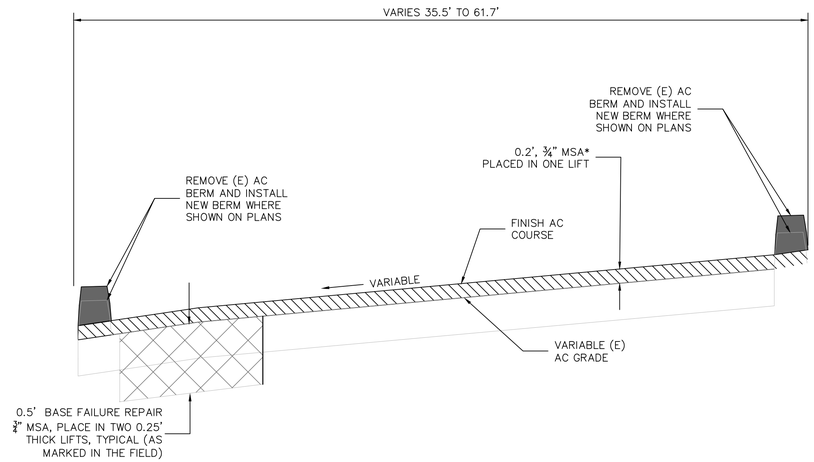
CITY OF LAFAYETTE
PROJECT NO. 014-9747
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

ANGELO ST & PINE LN TYPICAL SECTIONS

SCALE: NTS



A/8 TAYLOR BOULEVARD
STA 10+00 TO 17+50



B/8 TAYLOR BOULEVARD
STA 17+50 TO 30+00

DATE	MARK	REVISION	INIT.
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Designed by: TC
Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/26/2024

SIGN: DATE: 3/27/24

REGISTERED PROFESSIONAL ENGINEER — TIMOTHY J CLARK No. 94681 Exp. 6/30/24 CIVIL — STATE OF CALIFORNIA

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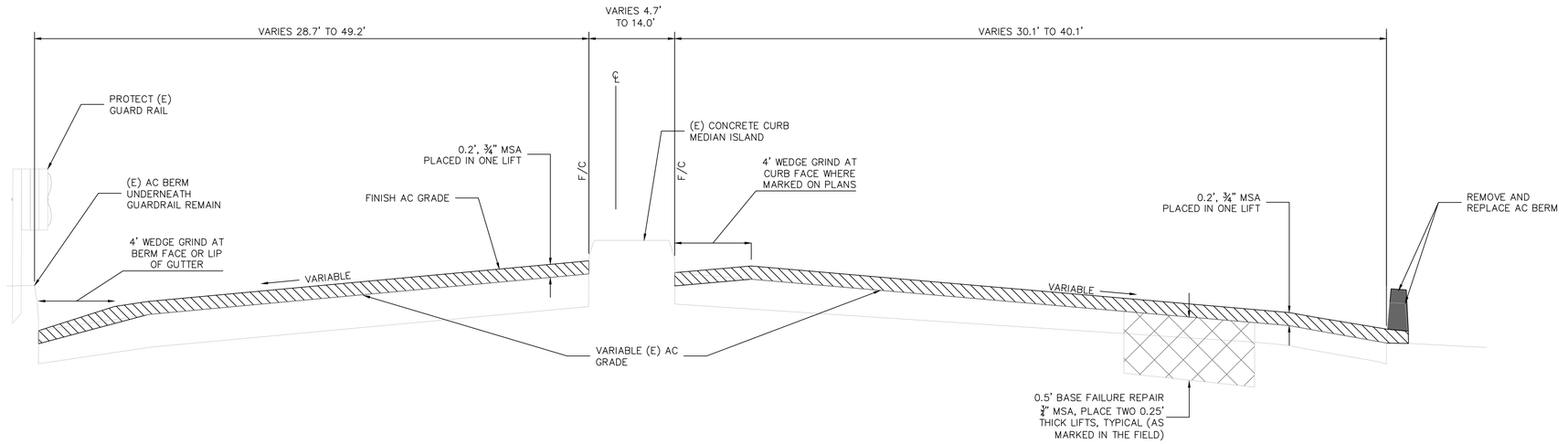
PROJECT NO. 014-9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

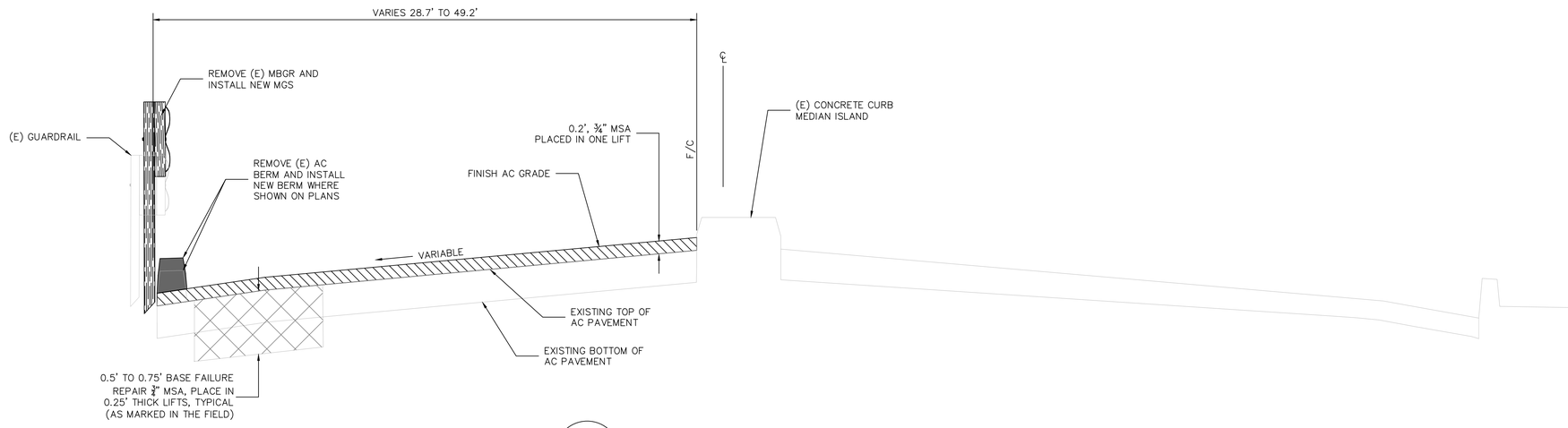
TAYLOR BLVD TYPICAL SECTIONS

SCALE: NTS



A
9

PLEASANT HILL ROAD
STA 10+00 TO 17+50



B
9

PLEASANT HILL ROAD
STA 17+50 TO 30+00

DATE	MARK	REVISION	INIT.
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Date: 3/26/2024

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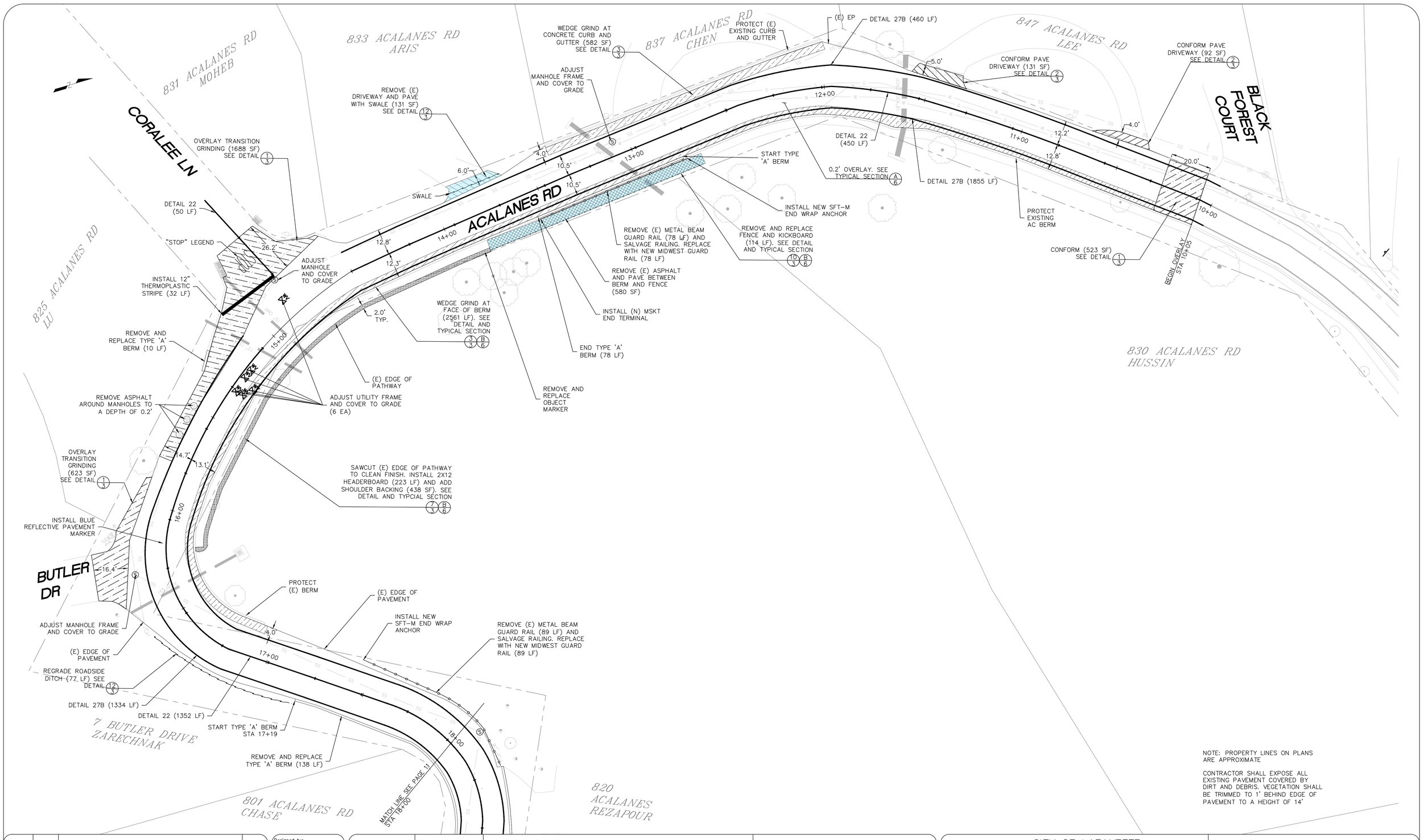
CONTRA COSTA COUNTY CALIFORNIA

PLEASANT HILL ROAD
TYPICAL SECTIONS

SCALE: NTS



NOTE: PROPERTY LINES ON PLANS ARE APPROXIMATE

CONTRACTOR SHALL EXPOSE ALL EXISTING PAVEMENT COVERED BY DIRT AND DEBRIS. VEGETATION SHALL BE TRIMMED TO 1' BEHIND EDGE OF PAVEMENT TO A HEIGHT OF 14'

DATE	MARK	REVISION	INIT.
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3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

ACALANES ROAD PLAN

SCALE: 1" = 20'

SHEET 10 of 22

N

7 BUTLER DRIVE
ZARECHNAK

801 ACALANES RD
CHASE

820
ACALANES
REZAPOUR

812 ACALANES RD
JIONG

MATCH LINE SEE PAGE 10
STA 18+00

ADJUST MANHOLE FRAME AND COVER TO GRADE

INSTALL CALTRANS APPROVED END TERMINAL SYSTEM FOR MGS

(E) CONCRETE DRIVEWAY

AT DRIVEWAY, PAVE TO TOP OF (E) BERM. INSTALL TYPE 'C' BERM ON TOP OF (E) BERM (46 LF)

END TYPE 'A' BERM STA 18+75

13.7'
14.0'
10.5'
0.5'

REMOVE AC BERM (20 LF). INSTALL TYPE A BERM (144 LF)

TRIM AND CLEAN BRUSH TO EDGE OF PAVEMENT

(N) EDGE OF PAVEMENT

WIDEN ASPHALT SHOULDER (73 SF) SEE DETAIL 8/3

(E) EDGE OF PAVEMENT

CONFORM PAVE DRIVEWAY (61 SF) SEE DETAIL 2/3

END OF TYPE 'A' BERM. START OF TYPE 'C' BERM (20 LF)

3.8'

PROTECT DECORATIVE PAVERS

ADJUST MANHOLE FRAME AND COVER TO GRADE

START OF TYPE 'A' BERM (104 LF)

REMOVE AND REPLACE OBJECT MARKER

(N) EDGE OF PAVEMENT

CLEAN (E) PAVED DITCH (20 LF)

WIDEN ASPHALT SHOULDER (214 SF) SEE DETAIL 8/3

CONFORM PAVE DRIVEWAY (62 SF) SEE DETAIL 2/3

(E) EDGE OF PAVEMENT

3.0'

END TYPE 'A' BERM

INSTALL SFT-M END WRAP ANCHOR

REMOVE (E) METAL BEAM GUARD RAIL (115 LF) AND SALVAGE RAILING. REPLACE WITH NEW MIDWEST GUARD RAIL (115 LF)

ACALANES RD

19+00
20+00
21+00

10.5'
10.5'

CONFORM (601 SF) SEE DETAIL 1/3

INSTALL BLUE REFLECTIVE PAVEMENT MARKER

(E) EDGE OF PAVEMENT

0.2' OVERLAY. SEE TYPICAL SECTION 8/6

INSTALL SFT-M END WRAP ANCHOR

ADJUST UTILITY FRAME AND COVER TO GRADE (2 EA)

GLORIETTA BLVD

27+00
26+00
25+00
24+00
23+00
22+00

28+00
28+60

PROTECT PAVED DITCH

PROTECT (E) SACKRETE WALL

(E) EDGE OF PAVEMENT

REMOVE AND REPLACE TYPE 'A' BERM (108 LF)

REMOVE (E) METAL BEAM GUARD RAIL (150 LF) AND SALVAGE RAILING. REPLACE WITH NEW MIDWEST GUARD RAIL (115 LF)

END TYPE 'C' BERM (52 LF)

INSTALL CALTRANS APPROVED END TERMINAL SYSTEM FOR MGS

REMOVE TYPE 'A' BERM (298 LF) AND REINSTALL TYPE 'A' BERM (245 LF)

25.0'

END TYPE 'A' BERM (245 LF). INSTALL TYPE 'C' BERM (52 LF)

ADJUST UTILITY FRAME AND COVER TO GRADE (2 EA)

INSTALL CALTRANS APPROVED END TERMINAL SYSTEM FOR MGS

OVERLAY TRANSITION GRINDING (451 SF) SEE DETAIL 1/3

INSTALL BLUE REFLECTIVE PAVEMENT MARKER

ADJUST MANHOLE FRAME A COVER TO GRADE (1 EA)

14.0'
12.0'
8.0'
10.5'
10.5'

REMOVE AND REPLACE TYPE 'A' BERM (107 LF)

REMOVE (E) SIGN AND INSTALL ON NEW W1-1A 15MPH SIGN AND POST AT LOCATION MARKED IN FIELD

ADJUST UTILITY FRAME AND COVER TO GRADE (3 EA)

10.0'

RINALDO CT

WENDY LN

REMOVE AND REPLACE TYPE 'A' BERM (11 LF)

CONFORM PAVE DRIVEWAY (178 SF) SEE DETAIL 2/3

5.0'

REMOVE AND REPLACE TYPE 'A' BERM (7 LF)

END OVERLAY STA 28+51

11 WENDY LANE
MCCAFFREE

10 WENDY LN
MULLINS

412 CORTE RINALDO
CHANG AND LAM

NOTE: PROPERTY LINES ON PLANS ARE APPROXIMATE

CONTRACTOR SHALL EXPOSE ALL EXISTING PAVEMENT COVERED BY DIRT AND DEBRIS. VEGETATION SHALL BE TRIMMED TO 1' BEHIND EDGE OF PAVEMENT TO A HEIGHT OF 14'

DATE	MARK	REVISION	INIT.
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Designed by: TC
Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/19/2024

SIGN: TIMOTHY J CLARK No. 94681 Exp. 6/30/25 CIVIL REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

DATE: xx/xx/xx

LAFAYETTE

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REVIEWED BY:
CITY OF LAFAYETTE

Michael Moran xx/xx/xx

MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741

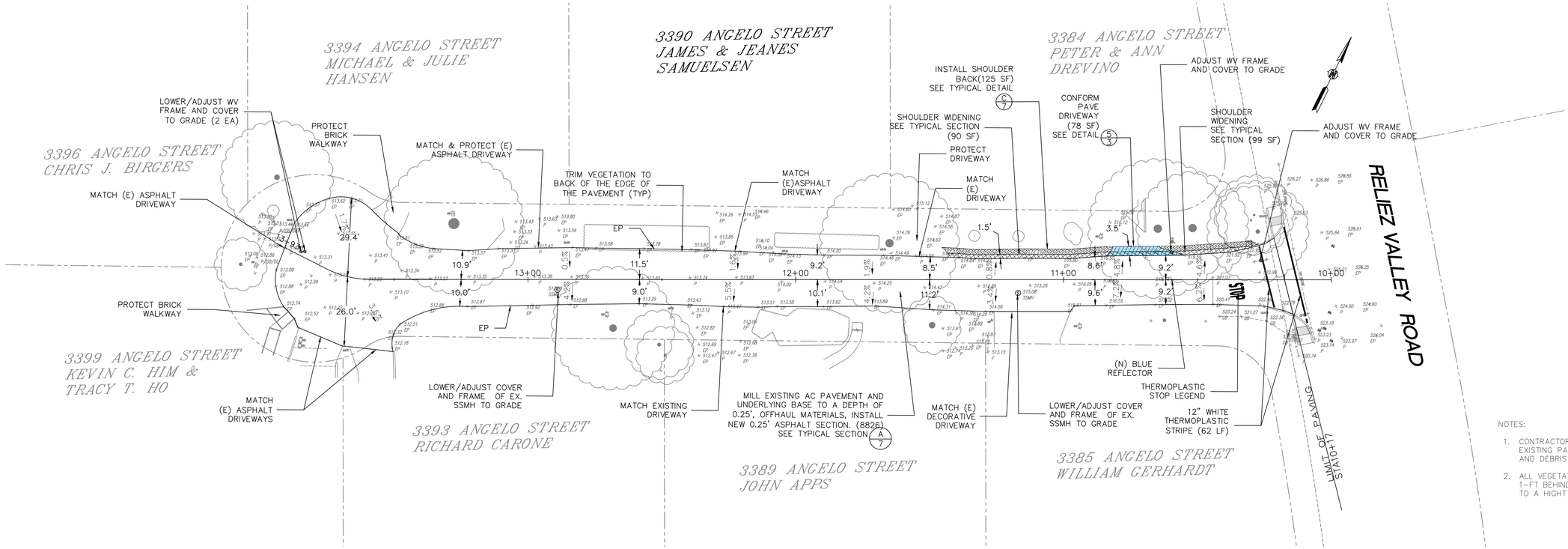
2024 ROAD PAVING PROJECT

CONTRA COSTA COUNTY CALIFORNIA

ACALANES ROAD
PLAN

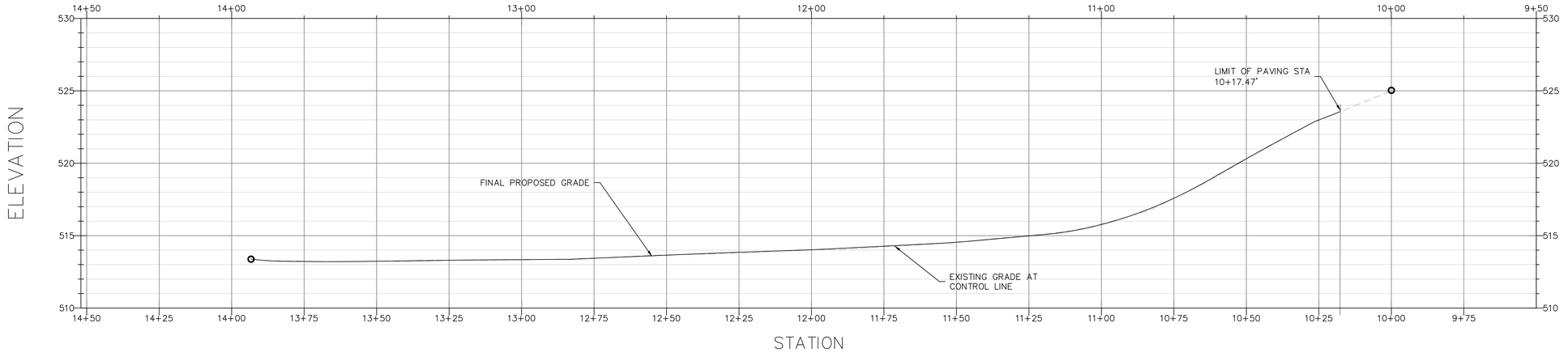
SCALE: 1" = 20'

SHEET 11 of 22



NOTES:

1. CONTRACTOR SHALL EXPOSE ALL EXISTING PAVEMENT COVERED BY DIRT AND DEBRIS BEFORE REPAVING.
2. ALL VEGETATION SHALL BE TRIMMED TO 1–FT BEHIND EDGE OF PAVEMENT AND TO A HIGHT OF 14–FT CLEAR



LONGITUDINAL PROFILE

----	----		AB
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DATE	MARK	REVISION	INIT.

Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

SIGN: DATE: 3/27/24

REGISTERED PROFESSIONAL ENGINEER ANA BERNARDES No. 57846 Exp. 6/30/2024 CIVIL STATE OF CALIFORNIA

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REVIEWED BY:
CITY OF LAFAYETTE
Michael Moran 3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014–9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

ANGELO STREET PLAN & PROFILE

SCALE: H: 1"=20'; V: 1"=4"

SHEET 12 of 22

EL NIDO RANCH ROAD

REMOVE/REPLACE (E) CURB RAMP WITH CALTRANS MODIFIED TYPE C RAMP– SEE DETAIL A/14

INSTALL SHOULDER BACKING (418 SF) SEE TYPICAL SECTION B/14

FULLY EXPOSE EDGE OF PAVEMENT LIMITS BEFORE OVERLAYING THE ROAD TYP. BOTH SIDES

REMOVE AND REPLACE ASPHALT DRIVEWAY ON EXISTING BASE (81 SF). SEE DETAIL 2/3

THERMOPLASTIC 12" WHITE STOP BAR (18 LF) AND STOP MARKING

THERMOPLASTIC DETAIL 22 (47 LF)

THERMOPLASTIC 6" WHITE–EDGE LINE (30 LF)

THERMOPLASTIC 12" WHITE CROSSWALK (97 LF)

CONFORM GRIND (863 SF), SEE DETAIL 1/3

1001 PINE LANE
PETER CHENG

1003 PINE LANE
JASON A. & DEIRDRE N.
DONADIO

1005 TIMOTHY LANE
DHEERAJ & URSZULA KAKAR

MATCH LINE SEE BELOW
STA 15+00

PINE LANE

ADJUST WV FRAME AND COVER TO GRADE TYP. (2 EA)

REGRADE DITCH (10 LF)

NSTALL SHOULDER BACKING AND REGRADE DITCH SEE TYP. DETAIL C/7

REMOVE (E) ASPHALT (83 SF) AND REGRADE DITCH

INSTALL SHOULDER BACK AND REGRADE 358 LF OF DITCH SEE TYPICAL DETAIL C/7

PROTECT (E) DRIVEWAY AND PRIVATE DRAINAGE PIPE

REMOVE/REPLACE (E) CURB RAMP WITH CALTRANS MODIFIED TYPE C RAMP– SEE DETAIL B/14

WEDGE GRIND (11307 SF), SEE TYPICAL DETAIL 1/3

INSTALL 0.2' OVERLAY ASPHALT, SEE TYPICAL SECTIONL B/7

START OVERLAY
STA10+04

TIMOTHY LANE

1005 TIMOTHY LANE
DHEERAJ & URSZULA KAKAR

1010 TIMOTHY LANE
JESSICA MARIE
CARBINT

INSTALL 0.2' OVERLAY ASPHALT, SEE TYPICAL SECTION B/7

SAWCUT AND WET SET LAST ROW OF SALVAGED PAVERS/BRICKS ON (N) 6"X12" CONCRETE FLUSH CURB (16 LF) SEE DETAIL 1/13

REMOVE (E) PAVER DWY, (51 SF) INSTALL ASPHALT DRIVEWAY ON (E) BASE SEE DETAIL 2/3

REMOVE AND REPLACE ASPHALT DRIVEWAY ON EXISTING BASE (58 SF). SEE DETAIL 2/3

ADJUST UTILITY FRAME AND COVER TO GRADE (2 EA)

ADJUST MANHOLE FRAME AND COVER TO GRADE

INSTALL SHOULDER BACKING(334 SF) SEE TYPICAL SECTION B/7

ADJUST UTILITY FRAME AND COVER TO GRADE TYP(1X)

1009 PINE LANE
PATRICK NICOLINI &
LYNN KIRK

MATCH LINE SEE ABOVE
STA 15+00

INSTALL SHOULDER BACKING(729 SF) SEE TYPICAL SECTION B/14

CONFORM GRIND (735 SF), DETAIL 1/3

MATCH LINE SEE PAGE 14
STA 19+50

1016 PINE LANE
THOMAS &
JUNE ROBERTS

PROTECT (E) ASPHALT DRIVEWAY

WEDGE GRIND (11,307 SF), SEE DETAIL 9/3

1014 PINE LANE
YAN XIA

(N) BLUE REFLECTOR

REMOVE (E) ASPHALT DRIVEWAY REPAVE WITH SWALE (190 SF) PER DETAIL 12/3

PROTECT MONUMENT AND INSTALL NEW MONUMENT BOX PER CCC STD DETAIL CA40

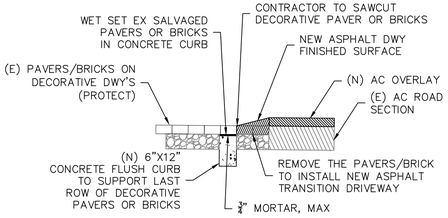
REMOVE OLD ASPHALT DRIVEWAY AND ADJACENT ASPHALT SWALE (319 SF) AND REGRADE (146 LF) OF NEW DRAINAGE DITCH, SEE DETAIL 1/3

PROTECT (E) CONCRETE DRIVEWAY

ADJUST MANHOLE FRAME AND COVER TO GRADE

1000 PINE LANE
RENJISH ABRAHAM &
MEGANA CHANDRAN

HOWARD HILLS ROAD



1/13 CONCRETE FLUSH CURB DETAIL

NTS

NOTES:

1. CONTRACTOR SHALL EXPOSE ALL EXISTING PAVEMENT COVERED BY DIRT AND DEBRIS BEFORE REPAVING.
2. ALL VEGETATION SHALL BE TRIMMED TO 1–FT BEHIND EDGE OF PAVEMENT AND TO A HIGHT OF 14–FT CLEAR

DATE	MARK	REVISION	INIT.
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Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/24

REGISTERED PROFESSIONAL ENGINEER — ANA BERNARDES No. 57848 Exp. 6/30/24 CIVIL — STATE OF CALIFORNIA

SIGN: DATE: 3/26/24

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REVIEWED BY:
CITY OF LAFAYETTE

Michael Moran 3/26/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014–9741

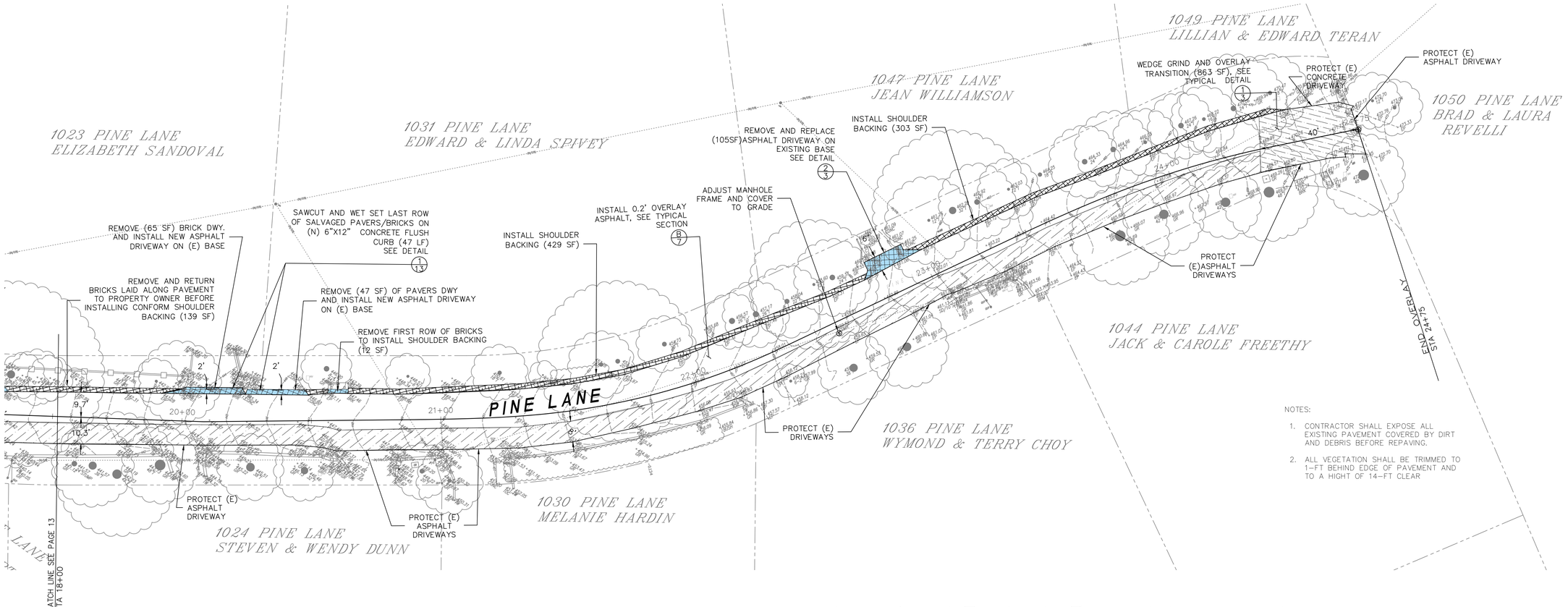
2024 ROAD PAVING PROJECT

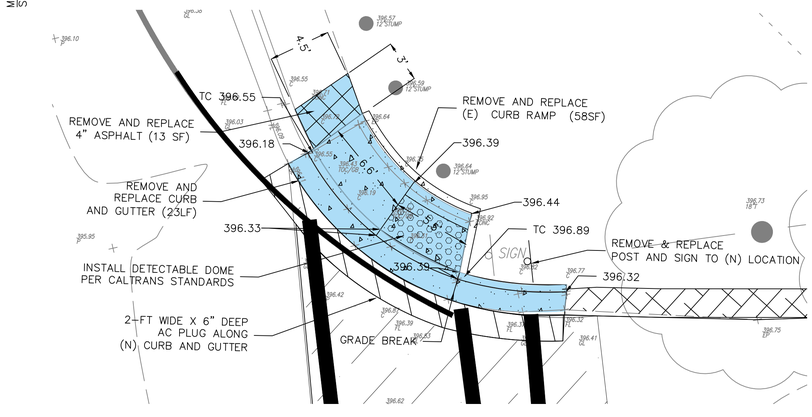
CONTRA COSTA COUNTY CALIFORNIA

PINE LANE– PLAN

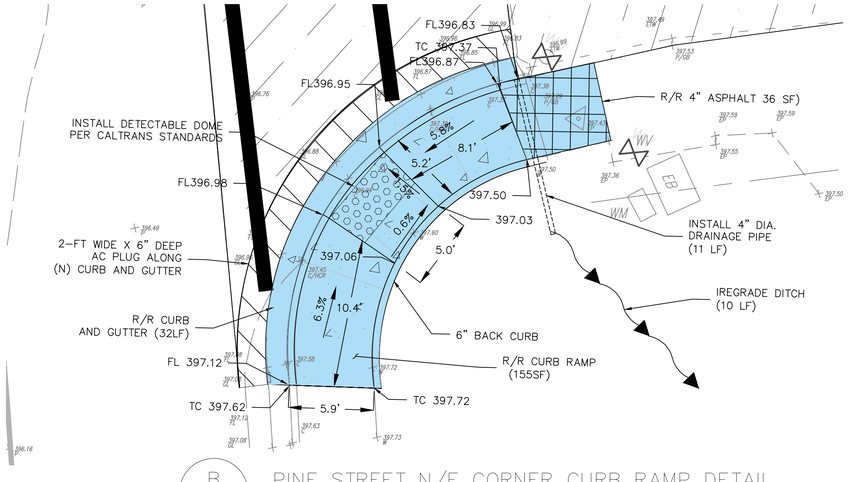
SCALE: 1:=20'

SHEET 13 of 22





A/14 PINE STREET N/W CORNER CURB RAMP DETAIL
SCALE: 1"=5'



B/14 PINE STREET N/E CORNER CURB RAMP DETAIL
SCALE: 1"=5'

DATE	MARK	REVISION	INIT.
----	----		
----	----		

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Drawn by: TC
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Reviewed by: MM
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REGISTERED PROFESSIONAL ENGINEER
ANA BERNARDES
No. 57848
Exp. 6/30/24
CIVIL
STATE OF CALIFORNIA

SIGN: DATE: 3/26/24

LAFAYETTE

3675 Mount Diablo Boulevard, Suite 210
Lafayette, California, 94549-1968
(925) 299-3217 Fax (925)284-3169
www.ci.lafayette.ca.us

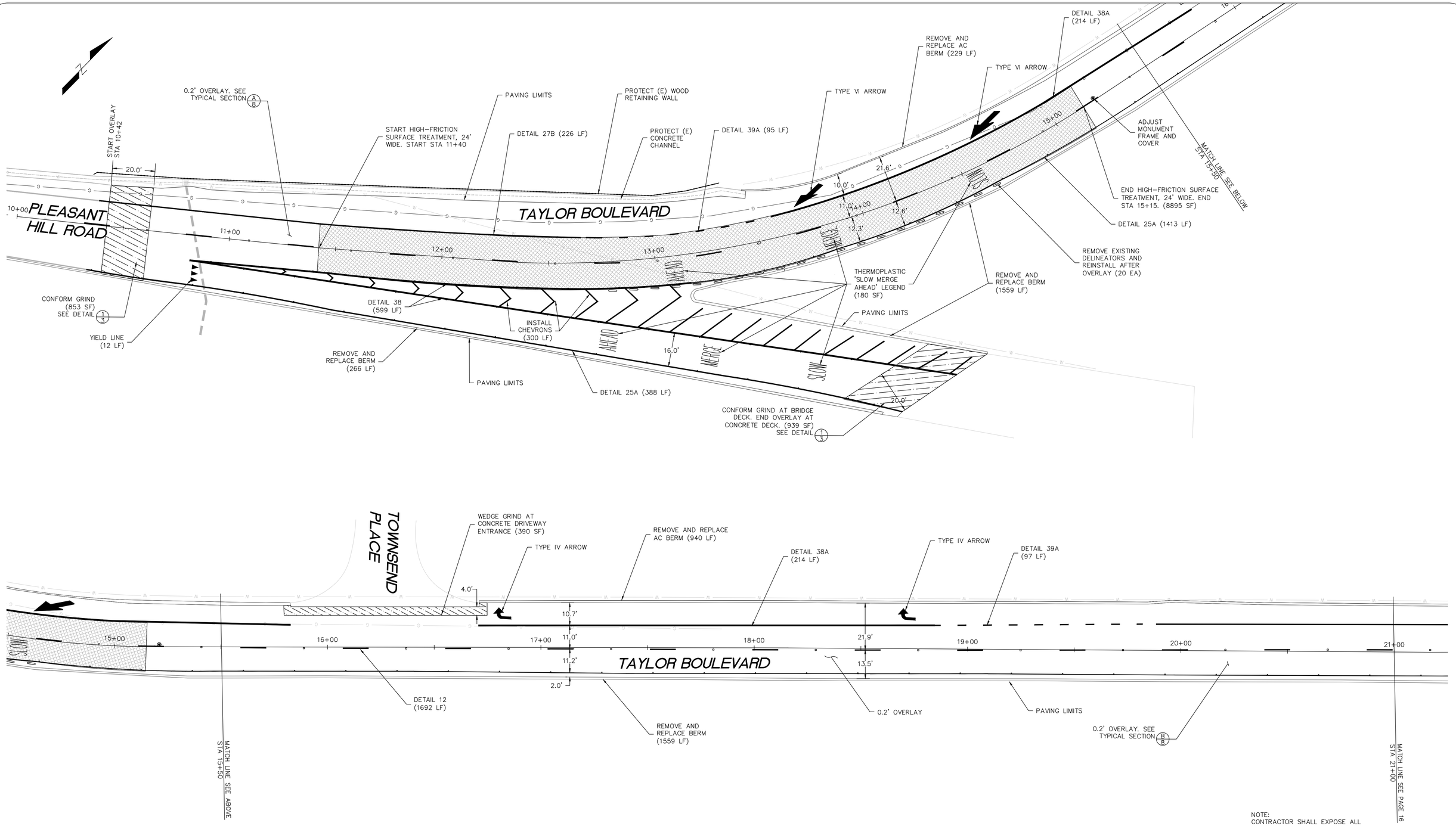
REVIEWED BY:
CITY OF LAFAYETTE
Michael Moran 3/26/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

PINE LANE -PLAN (2)

SCALE: 1" = 20'

SHEET 14 of 22



NOTE:
CONTRACTOR SHALL EXPOSE ALL EXISTING PAVEMENT COVERED BY DIRT AND DEBRIS. VEGETATION SHALL BE TRIMMED TO 1' BEHIND EDGE OF PAVEMENT TO A HEIGHT OF 14'

DATE	MARK	REVISION	INIT.
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Designed by: TC
Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/26/2024

SIGN: DATE: 3/27/24

REGISTERED PROFESSIONAL ENGINEER
TIMOTHY J CLARK
No. 94681
Exp. 6/30/24
CIVIL
STATE OF CALIFORNIA

LAFAYETTE

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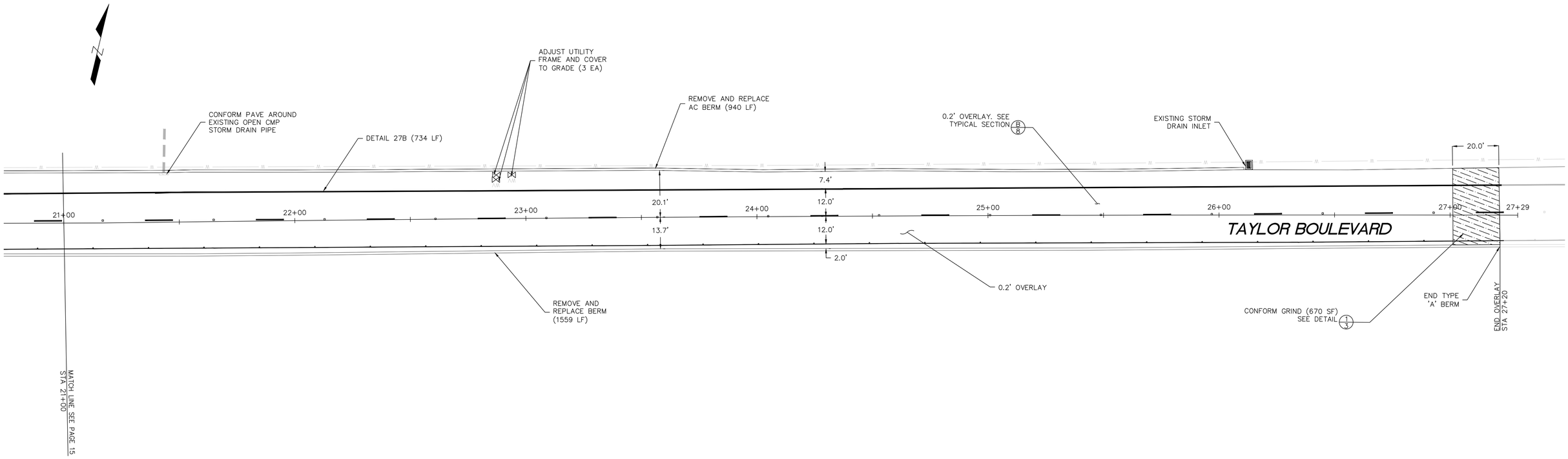
CONTRA COSTA COUNTY CALIFORNIA

TAYLOR BOULEVARD PLAN

SCALE: 1" = 20'

SHEET 15 of 22



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TAYLOR BOULEVARD
PLAN

SCALE: 1" = 20'

SHEET 16 of 22

SPRINGHILL ROAD

BEGIN OVERLAY STA 10+57

TYPE IV ARROW (R)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (408 SF)

PROTECT (E) AC BERM UNDERNEATH GUARDRAIL

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (128 SF)

(N) R4-4 SIGN & POST

WEDGE GRIND (2960 SF) SEE DETAIL 3/3

LIMITS OF PAVING

PROTECT (E) GUARDRAIL

INSTALL BIKE PED LANE STENCIL (11.5 SF)

DETAIL 39A (160 LF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (259 SF)

MATCH LINE SEE BELOW STA 16+00

INSTALL BIKE PED LANE STENCIL (11.5 SF)

DETAIL 39 (139 LF)

REMOVE DELINEATORS AND REINSTALL AFTER OVERLAY (12 EA)

DETAIL 39A (96 LF)

INSTALL TYPE 'E' LOOPS (2 EA)

DETAIL 39 (292 LF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (408 SF)

INSTALL TYPE 'E' LOOPS (10 EA)
INSTALL TYPE 'D' LOOPS (4 EA)

DETAIL 38 (107 LF)

12" THERMOPLASTIC STRIPE (51 LF)

TYPE IV ARROW (L)

(E) CONCRETE MEDIAN

DETAIL 12 (610 LF)

ADDITIONAL 9" PAVEMENT REPAIRS IN NORTHBOUND AND SOUTHBOUND LANE TO DEERHILL ROAD (1,995 SF)

CONFORM GRIND (1015 SF) SEE DETAIL 1/3

WEDGE GRIND (103 SF) SEE DETAIL 3/3

INSTALL TYPE 'E' LOOPS (2 EA)

DETAIL 38 (228 LF)

PLEASANT HILL ROAD

DETAIL 12 (590 LF)

TYPE IV ARROW (L)

WEDGE GRIND (603 SF) SEE DETAIL 3/3

CONFORM GRIND (593 SF) SEE DETAIL 1/3

DETAIL 39 (340 LF)

DETAIL 39A (188 LF)

REMOVE (E) CONCRETE CURB RAMPS AND LANDING (351 SF). INSTALL ADA RAMP (88 SF) AND SW (237 SF)

REMOVE CONCRETE CURB AND GUTTER (37 LF) AND ASPHALT (84 SF) INSTALL M1-6 CURB AND GUTTER (37 LF)

INSTALL BIKE PED LANE STENCIL (11.5 SF)

REMOVE AND REPLACE TYPE 'A' BERM (332 LF)

REMOVE AND REPLACE W3-3 SIGN ON (E) LIGHT POST

EDGE OF (E) PATHWAY

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (162 SF)

(N) R4-4 SIGN & POST

INSTALL BIKE PED LANE STENCIL (11.5 SF)

LIMITS OF PAVING

INSTALL BLUE REFLECTIVE PAVEMENT MARKER

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (186 SF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (336 SF)

QUANDT ROAD

ADJUST PULL BOX TO GRADE

CURB RAMP DETAIL

SW/FL=365.27
TC=365.77
SW/FL=365.36
FC=365.38
TC=365.88
TC=365.90
FL=365.40
MATCH EX.
SW/FL=365.46
SW/FL=365.52
365.90
365.89
365.84
SW/TC=365.82
MATCH EX.
365.88
365.93
SW/TC=365.94
366.00
365.90
MATCH EXISTING
365.86
MATCH EXISTING

CURB RAMP DETAIL

OVERLAY TRANSITION GRINDING (245 SF) SEE DETAIL 1/3

END OF OVERLAY AT CHANGE IN PAVEMENT

"30" LEGEND

DETAIL 22 (120 LF)

INSTALL BLUE REFLECTIVE PAVEMENT MARKER

INSTALL TYPE 'E' LOOPS (3 EA)
INSTALL TYPE 'D' LOOPS (1 EA)

DETAIL 38 (47 LF)

WEDGE GRIND (641 SF) SEE DETAIL 3/3

TYPE IV ARROW (R)

YIELD LINE (15 LF)

INSTALL THERMOPLASTIC CROSSWALK (90 SF)

RELIEZ VALLEY ROAD

REMOVE CONCRETE CURB RAMPS (255 SF) AND ASPHALT (148 SF). INSTALL ADA RAMPS (247 SF) AND SW (28 SF)

TYPE IV ARROW (L)

INSTALL 12" THERMOPLASTIC (19 LF)

INSTALL THERMOPLASTIC CROSSWALK (255 SF)

TYPE IV ARROW (R)

CURB RAMP DETAIL

MATCH EX.
5.4'
380.04
379.99
379.92
379.99
CURB
379.49
379.55
REMOVE CURB 2' ON EITHER SIDE OF RAMP AND REINSTALL
380.23
380.16
380.34
11.3'
REMOVE CURB AND GUTTER AND REINSTALL S1-6 CURB AND GUTTER (14 LF)
4.0'
380.28
7.4'
380.55
5.0'
380.42
380.81
6.5'
380.66
RAISE UTILITY BOX TO GRADE
16.5'
380.55
380.73
4.0'
380.86
4.0'
REMOVE CURB 2' ON EITHER SIDE OF RAMP AND REINSTALL
380.25
380.32

MATCH LINE SEE PAGE 18 STA 21+00

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (136 SF)

DETAIL 39 (1007 LF)

LIMITS OF PAVING

WEDGE GRIND (1421 SF) SEE DETAIL 3/3

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (220 SF)

INSTALL BIKE PED LANE STENCIL (11.5 SF)

(N) R4-4 SIGN & POST

DETAIL 12 (1206 LF)

TYPE VI ARROW

(N) W11-1 SIGN & POST

DETAIL 38 (85 LF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (607 SF)

DETAIL 39 (203 LF)

DETAIL 39A (186 LF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (99 SF)

INSTALL BIKE PED LANE STENCIL (11.5 SF)

DETAIL 39 (72 LF)

DETAIL 39 (15 LF)

ADJUST MANHOLE TO GRADE (1 EA)

INSTALL BIKE PED LANE STENCIL (11.5 SF)

PLEASANT HILL ROAD

INSTALL THERMOPLASTIC CROSSWALK (384 LF)

12" THERMOPLASTIC STRIPE (40 LF)

INSTALL TYPE 'E' LOOPS (9 EA)
INSTALL TYPE 'D' LOOPS (3 EA)

CONTRA COSTA COUNTY JURISDICTION PERFORM 6" DIGOUT REPAIRS (6,935 SF) AND 0.2' OVERLAY. SEE CCC PLANS

TYPE IV ARROW (L)

TYPE IV ARROW (L)

ADJUST UTILITY FRAME AND COVER TO GRADE (6 EA)

LIMITS OF PAVING

INSTALL TYPE 'E' LOOPS (2 EA)

INSTALL TYPE 'E' LOOPS (9 EA)
INSTALL TYPE 'D' LOOPS (3)

INSTALL BIKE PED LANE STENCIL (11.5 SF)

WEDGE GRIND (720 SF) SEE DETAIL 3/3

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (371 SF)

INSTALL GREEN THERMOPLASTIC BIKE LANE MARKING (127 SF)

MATCH LINE SEE ABOVE STA 15+50

DETAIL 39 (58 LF)

INSTALL 12" THERMOPLASTIC (38 LF)

REMOVE ASPHALT AND CONSTRUCT CONCRETE CURB RAMP (20 SF)

REMOVE AND REPLACE TYPE 'A' BERM (60 LF)

DETAIL 39 (225 LF)

DETAIL 12 (222 LF)

REMOVE AND REPLACE TYPE 'A' BERM (218 LF)

LIMITS OF PAVING

LAFAYETTE CITY LIMITS STA 18+76

NOTE:
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DATE	MARK	REVISION	INIT.
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Drawn by: TC
Checked by: JML
Reviewed by: MM
Date: 3/26/2024

REGISTERED PROFESSIONAL ENGINEER — TIMOTHY J CLARK No. 94681 Exp. 6/30/24 CIVIL — STATE OF CALIFORNIA

SIGN: Tim Clark DATE: 3/27/24

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REVIEWED BY:
CITY OF LAFAYETTE

Michael Moran 3/27/24

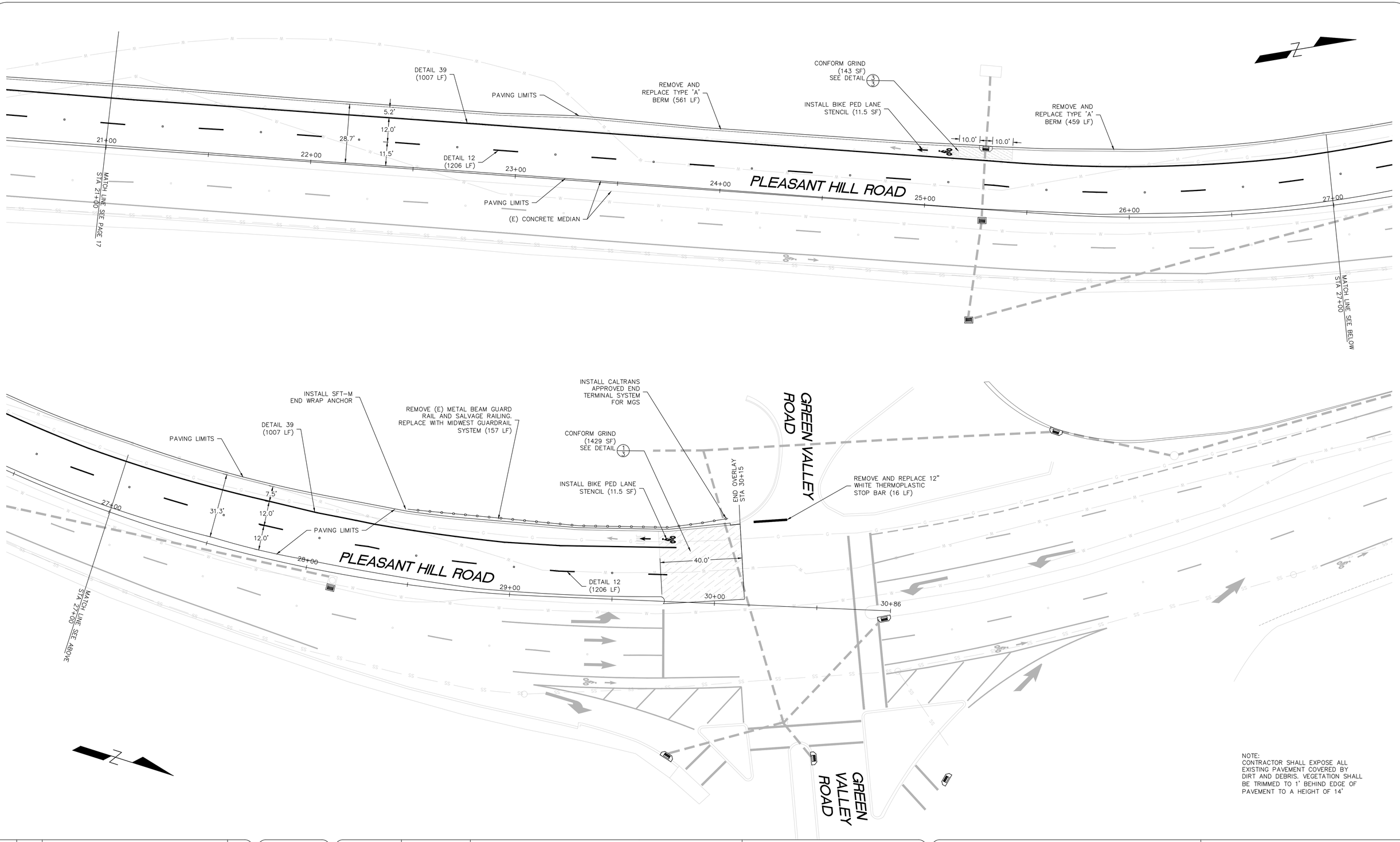
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014-9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

PLEASANT HILL ROAD PLAN

SCALE: 1" = 20'

SHEET 17 of 22



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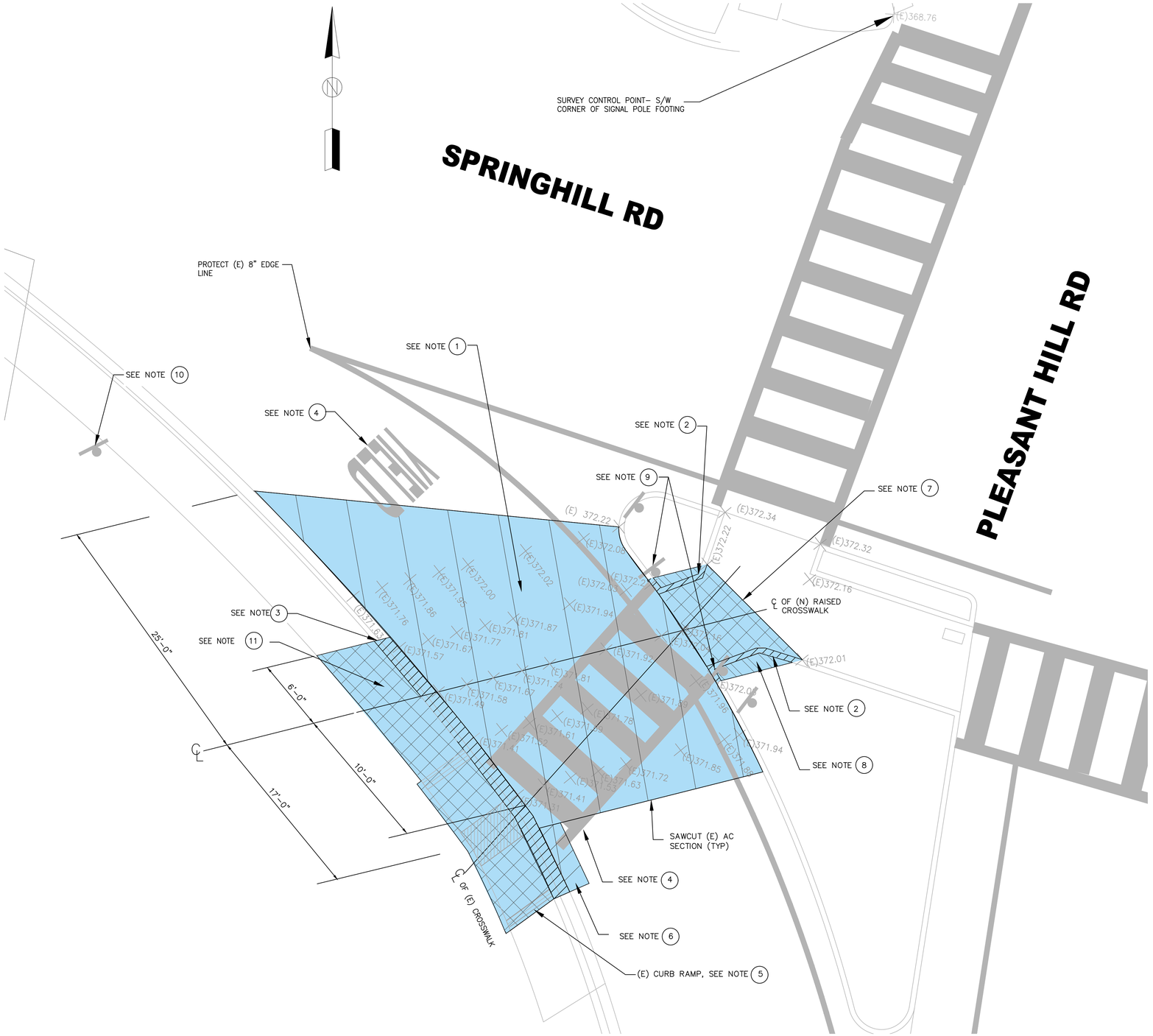
Michael Moran 3/27/24
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

CITY OF LAFAYETTE
PROJECT NO. 014–9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

PLEASANT HILL ROAD
PLAN

SCALE: 1" = 20'

SHEET 18 of 22



DEMOLITION NOTES

1. REMOVE (E) AC TO (E) BASE ON THE AREAS UNDER FUTURE BULBOUTS AND RAISED CROSSWALK (AREA ± 715 SQ–FT).
2. REMOVE EXISTING 6" PASSAGEWAY CURBS AT MEDIAN (± 20 LF) TO ALLOW FOR 10–FT WIDE RAISED CROSSWALK RAMP TO FIT BETWEEN NEW INSTALLED 6" CURBS AS SHOWN ON THE FUTURE IMPROVEMENTS PLAN, SHEET 3.
3. REMOVE (E) CURB AND GUTTER (30 LF).
4. REMOVE BY GRINDING ALL EXISTING STRIPING AND MARKINGS IN CONFLICT WITH FINAL STRIPING, APPLY FOG SEAL TO AREA GROUND AREAS.
5. REMOVE (E) CURB RAMP INCLUDING (E) BACK CURB APPROX. (97 SQ–FT).
6. REMOVE & REPLACE AC. MIN. 2–FT WIDE. (8 LF)
7. REMOVE 4" PCC WALKWAY AT MEDIAN FOR FUTURE CROSSWALK RAMP SHOWN ON SHEET 3. (60 SQ–FT)
8. MINOR GRADING WORK AT THE 2–SIDES OF (N) RAISED CROSSWALK .
9. SALVAGE OBJECT MARKERS AT MEDIAN TO BE USED ON NEW BULBOUTS.
10. REMOVE (E) TRAFFIC SIGN POST AND SIGN AND PROPERLY DISPOSE THEM.'
11. REMOVE (E) 4" PCC SIDEWALK APPROX. (83 SQ–FT)

DEMOLITION LEGEND:

- REMOVE EXISTING AC SECTION
- REMOVE EXISTING PCC SIDEWALK, CURB RAMP, PASSAGEWAY
- REMOVE EXISTING PCC CURB AND GUTTER.
- MINOR GRADING WORK.
- XXX.XX EXISTING ELEVATIONS. ALL THE EXISTING ELEVATIONS ARE BASED UPON EL. 368.76 LOCATED AT THE S/W CORNER OF THE CONCRETE FOOTING OF THE TRAFFIC SIGNAL POLE BASE AT N/W CORNER OF SPRINGHILL ROAD AND PLEASANT HILL ROAD. SEE LOCATION SHOWN ON THIS PLAN VIEW.

SITE 1 RAISED CROSSWALK– DEMOLITION PLAN
SPRINGHILL RD. RIGHT TURN AT PLEASANT HILL RD.

DATE	MARK	REVISION	INIT.
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----	----		AB

Designed by: AB
Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

REGISTERED PROFESSIONAL ENGINEER ANA BERNARDES No. 57848 Exp. 6/30/24 CIVIL STATE OF CALIFORNIA

SIGN: DATE: ----

LAFAYETTE

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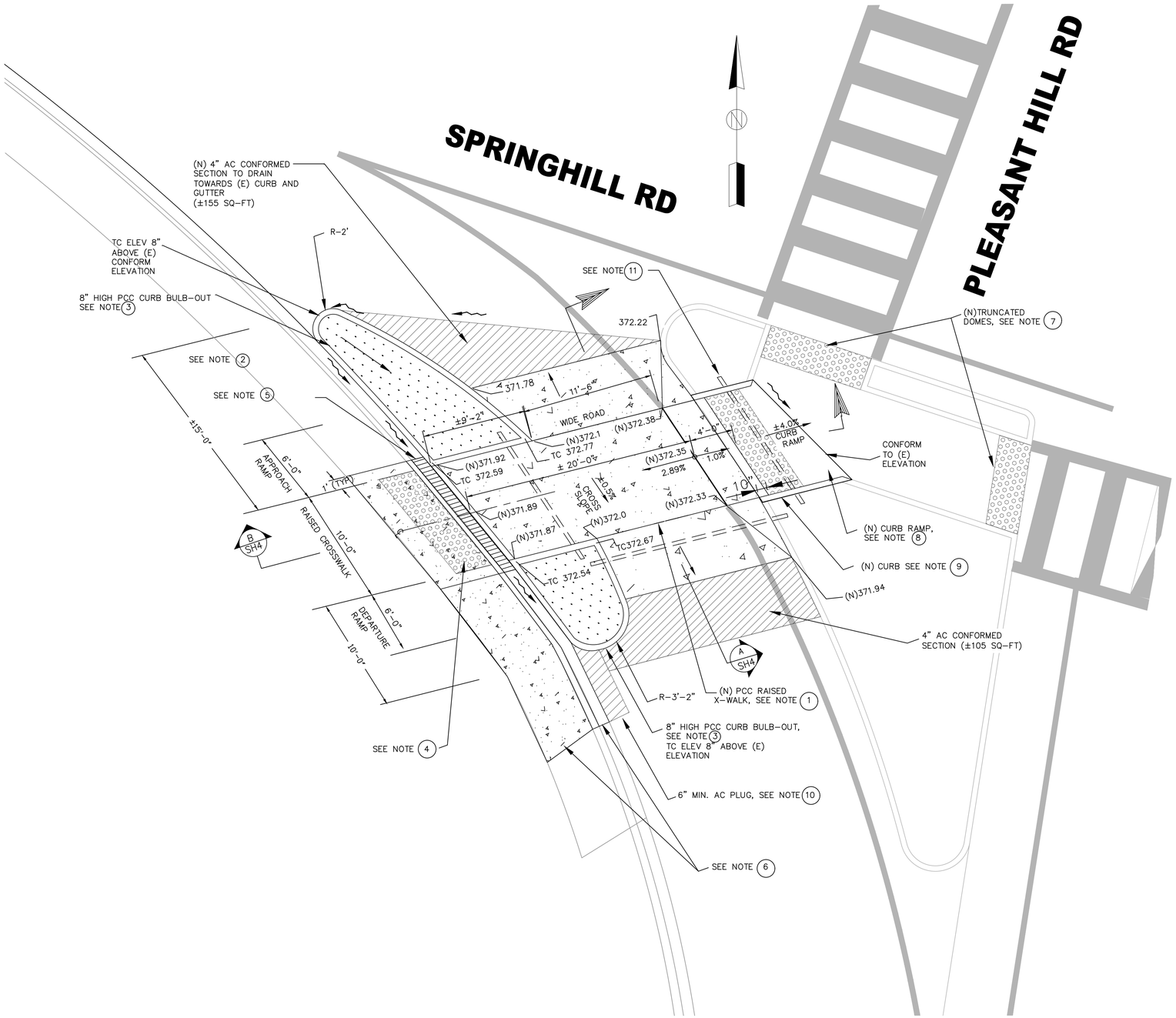
REVIEWED BY:
CITY OF LAFAYETTE
MICHAEL MORAN, PUBLIC WORKS DIRECTOR ----

CITY OF LAFAYETTE
PROJECT NO. 014–9741
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

RAISED CROSSWALK
SITE 1–DEMO PLAN

SCALE: 1'=5'

SHEET 19 of 22



SITE 1–PLAN VIEW (N) RAISED CROSSWALK, BULBOUTS, CURB RAMP, SIDEWALK, CURB AND GUTTER IMPROVEMENTS

NEW IMPROVEMENTS NOTES:

1. INSTALL NEW 6" PCC RAISED CROSSWALK WITH MIN. 6" AB, 10–FT WIDE, WITH ASCENDING AND DESCENDING MIN. 6–FT RAMPS. (420 SQ–FT)
2. FILL BULBOUTS AREA WITH TOP SOIL AND 2" MIN. MULCH.
3. INSTALL 8" BULBOUT CURBS PER CONTRA COSTA COUNTY STANDARD CA71 – TYPE M1–8 CURB WITH A BACK SIDE OF 1'–2" HIGH. (83 LF)
4. INSTALL (N) SURFACE DETECTABLE DOMES AT (N) SIDEWALK. DOME SHALL EXTEND THE FULL WIDTH OF RAISED CROSSWALK (10–FT WIDE), HAVE A FULL DEPTH OF 3'–0" AND BE LOCATED AT BACK OF CURB LINE PER CALTRANS STANDARDS. PLACE DOME ALIGNMENT PARALLEL TO CROSSWALK PREDOMINATE DIRECTION OF TRAVEL. DOME SHALL BE ONYX BLACK IN COLOR.
5. INSTALL 12–FT LONG CONCRETE TRENCH CHANNEL WITH ZURN Z723–HDG FRAMES AND ZURN GHPD TRENCH GRATINGS
6. INSTALL NEW 3.5"" P.C.C. SIDEWALK (180 SQ–FT) AND INSTALL NEW S1–6M CURB AND GUTTER (18 LF) PER CONTRA COSTA COUNTY STANDARD DETAILS CA70 & CA71–TO MATCH EXISTING AND CONFORM TO ELEVATIONS ON BOTH SIDES.
7. INSTALL 2 NEW SURFACE DETECTABLE GLUED DOWN AND FASTENED DOMES AT ISLAND PASSAGEWAYS AT FRONT OF CURB FACE AS PER CALTRANS' STANDARD PLAN A88 B PASSAGEWAY TYPE B. DOME SHALL BE ONYX BLACK IN COLOR.
8. INSTALL NEW ADA CURB RAMP AT EAST SIDE OF RAISED CROSSWALK PER CALTRANS' STD. DETAIL A 88 A – MODIFIED CASE F. (80 SF)
9. INSTALL 6" CURBS AT EACH SIDE OF NEW ADA CURB RAMP AT MEDIAM.
10. INSTALL MIN. 6" DEEP X 1'6" WIDE (N) AC PLUG AT (N) INSTALLED CURB AND GUTTER.
11. INSTALL 4"ø PVC–90 SLEEVES BETWEEN THE LANDSCAPING BULB OUTS AND MEDIANS FOR FUTURE IRRIGATION.

NEW IMPROVEMENT LEGEND:

- INSTALL (N) PCC SECTIONS WITH 6" MIN. CLASS 2 AB UNDER. (MIN. DEPTHS: 3.5" AT NEW SIDEWALKS, 6" MIN. AT RAISED CROSSWALK, 6" MIN. AT CURB RAMPS)
- INSTALL (N) GLUED ON DOMES TO (E) CONCRETE SURFACE. CUT DOME TO FIT AT (E) UTILITIES BOXES COVER LIDS.
- INSTALL (N) CONCRETE DRAINAGE CHANEL WITH GALVANIZED ZURN GRATING AND FRAME.
- INSTALL ASPHALT CONCRETE SECTION (6" AT CURB AND GUTTER PLUGS AND MIN 4" AT ROAD CONFORM SECTION).
- INSTALL TOP SOIL UP TO 2" BELOW TOP OF NEW 8" BULBOUT CURBS AND COMPACT TO 85% COMPACTION. INSTALL 2" OF MULCH ON TOP OF TOP SOIL WITH FILTER FABRIC TO CONTROL WEEDS.

(N) XXX.XX–THE PROPOSED ELEVATIONS ARE BASED UPON EL 368.76 LOCATED AT THE S/W CORNEROF THE CONCRETE FOOTING OF THE TRAFFIC POLE BASE AT N/W CORNER OF SPRINGHILL ROAD AND PLEASANT HILL ROAD. SEE SHEET 2 FOR LOCATION OF THIS CONTROL POINT.

DATE	MARK	REVISION	INIT.
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Drawn by: AB
Checked by: JML
Reviewed by: MM
Date: 3/27/2024

REGISTERED PROFESSIONAL ENGINEER ANA BERNARDES No. 57848 Exp. 6/30/24 CIVIL STATE OF CALIFORNIA

SIGN: Ana Bernardes DATE: ----

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Michael Moran ----
MICHAEL MORAN, PUBLIC WORKS DIRECTOR

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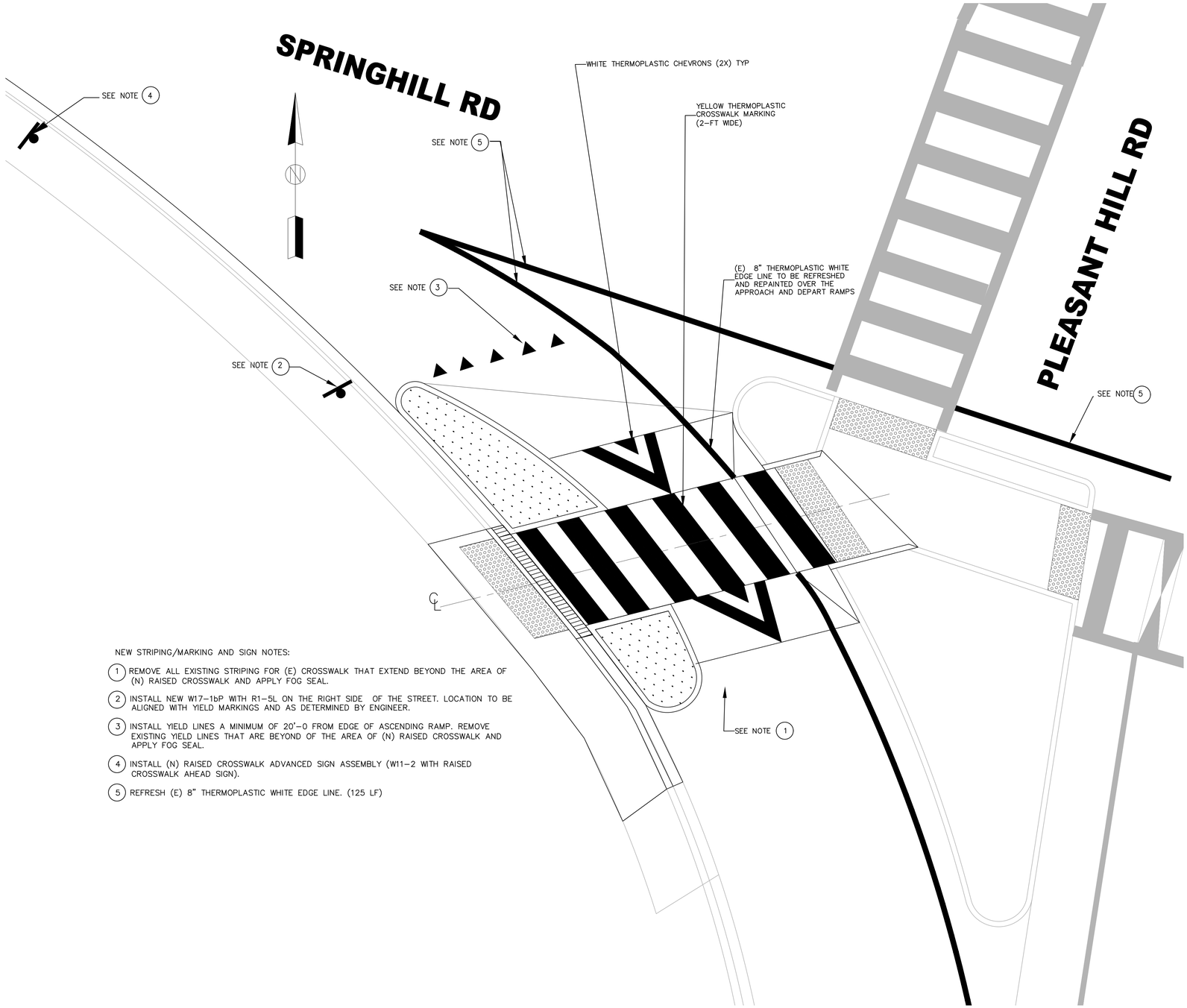
RAISED CROSSWALK SITE 1
LAYOUT & SECTIONS

SCALE: 1"=5'

SHEET 20 of 22

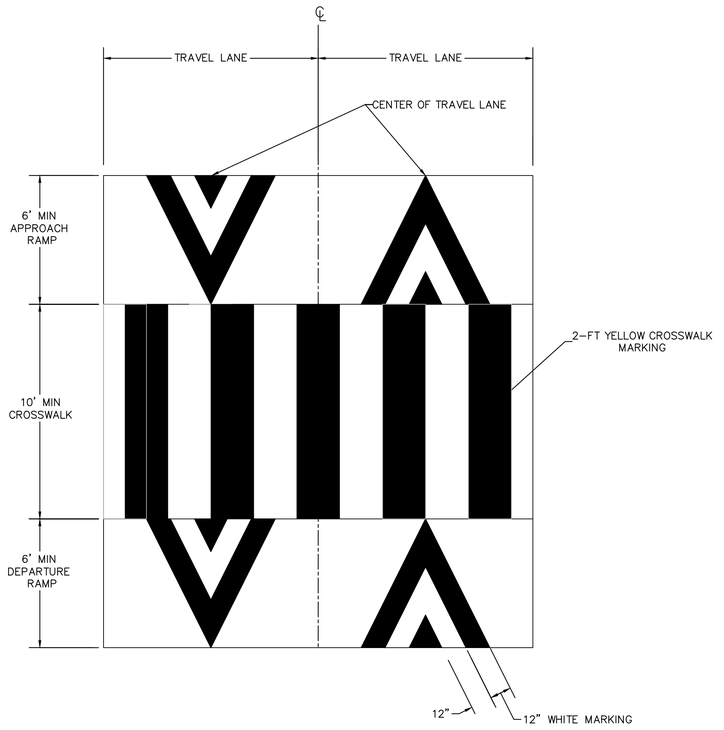


NEW STRIPING/MARKING AND SIGN NOTES:

1. REMOVE ALL EXISTING STRIPING FOR (E) CROSSWALK THAT EXTEND BEYOND THE AREA OF (N) RAISED CROSSWALK AND APPLY FOG SEAL.
2. INSTALL NEW W17-1bP WITH R1-5L ON THE RIGHT SIDE OF THE STREET. LOCATION TO BE ALIGNED WITH YIELD MARKINGS AND AS DETERMINED BY ENGINEER.
3. INSTALL YIELD LINES A MINIMUM OF 20'-0 FROM EDGE OF ASCENDING RAMP. REMOVE EXISTING YIELD LINES THAT ARE BEYOND OF THE AREA OF (N) RAISED CROSSWALK AND APPLY FOG SEAL.
4. INSTALL (N) RAISED CROSSWALK ADVANCED SIGN ASSEMBLY (W11-2 WITH RAISED CROSSWALK AHEAD SIGN).
5. REFRESH (E) 8" THERMOPLASTIC WHITE EDGE LINE. (125 LF)

SITE 1- NEW STRIPING AND SIGNS PLAN
SPRINGHILL RD. RIGHT TURN AT PLEASANT HILL RD.

RAISED CROSSWALK AHEAD ASSEMBLY DETAIL



1/21 RAISED CROSSWALK MARKINGS
NTS

----	----		AB
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DATE	MARK	REVISION	INIT.

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Date: 3/27/2024

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CITY OF LAFAYETTE

MICHAEL MORAN, PUBLIC WORKS DIRECTOR xx/xx/xx

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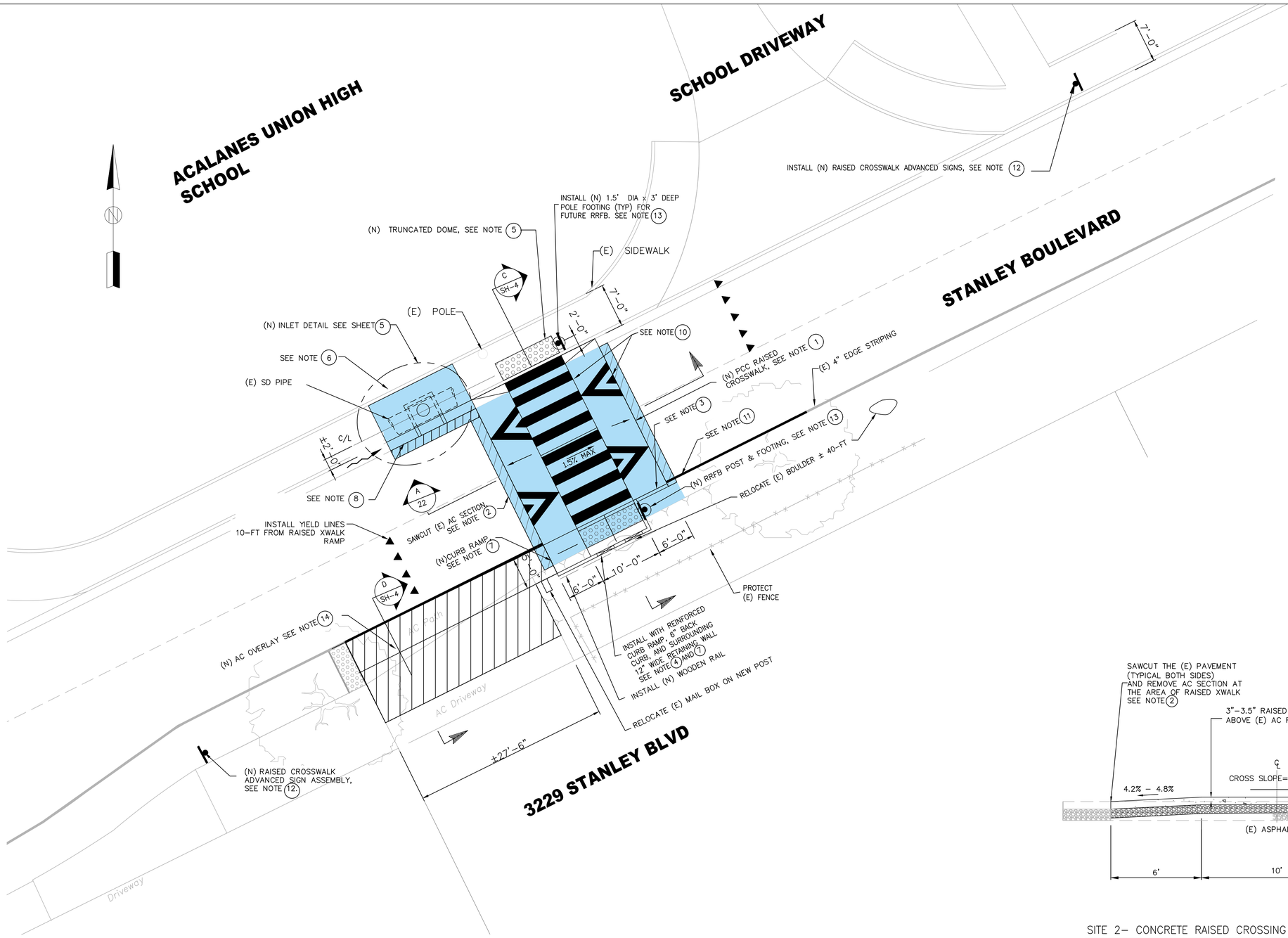
RAISED CROSSWALK
SITE 1 STRIPING & SIGN PLAN

SCALE: 1"=5'

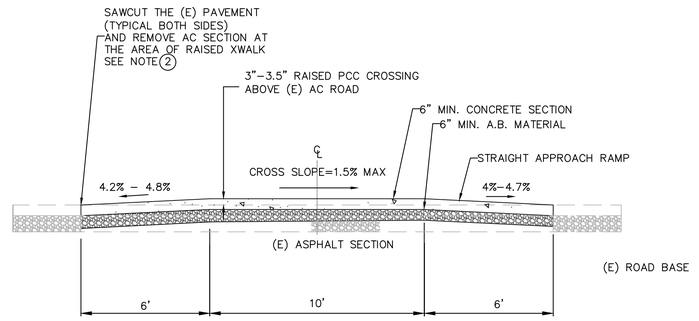
SHEET 21 of 22



PLAN VIEW– NEW RAISED CONCRETE CROSSWALK AT STANLEY BLVD.
WEST OF ACALANES HIGH SCHOOL DRIVEWAY

DEMOLITION AND NEW IMPROVEMENTS NOTES:

1. INSTALL NEW 6" PCC RAISED CROSSWALK WITH MIN. 6" AB, 10–FT WIDE, WITH 6–FT ASCENDING AND DESCENDING RAMPS. (APPROX. 567 SQ–FT)
2. SAW CUT (E) AC PAVEMENT ON EACH SIDE OF RAISED CROSSWALK AREA, AND REMOVE ±691 SQ–FT OF ASPHALT..
3. BACK CURB ALONG CROSSWALK DEPARTURE RAMP IS 6" ABOVE LANDING AND TAPERS TO 0–FT AT END OF RAMP.
4. INSTALL 6" CURB THAT IS 6" ABOVE LANDING ELEVATION AND HAS (2x) 3'–0" OPENINGS FOR DRAINAGE. (TOTAL LENGTH OF CURBS 28 LF).
5. INSTALL (N) SURFACE DETECTABLE GLUED DOWN, AND FASTENED ADA DOME AT (E) SIDEWALK. DOME SHALL EXTEND THE FULL WIDTH OF RAISED CROSSWALK (10–FT WIDE) AND BE LOCATED AT BACK OF CURB LINE PER CALTRANS STANDARDS. PLACE DOME ALIGNMENT PARALLEL TO CROSSWALK PREDOMINATE DIRECTION OF TRAVEL. DOME SHALL BE ONYX BLACK IN COLOR.
6. REMOVE ±91 SQ–FT OF (E) P.C.C. SIDEWALK TO BUILD NEW TYPE D INLET PER CONTRA COSTA COUNTY STANDARD DETAILS CD23. SEE SHEET 07 FOR DETAILS NOT SHOWN ON THIS SHEET.
7. INSTALL NEW CALTRANS MODIFIED CASE C–REINFORCED CURB RAMP, PER CALTRANS' DETAIL A88A, INCLUDING 6" BACK CURB (33 LF) , AND REINFORCED RETAINING WALL (±12' WIDE X 3' HEIGHT X 27') ALONG SOUTH SIDE OF CURB RAMP. (94 SF)
8. REMOVE ± (13 LF) OF (E) CURB AND GUTTER AND 1'–6" WIDE AC TO INSTALL (N) TYPE D INLET PER CONTRA COSTA COUNTY STANDARD DETAILS CD23. SEE SHEET 5 FOR DETAILS NOT SHOWN ON THIS SHEET.
9. INSTALL MIN. 6" DEEP X 1'6" WIDE (N) AC PLUG AT (N) INSTALLED CURB AND GUTTER.
10. INSTALL RAISED CROSSWALK, YELLOW HIGH VISIBILITY LADDER AND CHEVRON WHITE THERMOPLASTIC MARKINGS, PER STRIPING PLAN SHEET 21.
11. REFRESH 4" WHITE THERMOPLASTIC LINE ON EACH SIDE OF NEW RAISED CROSSWALK (APPROX. 50–FT).
12. INSTALL RAISED CROSSWALK ADVANCED SIGNS ASSEMBLY (W11–2 AND RAISED CROSSWALK AHEAD SIGNS), SEE STRIPING PLAN SHEET 21.
13. INSTALL (2X) 2.5" SQUARE POSTS ON NEW 1.5'ø X 3' DEEP CONCRETE POST FOOTINGS FOR FUTURE SOLAR POWERED RRFB ON BOTH SIDES OF THE STREET (POSTS AND BASE PLATES WILL BE PROVIDED BY CITY).
14. INSTALL (N) AC OVERLAY BETWEEN (N) INSTALLED CURB RAMP AND (E) RAMP PER DETAIL 2/SH 4



SITE 2– CONCRETE RAISED CROSSING SECTION — NTS — A / 22

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----	----		AB
DATE	MARK	REVISION	INIT.

Designed by: AB
Drawn by: AB
Checked by: MM
Reviewed by: AB
Date: 3/27/2024

SIGN: DATE: ----

ANA BERNARDES No. 57848 Exp. 6/30/24 REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

LAFAYETTE

3675 Mount Diablo Boulevard, Suite 210
Lafayette, California, 94549–1968
(925) 299–3217 Fax (925)284–3169
www.ci.lafayette.ca.us

REVIEWED BY:
CITY OF LAFAYETTE
MICHAEL MORAN, PUBLIC WORKS DIRECTOR xx/xx/xx

CITY OF LAFAYETTE
PROJECT NO. 014–9747
2024 ROAD PAVING PROJECT
CONTRA COSTA COUNTY CALIFORNIA

RAISED CROSSWALK SITE 2
PLAN AND SECTIONS

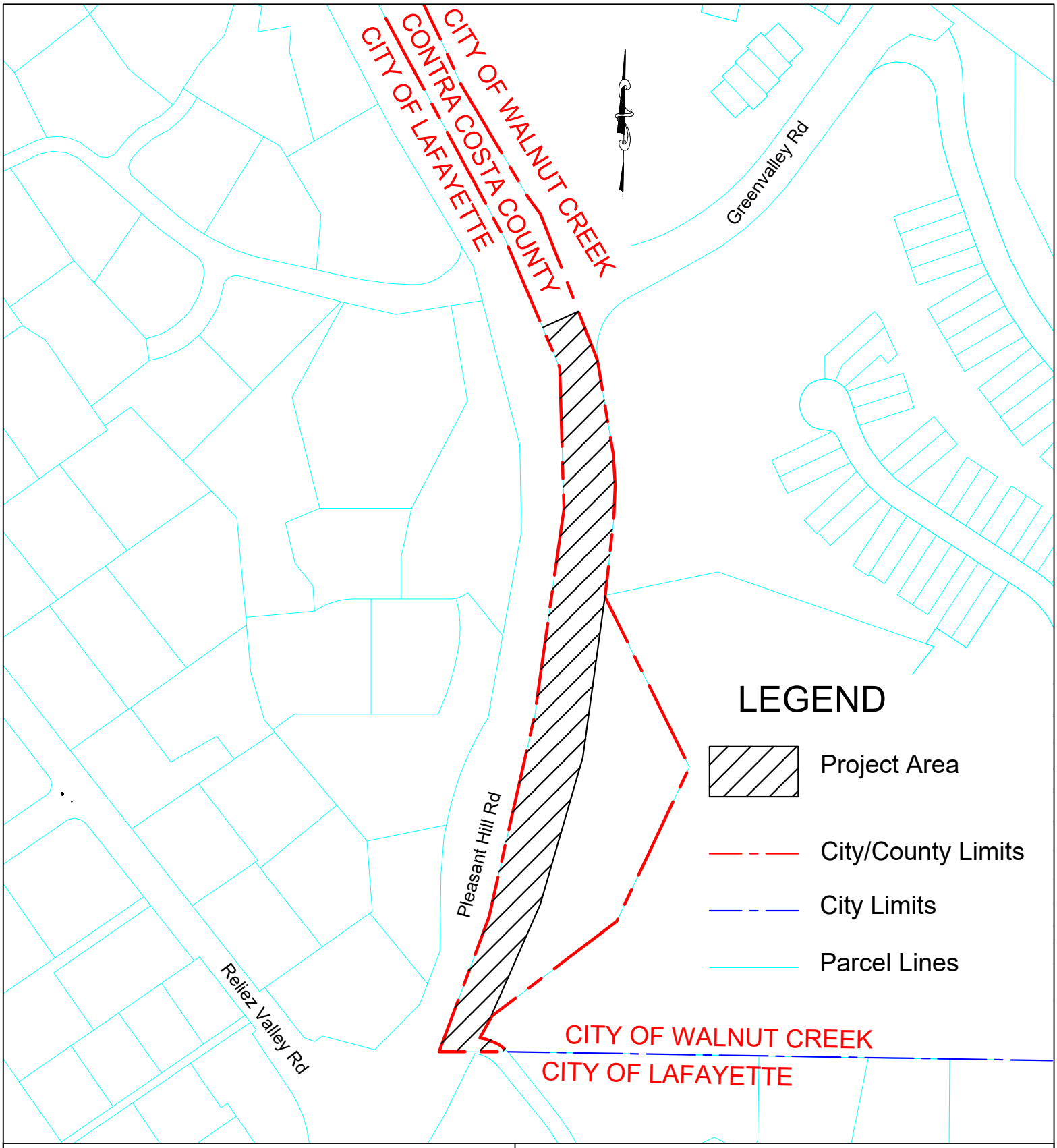
SCALE: 1"=8'

SHEET 22 of 22

EXHIBIT B

COUNTY OVERLAY WORK

[Inserted behind this page]



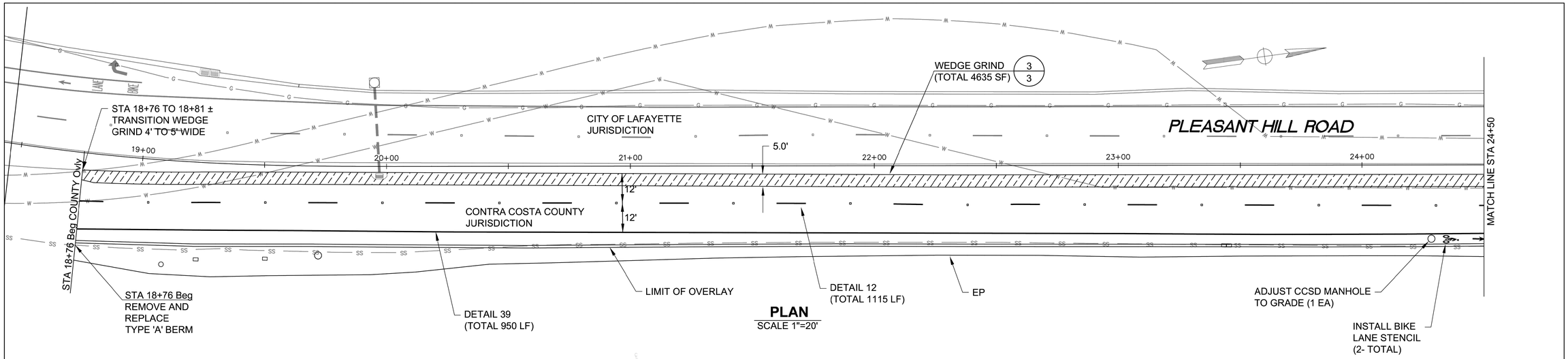
Contra Costa County
Public Works
Department

EXHIBIT B

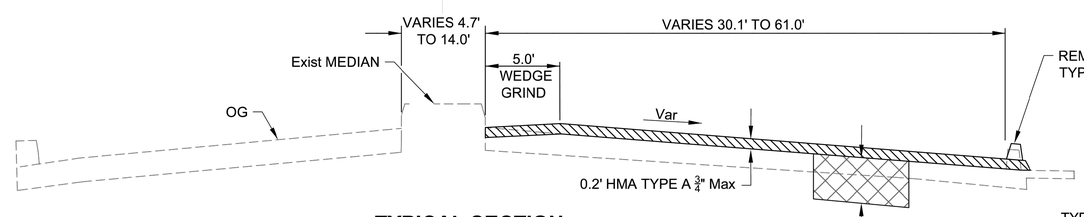
UNINCORPORATED LAFAYETTE
MAINTENANCE AREA
COUNTY OVERLAY WORK

DB: JW	CB: CL	DATE: MAY 2024	SHEET 1 OF 1

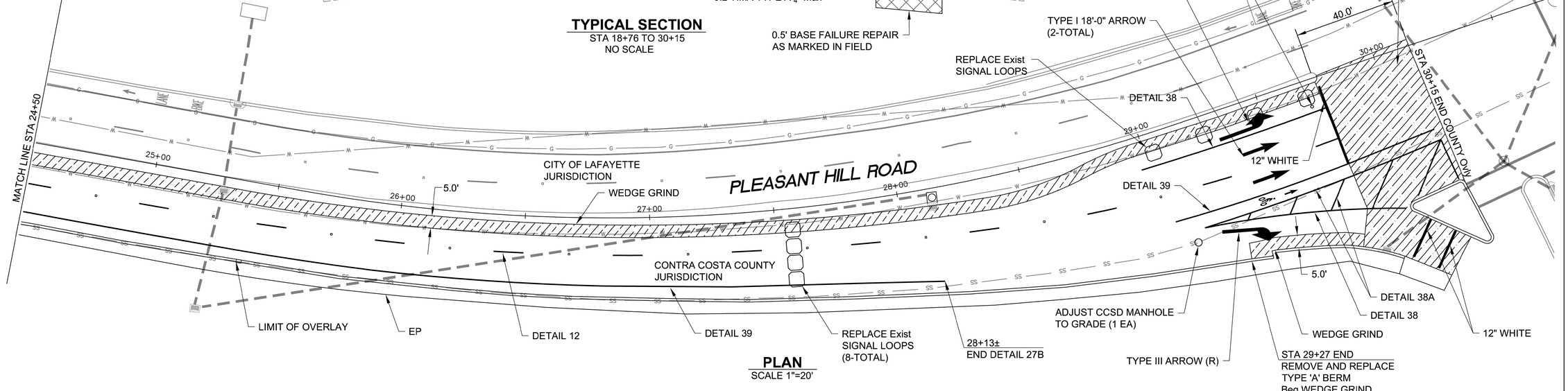
Exhibit B.dwg



PLAN
SCALE 1"=20'



TYPICAL SECTION
STA 18+76 TO 30+15
NO SCALE



PLAN
SCALE 1"=20'

REVISIONS			
NO.	DESCRIPTION	BY	DATE

DES.:
DRAWN: H.HUSSEY
CHKD.: R.SANDERS
DATE: 03/18/24
WO#:
FLD. BK.:

RANDOLF SANDERS No. 88262 CIVIL — REGISTERED PROFESSIONAL ENGINEER — STATE OF CALIFORNIA

PROJECT ENGINEER
3/20/24
PLANS APPROVAL DATE

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES
0 1 2 3
SCALE
AS SHOWN

PLEASANT HILL ROAD
2024 RAOD PAVING PROJECT
PLAN AND TYPICAL SECTION

FILE NO.
SHEET 1 OF 1
FILE NAME: PHRD-County Plan.dwg
PEN TBL:

EXHIBIT B -CONSTRUCTION BID SCHEDULE

Contra Costa County Public Works Department

Project Name: PLEASANT HILL ROAD - CITY OF LAFAYETTE CONTRACT No. 014-9741

Bid Received date: 4/25/2024

Funding Source: LOCAL ROAD FUNDS

Item No.	Item Code	Bid Item Description	Unit	Est. Quantity	Bid Unit Cost	Bid Amount	Percentage from total
1	120100	TRAFFIC CONTROL SYSTEM	LS	1	$ 32,000.00	$ 32,000.00	12%
2	141100	REMOVE PAVEMENT MARKERS AND THERMOPLASTIC STRIPES & MARKINGS	LS	1	$ 2,860.00	$ 2,860.00	1%
3	170103	CLEARING AND GRUBBING (LS)	LS	1	$ 2,600.00	$ 2,600.00	1%
4	374207	CRACK TREATMENT	LS	1	$ 2,860.00	$ 2,860.00	1%
5	390132	HOT MIX ASPHALT (TYPE A)	TON	618	$ 193.00	$ 119,274.00	
6	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	1090	$ 9.00	$ 9,810.00	
7	398010	PAVEMENT FAILURE REPAIR (6-inch)	SQFT	6935	$ 8.00	$ 55,480.00	
8	398100	REMOVE ASPHALT CONCRETE DIKE	LF	1090	$ 10.00	$ 10,900.00	
9	398200	CONFORM AND WEDGE GRIND ASPHALT PAVEMENT	SQFT	8950	$ 0.60	$ 5,370.00	
10	780258	ADJUST MANHOLE FRAME AND COVER (CCSD)	EA	2	$ 1,080.00	$ 2,160.00	
11	780270	ADJUST EXISTING UTILITY FRAME AND COVER TO GRADE	EA	1	$ 825.00	$ 825.00	
12		THERMOPLASTIC STRIPE (DETAIL 12)	LF	1115	$ 1.75	$ 1,951.25	
13		THERMOPLASTIC STRIPE (DETAIL 38)	LF	160	$ 3.25	$ 520.00	
14		THERMOPLASTIC STRIPE (DETAIL 38A)	LF	190	$ 2.00	$ 380.00	
15		THERMOPLASTIC STRIPE (DETAIL 39)	LF	1062	$ 2.00	$ 2,124.00	
16	840555	12" THERMOPLASTIC TRAFFIC STRIPE	LF	74	$ 12.00	$ 888.00	
17	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	230	$ 14.00	$ 3,220.00	
18	870111	INDUCTIVE LOOP DETECTOR (EA)	EA	12	$ 330.00	$ 3,960.00	
19	999990	MOBILIZATION	LS	1	$ 12,000.00	$ 12,000.00	4%
					Contract Subtotal *	**$ 269,182.25**	
					Other Costs	**$0**	
					Subtotal	**$269,182**	
					Contingencies (10%)	**$26,918**	
					Total:	**$296,100**	

File #: 24-1658 **Agenda Date:** 6/4/2024 **Agenda #:** C.95.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Advertisement and CEQA actions for the Oak Grove Center, 1034 Oak Grove Road, Concord

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) APPROVE the design and bid documents, including the plans and specifications, for the Oak Grove Center located at 1034 Oak Grove Road, Concord.

(2) AUTHORIZE the Public Works Director, or designee, to solicit bids to be received on or about July 11, 2024, and issue bid addenda, as needed, for clarification of the bid documents, provided the changes do not significantly increase the construction cost estimate.

(3) DIRECT the Clerk of the Board to publish, at least 14 calendar days before the bid opening date, the Notice to Contractors in accordance with Public Contract Code Section 22037, inviting bids for this project.

(4) DIRECT the Public Works Director, or designee, to send notices by email or fax and by U.S. Mail to the construction trade journals specified in Public Contract Code Section 22036 at least 15 calendar days before the bid opening.

(5) DETERMINE the project is a California Environmental Quality Act (CEQA), Class 2 Categorical Exemption, pursuant to Article 19, Section 15302 (c) of the CEQA Guidelines, and

(6) DIRECT the Director of the Department of Conservation and Development (DCD), or designee, to file a Notice of Exemption with the County Clerk, and

(7) AUTHORIZE the Public Works Director, or designee, to arrange payment of a $25 fee to DCD for

processing, and a $50 fee to the County Clerk for filing the Notice of Exemption.

FISCAL IMPACT:
Estimated construction cost $6,145,000. $1,000,000 will be funded through a Health Resources and Services Administration (HRSA) Federal grant and the remainder will be funded through Measure X.

BACKGROUND:

The Contra Costa County Health Services Department (Behavioral Health Services) proposes the renovation of two existing buildings located at 1034 Oak Grove Road, Concord to be used as a Crisis Hub Center to enhance mental health support services in the County.

The project site includes two structures built at different periods: one constructed and expanded between 1959 and 1964, and the other erected between 1993 and 2002. The larger building will undergo extensive renovation to accommodate three main functions: a Crisis Call Center, a "Recharge" Center, and a drop-in day clinic. The smaller building will primarily serve as a meeting space for group and individual counseling sessions.

Site work will include landscaping, fencing, parking lot adjustments, onsite storm drainage and utility improvements. Existing landscaping will be preserved, with new irrigation and lighting installations planned. Sidewalks will be replaced to comply with applicable accessibility standards and the existing parking lot will be resurfaced and restriped.

Because the larger of the existing buildings was constructed over 50 years ago, the environmental review process requires that a historical evaluation be conducted to determine the building's historical significance and a determination be made on its eligibility for listing on the National Register of Historic Places or the California Register of Historic Resources. The completed evaluation determined that the building is not eligible for listing on either register. The evaluation report was submitted to the California State Historic Preservation Officer (SHPO) for review and concurrence. The SHPO concurred with the finding.

As part of the SHPO process, the County notified Native American tribes of the proposed project and one tribe, the Wilton Rancheria, requested consultation regarding the planned soil excavation work. The Wilton Rancheria tribe requested that they provide training in Native American cultural resources to the construction crew prior to soil excavation work commencing on-site. In addition, they provided an Inadvertent Discovery Treatment Plan to be used as a guide by the construction contractor should there be a discovery of cultural resources materials during excavation work on the site.

The Contra Costa County Fire Protection District has approved a permit for the project. Permit approval from the Department of Conservation and Development is expected shortly, pending resolution of one plan-check comment related to site fencing.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors approval, the project will not be constructed, and the County will not be able to provide planned expanded services to vulnerable residents struggling with mental health and addiction issues. In addition, the County will not be able to centrally locate its Crisis Call Center which is intended to reduce the volume of calls to the 911 system. The Crisis Call Center acts as a dispatch for County staff and providers contracted with the County to assist residents and direct them to the appropriate County services.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

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

☒ County Clerk, County of Contra Costa

Project Title: Oak Grove County Crisis Hub, Project #: WH380A, CP#: 23-16

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 Main: (925) 313-2000, Contact: Izaac Tompkins, (925) 313-2176

Project Location: 1034 Oak Grove Road, Concord CA 94565, APNs 129-190-012, -043, and -044

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description: The Contra Costa County Health Services Department proposes to redevelop the project location to provide mental health support services. The project site comprises two structures, landscaping, recreational areas, and parking lot that has previously been used for similar mental health support services. The large building, which is vacant, will undergo extensive interior and exterior renovation to accommodate three main functions: a Crisis Call Center, a "Recharge" Center, and a drop-in day clinic; the small building, which is currently being occupied as a meeting space, will primarily serve as meeting spaces for group and individual counseling sessions. The grounds will primarily be preserved with landscape and utility improvements such as new irrigation and lighting, stormwater treatment infiltration, storm drain, sidewalk upgrades to ADA standards, fencing, and existing parking lot resurfacing resulting up to 8 feet of ground disturbance.

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☒ Categorical Exemption (Sec. 15301[a][d])
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☐ Other Statutory Exemption (Sec.)

Reasons why project is exempt: The project consists of the minor alterations, repair, and maintenance of an existing public structure with negligible expansion of use pursuant to Article 19, Section 15301(a)(d) of the CEQA guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Date: 03/18/2024 Title: Senior Planner

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

_____ _____

Signature Title

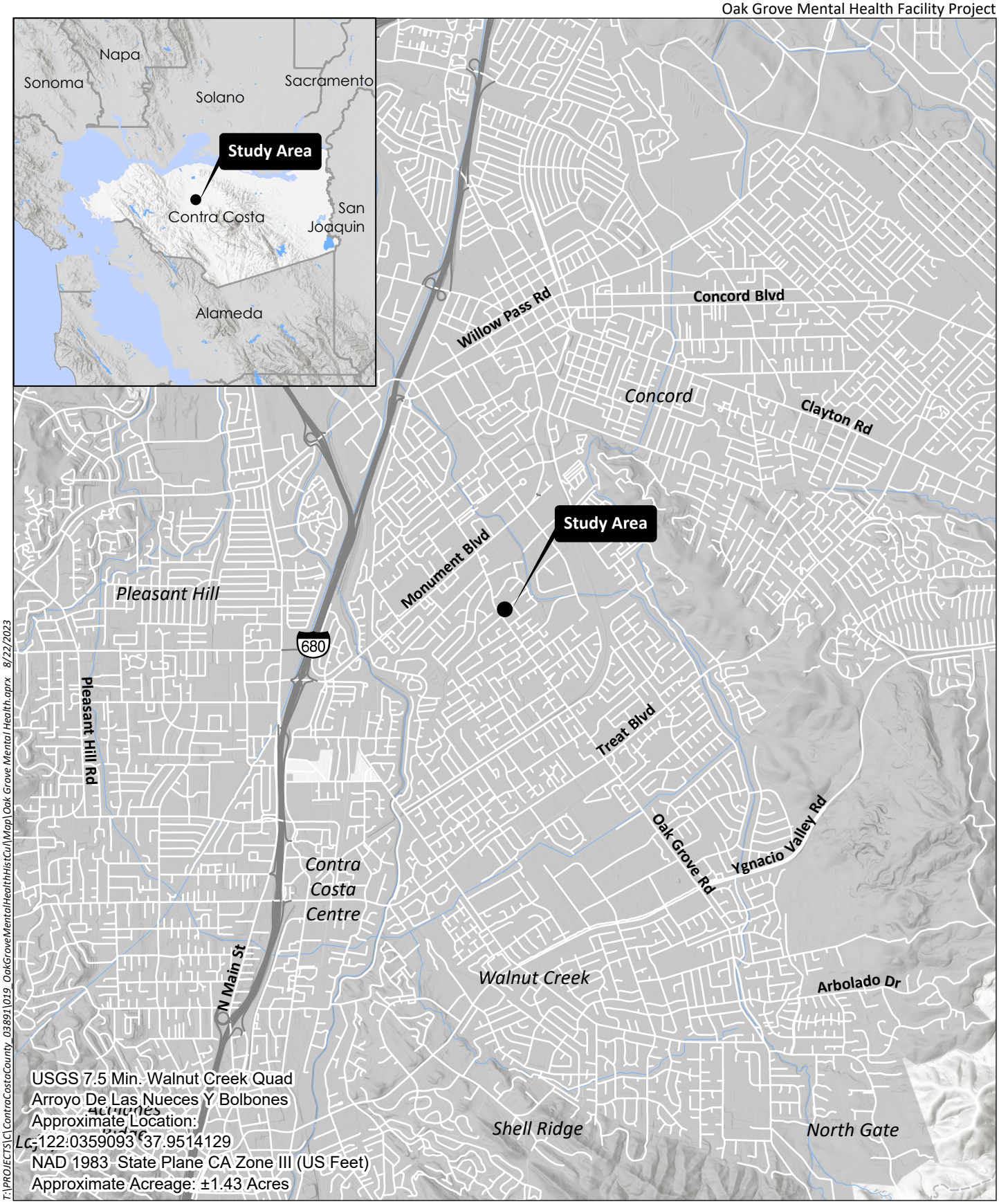
Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Izaac Tompkins
Environmental Services Division
Phone: 313-2176

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☒ Conservation and Development - $25

Total Due: $75 Receipt #: _____



Source: Base Map Layers (Esri, USGS, NGA, NASA)

HELIX Environmental Planning

Site and Vicinity Map

Figure 1

T:\PROJECTS\C\ContraCostaCounty_03891\019_OakGroveMentalHealthHistCul\Map\Oak Grove Mental Health.aprx 9/12/2023

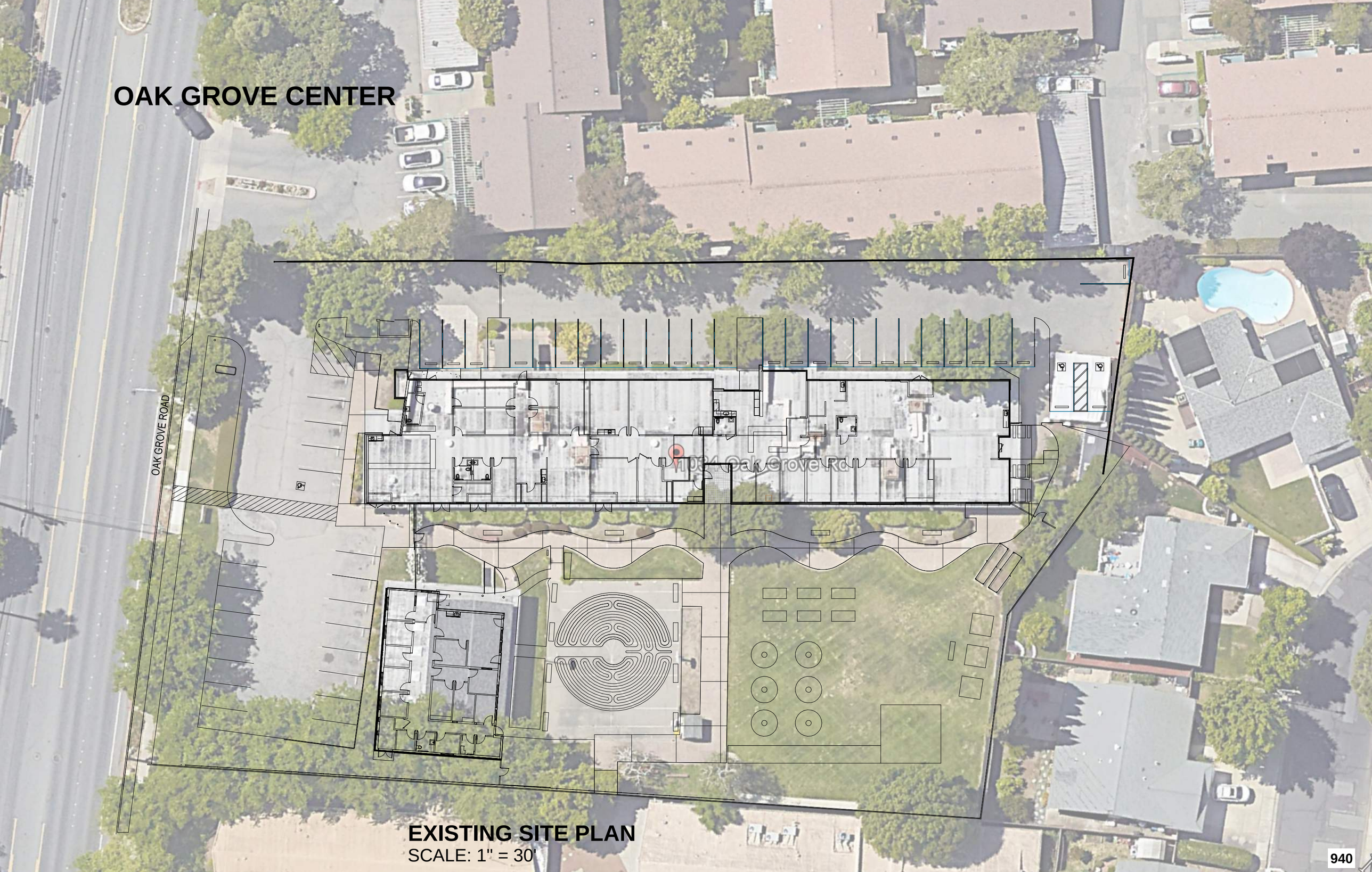
Source: USGS, The National Map, 2021

HELIX Environmental Planning

USGS Topographic Map

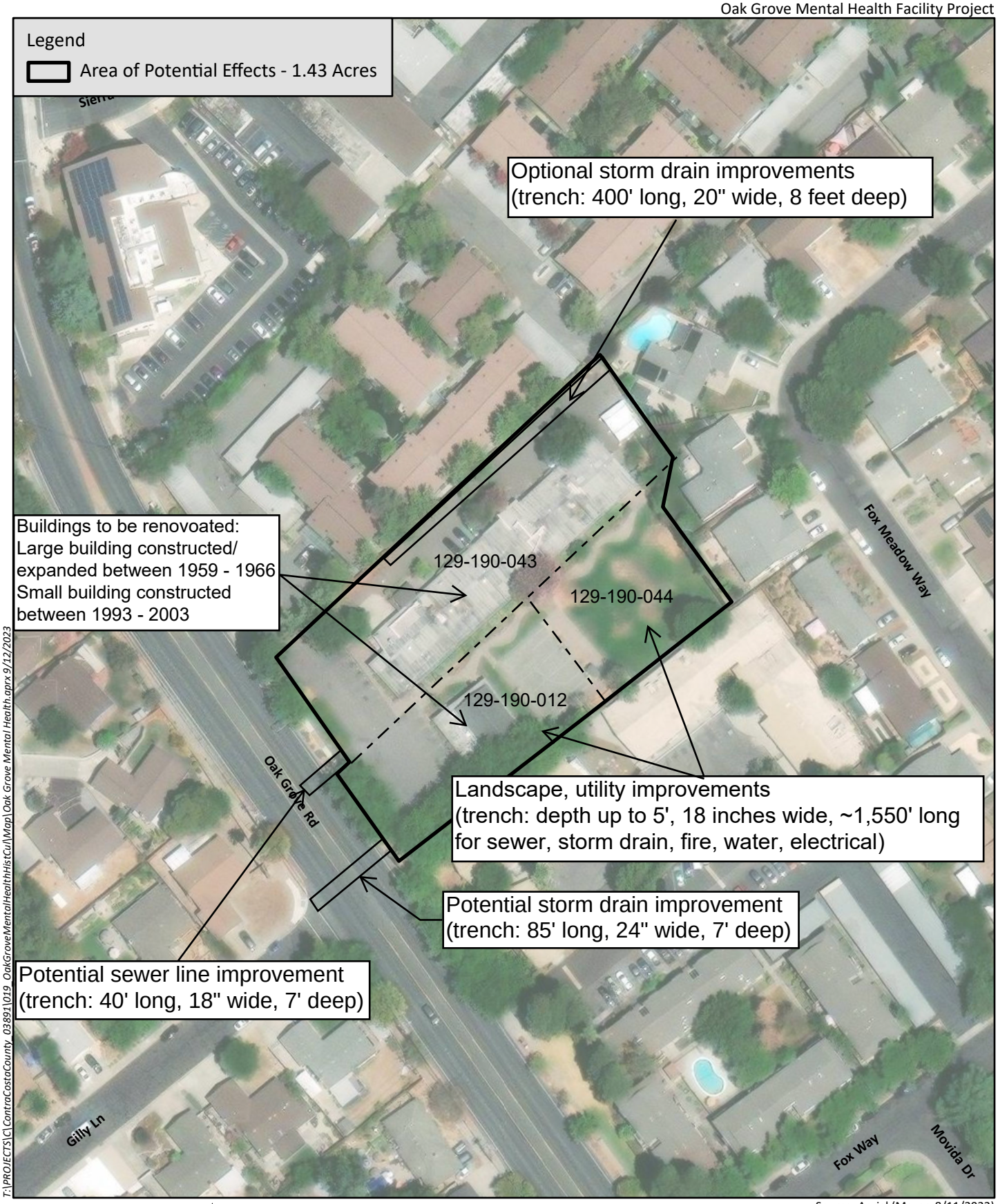
Figure 2

OAK GROVE CENTER



EXISTING SITE PLAN

SCALE: 1" = 30'



Source: Aerial (Maxar, 8/11/2022)

HELIX Environmental Planning

Area of Potential Effects Map

Figure 2

State of California • Natural Resources Agency
Gavin Newsom, *Governor*

DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION
Armando Quintero, *Director*

Julianne Polanco, State Historic Preservation Officer
1725 23rd Street, Suite 100, Sacramento, CA 95816-7100
Telephone: (916) 445-7000 FAX: (916) 445-7053
calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

March 28, 2024 Refer to HRSA_2024_0215_001

Mr. Adam Down
Mental Health Project Manager
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553-4825

Re: Request for Section 106 Review of HRSA funded project to renovate buildings for Oak Grove Mental Health Facility, 1034 Oak Grove Road, Concord, CA. Contra Costa County project #WH380A.

Dear Mr. Down:

The California State Historic Preservation Officer (SHPO) received the consultation submittal for the above referenced undertaking for our review and comment pursuant to Section 106 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 800. The regulations and advisory materials are located at www.achp.gov. In a response to your initial letter, the SHPO responded requesting clarification on Contra Costa County's delineation of the APE. Izaac Tompkins responded by email on March 18, 2024, providing that information.

Undertaking
The proposed project will renovate two existing building interiors, improve exterior facades, and will involve utility relocations and a stormwater treatment bioswale.

Area of Potential Effects (APE)
Contra Costa County delineated the APE as a 1.43 acre site where the two buildings will be renovated, and where utility relocation (trenching), and storm drain improvement may occur.

- Pursuant to 36 CFR § 800.4(a)(1), I have no comments on Contra Costa County's APE.

Identification of Historic Properties
Contra Costa County's efforts to identify historic properties included a records search at Northwest Information Center, a pedestrian archaeological survey, and consultation with Native Americans. The records search indicated that no sites had been previously recorded within the project's APE. A cultural resources pedestrian survey conducted by HELIX did not identify any potential archaeological properties, and identified one potential architectural historic property, a building constructed between 1964 and 1966, that was evaluated for inclusion in the NRHP.

Contra Costa County received a Sacred Lands File search report on the APE from the Native American Heritage Commission (NAHC) that was *negative*. In the course of Tribal notification to Native American groups identified by the NAHC, Contra Costa County consulted with Wilton Rancheria and agreed to have a representative of Wilton Rancheria give a Cultural Awareness Training to on-site staff and the construction crew before the commencement of construction activities.

Determination of Eligibility to the NRHP

- Pursuant to 36 CFR § 800.4(c)(2), Contra Costa County determined that the building at 1034 Oak Grove Road, Concord, CA, built from 1964-1966, is not eligible for the NRHP under Criteria A-D. **I concur.**

Finding of Effect

- Pursuant to 36 CFR § 800.4(d)(1), Contra Costa County has made a finding of No Historic Properties Affected. **I do not object.**

We appreciate Conta Costa County's efforts to comply with Section 106 of the National Historic Preservation Act and look forward to continuing this consultation. If you have questions please contact Susan Negrete, State Historian II, with the Local Government & Environmental Compliance Unit at susan.negrete@parks.ca.gov.

Sincerely,

Julianne Polanco
State Historic Preservation Officer

Cc: Adam Down, adam.down@cchealth.org

Contra Costa County
Public Works
Department

Brian M. Balbas, Director
Deputy Directors
Stephen Kowalewski, Chief
Allison Knapp
Warren Lai
Carrie Ricci
Joe Yee

February 15, 2024

Julianne Polanco
State Historic Preservation Officer
California Office of Historic Preservation
1725 23rd Street, Suite 100
Sacramento, CA 95816

RE: Request for Section 106 Consultation
Oak Grove Mental Health Facility Renovation
1034 Oak Grove Road, Concord, Contra Costa County
County Project Number: WH380A
Federal Identification Number: CE146542

Dear Ms. Polanco,

The Contra Costa County Public Works Department, Environmental Services Division (County), on behalf of the U.S. Department of Health and Human Services and its local agency representative Contra Costa Health Services, is requesting consultation of a new undertaking under 36 CFR 800 for the renovation of vacant buildings located at 1034 Oak Grove Road in Concord, Contra Costa County for a mental health facility (project location map attached).

The request is a condition of the U.S. Department of Health and Human Services federal grant (Community Project Funding/Congressionally Directed Spending) for construction projects that will serve as lead for Section 106 compliance, although responsibility has been officially delegated to Contra Costa County (delegation letter attached).

The undertaking complies with NEPA by the nationwide Programmatic Environmental Assessment/Finding of No Significant Impact (Renovation, Expansion, New Construction, and Improvements to Existing Medical Center Facilities [Nationwide], November 2010, HRSA) but stipulates a historic evaluation for renovations of buildings over 50 years old (attached).

Contact Information

Federal Agency:
U.S. Department of Health and Human Services
Health Resources and Services Administration
Djuana D Gibson, Grants Management Specialist
Office of Federal Assistance Management, Division of Grants Management Office
dgibson@hrsa.gov
(301) 443-3243

Agency Representative:
Adam Down, MH Project Manager
Contra Costa Behavioral Health Services
adam.down@cchealth.org
(925) 348-6839

Description of Undertaking and Area of Potential Effects (APE)

The approximate 1.5-acre parcel consists of two buildings, paved parking lot, landscaping and recreation areas. The buildings were constructed at different times: the larger building was constructed and expanded between 1959 and 1966, and the smaller building was constructed sometime between 1993 and 2002. The interior and exterior of the buildings will be renovated which includes structural reinforcement, new electrical work, new HVAC equipment, and exterior façade improvements.

The project also includes landscaping and utility improvements such as irrigation and lighting systems, tree removals/replacements, utility relocations, fencing, and stormwater treatment bioswale as well as replacement of the existing sidewalks to meet current ADA standards and resurfacing the existing parking lot. Ground disturbance includes a total of approximately 1,550 linear feet at varying widths up to 18 inches wide and depths up to 5 feet deep for the landscape and utility improvements. On-site storm drain improvement may occur in the existing parking lot along the north side of the parcel which would include a trench of approximately 400 linear feet, 20 inches wide and up to 8 feet deep. The project may also require off-site ground disturbances up to 7 feet below Oak Grove Road for sewer (approximately 40 linear feet, 18 inches wide) and storm drain improvements (approximately 85 linear feet, 24 inches wide) depending on the health of existing infrastructure (APE map and improvement plans attached).

The aerial photograph review indicated that the APE appeared to be in agricultural use as early as 1946, including a building on-site; Oak Grove Road was already constructed. By 1958, the proposed project area was cleared of most of its trees, and the

aforementioned building appears to have been removed. Between 1959 and 1968, two buildings, a parking lot, a basketball court, and a small field were constructed on the project site; by 1979, the parcels surrounding the proposed project area to the north, south, east, and west are developed with residential uses. The on-site buildings appear in photographs until 2009. Conditions within the APE remained largely constant from at least 2009-2020.

Historical records review indicate that the property has been used for a skilled nursing facility from the mid-1950s until late 1980s when the use changed to residential psychiatric facility for adolescents and continued with similar uses until 2012 when the use changed to residential and day treatment programs for teens and young adults.

Construction is tentatively scheduled for 2024-2025.

We request your comments on the adequacy of the APE for this undertaking.

Identification of Historic Properties

A cultural resources assessment was conducted of the undertaking by the County's consultant, Helix Environmental Planning (HELIX), which included a historic resource evaluation of the buildings (attached) and summarized below:

Archival Research

A records search conducted at the Northwest Information Center (NWIC) revealed that three cultural resource investigations have been conducted within a 0.25-mile radius of the project's Area of Potential Effects (APE), and that one of these studies encompassed at least part of the currently proposed APE. Records at the NWIC also revealed that no cultural resources have been recorded within a 0.25-mile radius of the APE. Further details are included in Section 4 of the attached report.

Native American Consultation

A search of the Sacred Lands File (SLF) maintained by the Native American Heritage Commission (NAHC) indicated that there are no recorded occurrences of Native American sacred sites or human remains in the APE and vicinity. HELIX sent letters to 20 Native American contacts that were recommended by the NAHC as potential sources of information related to cultural resources in the APE and vicinity.

An email response was received on September 8, 2023, from the Confederated Villages of Lisjan Nation requesting a copy of the final CHRIS records search and draft Environmental Impact Report for this project, along with the SLF results and any additional archaeological reports. The attached cultural resources assessment report was submitted to the tribe on February 15, 2024.

An email response was received on September 15, 2023, from Wilton Rancheria confirming that the project is located within tribal ancestral and culturally affiliated territory but considering there would be no ground disturbance they would not like to share the exact details of these records. However, County staff realized that there will be ground disturbance for landscape and utility improvements, and therefore, the County followed up with Wilton Rancheria by email notifying them of this information along with the cultural resources assessment report and project plan sheets showing features that would result in ground disturbance. Based on this information, the tribe requested monitoring of ground disturbing activities. The County requested a meeting with the tribe to review the ground disturbance features which primarily consisted of trenching. On January 26, 2024, County and HELIX staff and the project architect and engineer representatives met with two members of the Wilton Rancheria to discuss project details. Considering the depths of trenches would average 3 feet up to a maximum of 5 feet, the tribe determined that monitoring would not be necessary but provided their Inadvertent Discovery Treatment Plan to include in the work protocol. While updating the cultural resources assessment report of this meeting and confirming ground disturbance details with the project engineer, it was learned that potential additional trench activities may occur up to 8 feet. The County notified the tribe of this additional information to determine if there were any concerns. The tribe responded that they be allowed to give a Cultural Awareness Training to on-site staff and construction crew at the kick-off/prior to construction. This concluded tribal consultation.

As of the date of this report, no other responses to the tribal outreach have been received.

Further details of the Native American consultation are included in Section 4.3 and Appendix C of the attached report.

Surveys

HELIX archaeologists surveyed the entirety of the APE. Ground visibility was poor (nearly 0%), as most of the area is a paved lot with two large buildings, a basketball court, and an athletic field. Survey of the APE revealed no visible native soil, with the entirety of the APE having been developed or landscaped. The survey did not identify any archaeological cultural resources within the APE. Further survey details are included in Section 5.0 of the attached report.

Historical Resources Evaluation

HELIX's Senior Architectural Historian conducted a historic resource evaluation of the larger building that was constructed and expanded between 1959 and 1966 to assess its eligibility for inclusion in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). The smaller building is less than 50 years old; as such, it was not evaluated. Based on background research and the application of significance criteria, HELIX concluded that the larger building is **not** eligible for inclusion on either register. Further details of the historic resource evaluation are included in Section 6.0 of the attached report.

We request your comments on the historic property identification and evaluation work that was completed for the undertaking.

We also request your concurrence on the results of the NRHP evaluations.

Finding of Effect

Based on the above information, a No Historic Properties Affected finding applies to this undertaking.

If you have any questions or require additional information, please do not hesitate to contact me at izaac.tompkins@pw.cccounty.us or (925) 812-7174. Thank you for your consideration.

Sincerely,

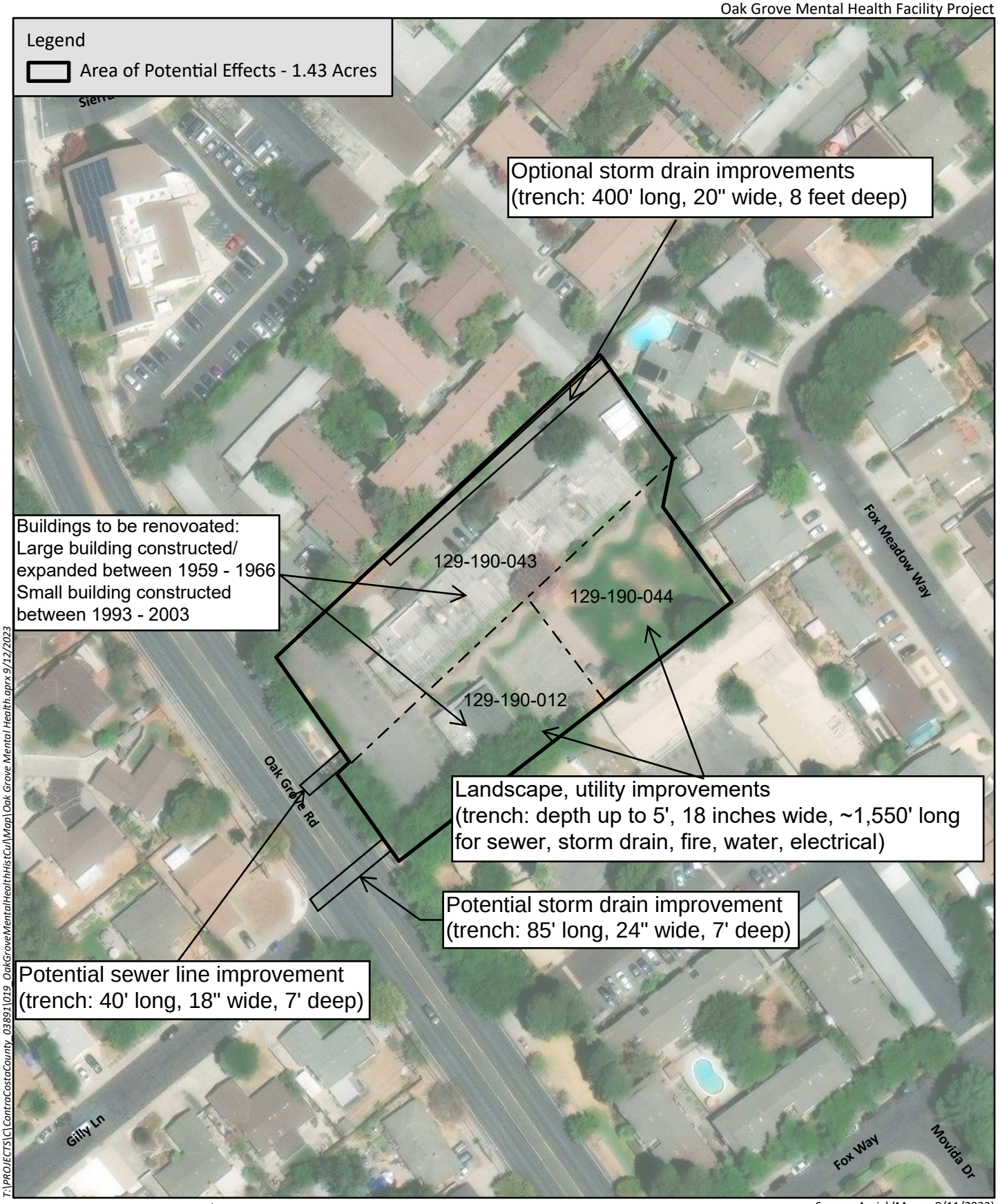
Izaac Tompkins
Environmental Analyst I
Environmental Services Division

CG:

\\PW-DATA\grpdata\engsvc\ENVIRO\Capital Projects-Facilities\Remodel, 1034 Oak Grove, Concord (WH380A)\NEPA\Section 106\Fianl SHPO Letter_2-14-24.docx

Enclosures

c: A. Down, Contra Costa Health
G. Mountain, Contra Costa Health
D. Strassmaier, Capital Projects
C. Gemberling, Environmental Services
L. Cremin, Environmental Services
L. Owning, HELIX
B. Siegel, HELIX



Source: Aerial (Maxar, 8/11/2022)

HELIX Environmental Planning

Area of Potential Effects Map

Figure 2

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1659 **Agenda Date:** 6/4/2024 **Agenda #:** C.96.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Port Chicago Highway Storm Drain Pipe and Sinkhole Repair Project and take related actions under CEQA

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Port Chicago Highway Storm Drain Pipe and Sinkhole Repair Project (Project) and AUTHORIZE the Public Works Director, or designee, to advertise the Project, Bay Point area. [County Project No. 0672-6U6269/Federal Project No. 15J7(187), DCD-CP# 24-07] (District V).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Classes 1 and 2 Categorical Exemption, pursuant to Article 19, Sections 15301(c) and 15302(c) of the CEQA Guidelines, and

DIRECT the Director of Department of Conservation and Development (DCD), or designee, to file a Notice of Exemption (NOE) with the County Clerk, and

AUTHORIZE the Public Works Director, or designee, to arrange for payment of a $25 fee to DCD for processing, and a $50 fee to the County Clerk for filing the NOE.

FISCAL IMPACT:
Estimated Project cost: $1,050,000. 59% Federal Emergency Relief Funds, 41% Local Road Funds.

BACKGROUND:
The project will replace a damaged 60-inch diameter corrugated metal pipe (CMP) storm drain beneath the sidewalk, curb, and gutter along Port Chicago Highway with reinforced concrete pipe (RCP) and repair sinkholes that resulted from the pipe failing. The project is needed to properly convey surface water drainage and natural flows from Shore Acres Creek through the storm drain CMP and return the sidewalk, curb, and gutter to satisfactory condition. Work may also include temporary trench shoring and protection, dewatering, traffic paint restriping, and installation of American with Disabilities Act-compliant curb ramps at the Port Chicago Highway and Skipper Road intersection.

CONSEQUENCE OF NEGATIVE ACTION:
Delay in approving the project may delay design and construction, jeopardize funding, and result in further damage to existing infrastructure.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

Notice of Exemption

To: ☒ Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

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

☒ County Clerk, County of Contra Costa

Project Title: Port Chicago Highway Storm Drain Pipe and Sinkhole Repair, Project #: WO6269, CP#: 24-07

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 Main: (925) 313-2000, Contact: Alex Nattkemper, (925) 313-2364

Project Location: Between 706 Port Chicago Highway and Skipper Road, Bay Point, Contra Costa County, APNs 098-040-027, 098-040-XXX, 098-040-029, 098-030-035

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description: The project will replace a damaged 60-inch diameter corrugated metal pipe (CMP) storm drain beneath the sidewalk, curb, and gutter along Port Chicago Highway with reinforced concrete pipe (RCP) and repair sinkholes that resulted from the pipe failing. The project is needed to properly convey surface water drainage and natural flows from Shore Acres Creek through the storm drain CMP and return the sidewalk, curb, and gutter to satisfactory condition. Work may also include temporary trench shoring and protection, dewatering, traffic paint restriping, and installation of American with Disabilities Act-compliant curb ramps at the Port Chicago Highway and Skipper Road intersection. Utility relocations, temporary traffic control, and tree/vegetation trimming and removal may be necessary. Real property transactions, including temporary construction easements, may be necessary in support of the project. Regulatory permits for impacts to the piped creek will be obtained before construction. Construction best management practices will be implemented for water pollution control such as storm drain inlet protection. Construction is anticipated to begin in 2026 and last approximately 30 days. Emergency vehicles will have access at all times.

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☒ Categorical Exemption (Sec. 15301[c], 15302[c])
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ General Rule of Applicability (Sec. 15061[b][3])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☐ Other Statutory Exemption (Sec.)

Reasons why project is exempt: The project consists of repair of an existing sidewalk, curb and gutter that will not expand the existing use, and replacement of an existing storm drain culvert that will have the same purpose and capacity pursuant to Article 19, Section 15301 and 15302 of the CEQA Statute and Guidelines.

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: Syd Sotoodeh Date: May 16, 2024 Title: Senior Planner

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

I declare that on _____ I received and posted this notice as required by California Public Resources Code Section 21152(c). Said notice will remain posted for 30 days from the filing date.

_____ _____

Signature Title

Applicant

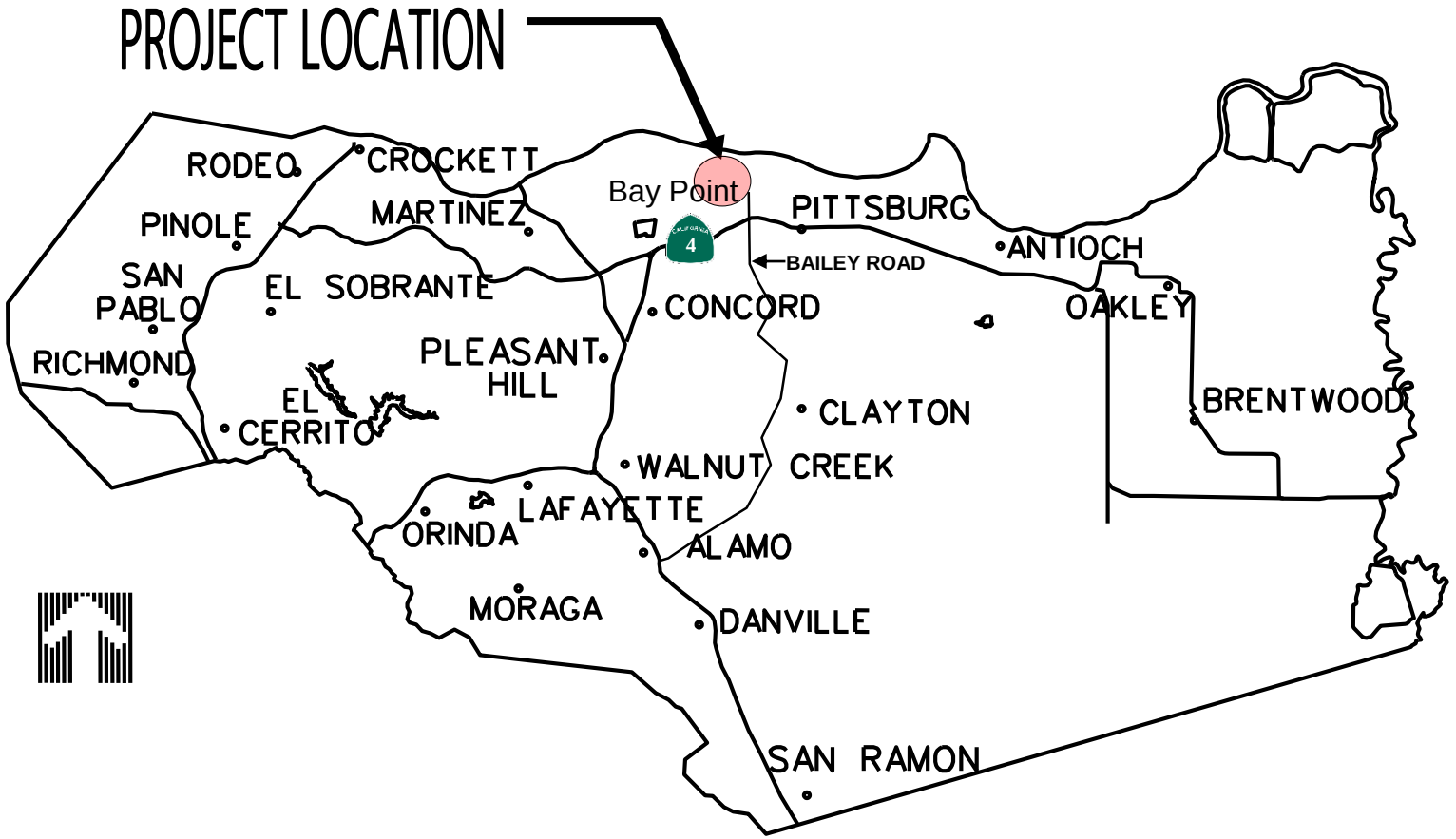
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Alex Nattkemper
Environmental Services Division
Phone: (925) 313-2364

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☒ Conservation and Development - $25

Total Due: $75 Receipt #: _____

CONTRA COSTA COUNTY
CALIFORNIA



Contra Costa County
Public Works
Department
255 GLACIER DRIVE, MARTINEZ, CA 94553 PH: (925)313-2000 FAX: (925)313-2333

PROJECT LOCATION MAP **Figure 1**

Port Chicago Highway Storm Drain Pipe and Sinkhole Repair

DB:	CB:	DATE: NOV 23	SHEET 1 OF 1

DES: RL
CHKD: CT
DATE: 04/25/2023
SCALE: NO SCALE

KEY

Damaged Area

Contra Costa County
Public Works
Department

MAINTENANCE DIVISION
2475 WATERBIRD WAY
MARTINEZ, CALIFORNIA 94553

PORT CHICAGO HIGHWAY STORM DRAIN PIPE AND SINKHOLE REPAIR

Bay Point, CA

VICINITY MAP **Figure 2**

WO6269 | SHEET 1 OF 1

Port Chicago Highway
Storm Drain Pipe and Sinkhole Repair

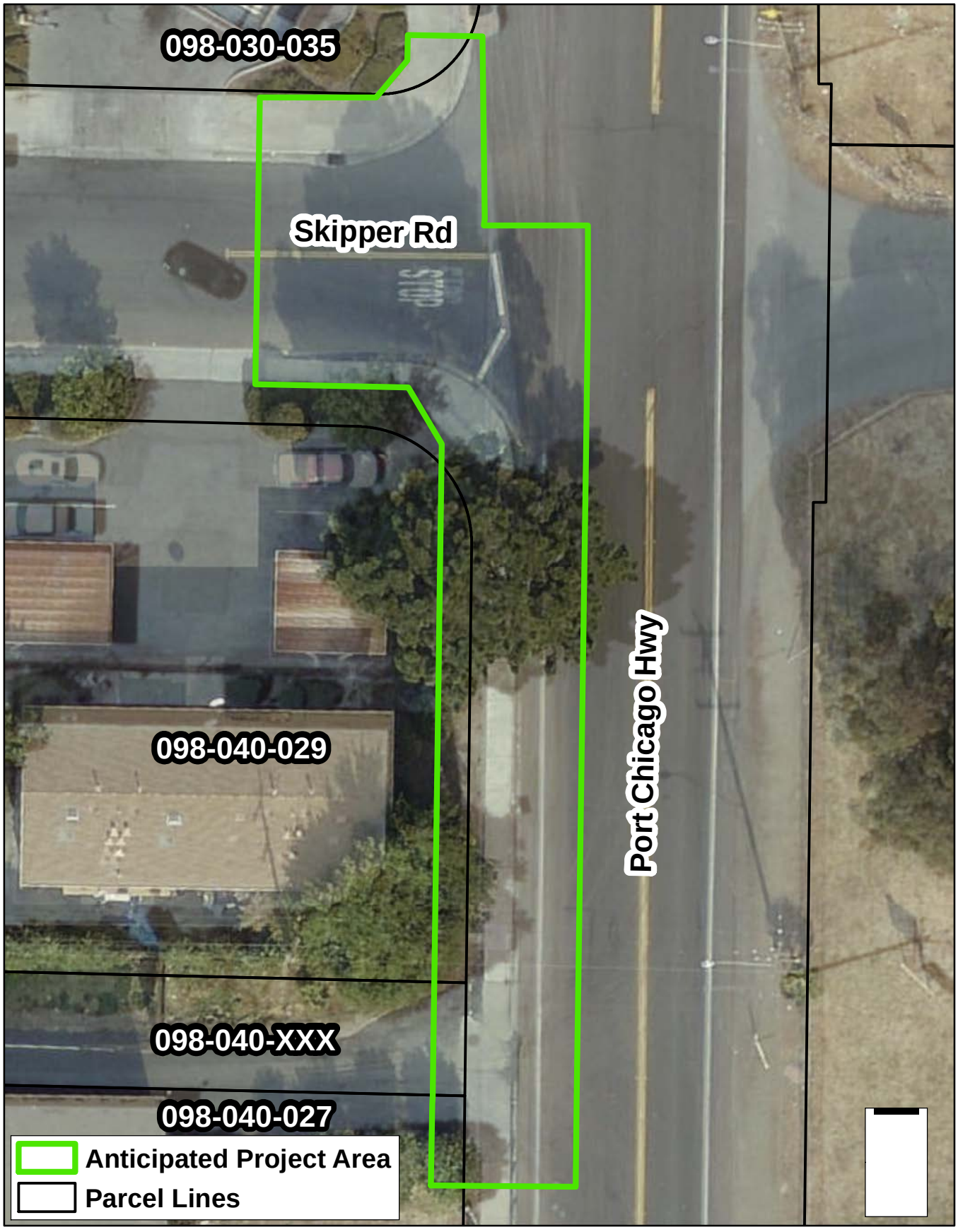


Figure 3

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1660 **Agenda Date:** 6/4/2024 **Agenda #:** C.97.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Contract Amendment for BSI America Services, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract amendment with BSI America Services, Inc. to increase the payment limit by $410,036 to a new total payment limit of $4,915,614 for additional occupational safety and health administration compliance services, with no change to the contract term through June 30, 2025.

FISCAL IMPACT:

Costs will be paid through the Workers' Compensation Internal Service Fund (40%) and charges to user departments (60%).

BACKGROUND:

BSI America Services, Inc. assists in dealing with Occupational Safety Health Administration compliance inspections on behalf of all County departments. Since the inception of this contract, additional services have been needed for Medic First Aid Training, indoor air quality assessments, environmental health and safety compliance, requests for research and interpretation of federal and state regulatory standards for the Health Services and Public Works Departments. The current contract with BSI America Services, Inc. has a payment limit of $4,505,578 and a term of July 1, 2023, to June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

County will be hindered in its ability to meet Cal/OSHA regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1661 **Agenda Date:** 6/4/2024 **Agenda #:** C.98.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Contract with Milliman, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Milliman, Inc. in an amount not to exceed $50,000 to provide actuarial services of self-funded workers' compensation, general and auto liability, and medical malpractice programs for the period of July 1, 2024, through June 30, 2025.

FISCAL IMPACT:
Costs will be funded through the Workers' Compensation, General and Auto Liability, and Medical Malpractice trust funds.

BACKGROUND:
Milliman, Inc. provides actuarial services of self-funded workers' compensation, general and auto liability, and medical malpractice programs. This contract will allow the Department to meet its legal responsibilities for actuarial reporting and to establish trust fund criteria. The contract is for actuarial analysis, audit, and consulting services, with revisions to the General Conditions including indemnification language. The contract is used in tandem with another contract for the same services for comparative analysis. The actuarial invoices for Milliman are sent to the County's insurance pool, PRISM, for payment out of the County's member actuarial analysis subsidy.

CONSEQUENCE OF NEGATIVE ACTION:
The Risk Management Department will not be able to meet its legal responsibilities regarding actuarial reporting of self-funded workers' compensation, general and auto liability, and medical malpractice programs.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1662 **Agenda Date:** 6/4/2024 **Agenda #:** C.99.

To: Board of Supervisors

From: Karen Caoile, Director of Risk Management

Report Title: Contract with Bickmore Actuarial

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Director of Risk Management, or designee, to execute a contract with Bickmore Actuarial in an amount not to exceed $45,000 to provide actuarial services of self-funded workers' compensation, general and auto liability, and medical malpractice programs for the period of July 1, 2024, through June 30, 2025.

FISCAL IMPACT:

Costs will be funded through the Workers' Compensation, General and Auto Liability, and Medical Malpractice trust funds.

BACKGROUND:

Bickmore Actuarial provides actuarial services of self-funded workers' compensation, general and auto liability, and medical malpractice programs. This contract will allow the Department to meet its legal responsibilities for actuarial reporting and to establish trust fund criteria. The contract is for actuarial analysis, audit, and consulting services, with revisions to the General Conditions including indemnification language. The contract is used in tandem with another contract for the same services for comparative analysis. The actuarial invoices for Bickmore are sent to the County's insurance pool, PRISM, for payment out of the County's member actuarial analysis subsidy.

CONSEQUENCE OF NEGATIVE ACTION:

The Risk Management Department will not be able to meet is legal responsibilities regarding actuarial reporting of self-funded workers' compensation, general and auto liability, and medical malpractice programs.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1663 **Agenda Date:** 6/4/2024 **Agenda #:** C.100.

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 Enterprise Rent-a-Car, Jose Luis Garcia, Andrea Mendoza, Simone Munton, Arthur Richardson, Elvira Rodriguez, Florence E. Rosales, Hoha'a Tupou, and
United Financial Casualty Company, a subrogee of Tim Mixon.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Enterprise Rent-a-Car: Property claim for damage to vehicle in the amount of $1,299.62.

Jose Luis Garcia: Personal injury claim related to vehicle accident in an amount to exceed $25,000.

Andrea Mendoza: Personal injury claim related to vehicle accident in an amount to exceed $35,000.

Simone Munton: Property claim for missing gift card in the amount of $100.

Arthur Richardson: Unspecified claim for $100.

Elvira Rodriguez: Personal injury claim related to vehicle accident in an amount to exceed $35,000.

Florence E. Rosales: Property claim for damage to vehicle in the amount of $2,056.44.

Hoha'a Tupou: Personal injury claim related to medical treatment in an amount to be determined.

United Financial Casualty Company, a subrogee of Tim Mixon: Property claim for damage to vehicle in the amount of $3,071.87.

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 #: 24-1664 **Agenda Date:** 6/4/2024 **Agenda #:** C.101.

To: Board of Supervisors

From: Dan Mierzwa, Treasurer-Tax Collector

Report Title: Approve and Authorize the County Treasurer-Tax Collector to Execute a Contract with Bloomberg Finance L.P.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the County Treasurer-Tax Collector, or designee, to execute a two-year contract with auto-renewal for successive two-year periods between Contra Costa County and Bloomberg Finance L.P. ("Bloomberg"), beginning upon execution, with an initial annual payment of approximately $79,740, for use of Bloomberg's financial system to access, monitor, and analyze real-time financial market data, and to facilitate financial transactions, as requested by the Treasurer-Tax Collector.

FISCAL IMPACT:

Service fees will be paid out of the investment revenues generated from the County Treasury Pool deposited in the County General Fund.

BACKGROUND:

Bloomberg is the only financial company that provides BLOOMBERG TERMINAL service, a proprietary financial system that enables the Treasurer-Tax Collector to access, monitor, and analyze real-time financial market data. It also facilitates financial transactions, such as bonds traded in the County's Investment Pool.

Contra Costa County has been using Bloomberg's services since 2007, when the County entered into an agreement with it to utilize its services in managing the Contra Costa County Investment Pool to achieve the Investment Policy objectives: safety, liquidity, and yield.

Following negotiations between the County and Bloomberg, a new agreement has been reached. This agreement contains an initial term of two years with an automatic renewal clause that automatically renews the agreement for two-year periods unless either the County or Bloomberg elects not to renew. There is no annual

payment limit.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved and authorized, the County will not be able to access the financial services offered by Bloomberg, which could hinder the County Treasurer-Tax Collector's management of the County Investment Pool and ability to achieve investment objectives.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 24-1665 **Agenda Date:** 6/4/2024 **Agenda #:** C.102.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Budget Amendment for Office Modifications at 1026 Escobar Street, Administration Building

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE Budget Amendment No. BDA-24-00233 authorizing the transfer of $6,113 from the Treasurer Tax Collector (0015) to Plant Acquisition (0111) for requested modifications to designated space at the 1026 Escobar Street Administration Building.

FISCAL IMPACT:

100% General Fund

BACKGROUND:

The Treasurer Tax Collector is among the County Departments set to move into the new Administration Building at 1026 Escobar Street, Martinez. As part of the planning, the Department has requested some modifications be made to the designated office space in order to make it more useable for their needs. The requested action will transfer the budget appropriations to the designated capital account to pay for the costs of the modifications.

CONSEQUENCE OF NEGATIVE ACTION:

The action is needed to transfer the funds from the Department to the Capital Project account to pay for the costs of the requested space modifications.

View Budget Amendment: Budget Amendment: FY 2023-24 - Operating Budget on 05/22/2024 : BDA-24-00233

Company	Contra Costa County
Budget Template	Operating Budget : FY2023-24 Operating Budget
Budget	FY2023-24 Operating Budget
Organizing Dimension Type	
Amendment ID	BDA-24-00233
Amendment Date	05/22/2024
Description	1026 Escobar project costs
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 2023-24 Year (FY2023-24 Operating Budget)	4356:001-651 PINE DEMO	1200 GENERAL ADMINISTRATION (Home Org)	4405 PLANT ACQ-OFFICE BLDGS	100300 GENERAL	$6,113.00	$0.00	TTX - 1026 Escobar Project Costs	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org
FY 2023-24 Year (FY2023-24 Operating Budget)	2479:OTHER SPECIAL DPMTAL EXP	1200 GENERAL ADMINISTRATION (Home Org)	0015 TREASURER-TAX COLLECTOR	100300 GENERAL	$0.00	$6,113.00	1026 Escobar Project Costs	Warning : - Home Org on Budget Line Not Equal Initiator's Home Org

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	05/22/2024 11:32:06 AM	05/23/2024	Laura Strobel	1	
Budget Amendment Event	Review Budget Amendment	Not Required		05/23/2024		0	
Budget Amendment Event	Approval by Department Approver – Budget Amendment	Approved	05/22/2024 11:55:35 AM		Danielle Fokkema (Department Approver – Budget Amendment)	1	
Budget Amendment Event	Approval by Budget Specialist (Auditor Office)	Approved	05/22/2024 04:18:33 PM		Yesenia Campos (Budget Specialist (Auditor Office))	1	
Budget Amendment Event	Review Budget Amendment	Awaiting Action		05/23/2024	Analiza Pinlac (Budget Manager)	3	
					Harjit Nahal (Budget Manager)		

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Peter Karumbi (Budget Manager)		